# *Reunion West Community Development District*

## *Agenda*

## *March 13, 2025*

# AGENDA

# *Reunion West*
## *Community Development District*

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

March 6, 2025

Board of Supervisors
Reunion West Community
Development District

Dear Board Members:

The regular meeting of the Board of Supervisors of the Reunion West Community Development District will be held **Thursday, March 13, 2025 at 11:00 AM at the Heritage Crossing Community Center, 7715 Heritage Crossing Way, Reunion, FL.**

**Zoom Information for Members of the Public:**
Link: https://us06web.zoom.us/j/82018699681
Dial-in Number: (646) 876-9923
Meeting ID: 820 1869 9681

Following is the advance agenda for the meeting:

1. Roll Call
2. Public Comment Period
3. Approval of Minutes of the February 13, 2025 Board of Supervisors Meeting
4. Staff Reports
    - A. Attorney
    - B. Engineer
    - C. Field Manager Updates
    - D. District Manager's Report
        - i. Approval of Check Register
        - ii. Balance Sheet and Income Statement
        - iii. Presentation of Series 2022 Arbitrage Rebate Calculation Report
    - E. Security Report
5. Supervisor's Requests
6. Motion to Continue Meeting Following Workshop
7. Consideration of Speed Bump Warning Striping and Upgraded Sign Posts
8. Consideration of Request for Proposals for Landscape Services
9. Next Meeting Date: April 10, 2025
10. Adjournment

Sincerely,

Tricia L. Adams
District Manager

# 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, **February 13, 2025** at 11:00 a.m. via Zoom Communication Media Technology and at the Heritage Crossing Community Center, 7715 Heritage Crossing Way, Reunion, Florida.

Present and constituting a quorum:

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| Graham Staley | Chairman |
| Sharon Harley | Vice Chairperson |
| Mark Greenstein | Assistant Secretary |
| William (Bill) Witcher | Assistant Secretary |

Also present were:

| | |
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| Tricia Adams | District Manager |
| Kristen Trucco | District Counsel |
| James Curley | District Engineer |
| Alan Scheerer | Field Manager |
| Darrin Mossing Jr. | GMS |
| Jamie McMillan | GMS |
| Victor Vargas | Reunion Security |
| Pete Whitman | Yellowstone Landscape |
| Garrett Huegel | Yellowstone Landscape |
| Grace Montanez | Reunion West POA |
| Shaianne Berry | Reunion West POA |

*The following is a summary of the discussions and actions taken at the February 13, 2025 Reunion West Community Development District Board of Supervisors meeting.*

**FIRST ORDER OF BUSINESS** **Roll Call**

Ms. Adams called the meeting to order at 11:00 a.m. and called the roll. All Supervisors were present in person constituting a quorum.

**SECOND ORDER OF BUSINESS** **Public Comment Period**

Ms. Adams opened the public comment period. The following residents addressed the Board:

- Resident (Jon de Groot) expressed concern about where the mailboxes are placed there in Reunion Village. The only place to stop to get your mail is blocking the whole traffic lane there at the turn. He asked is there something in the future that's going to be put in to either drive in or go around that rather than block the lane of traffic. Ms. Adams stated that this meeting was for the Reunion West Community Development District. Reunion Village happens to fall within the Reunion East Community Development District. She noted the Reunion East Board does meet today, later at 1:00 p.m. Ms. Adams noted that she would make the Board aware of the concern. Resident (Jon de Groot) stated that the other thing is the landscaping in front of their house has died. The tree is dead and the landscaping is gone. He noted that the landscape company came out and looked at it. The builder came out and looked at it, but no one from the HOA has come out to look at it and see what the problem is. Ms. Adams stated the association does have declarations that have been recorded. The declarations identify the maintenance standards for that portion of property in front of your home. The association is ultimately responsible for enforcing the declaration. The reason that you may have been directed to speak to your builder is perhaps there may be some warranty issues. Ms. Adams reiterated that these are not CDD matters. The CDD does not have any ability to control the association. Ms. Adams noted that her contact details are on the Reunion East and the Reunion West CDD websites. If you want to send me an email, I'd be more than happy to give you contact details for the association.

**THIRD ORDER OF BUSINESS** **Approval of the Minutes of the January 9, 2025 Board of Supervisors Meeting**

Ms. Adams presented the minutes of the January 9, 2025 Board of Supervisors meeting, which were reviewed by District Counsel and the District Manager and were included in the agenda package.

Mr. Staley stated I've got two or three. The first one is on page three of the minutes. The start of the second paragraph is, “Mr. Staley clarified” and then there's an italics correction. It still isn't quite right. It should say, this was in discussion about the sheriff and the jurisdiction for traffic

enforcement, etc. It should have said if the CDD did not acknowledge that the OCSD had jurisdiction, was the CDD effectively saying it did not want any traffic enforcement? That's what I said. I'll give you that and you can correct that. Mr. Staley stated my point was, if we are not proactive in seeking jurisdiction, then it looks like we don't want any traffic enforcement and I don't want that to be a statement that's out there. Ms. Adams stated that they will make that correction to the minutes.

Mr. Staley stated on page 9 of 15 I have two small corrections. In the middle of that page, page nine, it talks about the parking rules on December 20th. It's actually the 23rd. That's when we issued the parking rules. Then towards the bottom, when Mr. Sweeney was speaking, it says there that he recalled there was no parking for the first 50 years on White Marshall. Obviously, I think he said 15, not 50. Ms. Adams stated staff will make that correction to the minutes.

> On MOTION by Mr. Greenstein seconded by Ms. Harley with all in favor the Minutes of the January 9, 2025 Board of Supervisors Meeting were approved as amended.

**FOURTH ORDER OF BUSINESS** **Consideration of Resolution 2025-03 Setting a Public Hearing to Amend and Restate the Parking Rules**

Ms. Adams stated the next item on the agenda is consideration of Resolution 2025-03, setting a public hearing to amend and restate the parking rules. Included in your agenda packet on page 21 is the resolution for Board review. Ms. Adams noted that approval of this resolution sets a rule hearing on April 10, 2025 at 11:00 a.m. for the purpose of reviewing and making any updates that are necessary to the parking rules, including the parking maps. After we set the public hearing. I do have a couple of documents to walk the board through and to get some initial feedback regarding proposed changes to the verbiage in the parking rules, as well as a proposed change to the tow away zones.

> On MOTION by Mr. Staley seconded by Mr. Greenstein with all in favor Resolution 2025-03 Setting a Public Hearing to Amend and Restate the Parking Rules for April 10, 2025 at 11:00 a.m. was approved.

Ms. Adams stated as an attachment to the resolution there is a copy of the existing parking rules. Originally, the parking rules were adopted back in 2020, and they've been amended and restated in April 2021 and then again in December 2023. The parking rules at Reunion are in alignment with each District's jurisdiction. Reunion West CDD has parking rules for Reunion West. Reunion East has parking rules for Reunion East. Last calendar year, Reunion East was having some challenges. Security notified staff and Board members that were some challenges with abandoned vehicles and needed some clarification in the parking rules regarding their ability to tow abandoned vehicles and how many days a vehicle could be left on the road to be considered an abandoned vehicle. Last month, Mr. Chairman Staley made a good point that it made sense for Reunion East and Reunion West to work in tandem and if there are updates at Reunion East to consider those same updates for Reunion West.

Ms. Adams noted that in the agenda they have the current parking rules and then we have proposed parking rules. The proposed parking rules start on page 36, and this document identifies the differences between where your current parking rules are and changes that Reunion East may have made. It is redlined so you can clearly see where any revisions have been made. Section 5.3 will be expanded to identify that it includes mailbox and playground parking, which are both pertinent to Reunion West CDD. There's a clarifying statement on page 37 that if there's any permission for temporary exemptions from tow away zones, it will be done at a public Board of Supervisors meeting. Section 5.3 addresses limitations in parking at the playground and the mailbox kiosk. This is for the Valhalla playground, where the mailbox kiosk is appurtenant to the playground area. Patrons who are using those parking spaces should be there for the purpose of the playground or the mailbox kiosk. There is a time limit for mailbox parking of 15 minutes, and playground use is restricted to 60 minutes. We have an agreement with the association who utilizes Reunion Security for enforcement of parking rules. If they see a family playing at the playground, obviously there for the intended purpose and they are there for 65 minutes, that's not what this is about. This is about the ability to tow a vehicle that's clearly not there for the purpose of using the playground.

Mr. Staley stated something we should consider is we have five spaces outside the playground. One is disabled, which should stay, and the other four all say limited use for playground and mailboxes. When we look at this and approve it in due course, perhaps we should consider making two of the spaces, playground and mailbox, and leaving the other two spaces free

because there's another home being built on that corner. We're going to have parking issues and at least if we could provide a couple of spaces there. Because the need for four spaces for the playground and the kiosk I don't think is necessary, but we can debate that. It's similar to what you've done at Gathering, where you've made some exclusively for the swimming pool and the kiosk, but you've left some of those spaces open for anybody.

Ms. Adams stated for point of reference on page 33, there is a map with the Tow Away zones for the Valhalla area, including the playground and the mail kiosk. You'll see the number of spaces there. We can take direction from the Board if we want to designate two of those spaces without restricting to playground or mailbox parking only.

Mr. Staley stated we can think about it and decide next time when we come to approve it.

Ms. Harley asked don't we just have the park in use for certain hours, like dawn to dusk? So couldn't they use those parking spaces after dusk until dawn for any overflow parking? Ms. Adams stated that they could consider something like mailbox and playground parking only from dawn to dusk. Ms. Harley stated then any additional parking needed by some of the bigger homes to get them off the road, use them after dusk. Ms. Adams stated they will take a look at that and come up with some options for the Board to consider.

Mr. Greenstein stated that he would hope that Mr. Vargas and his security officers are applying some discretion. If someone is parked in a spot that is for the playground, but it's at night that they're not being towed.

Mr. Witcher stated it's going to be a difficult clarification issue for security to be able to identify because a number of those big homes people rent them because they can stay there and be entertained with the pool and the theme rooms and those sorts of things. They park there overnight and the next morning they're not going to come move their vehicles so that it becomes a playground parking spot.

Ms. Adams stated that's a good point. She noted that oftentimes what they'll do once we have a good draft of the rules with Board member input, we circulate it to staff and have some direct dialogue outside of a Board meeting regarding any concerns about enforcing the parking policies. So we'll address that and come back to the Board with a recommendation. Board members, do you want to go back to the changes or any other discussion regarding the proposed mailbox parking at this time?

Mr. Staley stated the main reason for updating this because we had no abandoned vehicle policy on the West side.

Ms. Adams stated yes, exactly. On page 38, there was a redundant statement here regarding not parking within 15 ft. of a fire hydrant. The reason it's a little bit redundant is because all of the parking must be consistent with state of Florida traffic laws as well as any local codes and ordinances. It's always illegal to park within 15 ft. of a fire hydrant, but there might be some who are not aware of that. For the sake of clarity, that's been added in. Then the most salient change, as Chairman Staley just indicated, is Section 5.3.5, which is addressing abandoned vehicles. There was protracted discussion at Reunion East CDD regarding how many days a vehicle can be parked on the road before it can be considered abandoned. Ultimately the Reunion East Board settled on five days. There is a warning process. There's an attempt to communicate with the vehicle owners, but if a vehicle does not move for five days, ultimately it is considered an abandoned vehicle and subject to being immediately towed. Mr. Staley asked am I correct in thinking that if a vehicle doesn't have a license, that you immediately tow? Ms. Adams answered yes, that is correct.

Ms. Adams stated we have a tow away zone map on page 41 regarding some possible changes in the vicinity of White Marsh Way and Loxahatchee Court, where there are some parking constraints. I'll address Loxahatchee Court first. The Board had addressed this previously, but it was never implemented into the parking rules. At Loxahatchee Court, there's an anomaly because the cul de sac that's at that location does not function like all the other cul de sacs in the community. There is a little spur road at the side of the cul de sac, which is an alleyway and there were quite a few parking constraints for the property owners on this street. They strongly requested and security reviewed, the engineer reviewed and ultimately agreed that there would be no hazard with allowing parking on the top side of Loxahatchee Court. Typically a cul de sac is a turnaround for a utility vehicle or an emergency vehicle. However, at Loxahatchee Court it does not function that way because of this little spur road, that alleyway that goes behind it.

Mr. Staley stated just because it has an alleyway, why is it any different to all the other cul de sacs that we have?

Ms. Adams stated Most of the culs de sac are designed where they terminate, and it's a turnaround for garbage trucks, for fire trucks, and they need all of that space in order to turn around within a cul de sac. They don't need that space because of the spur road that's attached to the cul de sac. It has been reviewed by staff and as well as by the engineer who prepared this.

Ms. Adams stated we also want to carefully look at this White Marsh Way. This has been an issue that the Board has been reviewing. There's a space in here that Board members have directed staff to review and ultimately see if we can allow for an additional parking area on vacant property. White Marsh Way is an area where the property owners are concerned about their ability to park vehicles on the roadway. This is an optional layout for Board review.

Mr. Staley stated that's going back to the way it was three, four years ago. We took the decision in 2023 to extend the no parking all the way past the junction with Muirfield, which is where the current signage is, because of the dangers on that corner of people not being able to come out of Muirfield while people were parked on the opposite side.

Ms. Adams stated if that's still a concern, we can leave it the way that it is now.

Mr. Staley stated I don't know what's changed. I know that's what the residents want. They want to be able to park there. But we made that decision because we thought it was dangerous on that corner. I don't know what Victor thinks. You obviously patrol that area more than I do. Do you have a view?

Mr. Scheerer stated one of the discussion items that we had last month was getting with the engineer and seeing about the ability to provide more parking spaces on vacant property.

Mr. Staley stated that's a separate subject. Mr. Staley stated page 30 is correct. The existing rules are where we want it to be. Ms. Adams stated she understood the Board's direction that White Marsh Way would not change, only Loxahatchee Court. Mr. Staley stated White Marsh is okay as is as from December 2023, in my view.

Mr. Staley asked District Engineer Mr. Curley, if he has had chance to consider at a high level the possibility of building that parking lay-by on the White Marsh mound? Mr. Curley answered no. Mr. Staley stated if you could, before the next meeting, please just do a high-level consideration. Ms. Adams stated they should consider the budget planning and feasibility too.

Mr. Curley stated the issue that you potentially have there is a gas line there. I think. We had to take into consideration when we leveled that.

Mr. Scheerer stated there are a couple locations that I think are eligible. I know we looked at possible dumpster locations at one time. There may be an ability to put a couple sets of parallel parking on either side of the road.

Mr. Staley stated there is one other thing which you may not have noticed on the existing rules for this space on page 30. If you look at Golden Bear as you go past Loxahatchee towards

White Marsh there are two red lines which suggest no parking on those two pieces of road. There's no parking on those two. On your proposal you're suggesting getting rid of one of those. I just want to make sure this was something you deliberately are proposing because otherwise we're going to get in a mess. You've eliminated one of those no parking areas.

Ms. Adams stated yes, and what we'll do is we'll go back to the existing map because this map is highlighting the changes on Loxahatchee rather than identifying parking on Golden Bear. We'll use the existing map on the previous page and adjust that according to the Board's input today when you see the proposed parking maps and it will include all the current conditions.

Mr. Staley stated on that particular corner there is a three lot, three story home being built. I want to make sure no one's been lobbying you to make this no parking because of that. Ms. Adams stated no. She noted Golden Bear not considered as part of this map. There are no proposed changes to the conditions on Golden Bear. Mr. Staley stated I think we should continue have no parking in that space.

Ms. Adams stated there's one related issue to the tow away zones and the parking rules. From time to time we have a property owner at Reunion who has requested handicapped parking on the public roadway. When it comes to handicapped parking for the playground or mailbox kiosks, we need to be cognizant of that and make sure that there's access to the CDD amenities and facilities in accordance with ADA guidelines. However, there's no requirement to have handicapped parking on the public roadway. When this question has previously come up at Reunion East, staff provided information to the Board of supervisors regarding best practices for cities and other local governments. Ultimately Reunion East Board decided not to designate any handicapped parking on the public roadway, but rather to continue with the existing parking rules which allow for parking in appropriate parking zones on a first come, first served basis. I have specifically had a request from a property owner on White Marsh Way regarding the Board approving a handicap park parking space nearby their home. I wanted to just mention that today and get direction from the Board if you would like for staff to come back and make a recommendation or if you want to keep the approach in tandem with Reunion East, you can choose to do that. This is a policy matter that's up to the Board. No decision needs to be made today. Mr. Staley stated if we start dropping in disabled spaces, we'll be constantly changing them as people buy and sell homes. That's just more complicated than it needs to be. Mr. Greenstein stated beyond

that issue, if I recall correctly, we didn't have the authority. We didn't believe we could dedicate a spot to particular homeowner, a property owner.

Mr. Staley stated I'm very sensitive to the issues people have here, which is why I think we should consider that lay by option. The residents there have also asked for permit parking on that stretch of road as well because it is difficult. When you've bought a home and you can't park your car outside it, it's tough. Several of those homes have multiple vehicles. I think we should continue to pursue the parallel parking option. It's relatively low cost in the big scheme of things.

**FIFTH ORDER OF BUSINESS** **Consideration of Resolution 2025-04 Acquisition of Reunion Fairways 17 & 18 Phase 3 Improvements**

Ms. Adams stated the next agenda item is item number five. Approval of this resolution would approve the conveyance of stormwater improvements in certain property in Reunion West. District counsel has been doing an audit of any CDD bond construction funds that were used to build infrastructure, whether that's property or infrastructure improvements within certain property. One of the areas that Ms. Trucco's team has been working on to identify needs to be conveyed to the CDD is related to this resolution. She has put together the resolution as well as all of the supporting documentation.

Ms. Trucco recalled at the last Board meeting, they saw a requisition of funds from the developer for the Series 2019 bonds. The Board approved that; it was Requisition #9 of the Series 2019 bond in order to reimburse the developer, who in this case is Reunion West Development Partners LLP, the bond funds for constructing the infrastructure that was indicated in that requisition. The District engineer team went through all of the completed improvements and took a look at what was approved and its cost for allocation of bond funds, and they prepared that requisition. Based on my review of their requisition, they're requesting reimbursement for stormwater improvements in the Reunion fairways 17 and 18 Phase 3 plat. Thus, it was a request for reimbursement of bond funds from the developer for completed stormwater infrastructure improvements located within that plat. I wanted to make sure that we have a formal resolution. This is what we're recommending moving forward anytime there's a requisition request, that we have a resolution that approves conveyance documents related to the completed infrastructure.

Ms. Trucco stated I am waiting for confirmation from the District engineer that this stormwater system that we're requisitioning represents the entire system in that plat. Otherwise,

what we do recommend is to have your engineer identify the location of the portion of the system being requisitioned; that could be done through highlighting the plat, or they have all the construction plans and they can highlight exactly what portion of the stormwater system is being requisitioned. You spoke about the value; I got that value from the requisition that Steve prepared that this Board approved last month. Ms. Trucco stated I think it would be helpful to include that requisition in this agenda item so that you understand where I'm getting that number from. It's from the engineer's requisition report. The Board approved the payment of $89,313 but the engineer has identified $230k approximately. That's where I'm getting that number from. The engineer sent all of that backup information too; we can absolutely include that at the next Board meeting if the Board wants. Ms. Adams noted that it was included in last month's agenda packet as the backup for the bond requisition. It's already in the public record and available.

Ms. Adams stated after this is done, the next step is we can get a certificate from the District engineer declaring the Series 2019 project complete. That information is provided to the Trustee and then they move anything that's left in the construction fund over to the general redemption fund for the bond. Mr. Staley stated between now and next meeting, perhaps you could also tell us what's left in the other construction funds for the other series. Ms. Adams stated I can show you today in the financials.

Ms. Adams clarified that the Board is not approving any payment whatsoever to the developer through this process. That has already happened when the Board approved the bond requisition. The Board is just approving that the improvements will be conveyed to the District when Ms. Trucco's team receives all of the necessary legal paperwork from the developer. Ms. Trucco stated I'm not going to sign off on it until I have these documents signed by developer and the District engineer. I've already sent them to developer's counsel. Ms. Trucco recommended approval today in substantial form.

> On MOTION by Mr. Witcher seconded by Mr. Greenstein with all in favor Resolution 2025-04 Acquisition of Reunion Fairways 17 & 18 Phase 3 Improvements was approved in substantial form.

**SIXTH ORDER OF BUSINESS** **Consideration of Scheduling Joint Workshops in March and June**

Ms. Adams stated this is consideration of scheduling a joint workshop between Reunion West CDD and Reunion East CDD, perhaps in March and in June. These two dates were chosen because of the budget cycle and some other important joint projects that will be coming up.

Board members have been informed by our field operations manager, we are going out to bid for landscape services. We're going to be issuing a joint request for proposals for landscape services for Reunion East and Reunion West CDD because we're at the end of our five-year allowance for the current service provider. Florida statutes require that if a contract is over a certain financial threshold, in this case $195,000, we're required to go out to public bid and receive sealed bids. It's a formalized process that the Board will be involved in. At the March meetings, staff will be presenting a project manual, including the request for proposal package, all of the important dates, all of the criteria that the Board will be using to evaluate the proposals and making other important decisions regarding the evaluation process. It makes sense that the Boards may want to review the packet together to get all of the input and direction to staff during a workshop, and then Reunion West and Reunion East, respectively, can make their approvals for the project manual.

Mr. Staley stated they've been doing the work on the five-year capital plan. The five-year Capital Plan is essential to the assessment review that we'll be doing later on for 2026. In order to get a good view of what our assessment increase will be in 2026, we want to have a five-year capital plan so that we can take an initial view on how we might stage the increases over the coming five years. Mr. Staley stated he thinks that affects the East as much as the West. He noted that the March meeting should include a discussion around the FY2026 to FY2030 capital plan. I'm not expecting bids. Just discussion of projects like roads, air conditioning systems, roofs, projects and broad numbers for planning purposes.

Mr. Staley noted that he would also like to have a discussion with the East as well to discuss the Heritage Crossing building and what the vision for that building because it's a significant ongoing expense. He noted he would like an update on the stables and a conversation around the vision for the stables and there may be other projects that come out of that five-year plan that we want to talk about jointly. Mr. Staley stated as a reminder to everyone that the East is paying 57% of these projects and the West is paying 43% so they are in a shared situation.

Mr. Staley noted that if they had a meeting in June, that would probably be exclusively about the revenue budget.

Ms. Adams stated legally, the way that that would work in order to allow for no violation of Sunshine Laws is we can notice Reunion East having a workshop during the time that Reunion West would typically be meeting. So your meeting is already noticed, and we'll schedule a workshop for Reunion East. The Board members can discuss any CDD matters during that period and then Reunion West will take their Board action during your meeting time and then Reunion East will take Board action during the meeting time. Typically, during a workshop the Board is not making decisions or making motions, it's more of a discussion opportunity.

Ms. Adams stated the schedule the Board is considering is Reunion West at 11:00 a.m. on March 13, then a joint workshop at 12:00 p.m., and then Reunion East meeting would be after.

Ms. Trucco stated that Mr. Staley mentioned a discussion on the stables. She noted that issue is being reviewed by the Reunion East CDD's Tax Bond Counsel right now. She is still waiting for an estimate on when that review and report will be completed.

> On MOTION by Mr. Greenstein seconded by Mr. Staley with all in favor Scheduling a Joint Workshop Meeting for Reunion West and Reunion East in March 2025 and June 2025 was approved.

**SEVENTH ORDER OF BUSINESS** **Review of Fiscal Year 2026 Replacement and Maintenance Project List**

Ms. Adams stated Alan and staff are preparing for the proposed Fiscal Year 2026 budget. One of the items that we need to have a sense of is how much how much funding to allocate for the R&M Fund in Fiscal Year 2026. Included on page 63 is a draft project list. This is a discussion item in order to allow for Board input as well as any input from staff that's in attendance today. Ms. Adams reviewed the draft project list and their rough cost estimates.

Mr. Staley appreciated the level of detail that went into the project list. Mr. Staley stated before the workshop he would suggest having a conversation with Grace about Encore. Is there anything over there that we think we might have to do in the next five years, not just one year? And the same goes for Reunion Village. He noted that they need to think about those two communities as well.

**EIGHTH ORDER OF BUSINESS** **Discussion on Amazon Delivery Procedures at Certain Entrance Gates**

Ms. Adams stated the next item is a very preliminary discussion item. She noted she had been contacted by Amazon Delivery Services. They are very busy with deliveries at Reunion. There's on average about 50 deliveries a day from Amazon. They utilize marked vehicles that are marked "Amazon Delivery Carriers" and they also utilize unmarked delivery carriers. They have a very unique delivery service. Unlike UPS who might come in once a day with one truck, this is multiple vehicles throughout the day and night. They have a system where their equipment can be installed at certain entrances in order to allow for expedited Amazon delivery. Rather than needing to go through the gate and needing to be let in by security or completely not have access at resident only gates it's an option. This is a policy issue that would be up to the Board. Ms. Adams stated that she did not do any work on this because she didn't want to get ahead of the Board. She noted that the Board could direct staff to come back with some options if they were interested. The technical specifications are on page 65 of the agenda which shows the equipment that is installed and then the drivers have compatible openers and they're indicating that there's a verification process but it's Amazon that's verifying this process. Mr. Staley stated I can imagine these drivers change every five minutes, and my only concern would be do they lose access to the app once they're no longer employed by Amazon. Ms. Adams stated these are public roadways. This is more of an expedited entry than any other issue. Ms. Adams stated they still need to completely vet this, they wanted to gauge interest before investing time into this item without Board direction.

Mr. Staley stated that it seems like a reasonable thing to consider. He suggested that Ms. Adams and Mr. Vargas do a bit more research on this item.

**NINTH ORDER OF BUSINESS** **Discussion Regarding CDD Communications**

Ms. Adams stated the next agenda item is discussion regarding CDD communications. She noted that the CDD is in compliance with Florida law for example noticing the meetings in the newspaper, posting the agenda seven day in advance as well as the meeting schedules on the website. However, there has been frustration that perhaps the CDD could be doing more at Reunion in order to communicate with property owners. Chairman Staley has prepared discussion points which are included in the agenda packet on page 68.

Mr. Staley stated he got concerned about communications during the pavement project because it felt like we were incapable of communicating with the community promptly and quickly in the event of an issue, for example, the issues with the pavement work.

Mr. Staley stated that there are three buckets here. The first is the Sunshine Law. We can always talk to staff but I think we're pretty limited what we can do here. The other two areas, we would love it if the community was coming to us and engaging directly with the CDD. They have access to the monthly meetings. They have the minutes, which sometimes are very difficult to read anyway because of the complexity of the subjects. They have the website they can go to and they can also contact Board members.

Mr. Staley stated the area where I think we can make the most difference is with our outreach to the community. We talk to people, we have public meetings, etc. But we also use the HOA and the POA to send out email blasts. It probably takes two or three days to get something sent out that way, it's not a quick process, but it works. A lot of people don't seem to have their email addresses on the HOA databases because they're saying we never see the agenda, we never see anything the CDD is doing. That's something they have to fix. They have to talk to their HOAs.

Mr. Staley stated that they continue to use the email blasts, but they can also use the Facebook groups. We're not allowed to use Facebook ourselves as individuals. But if we want to get something out quickly, like we know there's an issue with the pavement, we could send a notice to the two administrators of the Facebook Group and I know they would post it straight away and you would reach 1,000 people.

Mr. Staley stated that Ms. Adams mentioned what she's done in some CDDs, you can actually set up an email system that we control as a CDD and we can send out communications from that system. It would be an opting in system, so residents and owners would have to register with us, just like they register with the HOA. Ms. Trucco commented on potential legal issues related to use of social media platforms for communicating CDD business. He stated that is something I would like us to talk about at the workshop.

**TENTH ORDER OF BUSINESS** **Staff Reports**

**A. Attorney**

**i. Sunshine Law and Public Records Law**

Ms. Trucco stated that her firm has provided an update to most of their Boards. It's just a reminder about the Sunshine Law and the public records laws that apply to CDD Supervisors as public officials in the state of Florida. It was prompted because we came across a new case that is attached to this memorandum called Paris vs. State, wherein two city council members were criminally convicted and sentenced to serve jail time for violating the Sunshine Law after holding

a meeting with other council members without the proper notice and without the meeting being open to the public, which is a violation of the Sunshine Law. Ms. Trucco reviewed the Sunshine Law and best practices for the Board.

**B. Engineer**

**i. Pavement Project Update**

Ms. Adams stated on page 85 there's an overview of how to address the speed hump sign locations. James Curley prepared an updated paving punch list report and provided the spec sheet for the advanced warning markings for speed humps.

Mr. Curley stated we've gone through and fixed all the issues and deficiencies with the exception of the power washing, which is happening today, actually right now. That is the last item that is still going on. We've installed some speed humps, some of those were not uniform, height wise. We brought those all up to the correct height. We've gone out there, we measured them and they are all correct now and within that three-and-a-half-inch height range.

Mr. Curley stated he did contact Matt about moving the signs and Matt will have to issue a change order to move the signs. The price would be just over $14,000.

Mr. Witcher stated his opinion is that it was not the first time that they've done this type of project and they should have known that the signs were in an inappropriate place. They should have known not to put them behind other signs. They should have known not to put them behind trees. He stated that the amount of paint that they're putting down is insufficient. They are not using an appropriate product that's reflective enough to be able to see

Mr. Staley stated in Mr. Curley's document it says all speed bumps have been repainted with a better coat or reflective paint. Ms. Adams asked for clarification from Mr. Curley. Mr. Curley stated the document should say "of" not "or" reflective paint.

Board consensus was that the progressive striping is a good idea. Ms. Adams noted that they would bring back proposals for that item.

**C. Field Manager Updates**

Mr. Scheerer had nothing additional to report at this time.

**D. District Manager's Report**

**i. Action Items List**

Ms. Adams reviewed the Action Items List, which was included in the agenda package.

**ii. Approval of Check Register**

Ms. Adams presented the check register which was included in the agenda package on page 97, along with a detailed check run.

| |
|---|
| On MOTION by Mr. Staley seconded by Mr. Greenstein with all in favor the Check Register was approved. |

**iii. Balance Sheet and Income Statement**

Ms. Adams presented the unaudited financial statements.

**iv. Replacement and Maintenance Plan**

Ms. Adams presented the R&M Plan, which was included for informational purposes.

**E. Security Report**

Ms. Adams noted that the security report was included in the agenda package for Board review.

**ELEVENTH ORDER OF BUSINESS Other Business**

There being no comments, the next item followed.

**TWELFTH ORDER OF BUSINESS Supervisor's Requests**

Ms. Harley stated a few residents have come to her and said we don't have any trash bins. Now there's more full-time residents, there's more people walking around the resorts, more people walking their dogs. There are no trash cans periodically.

Ms. Adams asked Board members if they would like to have a recommendation from the field operations manager or does the Board want to see proposals for additional trash receptacles or dog waste stations on CDD property? Or you want to have a discussion next month? Ms. Adams stated you would need to consider installation, but also the maintenance of them. That would need to be considered as it impacts the budget. Board direction was for Mr. Scheerer to research best locations for additional trash and waste stations.

**THIRTEENTH ORDER OF BUSINESS** **Next Meeting Date: March 13, 2025**

Ms. Adams stated that the next meeting was scheduled for March 13, 2025 at 11:00 a.m. at this location.

**FOURTEENTH ORDER OF BUSINESS** **Adjournment**

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

_____ _____
Secretary/Assistant Secretary Chairman/Vice Chairman

# SECTION D

# SECTION I

# Reunion West

## Community Development District

Summary of Invoices

**Febuary 01, 2025 - Feburay 28, 2025**

| Fund | Date | Check No.'s | | Amount |
|---|---|---|---|---|
| General Fund | | | | |
| | 2/3/25 | 2475-2476 | $ | 1,011.60 |
| | 2/6/25 | 2477-2480 | $ | 24,153.33 |
| | 2/13/25 | 2481-2488 | $ | 139,667.60 |
| | 2/26/25 | 2489-2491 | $ | 16,413.01 |
| | | | $ | 181,245.54 |
| Payroll | | | | |
| | February 2025 | | | |
| | Graham Staley | 50675 | $ | 184.70 |
| | Mark Greenstein | 50676 | $ | 184.70 |
| | Sharon Harley | 50677 | $ | 184.70 |
| | | | $ | 554.10 |
| **TOTAL** | | | **$** | **181,799.64** |

*** CHECK DATES 02/01/2025 - 02/28/2025 *** REUNION WEST-GENERAL FUND
BANK A GENERAL FUND

| CHECK DATE | VEND# | .....INVOICE..... DATE | INVOICE | ...EXPENSED TO... YRMO | DPT ACCT# SUB | SUBCLASS | VENDOR NAME | STATUS | AMOUNT | ....CHECK..... AMOUNT | # |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 2/03/25 | 00056 | 1/22/25 | 2018855 | 202501 | 310-51300-49300 | | | * | 479.24 | | |
| | | | 2024 TAX ROLL ADMIN FEE | | | | | | | | |
| | | | | | | | OSCEOLA COUNTY PROPERTY APPRAISER | | | 479.24 | 002475 |
| 2/03/25 | 00036 | 1/01/25 | 2405 | 202412 | 320-53800-43100 | | | * | 39.73 | | |
| | | | TOHO METER#62644090 DEC24 | | | | | | | | |
| | | 1/01/25 | 2406 | 202412 | 320-53800-43000 | | | * | 430.88 | | |
| | | | DUKEENERGY#9100 8324 0443 | | | | | | | | |
| | | 1/01/25 | 2407 | 202412 | 320-53800-43000 | | | * | 61.75 | | |
| | | | DUKEENERGY#9100 8323 9862 | | | | | | | | |
| | | | | | | | KINGWOOD ORLANDO REUNION RESORT LLC | | | 532.36 | 002476 |
| 2/06/25 | 00035 | 1/31/25 | 225811 | 202501 | 300-13100-10100 | | | * | 212.04 | | |
| | | | AQUATIC 2 STRMWTR JAN25 | | | | | | | | |
| | | 1/31/25 | 225811 | 202501 | 320-53800-47000 | | | * | 159.96 | | |
| | | | AQUATIC 2 STRMWTR JAN25 | | | | | | | | |
| | | | | | | | APPLIED AQUATIC MANAGEMENT, INC. | | | 372.00 | 002477 |
| 2/06/25 | 00053 | 1/31/25 | 5743 | 202501 | 300-13100-10100 | | | * | 1,061.91 | | |
| | | | RPLC MAGNA LOCK/HINGE-GAT | | | | | | | | |
| | | 1/31/25 | 5743 | 202501 | 320-53800-48100 | | | * | 801.09 | | |
| | | | RPLC MAGNA LOCK/HINGE-GAT | | | | | | | | |
| | | 1/31/25 | 5744 | 202501 | 300-13100-10100 | | | * | 1,273.95 | | |
| | | | RPLC FENCE/GATE LATCH/RST | | | | | | | | |
| | | 1/31/25 | 5744 | 202501 | 320-53800-48100 | | | * | 961.05 | | |
| | | | RPLC FENCE/GATE LATCH/RST | | | | | | | | |
| | | | | | | | BERRY CONSTRUCTION INC. | | | 4,098.00 | 002478 |
| 2/06/25 | 00066 | 1/29/25 | 01RWCDDM | 202501 | 300-13100-10100 | | | * | 8,626.00 | | |
| | | | LANDSCAPE MAINT JAN25 | | | | | | | | |
| | | 1/29/25 | 01RWCDDM | 202501 | 320-53800-47300 | | | * | 6,507.33 | | |
| | | | LANDSCAPE MAINT JAN25 | | | | | | | | |
| | | | | | | | CREATIVE NORTH INC | | | 15,133.33 | 002479 |
| 2/06/25 | 00069 | 1/01/25 | 5324619 | 202501 | 300-13100-10100 | | | * | 1,296.75 | | |
| | | | SECURITY COST SHARE JAN25 | | | | | | | | |
| | | 1/01/25 | 5324619 | 202501 | 320-53800-34500 | | | * | 978.25 | | |
| | | | SECURITY COST SHARE JAN25 | | | | | | | | |
| | | 2/01/25 | 5424313 | 202502 | 300-13100-10100 | | | * | 1,296.75 | | |
| | | | SECURITY COST SHARE FEB25 | | | | | | | | |
| | | 2/01/25 | 5424313 | 202502 | 320-53800-34500 | | | * | 978.25 | | |
| | | | SECURITY COST SHARE FEB25 | | | | | | | | |
| | | | | | | | REUNION WEST PROPERTY OWNERS INC | | | 4,550.00 | 002480 |
| 2/13/25 | 00051 | 2/07/25 | 4298 | 202501 | 310-51300-31100 | | | * | 3,157.50 | | |
| | | | CDD MTG/SPEED HUMP/PAVING | | | | | | | | |
| | | | | | | | BOYD CIVIL ENGINEERING INC | | | 3,157.50 | 002481 |

*** CHECK DATES 02/01/2025 - 02/28/2025 *** REUNION WEST-GENERAL FUND
BANK A GENERAL FUND

| CHECK DATE | VEND# | .....INVOICE..... DATE | INVOICE | ...EXPENSED TO... YRMO | DPT ACCT# SUB | SUBCLASS | VENDOR NAME | STATUS | AMOUNT | ....CHECK..... AMOUNT | # |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 2/13/25 | 00066 | 1/31/25 | RWCDD073 | 202501 | 300-13100-10100 | | | * | 215.61 | | |
| | | | RPR RAINBIRD PRS/SPRINKLR | | | | | | | | |
| | | 1/31/25 | RWCDD073 | 202501 | 320-53800-46500 | | | * | 162.65 | | |
| | | | RPR RAINBIRD PRS/SPRINKLR | | | | | | | | |
| | | | | | | | CREATIVE NORTH INC | | | 378.26 | 002482 |
| 2/13/25 | 00020 | 2/01/25 | 606 | 202502 | 310-51300-34000 | | | * | 4,414.42 | | |
| | | | MANAGEMENT FEES FEB25 | | | | | | | | |
| | | 2/01/25 | 606 | 202502 | 310-51300-35200 | | | * | 105.00 | | |
| | | | WEBSITE ADMIN FEB25 | | | | | | | | |
| | | 2/01/25 | 606 | 202502 | 310-51300-35100 | | | * | 157.50 | | |
| | | | INFORMATION TECH FEB25 | | | | | | | | |
| | | 2/01/25 | 606 | 202502 | 310-51300-31300 | | | * | 875.00 | | |
| | | | DISSEMINATION FEE FEB25 | | | | | | | | |
| | | 2/01/25 | 606 | 202502 | 310-51300-51000 | | | * | .45 | | |
| | | | OFFICE SUPPLIES | | | | | | | | |
| | | 2/01/25 | 606 | 202502 | 310-51300-42000 | | | * | 103.04 | | |
| | | | POSTAGE | | | | | | | | |
| | | 2/01/25 | 606 | 202502 | 310-51300-42500 | | | * | 3.60 | | |
| | | | COPIES | | | | | | | | |
| | | 2/01/25 | 607 | 202502 | 320-53800-12000 | | | * | 2,895.75 | | |
| | | | FIELD MANAGEMENT FEB25 | | | | | | | | |
| | | | | | | | GOVERNMENTAL MANAGEMENT SERVICES | | | 8,554.76 | 002483 |
| 2/13/25 | 00031 | 2/10/25 | 02102025 | 202502 | 300-20700-10400 | | | * | 14,510.37 | | |
| | | | FY25 DEBT SRVC SER2015 | | | | | | | | |
| | | | | | | | REUNION WEST C/O USBANK | | | 14,510.37 | 002484 |
| 2/13/25 | 00031 | 2/10/25 | 02102025 | 202502 | 300-20700-10500 | | | * | 23,883.52 | | |
| | | | FY25 DEBT SRVC SER2016 | | | | | | | | |
| | | | | | | | REUNION WEST C/O USBANK | | | 23,883.52 | 002485 |
| 2/13/25 | 00031 | 2/10/25 | 02102025 | 202502 | 300-20700-10600 | | | * | 22,351.36 | | |
| | | | FY25 DEBT SRVC SER2017 | | | | | | | | |
| | | | | | | | REUNION WEST C/O USBANK | | | 22,351.36 | 002486 |
| 2/13/25 | 00031 | 2/10/25 | 02102025 | 202502 | 300-20700-10700 | | | * | 19,465.64 | | |
| | | | FY25 DEBT SRVC SER2019 | | | | | | | | |
| | | | | | | | REUNION WEST C/O USBANK | | | 19,465.64 | 002487 |
| 2/13/25 | 00031 | 2/10/25 | 02102025 | 202502 | 300-20700-10800 | | | * | 47,366.19 | | |
| | | | FY25 DEBT SRVC SER2022 | | | | | | | | |
| | | | | | | | REUNION WEST C/O USBANK | | | 47,366.19 | 002488 |
| 2/26/25 | 00073 | 2/26/25 | 7482-02- | 202502 | 310-51300-31400 | | | * | 450.00 | | |
| | | | ARBITRAGE SERIES 2022 | | | | | | | | |
| | | | | | | | AMERICAN MUNICIPAL TAX-EXEMPT | | | 450.00 | 002489 |

*** CHECK DATES 02/01/2025 - 02/28/2025 ***
REUNION WEST-GENERAL FUND
BANK A GENERAL FUND

| CHECK DATE | VEND# | .....INVOICE..... DATE | INVOICE | ...EXPENSED TO... YRMO | DPT ACCT# SUB | SUBCLASS | VENDOR NAME | STATUS | AMOUNT | ....CHECK..... AMOUNT | # |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 2/26/25 | 00036 | 2/17/25 | 2486 | 202501 | 320-53800-43100 | | | * | 39.73 | | |
| | | | TOHO METER#62644090 JAN25 | | | | | | | | |
| | | 2/17/25 | 2487 | 202501 | 320-53800-43000 | | | * | 59.83 | | |
| | | | DUKEENERGY#9100 8323 9862 | | | | | | | | |
| | | 2/17/25 | 2488 | 202501 | 320-53800-43000 | | | * | 384.77 | | |
| | | | DUKEENERGY#9100 8324 0443 | | | | | | | | |
| | | | | | | | KINGWOOD ORLANDO REUNION RESORT LLC | | | 484.33 | 002490 |
| 2/26/25 | 00043 | 2/18/25 | 136848 | 202501 | 310-51300-31500 | | | * | 2,117.68 | | |
| | | | MTG/LIC.AGR/REQ#9/REPLAT | | | | | | | | |
| | | 2/18/25 | 136849 | 202501 | 310-51300-31500 | | | * | 13,361.00 | | |
| | | | MOTION DISMISS/LAW/HEARNG | | | | | | | | |
| | | | | | | | LATHAM LUNA EDEN & BEAUDINE LLP | | | 15,478.68 | 002491 |

TOTAL FOR BANK A 181,245.54

TOTAL FOR REGISTER 181,245.54

# SECTION II

# *Reunion West*

## *Community Development District*

## *Unaudited Financial Reporting*

*January 31, 2025*

# Table of Contents

# Reunion West

**Community Development District**

**Balance Sheet**

**January 31, 2025**

| | *General Fund* | *Replacement & Maintenance Fund* | *Debt Service Fund* | *Capital Projects Fund* | *Totals Governmental Funds* |
|---|---|---|---|---|---|
| **Assets:** | | | | | |
| Cash - Truist | $ 844,384 | $ 96,051 | $ - | $ - | $ 940,435 |
| Assessment Receivable | - | - | - | - | - |
| Investments: | | | | | |
| Series 2015 | | | | | |
| Reserve | - | - | 165,915 | - | 165,915 |
| Revenue | - | - | 420,628 | - | 420,628 |
| Series 2016 | | | | | |
| Reserve | - | - | 306,057 | - | 306,057 |
| Revenue | - | - | 597,140 | - | 597,140 |
| Prepayment | - | - | 26 | - | 26 |
| Series 2017 | | | | | |
| Reserve | - | - | 283,174 | - | 283,174 |
| Revenue | - | - | 542,904 | - | 542,904 |
| Prepayment | - | - | 2,758 | - | 2,758 |
| Series 2019 | | | | | |
| Reserve | - | - | 331,434 | - | 331,434 |
| Revenue | - | - | 437,592 | - | 437,592 |
| Construction | - | - | - | 123,342 | 123,342 |
| Series 2022 | | | | | |
| Reserve | - | - | 259,938 | - | 259,938 |
| Revenue | - | - | 1,092,022 | - | 1,092,022 |
| Investment - Custody | 3,171 | - | - | - | 3,171 |
| SBA - Operating | 654,346 | - | - | - | 654,346 |
| SBA - Reserve | - | 1,180,164 | - | - | 1,180,164 |
| Due from General Fund | - | - | 1,955 | - | 1,955 |
| Due from Reunion East | 82,923 | 187,276 | - | - | 270,199 |
| Prepaid Expenses | 562 | - | - | - | 562 |
| **Total Assets** | **$ 1,585,386** | **$ 1,463,491** | **$ 4,441,543** | **$ 123,342** | **$ 7,613,762** |
| **Liabilities:** | | | | | |
| Accounts Payable | $ 42,481 | $ 270,174 | $ - | $ - | $ 312,655 |
| Due to Debt Service 2015 | 222 | - | - | - | 222 |
| Due to Debt Service 2016 | 366 | - | - | - | 366 |
| Due to Debt Service 2017 | 342 | - | - | - | 342 |
| Due to Debt Service 2019 | 298 | - | - | - | 298 |
| Due to Debt Service 2022 | 726 | - | - | - | 726 |
| Due to Reunion East | 309,665 | 406,598 | - | - | 716,263 |
| **Total Liabilities** | **$ 354,100** | **$ 676,773** | **$ -** | **$ -** | **$ 1,030,873** |
| **Fund Balances:** | | | | | |
| Assigned For Debt Service 2015 | $ - | $ - | $ 586,765 | $ - | $ 586,765 |
| Assigned For Debt Service 2016 | - | - | 903,589 | - | 903,589 |
| Assigned For Debt Service 2017 | - | - | 829,179 | - | 829,179 |
| Assigned For Debt Service 2019 | - | - | 769,324 | - | 769,324 |
| Assigned For Debt Service 2022 | - | - | 1,352,685 | - | 1,352,685 |
| Assigned For Capital Projects 2019 | - | - | - | 123,342 | 123,342 |
| Unassigned | 1,231,286 | 786,718 | - | - | 2,018,004 |
| **Total Fund Balances** | **$ 1,231,286** | **$ 786,718** | **$ 4,441,542.85** | **$ 123,342** | **$ 6,582,890** |
| Total Liabilities & Fund Equity | $ 1,585,386 | $ 1,463,491 | $ 4,441,543 | $ 123,342 | $ 7,613,762 |

# Reunion West

## Community Development District
## General Fund
## Statement of Revenues, Expenditures, and Changes in Fund Balance
## For The Period Ending January 31, 2025

| | Adopted Budget | Prorated Budget Thru 01/31/25 | Actual Thru 01/31/25 | Variance |
|---|---|---|---|---|
| **Revenues:** | | | | |
| Assessments - Tax Roll | $ 1,780,771 | $ 1,428,664 | $ 1,428,664 | $ - |
| Interest | 37,500 | 12,500 | 10,513 | (1,987) |
| Rental Income | 5,714 | 1,905 | 3,880 | 1,975 |
| **Total Revenues** | **$ 1,823,985** | **$ 1,443,069** | **$ 1,443,057** | **$ (11)** |
| **Expenditures:** | | | | |
| ***Administrative:*** | | | | |
| Supervisor Fees | $ 12,000 | $ 4,000 | $ 2,000 | $ 2,000 |
| FICA Expense | 918 | 306 | 153 | 153 |
| Engineering Fees | 18,000 | 6,000 | 9,057 | (3,057) |
| Attorney | 45,000 | 15,000 | 22,472 | (7,472) |
| Arbitrage | 2,250 | - | - | - |
| Dissemination Agent | 10,500 | 3,500 | 3,500 | - |
| Annual Audit | 5,100 | - | - | - |
| Trustee Fees | 19,880 | - | - | - |
| Assessment Administration | 7,875 | 7,875 | 7,875 | - |
| Management Fees | 52,973 | 17,658 | 17,658 | (0) |
| Information Technology | 1,890 | 630 | 630 | - |
| Website Maintenance | 1,260 | 420 | 420 | - |
| Telephone | 100 | 33 | - | 33 |
| Postage | 1,500 | 500 | 83 | 417 |
| Printing & Binding | 500 | 167 | 129 | 38 |
| Insurance | 11,650 | 11,650 | 11,325 | 325 |
| Legal Advertising | 5,000 | 1,667 | - | 1,667 |
| Other Current Charges | 600 | 200 | 488 | (288) |
| Office Supplies | 250 | 83 | 1 | 82 |
| Property Appraiser Fee | 750 | 750 | 479 | 271 |
| Dues, Licenses & Subscriptions | 175 | 175 | 175 | - |
| **Total Administrative:** | **$ 198,171** | **$ 70,614** | **$ 76,445** | **$ (5,831)** |

# Reunion West

## Community Development District
## General Fund
## Statement of Revenues, Expenditures, and Changes in Fund Balance
## For The Period Ending January 31, 2025

| | Adopted Budget | Prorated Budget Thru 01/31/25 | Actual Thru 01/31/25 | Variance |
|---|---|---|---|---|
| ***Maintenance - Shared Expenses*** | | | | |
| Field Maintenance | $ 34,749 | $ 11,583 | $ 11,583 | $ - |
| Property Insurance | 52,512 | 52,512 | 47,954 | 4,558 |
| Telephone | 6,450 | 2,150 | 4,066 | (1,916) |
| Electric | 283,800 | 94,600 | 87,525 | 7,075 |
| Water & Sewer | 31,128 | 10,376 | 8,074 | 2,302 |
| Gas | 36,550 | 12,183 | 9,779 | 2,405 |
| Landscape - Contract | 501,969 | 167,323 | 190,556 | (23,233) |
| Landscape - Contingency | 21,500 | 7,167 | 8,646 | (1,479) |
| Pond Maintenance | 10,750 | 3,583 | 2,915 | 668 |
| Irrigation Repairs & Maintenance | 15,050 | 5,017 | 1,571 | 3,445 |
| Pool & Fountain Maintenance | 154,972 | 51,657 | 53,768 | (2,111) |
| Building Repairs & Maintenance | 12,900 | 4,300 | 5,849 | (1,549) |
| Contract Cleaning | 44,978 | 14,993 | 18,260 | (3,267) |
| Fitness Center Repairs & Maintenance | 5,977 | 1,992 | 1,287 | 705 |
| Gate & Gatehouse Maintenance | 32,250 | 10,750 | 17,541 | (6,791) |
| Lighting | 6,450 | 2,150 | 4,367 | (2,217) |
| Maintenance (Inspections) | 1,505 | 502 | 2,167 | (1,665) |
| Operating Supplies | 1,075 | 358 | - | 358 |
| Parking Violation Tags | 215 | 72 | - | 72 |
| Pest Control | - | - | - | - |
| Pressure Washing | 21,500 | 7,167 | 7,181 | (14) |
| Repairs & Maintenance | 12,900 | 4,300 | 5,256 | (956) |
| Roadways/Sidewalks/Bridge | 17,200 | 5,733 | 3,627 | 2,106 |
| Security | 91,963 | 30,654 | 23,980 | 6,675 |
| Signage | 6,450 | 2,150 | 3,286 | (1,136) |
| Hurricane Expense | - | - | 2,671 | (2,671) |
| **Total Maintenance - Shared Expenses** | **$ 1,404,792** | **$ 503,272** | **$ 521,910** | **$ (18,638)** |
| ***Heritage Crossing Communtiy Center*** | | | | |
| Telephone | $ 2,881 | $ 960 | $ 644 | $ 316 |
| Electric | 17,200 | 5,733 | 2,566 | 3,167 |
| Water & Sewer | 860 | 287 | 346 | (59) |
| Gas | 387 | 129 | 64 | 65 |
| Trash Services | 17,200 | 5,733 | - | 5,733 |
| Building Repairs & Maintenance | - | - | 273 | (273) |
| Contract Cleaning | 17,200 | 5,733 | 2,202 | 3,532 |
| Landscape - Contract | 15,403 | 15,403 | - | 15,403 |
| Maintenance (Inspections) | 484 | 161 | 817 | (656) |
| Operating Supplies | 1,032 | 344 | - | 344 |
| Pest Control | 516 | 172 | 206 | (34) |
| Repairs & Maintenance | 2,580 | 860 | - | 860 |
| **Total HC Communti Center Shared** | **$ 75,742** | **$ 35,516** | **$ 7,117** | **$ 28,399** |
| ***Reserves*** | | | | |
| Capital Reserve Transfer | $ 379,435 | $ 379,435 | $ 379,435 | $ - |
| **Total Reserves** | **$ 379,435** | **$ 379,435** | **$ 379,435** | **$ -** |
| **Total Expenditures** | **$ 2,058,140** | **$ 988,837** | **$ 984,907** | **$ 3,929** |
| **Excess Revenues (Expenditures)** | $ (234,156) | | $ 458,150 | |
| **Fund Balance - Beginning** | $ 234,156 | | $ 773,136 | |
| **Fund Balance - Ending** | $ - | | $ 1,231,286 | |

# Reunion West

## Community Development District

### Month to Month

| | Oct | Nov | Dec | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sept | Total |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Revenues:** | | | | | | | | | | | | | |
| Assessments - Tax Roll | $ - | $ 203,606 | $ 1,150,262 | $ 74,796 | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ 1,428,664 |
| Interest | 2,768 | 2,601 | 2,604 | 2,541 | - | - | - | - | - | - | - | - | 10,513 |
| Miscellaneous Revenues | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Rental Income | 440 | 1,720 | 430 | 1,290 | - | - | - | - | - | - | - | - | 3,880 |
| **Total Revenues** | **$ 3,208** | **$ 207,926** | **$ 1,153,296** | **$ 78,627** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ 1,443,057** |
| **Expenditures:** | | | | | | | | | | | | | |
| ***Administrative:*** | | | | | | | | | | | | | |
| Supervisor Fees | $ - | $ 600 | $ 800 | $ 600 | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ 2,000 |
| FICA Expense | - | 46 | 61 | 46 | - | - | - | - | - | - | - | - | 153 |
| Engineering Fees | 665 | 3,151 | 2,084 | 3,158 | - | - | - | - | - | - | - | - | 9,057 |
| Attorney | 2,157 | 2,219 | 2,618 | 15,479 | - | - | - | - | - | - | - | - | 22,472 |
| Arbitrage | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Dissemination Agent | 875 | 875 | 875 | 875 | - | - | - | - | - | - | - | - | 3,500 |
| Annual Audit | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Trustee Fees | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Assessment Administration | 7,875 | - | - | - | - | - | - | - | - | - | - | - | 7,875 |
| Management Fees | 4,414 | 4,414 | 4,414 | 4,414 | - | - | - | - | - | - | - | - | 17,658 |
| Information Technology | 158 | 158 | 158 | 158 | - | - | - | - | - | - | - | - | 630 |
| Website Maintenance | 105 | 105 | 105 | 105 | - | - | - | - | - | - | - | - | 420 |
| Telephone | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Postage | 25 | 4 | 30 | 23 | - | - | - | - | - | - | - | - | 83 |
| Printing & Binding | - | - | 128 | 0 | - | - | - | - | - | - | - | - | 129 |
| Insurance | 11,325 | - | - | - | - | - | - | - | - | - | - | - | 11,325 |
| Legal Advertising | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Other Current Charges | 134 | 146 | 138 | 70 | - | - | - | - | - | - | - | - | 488 |
| Office Supplies | 1 | 0 | 0 | 0 | - | - | - | - | - | - | - | - | 1 |
| Property Appraiser Fee | - | - | - | 479 | - | - | - | - | - | - | - | - | 479 |
| Dues, Licenses & Subscriptions | 175 | - | - | - | - | - | - | - | - | - | - | - | 175 |
| **Total Administrative:** | **$ 27,908** | **$ 11,718** | **$ 11,412** | **$ 25,407** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ 76,445** |

# Reunion West

## Community Development District

### Month to Month

| | Oct | Nov | Dec | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sept | Total |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| ***Maintenance - Shared Expenses*** | | | | | | | | | | | | | |
| Field Maintenance | $ 2,896 | $ 2,896 | $ 2,896 | $ 2,896 | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ 11,583 |
| Property Insurance | 47,954 | - | - | - | - | - | - | - | - | - | - | - | 47,954 |
| Telephone | 1,223 | 823 | 1,129 | 891 | - | - | - | - | - | - | - | - | 4,066 |
| Electric | 21,667 | 22,270 | 20,454 | 23,134 | - | - | - | - | - | - | - | - | 87,525 |
| Water & Sewer | 1,525 | 1,704 | 2,113 | 2,733 | - | - | - | - | - | - | - | - | 8,074 |
| Gas | 769 | 874 | 3,137 | 4,998 | - | - | - | - | - | - | - | - | 9,779 |
| Landscape - Contract | 33,497 | 74,314 | 49,249 | 33,497 | - | - | - | - | - | - | - | - | 190,556 |
| Landscape - Contingency | 421 | 7,582 | 643 | - | - | - | - | - | - | - | - | - | 8,646 |
| Pond Maintenance | 729 | 729 | 729 | 729 | - | - | - | - | - | - | - | - | 2,915 |
| Irrigation Repairs & Maintenance | 482 | 429 | - | 661 | - | - | - | - | - | - | - | - | 1,571 |
| Pool & Fountain Maintenance | 18,501 | 12,237 | 10,915 | 12,117 | - | - | - | - | - | - | - | - | 53,768 |
| Building Repairs & Maintenance | 2,265 | 2,393 | 344 | 847 | - | - | - | - | - | - | - | - | 5,849 |
| Contract Cleaning | 4,565 | 4,565 | 4,565 | 4,565 | - | - | - | - | - | - | - | - | 18,260 |
| Fitness Center Repairs & Maintenance | 678 | - | 576 | 34 | - | - | - | - | - | - | - | - | 1,287 |
| Gate & Gatehouse Maintenance | 2,542 | 2,122 | 9,092 | 3,785 | - | - | - | - | - | - | - | - | 17,541 |
| Lighting | - | 1,763 | 1,989 | 615 | - | - | - | - | - | - | - | - | 4,367 |
| Maintenance (Inspections) | 645 | 516 | - | 1,006 | - | - | - | - | - | - | - | - | 2,167 |
| Operating Supplies | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Parking Violation Tags | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Pest Control | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Pressure Washing | - | - | 2,193 | 4,988 | - | - | - | - | - | - | - | - | 7,181 |
| Repairs & Maintenance | 1,187 | - | 2,307 | 1,762 | - | - | - | - | - | - | - | - | 5,256 |
| Roadways/Sidewalks/Bridge | 484 | - | 3,143 | - | - | - | - | - | - | - | - | - | 3,627 |
| Security | 5,995 | 5,995 | 5,995 | 5,995 | - | - | - | - | - | - | - | - | 23,980 |
| Signage | 2,212 | 166 | 80 | 829 | - | - | - | - | - | - | - | - | 3,286 |
| Hurricane Expenses | 2,372 | 299 | - | - | - | - | - | - | - | - | - | - | 2,671 |
| **Total Maintenance - Shared Expenses** | **$ 152,609** | **$ 141,675** | **$ 121,546** | **$ 106,080** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ 521,910** |
| ***Heritage Crossing Communtiy Center*** | | | | | | | | | | | | | |
| Telephone | $ 172 | $ 135 | $ 169 | $ 169 | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ 644 |
| Electric | - | 1,163 | 760 | 643 | - | - | - | - | - | - | - | - | 2,566 |
| Water & Sewer | - | 109 | 110 | 127 | - | - | - | - | - | - | - | - | 346 |
| Gas | - | 24 | 20 | 20 | - | - | - | - | - | - | - | - | 64 |
| Trash Services | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Building Repairs & Maintenance | - | 273 | - | - | - | - | - | - | - | - | - | - | 273 |
| Contract Cleaning | 373 | 373 | 1,083 | 373 | - | - | - | - | - | - | - | - | 2,202 |
| Landscape - Contract | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Maintenance (Inspections) | 228 | 589 | - | - | - | - | - | - | - | - | - | - | 817 |
| Operating Supplies | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Pest Control | 36 | 97 | 36 | 36 | - | - | - | - | - | - | - | - | 206 |
| Repairs & Maintenance | - | - | - | - | - | - | - | - | - | - | - | - | - |
| **Total HC Community Center Shared** | **$ 809** | **$ 2,763** | **$ 2,177** | **$ 1,368** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ 7,117** |
| ***Reserves*** | | | | | | | | | | | | | |
| Capital Reserve Transfer | $ - | $ - | $ 379,435 | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ 379,435 |
| **Total Reserves** | **$ -** | **$ -** | **$ 379,435** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ 379,435** |
| **Total Expenditures** | **$ 181,326** | **$ 156,156** | **$ 514,570** | **$ 132,855** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ 984,907** |
| **Excess Revenues (Expenditures)** | $ (178,118) | $ 51,770 | $ 638,726 | $ (54,228) | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ 458,150 |

# Reunion West

## Community Development District

### Replacement & Maintenance Fund

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

### For The Period Ending January 31, 2025

| | Adopted Budget | Prorated Budget Thru 01/31/25 | Actual Thru 01/31/25 | Variance |
|---|---|---|---|---|
| **Revenues:** | | | | |
| Transfer In | $ 379,435 | $ 379,435 | $ 379,435 | $ - |
| Interest | 36,000 | 12,000 | 16,164 | 4,164 |
| **Total Revenues** | **$ 415,435** | **$ 391,435** | **$ 395,599** | **$ 4,164** |
| **Expenditures:** | | | | |
| Contingency | $ 600 | $ 200 | $ 160 | $ 40 |
| Capital Outlay | 1,074,887 | 358,296 | 548,619 | (190,323) |
| **Total Expenditures** | **$ 1,075,487** | **$ 358,496** | **$ 548,779** | **$ (190,284)** |
| **Excess Revenues (Expenditures)** | $ (660,052) | | $ (153,180) | |
| **Fund Balance - Beginning** | $ 952,568 | | $ 939,899 | |
| **Fund Balance - Ending** | $ 292,516 | | $ 786,718 | |

# Reunion West

## Community Development District

### Debt Service Fund - Series 2015

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

### For The Period Ending January 31, 2025

| | Adopted Budget | Prorated Budget Thru 01/31/25 | Actual Thru 01/31/25 | Variance |
|---|---|---|---|---|
| **Revenues:** | | | | |
| Special Assessments | $ 326,875 | $ 262,242 | $ 262,242 | $ - |
| Interest | 16,000 | 5,333 | 5,732 | 398 |
| **Total Revenues** | **$ 342,875** | **$ 267,575** | **$ 267,974** | **$ 398** |
| **Expenditures:** | | | | |
| **Series 2015** | | | | |
| Interest - 11/01 | $ 72,431 | $ 72,431 | $ 72,431 | $ - |
| Principal - 05/01 | 185,000 | - | - | - |
| Interest - 05/01 | 72,431 | - | - | - |
| **Total Expenditures** | **$ 329,863** | **$ 72,431** | **$ 72,431** | **$ -** |
| **Other Sources/(Uses)** | | | | |
| Transfer In/(Out) | $ - | $ - | $ - | $ - |
| **Total Other Financing Sources (Uses)** | **$ -** | **$ -** | **$ -** | **$ -** |
| **Excess Revenues (Expenditures)** | $ 13,013 | | $ 195,543 | |
| **Fund Balance - Beginning** | $ 220,411 | | $ 391,223 | |
| **Fund Balance - Ending** | $ 233,424 | | $ 586,765 | |

# Reunion West

## Community Development District

### Debt Service Fund - Series 2016

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

### For The Period Ending January 31, 2025

| | Adopted Budget | Prorated Budget Thru 01/31/25 | Actual Thru 01/31/25 | Variance |
|---|---|---|---|---|
| **Revenues:** | | | | |
| Special Assessments | $ 538,024 | $ 431,641 | $ 431,641 | $ - |
| Interest | 28,500 | 9,500 | 10,349 | 849 |
| **Total Revenues** | **$ 566,524** | **$ 441,141** | **$ 441,989** | **$ 849** |
| **Expenditures:** | | | | |
| **Series 2016** | | | | |
| Interest - 11/01 | $ 177,688 | $ 177,688 | $ 177,688 | $ - |
| Principal - 11/01 | 180,000 | 180,000 | 180,000 | - |
| Interest - 05/01 | 173,750 | - | - | - |
| **Total Expenditures** | **$ 531,438** | **$ 357,688** | **$ 357,688** | **$ -** |
| **Other Sources/(Uses)** | | | | |
| Transfer In/(Out) | $ - | $ - | $ - | $ - |
| **Total Other Financing Sources (Uses)** | **$ -** | **$ -** | **$ -** | **$ -** |
| **Excess Revenues (Expenditures)** | $ 35,087 | | $ 84,302 | |
| **Fund Balance - Beginning** | $ 526,383 | | $ 819,287 | |
| **Fund Balance - Ending** | $ 561,470 | | $ 903,589 | |

# Reunion West

## Community Development District

### Debt Service Fund - Series 2017

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

### For The Period Ending January 31, 2025

| | Adopted Budget | Prorated Budget Thru 01/31/25 | Actual Thru 01/31/25 | Variance |
|---|---|---|---|---|
| **Revenues:** | | | | |
| Special Assessments | $ 503,509 | $ 403,950 | $ 403,950 | $ - |
| Interest | 26,500 | 8,833 | 9,428 | 595 |
| **Total Revenues** | **$ 530,009** | **$ 412,784** | **$ 413,379** | **$ 595** |
| **Expenditures:** | | | | |
| **Series 2017** | | | | |
| Interest - 11/01 | $ 167,738 | $ 167,738 | $ 167,738 | $ - |
| Principal - 11/01 | 165,000 | 165,000 | 165,000 | - |
| Interest - 05/01 | 164,231 | - | - | - |
| **Total Expenditures** | **$ 496,969** | **$ 332,738** | **$ 332,738** | **$ -** |
| **Other Sources/(Uses)** | | | | |
| Transfer In/(Out) | $ - | $ - | $ - | $ - |
| **Total Other Financing Sources (Uses)** | **$ -** | **$ -** | **$ -** | **$ -** |
| **Excess Revenues (Expenditures)** | $ 33,040 | | $ 80,641 | |
| **Fund Balance - Beginning** | $ 477,492 | | $ 748,537 | |
| **Fund Balance - Ending** | $ 510,532 | | $ 829,179 | |

# Reunion West

## Community Development District

### Debt Service Fund - Series 2019

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

### For The Period Ending January 31, 2025

| | Adopted Budget | Prorated Budget Thru 01/31/25 | Actual Thru 01/31/25 | Variance |
|---|---|---|---|---|
| **Revenues:** | | | | |
| Special Assessments | $ 438,505 | $ 351,797 | $ 351,797 | $ - |
| Interest | 22,500 | 7,500 | 7,913 | 413 |
| **Total Revenues** | **$ 461,005** | **$ 359,297** | **$ 359,710** | **$ 413** |
| **Expenditures:** | | | | |
| **Series 2019** | | | | |
| Interest - 11/01 | $ 148,181 | $ 148,181 | $ 148,181 | $ - |
| Principal - 05/01 | 140,000 | - | - | - |
| Interest - 05/01 | 148,181 | - | - | - |
| **Total Expenditures** | **$ 436,363** | **$ 148,181** | **$ 148,181** | **$ -** |
| **Other Sources/(Uses)** | | | | |
| Transfer In/(Out) | $ - | $ - | $ (8,243) | $ 8,243 |
| **Total Other Financing Sources (Uses)** | **$ -** | **$ -** | **$ (8,243)** | **$ 8,243** |
| **Excess Revenues (Expenditures)** | $ 24,643 | | $ 203,285 | |
| **Fund Balance - Beginning** | $ 235,463 | | $ 566,039 | |
| **Fund Balance - Ending** | $ 260,106 | | $ 769,324 | |

# Reunion West

## Community Development District

### Debt Service Fund - Series 2022

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

### For The Period Ending January 31, 2025

| | Adopted Budget | Prorated Budget Thru 01/31/25 | Actual Thru 01/31/25 | Variance |
|---|---|---|---|---|
| **Revenues:** | | | | |
| Special Assessments | $ 1,071,322 | $ 856,037 | $ 856,037 | $ - |
| Interest | 30,500 | 10,167 | 9,855 | (311) |
| **Total Revenues** | **$ 1,101,822** | **$ 866,204** | **$ 865,892** | **$ (311)** |
| **Expenditures:** | | | | |
| **Series 2022** | | | | |
| Interest - 11/01 | $ 156,600 | $ 156,600 | $ 156,600 | $ - |
| Principal - 05/01 | 735,000 | - | - | - |
| Interest - 05/01 | 156,600 | - | - | - |
| **Total Expenditures** | **$ 1,048,200** | **$ 156,600** | **$ 156,600** | **$ -** |
| **Other Sources/(Uses)** | | | | |
| Transfer In/(Out) | $ - | $ - | $ - | $ - |
| **Total Other Financing Sources (Uses)** | **$ -** | **$ -** | **$ -** | **$ -** |
| **Excess Revenues (Expenditures)** | $ 53,622 | | $ 709,292 | |

# Reunion West

## Community Development District

### Capital Projects Fund - Series 2019

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

### For The Period Ending January 31, 2025

| | Adopted Budget | Prorated Budget Thru 01/31/25 | Actual Thru 01/31/25 | Variance |
|---|---|---|---|---|
| **Revenues:** | | | | |
| Interest Income | $ - | $ - | $ 1,713 | $ 1,713 |
| **Total Revenues** | **$ -** | **$ -** | **$ 1,713** | **$ 1,713** |
| **Expenditures:** | | | | |
| Capital Outlay | $ - | $ - | $ - | $ - |
| **Total Expenditures** | **$ -** | **$ -** | **$ -** | **$ -** |
| **Other Financing Sources/(Uses)** | | | | |
| Transfer In/(Out) | $ - | $ - | $ 8,243 | $ (8,243) |
| **Total Other Financing Sources (Uses)** | **$ -** | **$ -** | **$ 8,243** | **$ (8,243)** |
| **Excess Revenues (Expenditures)** | $ - | | $ 9,956 | |
| **Fund Balance - Beginning** | $ - | | $ 113,386 | |
| **Fund Balance - Ending** | $ - | | $ 123,342 | |

# Reunion West

## Community Development District

### Long Term Debt Report

| SERIES 2015, SPECIAL ASSESSMENT REFUNDING AND IMPROVEMENT BONDS<br>ASSESSMENT AREA TWO - PHASE ONE | | |
|---|---|---|
| INTEREST RATES: | 3.500%, 4.250%, 5.000% | |
| MATURITY DATE: | 5/1/2036 | |
| RESERVE FUND REQUIREMENT | $163,438 | |
| RESERVE FUND BALANCE | $165,915 | |
| BONDS OUTSTANDING - 9/30/20 | | $3,585,000 |
| LESS: PRINCIPAL PAYMENT 05/01/21 | | ($155,000) |
| LESS: PRINCIPAL PAYMENT 05/01/22 | | ($160,000) |
| LESS: PRINCIPAL PAYMENT 05/01/23 | | ($170,000) |
| LESS: PRINCIPAL PAYMENT 05/01/24 | | ($175,000) |
| **CURRENT BONDS OUTSTANDING** | | **$2,925,000** |

| SERIES 2016, SPECIAL ASSESSMENT BONDS<br>ASSESSMENT AREA THREE PROJECT | | |
|---|---|---|
| INTEREST RATES: | 3.625%, 4.375%, 5.000% | |
| MATURITY DATE: | 11/1/2046 | |
| RESERVE FUND REQUIREMENT | $274,875 | |
| RESERVE FUND BALANCE | $306,057 | |
| BONDS OUTSTANDING - 9/30/20 | | $7,880,000 |
| LESS: PRINCIPAL PAYMENT 11/1/20 | | ($155,000) |
| LESS: PRINCIPAL PAYMENT 11/1/21 | | ($160,000) |
| LESS: PRINCIPAL PAYMENT 11/1/22 | | ($165,000) |
| LESS: PRINCIPAL PAYMENT 11/1/23 | | ($170,000) |
| LESS: PRINCIPAL PAYMENT 11/1/24 | | ($180,000) |
| **CURRENT BONDS OUTSTANDING** | | **$7,050,000** |

| SERIES 2017, SPECIAL ASSESSMENT BONDS<br>ASSESSMENT AREA FOUR PROJECT | | |
|---|---|---|
| INTEREST RATES: | 3.500%, 4.250%, 4.750%, 5.000% | |
| MATURITY DATE: | 11/1/2047 | |
| RESERVE FUND REQUIREMENT | $254,625 | |
| RESERVE FUND BALANCE | $283,174 | |
| BONDS OUTSTANDING - 9/30/20 | | $7,575,000 |
| LESS: PRINCIPAL PAYMENT 11/1/20 | | ($145,000) |
| LESS: PRINCIPAL PAYMENT 11/1/21 | | ($145,000) |
| LESS: PRINCIPAL PAYMENT 11/1/22 | | ($155,000) |
| LESS: PRINCIPAL PAYMENT 11/1/23 | | ($160,000) |
| LESS: PRINCIPAL PAYMENT 11/1/24 | | ($165,000) |
| **CURRENT BONDS OUTSTANDING** | | **$6,805,000** |

| SERIES 2019, SPECIAL ASSESSMENT BONDS<br>ASSESSMENT AREA FIVE PROJECT | | |
|---|---|---|
| INTEREST RATES: | 3.750%, 4.000%, 4.500%, 4.625% | |
| MATURITY DATE: | 5/1/2050 | |
| RESERVE FUND REQUIREMENT | $326,484 | |
| RESERVE FUND BALANCE | $331,434 | |
| BONDS OUTSTANDING - 9/30/20 | | $7,095,000 |
| LESS: PRINCIPAL PAYMENT 05/01/21 | | ($120,000) |
| LESS: PRINCIPAL PAYMENT 05/01/22 | | ($125,000) |
| LESS: PRINCIPAL PAYMENT 05/01/23 | | ($130,000) |
| LESS: PRINCIPAL PAYMENT 05/01/24 | | ($135,000) |
| **CURRENT BONDS OUTSTANDING** | | **$6,585,000** |

| SERIES 2022, SPECIAL ASSESSMENT REFUNDING BONDS | | |
|---|---|---|
| INTEREST RATES: | 3.000% | |
| MATURITY DATE: | 5/1/2036 | |
| RESERVE FUND REQUIREMENT | $259,938 | |
| RESERVE FUND BALANCE | $259,938 | |
| BONDS OUTSTANDING - 02/15/22 | | $11,840,000 |
| LESS: PRINCIPAL PAYMENT 05/01/23 | | ($690,000) |
| LESS: PRINCIPAL PAYMENT 05/01/24 | | ($710,000) |
| **CURRENT BONDS OUTSTANDING** | | **$10,440,000** |

# Reunion West

## COMMUNITY DEVELOPMENT DISTRICT

### Special Assessment Receipts

### Fiscal Year 2025

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| Gross Assessments | $ 1,894,441.80 | $ 347,739.07 | $ 572,365.55 | $ 535,647.76 | $ 466,491.57 | $ 1,135,124.88 | $ 4,951,810.63 |
| Net Assessments | $ 1,780,775.29 | $ 326,874.73 | $ 538,023.62 | $ 503,508.89 | $ 438,502.08 | $ 1,067,017.39 | $ 4,654,701.99 |

**ON ROLL ASSESSMENTS**

| | | | | | | | | 38.26% | 7.02% | 11.56% | 10.82% | 9.42% | 22.92% | 100.00% |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| *Date* | *Distribution* | *Gross Amount* | *Commissions* | *Discount/Penalty* | *Interest* | *Net Receipts* | *O&M Portion* | *2015 Debt Service Asmt* | *2016 Debt Service Asmt* | *2017 Debt Service Asmt* | *2019 Debt Service Asmt* | *2022 Debt Service Asmt* | *Total* |
| 11/18/24 | ACH | $32,502.72 | $617.79 | $1,613.42 | $0.00 | $30,271.51 | $11,581.14 | $2,125.81 | $3,499.00 | $3,274.53 | $2,851.77 | $6,939.27 | $30,271.52 |
| 11/22/24 | ACH | $533,509.44 | $10,243.38 | $21,340.46 | $0.00 | $501,925.60 | $192,024.48 | $35,247.54 | $58,016.14 | $54,294.35 | $47,284.53 | $115,058.57 | $501,925.61 |
| 12/11/24 | ACH | $2,939,376.48 | $56,436.00 | $117,576.20 | $0.00 | $2,765,364.28 | $1,057,960.83 | $194,196.68 | $319,640.50 | $299,135.26 | $260,514.63 | $633,916.37 | $2,765,364.27 |
| 12/20/24 | ACH | $255,370.88 | $4,923.73 | $9,184.51 | $0.00 | $241,262.64 | $92,301.19 | $16,942.58 | $27,886.85 | $26,097.89 | $22,728.45 | $55,305.67 | $241,262.63 |
| 01/09/25 | ACH | $14,092.34 | $274.36 | $375.33 | $0.00 | $13,442.65 | $5,142.83 | $944.01 | $1,553.80 | $1,454.12 | $1,266.38 | $3,081.52 | $13,442.66 |
| 01/09/25 | ACH | $188,195.56 | $3,650.97 | $5,645.80 | $0.00 | $178,898.79 | $68,442.31 | $12,563.10 | $20,678.40 | $19,351.86 | $16,853.39 | $41,009.74 | $178,898.80 |
| 01/28/25 | ACH | $0.00 | $0.00 | $0.00 | $3,166.09 | $3,166.09 | $1,211.27 | $222.34 | $365.96 | $342.48 | $298.27 | $725.78 | $3,166.10 |
| 02/10/25 | ACH | $2,346.06 | $46.92 | $0.00 | $0.00 | $2,299.14 | $879.59 | $161.46 | $265.75 | $248.70 | $216.59 | $527.04 | $2,299.13 |
| 02/10/25 | ACH | $209,592.46 | $4,105.37 | $4,324.48 | $0.00 | $201,162.61 | $76,959.90 | $14,126.57 | $23,251.81 | $21,760.18 | $18,950.78 | $46,113.37 | $201,162.61 |
| | | | | | | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| | | | | | | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| | | | | | | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| | | | | | | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| | | | | | | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| | | | | | | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| | | | | | | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| | | | | | | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| | | | | | | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| | | | | | | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| | **TOTAL** | **$ 4,174,985.94** | **$ 80,298.52** | **$ 160,060.20** | **$ 3,166.09** | **$ 3,937,793.31** | **$ 1,506,503.54** | **$ 276,530.09** | **$ 455,158.21** | **$ 425,959.37** | **$ 370,964.79** | **$ 902,677.33** | **$ 3,937,793.33** |

| | |
|---|---|
| **84.60%** | **Net Percent Collected** |
| **$ 716,908.68** | **Balance Remaining to Collect** |

# SECTION III

# REBATE REPORT

# $11,840,000

## Reunion West Community Development District

### (Osceola County, Florida)

### Special Assessment Refunding Bonds, Series 2022

**Dated: February 15, 2022**
**Delivered: February 15, 2022**

---

**Rebate Report to the Computation Date**
**February 15, 2027**
**Reflecting Activity To**
**January 31, 2025**

AMTEC

# SUMMARY OF REBATE COMPUTATIONS

Our computations, contained in the attached schedules, are summarized as follows:

For the February 15, 2027 Computation Date
Reflecting Activity from February 15, 2022 through January 31, 2025

| Fund Description | Taxable Inv Yield | Net Income | Rebatable Arbitrage |
|---|---|---|---|
| Escrow Fund | 0.048669% | 1,172.14 | (74,772.84) |
| Costs of Issuance Fund | 0.341006% | 6.45 | (52.24) |
| Debt Service Reserve Fund | 3.690684% | 28,513.67 | 7,726.19 |
| **Totals** | **0.924462%** | **$29,692.26** | **$(67,098.89)** |
| **Bond Yield** | **2.779778%** | | |
| Rebate Computation Credits | | | (4,437.57) |
| | | **Net Rebatable Arbitrage** | **$(71,536.46)** |

**Based upon our computations, no rebate liability exists.**

# SECTION 7

# PROPOSAL

Fausnight STRIPE & LINE INC.
910 Charles Street
Longwood, FL 32750
(407) 261-5446 * Fax (407) 261-5449

| PHONE | DATE |
|---|---|
| | 02/26/25 |
| PROPOSAL # | 25-0142 |

**JOB NAME/LOCATION**
Reunion Speed Hump Advanced Warning
Gathering Dr
City of Kissimmee

**TO:** GMS

Attention: Alan Scheerer
ascheerer@gmscfl.com

We hereby submit specifications and estimates for:

| Item | Description | Quantity | U/M | Unit Price | Amount |
|---|---|---|---|---|---|
| | Thermoplastic 12" Advanced Warning Markings & Speed Hump Arrows for 11 Locations | 1 | LS | $ 12,100.00 | $ 12,100.00 |
| | Speed Hump Signs- 11 Locations | 1 | LS | $ 10,780.00 | $ 10,780.00 |
| | **Includes** | | | | |
| | Remove Existing Speed Hump Sign (U-Channel) | 22 | AS | | |
| | Install New 13.5' X 3" Round Smooth Black Pole | 22 | AS | | |
| | Install Existing Speed Hump Sign on New Pole | 22 | AS | | |

***Note:***
*1.) Proposal covers striping mentioned above only.*
*If additional striping is required please contact us for a price.*
*2.) New Speed Hump signs will be black pole only. No base or finial.*
*3) Back Of signs are not powder coated*

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control.

**Total:** **$ 22,880.00**

Authorized Signature: Chris Neal

**Terms:** Net 30

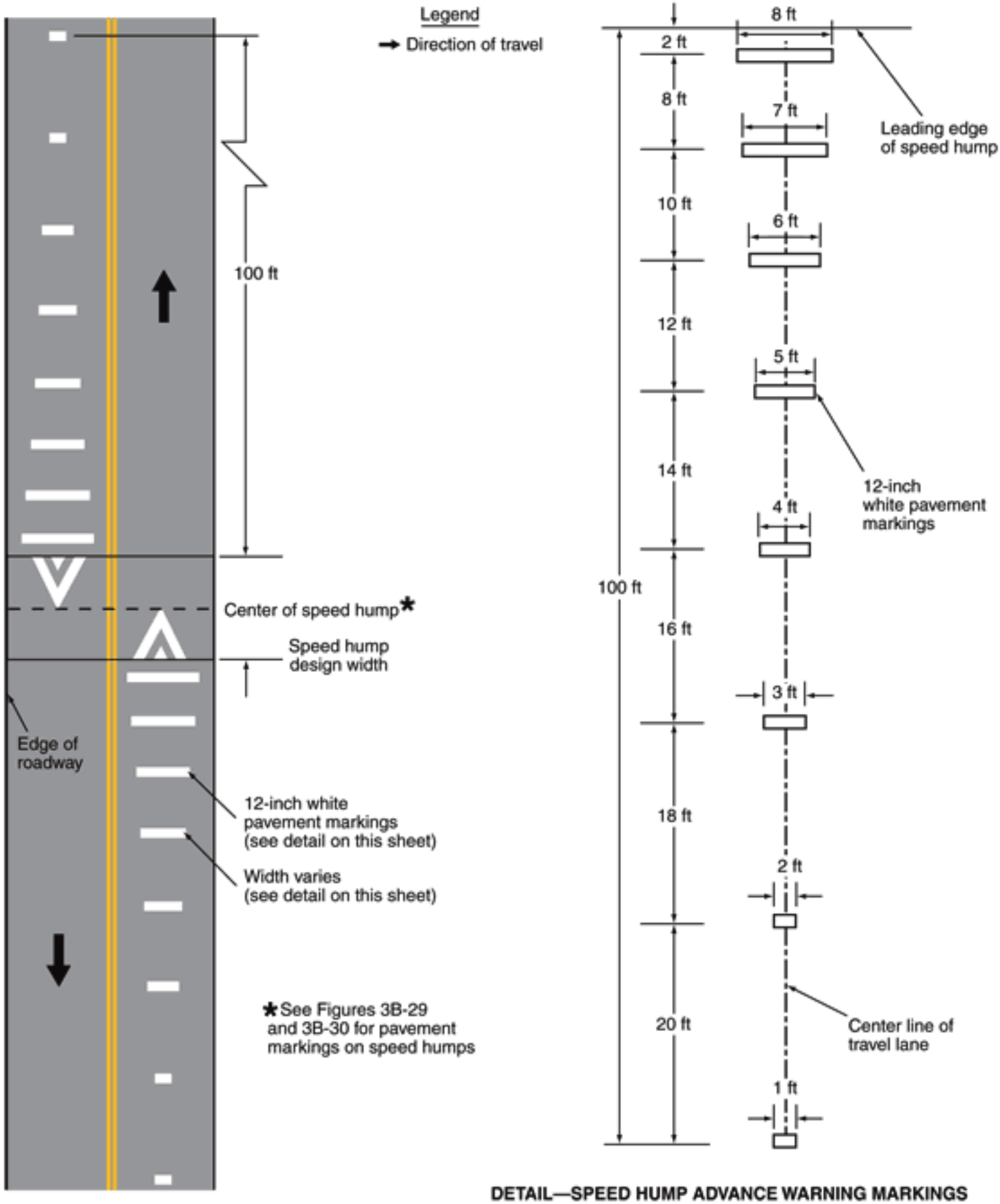
Proposal Valid for 90 Days

**Acceptance of Proposal** The above prices, specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance Signature

**CONTACTS:**
Estimating Department estimating@fausnight.com
Phil Fausnight, President/Contracts Administrator phil@fausnight.com
Matt Robinson, Project Coordinator/Scheduling matt.robinson@fausnight.com
Cris Mercedes, Gen Admin, Insurance, Submittals cris@fausnight.com

## Figure 3B-31. Advance Warning Markings for Speed Humps




DETAIL—SPEED HUMP ADVANCE WARNING MARKINGS

# SECTION 8

# REUNION EAST AND REUNION WEST COMMUNITY DEVELOPMENT DISTRICTS

# LANDSCAPE / GROUNDS MAINTENANCE SERVICES

# JOINT REQUEST FOR PROPOSALS NO.



## PROJECT MANUAL
## ISSUE DATE MARCH 24, 2025

TABLE OF CONTENTS – TO BE COMPLETED WHEN PROJECT MANUAL IS FINAL

**PUBLIC NOTICE**

**REQUEST FOR PROPOSALS**
**LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES**
**REUNION EAST AND REUNION WEST COMMUNITY DEVELOPMENT DISTRICTS**
Osceola County, Florida

Notice is hereby given that the Reunion East and Reunion West Community Development District ("**District**") will accept proposals from qualified firms ("**Proposers**") interested in providing landscape and irrigation maintenance services, all as more specifically set forth in the Project Manual. The Project Manual, including among other materials, contract documents, project scope and any technical specifications, will be available beginning **March 24, 2025, at 9:00 AM (ET)**. The Project Manual is available by emailing Syanne Hall, Governmental Management Services, Central Florida, LLC, 219 E. Livingston St., Orlando, FL 32801, at shall@gmscfl.com.

***Proposal Requirements.*** In order to submit a proposal, each Proposer must: (1) be authorized to do business in Florida; (2) hold all required state and federal licenses in good standing; (3) have at least five (5) years of experience as a landscape and irrigation maintenance contractor; and (4) submit the required proposal guarantee. Copies of the Project Manual will not be available at that meeting. The District reserves the right in its sole discretion to make changes to the Project Manual up until the time of the proposal opening, and to provide notice of such changes only to those Proposers who have requested a copy of the Proposal Manual via email.



***Submission of Proposals.*** Firms desiring to provide services for this project must submit proposals no later than **April 28, 2025, at 11:00 AM (ET)** at Governmental Management Services, Central Florida, LLC, 219 E. Livingston St., Orlando, FL 32801, Attention: Syanne Hall. The proposals will be publicly opened at that time and place. Proposals shall be submitted in a sealed package, shall bear the name of the Proposer on the outside of the package and shall clearly identify the project. Proposals received after the time and date stipulated above may be returned un-opened to the Proposer. Any proposal not completed as specified or missing the required proposal documents may be disqualified.

***Protests.*** Any protest regarding the Project Manual, including but not limited to protests relating to the proposal notice, the proposal instructions, the proposal forms, the contract form, the scope of work, the maintenance map, the specifications, the evaluation criteria, the evaluation process, or any other issues or items relating to the Project Manual, must be filed in writing within seventy-two (72) hours after the first advertisement of the Request for Proposals. 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. Additional information and requirements regarding protests are set forth in the Project Manual and the District's Rules of Procedure, which are available from the District Manager at 219 E. Livingston St., Orlando, FL 32801.

***Evaluation of Proposals.*** The Board is expected to evaluate the proposals at a public meeting on **June 12, 2025, at 11:00 AM (ET)**, at 7715 Heritage Crossing Way, Reunion, Florida 34747. Rankings will be made based on the Evaluation Criteria contained within the Project Manual. Price will be one factor used in determining the proposal that is in the best interest of the District, but the District explicitly reserves the right to make such award to other than the lowest price proposal. The District has the right to reject any and all proposals and waive any technical errors, informalities or irregularities if it determines in its discretion it is in the best interest of the District to do so. Any and all questions relative to this project shall be directed **in writing by e-mail only** to Syanne Hall at shall@gmscfl.com no later than **April 15, 2025, at 5:00 PM (ET).**

NOTICE OF MEETINGS

Unless certain circumstances exist where a public opening is unwarranted, all proposals will be publicly opened at a special meeting of the District to be held at **11:00 AM (ET), April 28, 2025**, **at the offices of Governmental Management Services, Central Florida, LLC, 219 E. Livingston St., Orlando, FL 32801**. Proposer names and total pricing will be announced at that time, provided that Proposals may be maintained on a confidential basis to the extent permitted by Florida law. No decisions of the District's Board of Supervisors will be made at that time. The Board is expected to evaluate the proposals at a public meeting on **June 12, 2025, at 11:00 AM (ET)**, **at 7715 Heritage Crossing Way, Reunion, Florida 34747** A copy of the agenda for either meeting can be obtained from the District Office at 219 E. Livingston St., Orlando, FL 32801 or by phone at (407) 841-5524.

The meetings are open to the public and will be conducted in accordance with the provisions of Florida law. There may be occasions when one or more Board Supervisors or staff members will participate by telephone. At the above locations will be present a speaker telephone so that any Board Supervisor or staff member can attend the meetings and be fully informed of the discussions taking place either in person or by telephone communication. The meetings may be continued in progress without additional notice to a time, date, and location stated on the record. If anyone chooses to appeal any decision of the Board with respect to any matter considered at a public meeting, such person will need a record of the proceedings and should accordingly ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which such appeal is to be based.

Any person requiring special accommodations to participate in the meetings is asked to advise the District Office at (407) 841-5524, at least 48 hours before either meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Office.

Reunion East and Reunion West Community Development District
Tricia Adams, District Manager

**REUNION EAST AND REUNION WEST COMMUNITY DEVELOPMENT DISTRICT**

**Landscape & Irrigation Maintenance Services**
Osceola County, Florida

**INSTRUCTIONS TO PROPOSERS**

| DATE | EVENT |
|---|---|
| **March 24, 2025** | RFP Notice is issued; RFP package available for download. |
| **March 24 to April 27, 2025** | Site inspections available.<br>*Please contact Alan Scheerer, Field Manager at 407-841-5524 or Ascheerer@gmscfl.com to schedule a time to visit the site. No verbal interpretations or answers will be given at site visits.* |
| **April 15, 2025 at 5:00 PM (ET)** | Deadline for questions (in writing only). |
| **April 28, 2025 at 11:00 AM (ET)** | Proposal submittal deadline; bid opening. |
| **June 12, 2025 at 11:00 AM** | Board meeting for evaluation of proposals |



**1. DUE DATE.** Sealed proposals ("**Proposals**") must be received from interested parties ("**Proposer**") no later than **April 28, 2025, at 11:00 AM (ET)** at **Governmental Management Services Central Florida, LLC, 219 E. Livingston St., Orlando, FL 32801, Attention: District Manager**. Unless certain circumstances exist where a public opening is unwarranted, proposals will be publicly opened at that time. Proposals received after the time and date stipulated above will not be considered.

**2. SUBMISSION OF PROPOSAL.** Submit one (1) original hard copy & one (1) digital PDF copy (flash drive or disc required – no email submissions accepted), along with other requested attachments, 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. Proposals may be mailed or hand-delivered, but the Proposer is solely responsible for ensuring that the Proposal is received by the applicable deadline. 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 REQUEST FOR PROPOSALS (Reunion East and Reunion West Community Development District – Landscape & Irrigation Maintenance) ENCLOSED" on the face of it. All costs to prepare and submit a response shall be borne by the Proposer.

**3. SIGNATURE ON PROPOSAL.** Each Proposer must correctly execute all forms, affidavits, and acknowledgments for which signature and notary blocks are provided. Anyone signing the Proposal as agent shall file with the Proposal legal evidence of his authority to do so.

**4. FAMILIARITY WITH THE PROJECT.** The Proposer, by and through the submission of the Proposal, agrees that he shall be held responsible for having heretofore examined the project site, the location of all proposed work and for having satisfied himself from his own personal knowledge and experience or professional advice as to the character, conditions, and location of the site, the nature of the turf, shrubs, trees, palms, vegetation, weeds, sprinklers and irrigation systems, roads, sidewalks and paved paths, ground, surface and subsurface, and any other

conditions surrounding and affecting the work, any obstruction, the nature of any existing construction, and all other physical characteristics of the job, in order that the Proposer may include in the prices which the Proposer proposes all costs pertaining to the work and thereby provide for the satisfactory landscape and irrigation maintenance thereof.

The Proposer agrees to accept the site in an "as is" condition, and hold its prices for the period set forth in this proposal package, regardless of any changes to the site that may occur from the time of Proposal submission and through the time of contract award and the start of any work under the contract. The Proposer, in preparing the Proposal, shall take into consideration that work by other contractors may be in progress at or near the site and that the Proposer shall not interfere with work done by such other contractors.

**5. PROJECT MANUAL.** The "Project Manual" and any addenda thereto, will be available by request from Syanne Hall at shall@gmscfl.com.

**6. QUALIFICATIONS OF PROPOSER; MANDATORY AND PERMISSIVE REQUIREMENTS.** The contract, if awarded, will only be awarded to a responsible Proposer who is qualified by experience to do the work specified herein at the sole and absolute discretion of the District. The Proposer shall submit with its Proposal satisfactory evidence of experience in similar work and show that it is fully prepared with the necessary organization, capital, and equipment to complete the work to the satisfaction of the District. Notwithstanding anything else within the Project Manual, the only mandatory requirements of this Project Manual are that each Proposer must (1) be authorized to do business in Florida, (2) hold all required state and federal licenses in good standing; (3) have at least five (5) years of experience as a landscape and irrigation maintenance contractor; and (4) submit the required proposal guarantee. All other requirements set forth in the Project Manual shall be deemed "permissive," in that a Proposer's failure to meet any requirement described in mandatory terms such as "shall," "will," "mandatory," or similar language does not automatically disqualify the Proposer's Proposal, but instead in the Board's discretion may result in the disqualification of a Proposal or alternatively may be taken into account in the evaluation and scoring of the Proposal.

**7. COLLUSION PROHIBITED.** Proposers shall be disqualified and their proposals rejected if the District has reason to believe that collusion may exist among the Proposers, the Proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

**8. INTERPRETATIONS AND ADDENDA.** All questions about the meaning or intent of the Project Manual are to be directed in writing, via e-mail only, to Syanne Hall at shall@gmscfl.com. Additionally, the District reserves the right in its sole discretion to make changes to the Project Manual up until the time of the Proposal opening. Interpretations or clarifications considered necessary in response to such questions will be issued by Addenda to all parties. Questions received after **April 15, 2025, at 5:00 PM (ET)** will not be answered. Answers to all questions will be provided to all Proposers by e-mail. Only questions answered by formal written Addenda will be binding. No interpretations will be given verbally. No inquiries will be accepted from subcontractors; the Proposer shall be responsible for all queries.

**9. 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 ninety (90) days.

**10. PROPOSAL FORMS AND BID SHEETS.** All blanks on the Proposal forms must be completed in ink or typewritten. The Proposal shall contain an acknowledgment of receipt of all Addenda. In making its Proposal, each Proposer represents that it has read and understands the Project Manual and that the Proposal is made in accordance therewith, including verification of the contents of the Project Manual against the Table of Contents. **Bid Sheets:** Proposer shall complete an Excel spreadsheet provided with the Project Manual to indicate five years of pricing based on the Scope of Services. Please use the Excel spreadsheet provided as Bid Sheets. There is one bid sheet for Reunion East CDD and one bid sheet for Reunion West CDD. All yellow cells on both bid sheets should be completed. Bidder is responsible to check formulas, typos, and all numbers before submittal. Five years of pricing is required. There is also a form for proposed Emergency Clean Up Services that must be included with the proposal submittal.

**11. PROPOSAL INFORMATION.** All Proposals should include the following information, among other things described herein:

A. A completed and executed Proposal Form, with all of its four parts and any attachments, as well as executed copies of the Affidavit Regarding Proposal, the Sworn Statement Regarding Public Entity Crimes, the Sworn Statement Regarding Scrutinized Companies, and the Anti-Human Trafficking Affidavit.

B. A listing of the position / title and corporate responsibilities of key management or supervisory personnel (forms attached). Include resumes for each person listed, and list years of experience in present position for each party listed and years of related experience.

C. Describe proposed staffing levels, including information on current operations, administrative, maintenance and management staffing of both a professional and technical nature, including resumes for staff at or above the project manager level.

D. Information related to other projects of similar size and scope for which Proposer has provided, or is currently providing, landscape and irrigation maintenance services (forms attached).

E. At least three references from projects of similar size and scope. The Proposer should include information relating to the work it conducted for each reference as well as a name, address and phone number of a contact person.

F. A narrative description of the Proposer's approach to providing the services as described in the scope of services provided herein.

G. Two bid sheets (one for Reunion East CDD and one for Reunion West CDD) which are completed proposal pricing in Excel format based on the Scope of Services. Pricing should be for five years of service. There is also a form for proposed Emergency Clean Up Services that must be included with the proposal submittal.

H. Copy of current certificate of insurance.

**12. INSURANCE.** All Proposers shall include as part of their proposal a current Certificate of Insurance demonstrating that the company's ability to meet the insurance coverage requirements set forth in the attached contract form provided herein. In the event the Proposer is notified of award, it shall provide proof of the insurance coverage identifying the District, its officers, employees and agents as additional insureds, as stated in the Contract form provided herein, within fourteen (14) calendar days after notification, or within such approved extended period as the District may grant. Failure to provide proof of insurance coverage shall constitute a default.

**13. FINANCIALS.** In evaluating and scoring the proposals, the District will consider the financial capability of each Proposer, and as such each Proposer should submit relevant information regarding financial capability. In the event the Proposer is notified of award, the District may in its sole discretion require that the Proposer provide sufficient proof of financial capability, including, if requested, audited financial statements from the last three years.

**14. PRICING.** Proposers shall submit their price information on the supplied Excel bid sheets with all yellow spaces completed. There is also a form for proposed Emergency Clean Up Services that must be included with the proposal submittal. Each line item shall be clearly stated and cover all charges including incidental expenses, applicable taxes, insurance, overhead and profit. Proposers will not be allowed to make any substitutions in materials, quantities or frequencies during the proposal process. Proposers shall guarantee that their five year pricing shall not increase but remain consistent with the submitted pricing proposal throughout the term of the contract agreement executed.



**15. BASIS OF AWARD/RIGHT TO REJECT.** The District reserves the right to reject any and all proposals, in its sole and absolute discretion, make modifications to the work, and waive any informalities or irregularities in proposals as it is deemed in the best interests of the District.

**16. CONTRACT AWARD.** The contract awarded pursuant to this RFP is anticipated to commence on **October 1, 2025**, with an initial term of one (1) year and up to four (4) optional annual renewals, for a total contract term of five (5) years. Within fourteen (14) days of receipt of the Notice of Award from the District or as otherwise extended by the District, the Proposer shall enter into and execute a Contract in substantially the form included in the Project Manual. If a Proposer to whom a contract is awarded forfeits and fails to execute a contract agreement within the aforementioned timeframe, the contract award may be annulled at the District's option. If the award is annulled, the District may, at its sole discretion, award the contract to the next highest ranked Proposer for the contract work, re-advertise, perform the work by day/temporary labor, or through in-house operations. The District and the selected contractor ("**Contractor**") will execute a contract for a specified term. Upon expiration or termination of any existing contract for landscape and irrigation maintenance services, Contractor, if requested by the District, agrees to perform the services on a month-to-month basis until either party has provided the other party written notice of its election to renew or terminate the contract agreement. This RFP does not guarantee that a contract will be awarded. The District reserves the exclusive right to reject any and all Proposals. The District reserves the right to award by items, groups of items, or total proposal.

**17. INDEMNIFICATION; LIMITATION OF LIABILITY.** The successful Proposer shall fully indemnify, defend and hold harmless the District and its officers, agents, and employees 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 agreement form, provided herein. Nothing herein shall be construed as or constitute a waiver of District's limitations on liability contained in section 768.28, *Florida Statutes*, or other statute or law.

**18. FAMILIARITY WITH THE LAW.** By submitting a Proposal, 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 as well as the District's operating rules and procedures. Ignorance on the part of the Proposer will in no way relieve it from responsibility to perform the work covered by the proposal in compliance with all such laws, ordinances and regulations

**19. EVALUATION OF PROPOSALS.** The proposals shall be ranked based on criteria presented in the Evaluation Criteria sheets contained within the Project Manual. The Board shall review and evaluate the Proposals in their individual discretion, and make any final determination with respect to the award of a final contract that is in the best interests of the District. Chapter 112 of the Florida Statutes will govern any voting conflicts of interest, and as such a voting conflict of interest may arise solely where there is a personal financial interest relating to the contract award.



Proposals may be held by the District for a period not to exceed 90 days from the date of proposal opening for the purposes of reviewing the proposals and investigating the qualifications of the Proposers, prior to executing a contract agreement. During this time, all provisions of the submitted proposal must be in effect, including pricing. The District may visit the Proposer's facilities as part of the evaluation process. The District also reserves the right to seek clarification from prospective firms on any issue in a response, invite specific firms for site visits or oral presentations, or take any action it feels necessary to properly evaluate the submissions and construct a solution in the District's best interest. Failure to submit the requested information or required documentation may result in the lessening of the proposal score or the disqualification of the proposal response.

**20. BLACK-OUT PERIOD/CONE OF SILENCE.** The black-out period is defined as between the time the Request for Proposals is issued by the District and the time the Board awards the contract. During this black out period, and except as otherwise expressly authorized herein, any attempt to communicate either directly or indirectly with District staff or officials related to this solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication, will result in disqualification of their award and/or contract. This does not apply to pre-solicitation conferences, contract negotiations, or communications with staff not concerning this solicitation.

**21. REFERENCE TERMS.** Any headings in this document are for the purposes of reference only and shall not limit or otherwise affect the meaning thereof. Any reference to gender shall be construed to include all genders, firms, partnerships and corporations. References in the singular shall be construed to include the plural and references in the plural shall be construed to include the singular.

**22. ADDITIONAL TERMS AND CONDITIONS.** No additional terms and conditions included with the proposal response shall be evaluated or considered and any and all such

additional terms and conditions shall have no force and effect and are inapplicable to this proposal. If submitted either purposefully through intent or design or inadvertently appearing separately in transmitting letters, specifications, literature, price lists or warranties, it is understood and agreed the general and special conditions in this solicitation are the only conditions applicable to this proposal and the Proposer's authorized signature affixed to the proposal attests to this.

**23. PROTESTS.** Any protest relating to the Project Manual, including but not limited to protests relating to the proposal notice, the proposal instructions, the proposal forms, the contract form, the scope of work, the maintenance map, the specifications, the evaluation criteria, the evaluation process, or any other issues or items relating to the Project Manual, must be filed in writing, within seventy-two (72) hours (excluding Saturdays, Sundays, and official holidays of the State of Florida) after the initial advertisement; and any protest relating to a decision regarding a contract award or rejection of proposal(s) must be filed within seventy-two (72) hours (excluding Saturdays, Sundays, and official holidays of the State of Florida) after issuance of a notice of such a decision. Such protests must be filed at: **Reunion East and Reunion West Community Development District, c/o: Governmental Management Services, Central Florida, LLC, 219 E. Livingston St., Orlando, FL 32801, ATTN: Tricia Adams, District Manager.** A 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 relating to the aforesaid Project Manual.

Any person who files a notice of protest shall provide to the District, simultaneous with the filing of the notice, a protest bond with a responsible surety to be approved by the District and in the amount equal to 1% of the anticipated total contract award (including the initial one year term of the contract and all renewal terms) that is the subject of the protest. If the protest relates to the Project Manual, or a decision to reject all proposals, the protest bond shall be in the amount of Twenty Thousand Dollars ($20,000.00). In the event the protest is successful, the protest bond shall be refunded to the protestor. In the event the protest is unsuccessful, the protest bond shall be applied towards the District's costs, expenses and attorney's fees associated with hearing and defending the protest. In the event that the protest is settled, the protest bond may be applied as set forth in the settlement agreement. No proposer shall be entitled to recover any costs of proposal preparation from the District, regardless of the outcome of any protest.

**24. E-VERIFY.** The successful Contractor must comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, the Contractor must register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees and shall comply with all requirements of Section 448.095, *Florida Statutes*, as to the use of subcontractors. The District may terminate the Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*. By entering into the Agreement, the Contractor will represent that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of the Agreement.

**25. FOREIGN INFLUENCE.** By submitting a proposal, the Proposer agrees to comply with the provisions of Section 286.101, *Florida Statutes*, regarding disclosures of any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern

if such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous 5 years. Proposer affirms that, except as may be otherwise disclosed or excluded from disclosure under Section 286.101, *Florida Statues*, Proposer has no such interest in, contract with, or grant or gift from a foreign country of concern as defined in Section 286.101, *Florida Statues*.

**26. ANTI-HUMAN TRAFFICKING REQUIREMENTS.** The successful Contractor must certify that neither it nor its principals utilize coercion for labor or services as defined in Section 787.06, *Florida Statutes*. The successful Contractor agrees to execute an affidavit certifying the same in compliance with Section 787.06(13), *Florida Statutes*.

**REUNION EAST AND REUNION WEST**
**COMMUNITY DEVELOPMENT DISTRICT**
**Request for Proposals – Landscape and Irrigation Maintenance Services**

**EVALUATION CRITERIA**

| Factor | Description | Points |
|---|---|---|
| 1. | **Completeness of Proposal**<br>Completeness of response in accordance with RFP instructions and requirements. Proposal is neat, professional in appearance and organized appropriately. | 5 |
| 2. | **Experience**<br>Contractual and technical experience in performing work of similar size and scope; experience working with commercial properties, community development districts, or public agencies; strength and stability of the contractor. This may also include the quality of client references. | 25 |
| 3. | **Qualifications of Key Personnel**<br>Qualifications of staff, adequacy of labor commitment, training programs for staff that are going to be assigned to this Project under this contract. | 25 |
| 4. | **Machinery, Equipment, and Manpower**<br>Contractor possesses adequate machinery, equipment, and manpower to perform the work for this Project under this contract in a high quality manner or the ability to acquire said machinery, equipment, and manpower prior to contract start date. Financial stability and creditworthiness of contractor will be considered. Contractor should provide Project specific information. | 20 |
| 5. | **Cost**<br>Cost Proposal will be evaluated using the following formula:<br><br>(Lowest Proposed Cost / Proposer's Cost) X 25 = Total Cost Points<br><br>*Note: a sum of five (5) years of pricing inclusive of both Districts will be considered for purposes of determining the lowest cost proposal.* | 25 |
| Total | | 100 |

**Evaluation notes:** Once proposals are received, the District's Board of Supervisors will review each submittal related to the District and score each proposal based on the evaluation criteria, information provided in response to reference checks, and any other information available to the Districts and permitted to be used under law. The District's award will be based on the proposal that is most advantageous to the District.

The District also reserves the right to seek clarification from prospective firms on any issue in a response for the District, invite specific firms for site visits or oral presentations, or take any action it feels necessary to properly evaluate the submissions and construct a solution in the District's best interest. Failure to submit the requested information or required documentation may result in the lessening of the proposal score or the disqualification of the proposal response.

Do not attempt to contact any District Board member, staff member or any person other than the appointed staff for questions relating to this RFP. Anyone attempting to lobby District representatives will be disqualified.

**REUNION EAST AND REUNION WEST COMMUNITY DEVELOPMENT DISTRICT**
**LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES**
**PROPOSAL SUMMARY FORM**

NAME OF PROPOSER COMPANY: _____

NAME OF PERSON COMPLETING THIS BID: _____

EMAIL: _____

*In accordance with the Request for Proposals for Landscape and Irrigation Maintenance, the person completing this proposal on behalf of Proposer agrees to provide all services as described in the detailed Scope and/or Specifications if awarded a contract hereunder. Proposer acknowledges that the contract with the successful proposer is anticipated to start October 1, 2025. All proposals shall be in accordance with the Project Manual.*

**I. Annual Contract Proposal Amount Year 1 and Sum of Five Years:**

*It is important to also submit the Excel spreadsheet provided as bid sheets as part of the project manual. There is one bid sheet for Reunion East CDD and one bid sheet for Reunion West CDD. All pricing is submitted based on the Scope of Services included with the Project Manual.*



| | |
|---|---|
| Year 1 Total Reunion East CDD | $ |
| Year 1 Total Reunion West CDD | $ |
| Year 1 Grand Joint Total | $ |
| | |
| Sum of Five Year Pricing Reunion East CDD | $ |
| Sum of Five Year Pricing Reunion West CDD | $ |
| Sum of Five Year Grand Joint Total | $ |

**II. Minimum Qualifications:** The Proposer has satisfied the following minimum qualifications (initial each):

_____(1) authorized to do business in Florida, and
_____(2) holds all required state and federal licenses, in good standing;
_____(3) has at least five (5) years' experience with landscape maintenance projects; and
_____(4) has submitted the required proposal guarantee.

**III. Receipt of Addenda:** The Proposer certifies that the Proposer has received the following addenda (list below):

| ADDENDA NO. | DATE |
|---|---|
| | |
| | |
| | |

**AFFIDAVIT REGARDING PROPOSAL**

**STATE OF _____**
**COUNTY OF _____**

Before me, the undersigned authority, appeared the affiant, _____, and having taken an oath, affiant, based on personal knowledge, deposes and states:

1. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of _____ for _____ ("Proposer"), and am authorized to make this Affidavit Regarding Proposal on behalf of Proposer.

2. I assisted with the preparation of, and have reviewed, the Proposer's proposal ("Proposal") provided in response to the Reunion East and Reunion West Community Development District's ("District") request for proposals for landscape and irrigation maintenance services. All of the information provided therein is full and complete, and truthful and accurate. I understand that intentional inclusion of false, deceptive or fraudulent statements, or the intentional failure to include full and complete answers, may constitute fraud; and, that the District may consider such action on the part of the Proposer to constitute good cause for rejection of the proposal.

3. I do hereby certify that the Proposer has not, either directly or indirectly, participated in collusion or proposal rigging.

4. The Proposer agrees through submission of the Proposal to honor all pricing information for ninety (90) days from the opening of the proposals, and if awarded the contract on the basis of this Proposal to enter into and execute the contract in the form included in the Project Manual.

5. By signing below, and by not filing a protest within the seventy-two (72) hour period after the mandatory pre-proposal meeting, the Proposer acknowledges that (i) the Proposer has read, understood, and accepted the Project Manual; (ii) the Proposer has had an opportunity to consult with legal counsel regarding the Project Manual; (iii) the Proposer has agreed to the terms of the Project Manual; and (iv) the Proposer has waived any right to challenge any matter relating to the Project Manual, including but not limited to any protest relating to the proposal notice, proposal instructions, the proposal forms, the contract form, the scope of work, the maintenance map, the specifications, the evaluation criteria, the evaluation process, or any other issues or items relating to the Project Manual.

6. The Proposer authorizes and requests any person, firm or corporation to furnish any pertinent information requested by the District, or its authorized agents, deemed necessary to verify the statements made in the Proposal, or regarding the ability, standing, integrity, quality of performance, efficiency, and general reputation of the Proposer.

*[signature on following page]*

Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Affidavit Regarding Proposal and that the foregoing is true and correct.

Dated this ____ day of _____ 2025.

Proposer:_____
By:_____
Title:_____

**STATE OF _____**
**COUNTY OF _____**

The foregoing instrument was acknowledged before me by means of ▢ physical presence or ▢ online notarization this ____ day of _____ 2025, by _____ of _____, who is personally known to me or who has produced _____ as identification, and did [ ] or did not [ ] take the oath.

_____
Notary Public, State of Florida
Print Name:_____
Commission No.:_____
My Commission Expires: _____

**PROPOSAL FORM**

## PART I – GENERAL INFORMATION

- *Proposer General Information:*

Proposer Name _____

Street Address _____

P. O. Box (if any) _____

City _____ State _____ Zip Code _____

Telephone _____ Fax no. _____

1st Contact Name _____ Title _____

2nd Contact Name _____ Title _____

Parent Company Name (if any) _____

Street Address _____

P. O. Box (if any) _____

City _____ State _____ Zip Code _____

Telephone _____ Fax no. _____

1st Contact Name _____ Title _____

2nd Contact Name _____ Title _____

- *Company Standing:*

  Proposer's Corporate Form: _____
  (e.g., individual, corporation, partnership, limited liability company, etc.)

  In what State was the Proposer organized? _____ Date _____

  Is the Proposer in good standing with that State? Yes ___ No ___

  If no, please explain _____

  _____

  _____

  Is the Proposer registered with the State of Florida, Division of Corporations and authorized to do business in Florida? Yes ___ No ___

  If no, please explain _____

  _____

  _____



- *What are the Proposer's current insurance limits? (Please attach a current certificate of insurance and review the enclosed form of contract for requested insurance limits for this project)*

  General Liability $_____
  Automobile Liability $_____
  Workers Compensation $_____
  Expiration Date _____

- *Licensure* – Please list all applicable state and federal licenses, and state whether such licenses are presently in good standing:

  _____

  _____

  _____

  _____

  _____

  _____

**PROPOSAL FORM**
**PART II – PERSONNEL AND EQUIPMENT**

- *List the location of the Proposer's office, which would perform work for the District.*

  Street Address _____

  P. O. Box (if any) _____

  City _____ State _____ Zip Code _____

  Telephone _____Fax no. _____

  1st Contact Name _____ Title _____

  2nd Contact Name _____ Title _____

- *Proposed Staffing Levels - Landscape and irrigation maintenance staff will include the following:*

  _____ Supervisors, who will be onsite ___ days per week;
  _____ Technical personnel, who will be onsite ___ days per _____; and
  _____ Laborers, who will be onsite ___ days per week.

- *Officers and Supervisory Personnel – Please complete the pages that follow at the end of this Part regarding the Proposer's Officers and Supervisory Personnel, and attach resumes for any individuals listed.*

- *Technical Personnel – Does the Proposer currently employ any other technical personnel who have expertise in pesticide application, herbicide application, arboriculture, horticulture, or other relevant fields of expertise? Yes ___ No ___ If yes, please provide the following information for each person (attach additional sheets if necessary):*

  Name:_____

  Position / Certifications:_____

  Duties / Responsibilities:_____

  Percent of Time to Be Dedicated to This Project: _____%

Please describe the person's role in other projects on behalf of the Proposer:

Project Name/Location:_____

Contact:_____ Contact Phone: _____

Project Type/Description: _____

Duties / Responsibilities: _____

Dollar Amount of Contract: _____

Proposer's Scope of Services for Project: _____

_____

_____

_____

Dates Serviced: _____



- *Equipment – Please complete the pages that follow at the end of this Part regarding the Proposer's Equipment that will be used in connection with this project.*

**OFFICERS**

PROPOSER:_____ DATE:_____

Provide the following information for key officers of the Proposer and parent company, if any.

| NAME | POSITION OR TITLE | RESPONSIBILITIES | INDIVIDUAL'S RESIDENCE CITY, STATE |
|---|---|---|---|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| FOR PARENT COMPANY (if applicable) | | | |
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**SUPERVISORY PERSONNEL**
**WHO WILL BE INVOLVED WITH THE WORK**

PROPOSER:_____ DATE:_____

| INDIVIDUAL'S NAME | PRESENT TITLE | JOB RESPONSIBILITIES | OFFICE LOCATION | % OF TIME TO BE DEDICATED TO THIS PROJECT / # OF DAYS ON-SITE PER WEEK | YEARS OF EXPERIENCE IN PRESENT POSITION | TOTAL YEARS OF RELATED EXPERIENCE |
|---|---|---|---|---|---|---|
| | | | | | | |
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**COMPANY-OWNED MAJOR EQUIPMENT**
**TO BE USED IN CONNECTION WITH THE WORK**

PROPOSER:_____ DATE:_____

| QUANTITY | DESCRIPTION* | # OF PROJECTS DEDICATED TO | STORAGE AND WORK SITE LOCATIONS |
|---|---|---|---|
| | | | |
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**PROPOSAL FORM**
**PART III – EXPERIENCE**

- *Has the Proposer performed work for a community development district previously?*
  *Yes ___ No ___ If yes, please provide the following information for each project (attach additional sheets if necessary):*

  Project Name/Location:_____

  Contact:_____ Contact Phone: _____

  Project Type/Description: _____

  Dollar Amount of Contract: _____

  Scope of Services for Project: _____

  _____

  _____

  _____

  Dates Serviced:_____

- *List the Proposer's total annual dollar value of landscape and irrigation services work completed for each of the last three (3) years:*

  2024 = _____

  2023 = _____

  2022 = _____

- *Please provide the following information for at least 3 References. Attach additional sheets if necessary.*

  Project #1 Name/Location:_____

  Contact:_____ Contact Phone: _____

  Your Company's Scope of Services (i.e. fertilization, mowing, pest control, weed control, thatch removal, irrigation, etc.): _____

  _____

  _____

  _____

  _____

  Is this a current contract? Yes ___ No ___

Project #2 Name/Location:_____

Contact:_____ Contact Phone: _____

Your Company's Scope of Services (i.e. fertilization, mowing, pest control, weed control, thatch removal, irrigation, etc.): _____

_____

_____

_____

_____

Is this a current contract? Yes ___ No ___

Project #3 Name/Location:_____

Contact:_____ Contact Phone: _____

Your Company's Scope of Services (i.e. fertilization, mowing, pest control, weed control, thatch removal, irrigation, etc.): _____

_____

_____

_____

_____

Is this a current contract? Yes ___ No ___



- *Has the Proposer been cited by OSHA for any job site or company office/shop safety violations in the past five years? Yes ___ No ___*

  If yes, please describe each violation, fine, and resolution _____

  _____

  What is the Proposer's current worker compensation rating? _____

  Has the Proposer experienced any worker injuries resulting in a worker losing more than ten (10) working days as a result of the injury in the past five years? Yes ___ No ___

  If yes, please describe each incident _____

  _____

- *Is the Proposer or any of its affiliates are presently barred or suspended from proposing or contracting on any state, local, or federal contracts?*
  *Yes ___ No ___ If yes, please provide:*

The names of the entities _____

The state(s) where barred or suspended _____

The period(s) of debarment or suspension _____

Also, please explain the basis for any bar or suspension:

_____

_____

_____

_____

- *List any and all governmental enforcement actions (e.g., any action taken to impose fines or penalties, licensure issues, permit violations, consent orders, etc.) taken against the Proposer or its principals, or relating to the work of the Proposer or its principals, in the last five (5) years. Please describe the nature of the action, the Proposer's role in the action, and the status and/or resolution of the action.*



_____

_____

_____

_____

- *List any and all litigation to which the Proposer or its principals have been a party in the last five (5) years. Please describe the nature of the litigation, the Proposer's role in the litigation, and the status and/or resolution of the litigation.*

_____

_____

_____

_____

- *Has the Proposer or any of its affiliates (parents or subsidiaries), or any of the Proposer's officers or principal members, shareholders or investors filed for bankruptcy, either voluntary or involuntary, within the past 10 years? Yes (_) No (_) If yes, provide the following:*

Identify the Case # and Tribunal:_____

Describe the Nature of the Action:_____

_____

_____

_____

Describe the Proposer's Role in the Action and Describe the Status and/or Resolution:

_____

_____

- *Has the Proposer or any of its affiliates (parents or subsidiaries), or any of the Proposer's officers or principal members, shareholders or investors defaulted on a loan or other financial obligation (e.g., failing to pay subcontractors or materialmen) within the past 10 years? Yes (_) No (_) If yes, please explain:*

_____

_____

_____

_____

## PROPOSAL FORM
## PART IV – PRICING BID SHEETS AND EMERGENCY CLEAN UP SERVICES COSTS

Please submit the Excel spreadsheet provided as bid sheets and part of the project manual. There is one bid sheet for Reunion East CDD and one bid sheet for Reunion West CDD. All yellow cells should be filled in. Proposer is responsible to check formulas, math and typos before submittal. Five years of pricing are required. Here is a depiction of the bid sheets – these depictions do not need to be filled in but completed bid sheets (one print copy of each bid sheet and electronic format) are required as part of the submittal. Pricing is in accordance with the Scope of Services included in the Project Manual. Please complete the proposed costs for Emergency Clean Up services to be included with the submittal.

**EXHIBIT 2 - FEE SUMMARY REUNION EAST CDD**

**Proposer:** **Property:** **Reunion East CDD**

| | 2025 OCT | 2025 NOV | 2025 DEC | 2026 JAN | 2026 FEB | 2026 MAR | 2026 APR | 2026 MAY | 2026 JUN | 2026 JUL | 2026 AUG | 2026 SEP | TOTAL |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **GENERAL SERVICES (Schedule A)** | | | | | | | | | | | | | $0 |
| **TURF CARE (Schedule B)** | | | | | | | | | | | | | $0 |
| **TREE / SHRUBCARE (Schedule C)** | | | | | | | | | | | | | $0 |
| **BEDDING PLANTS (Schedule D)** *8,076 Units Per Rotation* | | | | | | | | | | | | | $0 |
| **BED DRESSING (Schedule D)** *1,866 Yards of Bed Dressing* | | | | | | | | | | | | | $0 |
| **PALM TRIMMING (Schedule D)** *43 Queen and Foxtail 136 Date, 40 Sylvester 179 Washingtonia* | | | | | | | | | | | | | $0 |
| **IRRIGATION MAINT. (Schedule E)** *287 Number of Zones* | | | | | | | | | | | | | $0 |
| **TOTAL FEE PER MONTH:** | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | Annual Total $0 |



| Period | Year | Annual Total |
|---|---|---|
| | | (should match annual amount noted above) |
| October 2025 to September 2026 | Year 1 | |
| October 2026 to September 2027 | Year 2 | |
| October 2027 to September 2028 | Year 3 | |
| October 2028 to September 2029 | Year 4 | |
| October 2029 to September 2030 | Year 5 | |
| Sum of Five Year Pricing | | |

Year 1 Total Reunion East CDD

## EXHIBIT 2 - FEE SUMMARY REUNION WEST CDD

**Proposer:** **Property:** **Reunion West CDD**

| | 2025 OCT | 2025 NOV | 2025 DEC | 2026 JAN | 2026 FEB | 2026 MAR | 2026 APR | 2026 MAY | 2026 JUN | 2026 JUL | 2026 AUG | 2026 SEP | TOTAL |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **GENERAL SERVICES (Schedule A)** | | | | | | | | | | | | | $0 |
| **TURF CARE (Schedule B)** | | | | | | | | | | | | | $0 |
| **TREE / SHRUBCARE (Schedule C)** | | | | | | | | | | | | | $0 |
| **BEDDING PLANTS (Schedule D)** *0 Units Per Rotation* | | | | | | | | | | | | | $0 |
| **BED DRESSING (Schedule D)** *630 Yards of Bed Dressing* | | | | | | | | | | | | | $0 |
| **PALM TRIMMING (Schedule D)** *14 Queen and Foxtail, 6 Bismark 214 Sabal 12 Sylvester* | | | | | | | | | | | | | $0 |
| **IRRIGATION MAINT. (Schedule E)** *185 Number of Zones* | | | | | | | | | | | | | $0 |
| **TOTAL FEE PER MONTH:** | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | **Annual Total** $0 |

| Period | Year | Annual Total |
|---|---|---|
| October 2025 to September 2026 | Year 1 | |
| October 2026 to September 2027 | Year 2 | |
| October 2027 to September 2028 | Year 3 | |
| October 2028 to September 2029 | Year 4 | |
| October 2029 to September 2030 | Year 5 | |
| Sum of Five Year Pricing | | |
| | | |
| Year 1 Total Reunion East CDD | | |
| Year 1 Total Reunion West CDD | | |

(should match annual amount noted above)

## EMERGENCY CLEAN-UP SERVICES

In the event of a declared emergency or disaster, the following services shall be provided on a time and materials basis, at the rates (which include all costs including but not limited to overhead and profit) set forth below:

A. Debris removal personnel unit costs:

_____ $_____ per Hour

_____ $_____ per Hour

_____ $_____ per Hour

B. Debris removal equipment unit costs:

_____ $_____ per Hour

_____ $_____ per Hour

_____ $_____ per Hour

C. Other emergency/disaster related unit costs:

_____ $_____ per Hour

_____ $_____ per Hour

_____ $_____ per Hour



Costs for equipment and personnel are only payable for when the equipment and personnel are operating. No stand-by time is eligible for payment. Disaster recovery assistance services shall not exceed 70 hours for each declared emergency or disaster without separate authorization. Contractor shall maintain and supply District all necessary and adequate documentation on all emergency/disaster-related services to support reimbursement by other local, state or federal agencies. The District reserves the right to contract with an outside vendor for any or all emergency clean-up services.

**SWORN STATEMENT UNDER SECTION 287.133(3)(A),**
***FLORIDA STATUTES*, REGARDING PUBLIC ENTITY CRIMES**

***THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.***

1. This sworn statement is submitted to Reunion East and Reunion West Community Development District.

2. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of _____ for _____ ("Proposer"), and am authorized to make this Sworn Statement on behalf of Proposer.

3. Proposer's business address is _____

   _____

4. Proposer's Federal Employer Identification Number (FEIN) is _____

   (If the Proposer has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

5. I understand that a "public entity crime" as defined in Section 287.133(1)(g), *Florida Statutes*, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

6. I understand that "convicted" or "conviction" as defined in Section 287.133(1)(b), *Florida Statutes*, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

7. I understand that an "affiliate" as defined in Section 287.133(1)(a), *Florida Statutes*, means:

   1. A predecessor or successor of a person convicted of a public entity crime; or,

   2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under

an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

8. I understand that a "person" as defined in Section 287.133(1)(e), *Florida Statutes*, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which proposals or applies to proposal on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

9. Based on information and belief, the statement which I have marked below is true in relation to the Proposer submitting this sworn statement. (Please indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity, have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (please indicate which additional statement applies):

_____ There has been a proceeding concerning the conviction before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Florida Department of Management Services.)

Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Sworn Statement under Section 287.133(3)(a), Florida Statutes, Regarding Public Entity Crimes and all of the information provided is true and correct.

Dated this _____ day of _____ 2025.

Proposer:_____
By:_____
Title:_____

**STATE OF _____**
**COUNTY OF _____**

The foregoing instrument was acknowledged before me by means of ▢ physical presence or ▢ online notarization this ____ day of _____ 2025, by _____ of _____, who is personally known to me or who has produced _____ as identification, and did [ ] or did not [ ] take the oath.

_____
Notary Public, State of Florida
Print Name:_____
Commission No.:_____
My Commission Expires:_____

**SWORN STATEMENT PURSUANT TO SECTION 287.135(5), *FLORIDA STATUTES*, REGARDING SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN LIST OR SCRUTINIZED COMPANIES WITH ACTIVITIES IN THE IRAN PETROLEUM ENERGY SECTOR LIST**

***THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.***

1. This sworn statement is submitted to Reunion East and Reunion West Community Development District ("District").

2. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of _____ for _____ ("Proposer"), and am authorized to make this Sworn Statement on behalf of Proposer.

3. Proposer's business address is _____

   _____

4. Proposer's Federal Employer Identification Number (FEIN) is _____

   (If the Proposer has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

5. I understand that, subject to limited exemptions, Section 287.135, *Florida Statutes*, declares a company that at the time of proposing or submitting a proposal for a new contract or renewal of an existing contract is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, *Florida Statutes*, is ineligible for, and may not proposal on, submit a proposal for, or enter into or renew a contract with a local governmental entity for goods or services of $1 million or more.

6. Based on information and belief, at the time the Proposer submitting this sworn statement submits its proposal to the District, neither the Proposer, nor any of its officers, directors, executives, partners, shareholders, members, or agents, is listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

7. If awarded the contract, the Proposer will immediately notify the District in writing if either the entity, or any of its officers, directors, executives, partners, shareholders, members, or agents, is placed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Sworn Statement and all of the information provided is true and correct.

Dated this _____ day of _____ 2025.

Proposer:_____

By:_____

Title:_____

**STATE OF _____**
**COUNTY OF _____**

The foregoing instrument was acknowledged before me by means of ▢ physical presence or ▢ online notarization this ____ day of _____ 2025, by _____ of _____, who is personally known to me or who has produced _____ as identification, and did [ ] or did not [ ] take the oath.

_____
Notary Public, State of Florida
Print Name:_____
Commission No.:_____
My Commission Expires: _____

## ANTI-HUMAN TRAFFICKING AFFIDAVIT

I, _____, as _____, on behalf of _____ _____, (the "Contractor"), under penalty of perjury hereby attest as follows:

1. I am over 21 years of age and an officer or representative of the Contractor.

2. The Contractor does not use coercion for labor or services as defined in Section 787.06(2)(a), *Florida Statutes*.

3. More particularly, the Contractor does not participate in any of the following actions:

   (a) Using or threatening to use physical force against any person;

   (b) Restraining, isolating or confining or threatening to restrain, isolate or confine any person without lawful authority and against her or his will;

   (c) Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of the labor or services are not respectively limited and defined;

   (d) Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;

   (e) Causing or threatening to cause financial harm to any person;

   (f) Enticing or luring any person by fraud or deceit; or

   (g) Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03, *Florida Statutes*, to any person for the purpose of exploitation of that person.

FURTHER AFFIANT SAYETH NAUGHT.



By: _____

Name: _____

Title: _____

Date: _____

STATE OF FLORIDA
COUNTY OF _____

SWORN TO AND SUBSCRIBED before me ☐ physical presence or ☐ remote notarization by _____, as _____, of _____, who is ☐ personally known to me or ☐ who produced _____ as identification this _____ day of _____, 2025.

_____

(Notary Seal) Notary Public

**SAMPLE LANDSCAPE AND IRRIGATION MAINTENANCE AGREEMENT**

**THIS AGREEMENT** ("**Agreement**") is made and entered into this ___day of _____ 2025, by and between:

_____ **COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, located in Osceola County, Florida, whose mailing address is c/o Governmental Management Services – Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801 (the "**District**"), and

_____, INC., a Florida Corporation, whose mailing and principal address is _____("**Contractor**").

**RECITALS**

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



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

**WHEREAS,** Contractor submitted a proposal and represents that it is qualified, willing and capable to serve as a landscape and irrigation maintenance contractor and provide such services to the District.

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

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

**2. CONTRACTOR OBLIGATIONS.**

**A.** ***Scope of Services***. Contractor shall provide the services described in the Scope of Services attached hereto as **Exhibit A** ("**Work**"), for the areas identified in the Landscape Maintenance Map attached hereto as **Exhibit B** ("**Landscape Maintenance Area**"), both of which are incorporated herein by this reference. Contractor acknowledges and agrees that the Landscape Maintenance Area may be reasonably adjusted, in the sole discretion of the District, to accurately reflect areas of the Work actually being performed, which adjustments shall not result in change in the price for the Work as reflected in Contractor's fee summary attached hereto as **Exhibit C** ("**Fee Summary**") and incorporated herein by this reference. Should any work and/or services be required which

are not specified in this Agreement or any amendments, addenda, or change orders but which are nevertheless necessary for the proper provision of services to the District, such work or services shall be fully performed by Contractor as if described and delineated in this Agreement. In the event of any conflict between the terns in this Agreement and the terms in any of the exhibits attached hereto, the terms in this Agreement shall control.

**B.** ***Acceptance of Site***. By executing this Agreement, the Contractor agrees that the Contractor was able to inspect the site prior to the execution of this Agreement, and that the Contractor agrees to be responsible for the care, health, maintenance, and replacement, if necessary, of the existing landscaping, in its current condition, and on an "as is" basis. The Contractor shall be strictly liable for the decline or death of any plant material, regardless of whether such decline or death is due to the negligence of the Contractor or a former contractor, except that the Contractor shall not be responsible for fire, cold, storm or wind damage, incurable or uncontrollable diseases, or damage due to vandalism. Upon the occurrence of any such exceptions, Contractor shall immediately notify the District. Contractor shall replace, at Contractor's expense, all plant material that, in the opinion of the District, fails to maintain a healthy, vigorous condition as a result of the Contractor's failure to perform the Work specified herein. No changes to the compensation set forth in this Agreement shall be made based on any claim that the existing landscaping was not in good condition or that the site was unsuitable for such landscaping.



**C.** ***Manner of Contractor's Performance.*** The Contractor agrees, as an independent contractor, to undertake the Work as specified in this Agreement or any Work Authorization (defined herein) issued in connection with this Agreement. All Work shall be performed in a neat and professional manner acceptable to the District and shall be in accordance with all applicable standards, and as required by the Scope of Services. The performance of all Work and additional services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District. The Contractor warrants that the Work shall be free from any defects in workmanship and Contractor agrees to a warranty for a period of one year from completion of any portion of the Work to repair any deficiencies, fixes or touch-ups needed.

**D.** ***Discipline, Employment, Uniforms.*** Contractor shall maintain at all times strict discipline among its employees, subcontractors, agents and assigns and represents to the District that it has performed all necessary background checks of the same. Contractor shall not employ for work on the project any person unfit or without sufficient skills to perform the job for which such person is employed. All laborers and foremen of the Contractor shall perform all Work on the premises in a uniform to be designed by the Contractor. No shirtless attire, no torn or tattered attire or slang graphic T-shirts are permitted. No smoking in or around the buildings will be permitted. Rudeness or discourteous acts by Contractor employees will not be tolerated. No Contractor solicitation of any kind is permitted on property.

**E.** ***Rain Days***. In the event that time is lost due to heavy rains ("**Rain Days**"), Contractor agrees to reschedule its employees and divide their time accordingly to complete all scheduled services during the same week as any Rain Days. Contractor shall provide services on Saturdays, if needed to make up Rain Days, with prior notification to and approval by the District Representative(s) (defined herein).

**F.** ***Protection of Property.*** Contractor shall use all due care to protect against any harm to persons or property while performing the Work. If Contractor's acts or omissions result in any damage to property within the District, including but not limited to damage to landscape lighting and irrigation system components, entry monuments, etc., the Contractor shall immediately notify the District and promptly repair all damage – and/or promptly replace damaged property – to the sole satisfaction of the District. If Contractor fails to do so, the District reserves the right to make such repairs and Contractor shall reimburse the costs of such repair or replacement.

**G.** ***District Representative; Reporting***. The District shall designate in writing a person to act as the District Representative with respect to the Work to be performed under this Agreement. The District Representative shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to Contractor's services, including the Work.

**i.** The District hereby designates the District Manager or his or her designee, to act as the District Representative.

**ii.** The District shall have the right to change its designated Representative with written notice to Contractor.

**iii.** Contractor agrees to meet with the District's representative no less than bi-weekly to walk the property and discuss conditions, schedules, and items of concern regarding this Agreement and to provide a monthly written report summarizing, at minimum, the Work performed during the month, any issues and/or areas of concern and the schedule of Work to be performed for the upcoming month.

**iv.** Contractor agrees to attend the regularly scheduled meetings of the Board of Supervisors of the District, upon request.

**H.** ***Deficiencies***. Contractor shall identify and promptly notify the District Representative of any deficient areas by written communication, including any explanations of proposed actions to remedy such deficiencies. Upon approval by the District Representative, the Contractor shall take such actions as are necessary to address the deficiencies within a reasonable time period specified by the District Representative, or if no time is specified by the District, within three (3) days and prior to submitting any invoices to the District. Contractor and the District recognize that time is of the essence with this Agreement and that the District will suffer financial loss if the deficiencies are not timely addressed. Should the Contractor fail to address any deficiencies within the time set forth by the District Representatives, the District shall have the rights to, among other remedies available at law or in equity, fine the Contractor one hundred dollars ($100.00) per day; to withhold some or all of the Contractor's compensation under this Agreement; and to contract with outside sources to perform necessary work with all charges for such services to be reimbursed by Contractor or deducted from the Contractor's compensation.

**I.** ***Compliance with Laws***. The Contractor shall keep, observe, and perform

all requirements of applicable local, state and federal laws, rules, regulations, ordinances, permits, licenses, or other requirements or approvals. Further, the Contractor shall notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, state, or federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any act or omission of the Contractor or any of its agents, servants, employees, or material men, or appliances, or any other requirements applicable to provision of services. Additionally, the Contractor shall promptly comply with any requirement of such governmental entity after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation.

**J.** ***Safety***. Contractor shall provide for and oversee all safety orders, precautions, and programs necessary for the Work. Contractor shall maintain an adequate safety program to ensure the safety of employees and any other individuals working under this Agreement. Contractor shall comply with all OSHA standards. Contractor shall take precautions at all times to protect any persons and property in performing the Work, utilizing safety equipment including but not limited to bright vests and traffic cones.

**K.** ***Environmental Activities*****.** The Contractor agrees to use best management practices, consistent with presently accepted industry standards, with respect to the storage, handling and use of chemicals (e.g., fertilizers, pesticides, etc.) and fuels. The Contractor shall keep all equipment clean (e.g., chemical sprayers) and properly dispose of waste. Further, the Contractor shall immediately notify the District of any chemical or fuel spills. The Contractor shall be responsible for any environmental cleanup, replacement of any turf or plants harmed from chemical burns, and correcting any other harm resulting from the Work to be performed by Contractor.



**L.** ***Payment of Taxes; Procurement of Licenses and Permits.*** Contractor shall pay all taxes required by law in connection with the Work, including sales, use, and similar taxes, and shall secure all licenses and permits necessary for proper completion of the Work, paying the fees therefore and ascertaining that the permits meet all requirements of applicable federal, state and local laws or requirements.

**M.** ***Subcontractors*****.** Contractor shall not assign any portion of the Work to subcontractors without prior, written approval of the District. In the event any portions of the Work are assigned to subcontractors, Contractor shall be responsible for the satisfactory performance of such work by subcontractors. Nothing in this Agreement shall be construed to create a contractual relationship between any subcontractor and the District.

**N.** ***Independent Contractor Status*****.** In all matters relating to this Agreement, Contractor shall be acting as an independent contractor. Neither Contractor nor employees of Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of Contractor, if any, in the performance of this Agreement. Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

**3. COMPENSATION; TERM.**

**A.** ***Term***. The term of this Agreement shall be from October 1, 2025, to September 30, 2026 ("**Year 1**"), unless terminated earlier in accordance with the terms of this Agreement. Thereafter, this Agreement will automatically renew in additional, one (1) year terms, for up to four (4) additional annual renewals, unless terminated earlier in accordance with the terms of this Agreement.

**B.** ***Compensation***. As compensation for the Work, the District agrees to pay Contractor an amount not-to-exceed per year for Year 1, all in accordance with the Fee Summary attached hereto as **Exhibit X**. Compensation for the Work in subsequent renewal years shall be in accordance with the with the Fee Summary attached hereto as **Exhibit X.**

**C.** ***Additional Work.*** Should the District desire that the Contractor provide additional work and/or services relating to the District's landscaping and/or irrigation systems (e.g., additional services or services for other areas not specified in this Agreement), such additional work and/or services shall be fully performed by the Contractor after prior approval of a required Work Authorization. The Contractor agrees that the District shall not be liable for the payment of any additional work and/or services unless the District first authorizes the Contractor to perform such additional work and/or services through an authorized and fully executed Work Authorization, a form of which is attached hereto as **Exhibit X**. The Contractor shall be compensated for such agreed additional work and/or services based upon a payment amount derived from the prices set forth in the Contractor's Fee Summary attached hereto as **Exhibit X**. If pricing for any such additional work or services is not specifically provided for in the exhibits hereto, Contractor agrees to negotiate in good faith on such pricing. Nothing herein shall be construed to require the District to use the Contractor for any such additional work and/or services, and the District reserves the right to retain a different contractor to perform any additional work and/or services.

**D.** ***Payments by the District.*** The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. Each monthly invoice shall contain, at a minimum, the District's name, the Contractor's name, the invoice date, an invoice number, an itemized listing of all costs billed on the invoice with a description of each sufficient for the District to approve each cost, the time frame within which the services were provided, and the address or bank information to which payment is to be remitted. Consistent with Florida's Prompt Payment Act, section 218.70, et seq., *Florida Statutes*, these monthly invoices are due and payable within forty-five (45) days of receipt by the District.

**E.** ***Payments by Contractor***. Subject to the terms herein, Contractor will promptly pay in cash for all costs of labor, materials, services and equipment used in the performance of the Work, and upon the request of the District, Contractor will provide proof of such payment. Contractor agrees that it shall comply with Section 218.735(6), *Florida Statutes*, requiring payments to subcontractors, material men, suppliers or laborers be made within ten (10) days of receipt of payment from the District. The District may require, as a condition precedent to making any payment to Contractor, that all subcontractors, material men, suppliers or laborers be paid and require evidence, in the

form of Lien Releases or partial Waivers of Lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that Contractor provide an affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from Contractor, in a form satisfactory to the District, that any indebtedness of Contractor, as to services to the District, has been paid and that Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

**4. TERMINATION.** The District agrees that the Contractor may terminate this Agreement for cause by providing sixty (60) days' written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that, notwithstanding any other provision of this Agreement, and regardless of whether any of the procedural steps set forth in Section 2(H) of this Agreement are taken, the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days' written notice of termination without cause. Any termination by the District shall not result in liability for consequential damages, lost profits, or any other damages or liability. However, upon any termination of this Agreement by the District, the Contractor shall be entitled to payment for all Work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor. On a default by Contractor, the District may elect not to terminate the Agreement, and instead to demand that Contractor cure any failure constituting default and make appropriate deduction or revision to the payment to become due to Contractor. Furthermore, the District reserves the right to pursue any and all available remedies under the law, including but not limited to equitable and legal remedies and withhold payment pending outcome of such dispute.



**5. INSURANCE.**

**A.** ***Insurance Required***. Before commencing any Work, the Contractor shall furnish the District with a Certificate of Insurance evidencing compliance with the requirements of this section. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be primary and written on forms acceptable to the District. Additionally, insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of A-VII. The procuring of required policies of insurance shall not be construed to limit Contractor's liability or to fulfill the indemnification provisions and requirements of this Agreement.

**B.** ***Types of Insurance Coverage Required***. Contractor or any subcontractor performing the work described in this Agreement shall maintain throughout the term of this Agreement the following insurance:

**i.** Worker's Compensation Insurance in accordance with the laws of

the State of Florida. In the event the Contractor has "leased" employees, the Contractor or the employee leasing company must provide evidence of a Minimum Premium Workers' Compensation policy, along with a Waiver of Subrogation in favor of the District. All documentation must be provided to the District at the address listed below. No contractor or sub-contractor operating under a worker's compensation exemption shall access or work on the site.

**ii.** Employer's Liability Coverage with limits of at least $1,000,000 (one million dollars) per accident or disease.

**iii.** Commercial General Liability Insurance covering Contractor's legal liability for bodily injuries, property damage, contractual, products and completed operations, and personal injury, with limits of not less than $2,000,000 per occurrence, and further, including, but not being limited to, Independent Contractors Coverage for bodily injury and property damage in connection with subcontractors' operation.

**iv.** Automobile Liability Insurance for bodily injuries in limits of not less than $2,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

**v.** Umbrella Excess Liability Insurance to cover any liability in excess of the limits of coverage already required and with limits of at least $1,000,000 per occurrence and $1,000,000 on aggregate.



**C.** ***Additional Insured***. All policies required by this Agreement, with the exception of Workers' Compensation, or unless specific approval is given by the District, are to be written on an occurrence basis, and shall name the District, and its supervisors, officers, staff, agents, employees, and representatives as additional insured (with the exception of Workers' Compensation insurance) as their interest may appear under this Agreement. Insurer(s), with the exception of Workers' Compensation on non-leased employees, shall agree to waive all rights of subrogation against the District and its supervisors, officers, staff, agents, employees, and representatives.

**D.** ***Sub-Contractors.*** Insurance requirements itemized in this Agreement and required of the Contractor shall be provided on behalf of all sub-contractors, if any and if approved, to cover their operations performed under this Agreement. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to sub-contractors.

**E.** ***Payment of Premiums.*** The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Agreement and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the District is an insured under the policy.

**F.** ***Notice of Claims.*** Notices of accidents (occurrences) and notices of claims associated with work being performed under this Agreement shall be provided to the

Contractor's insurance company and to the District as soon as practicable after notice to the insured.

**G.** ***Failure to Provide Insurance.*** The District shall retain the right to review, at any time, coverage, form, and amount of insurance. If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Contractor shall pay the cost for that required insurance to the District and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance. If Contractor fails to pay such cost to the District, the District may deduct such amount from any payment due the Contractor.

**6. INDEMNIFICATION.**

**A.** The Contractor shall indemnify, defend, and hold harmless, the District, the District's Board of Supervisors, District staff and the District's agents, officers, employees, contractors, and representatives from and against any and all liability, actions, claims, demands, loss, damage, injury, or harm of any nature whatsoever, arising from the acts or omissions of Contractor, or the Contractor's officers, directors, agents, assigns, employees, subcontractors, or representatives.



**B.** Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, fines, forfeitures, back pay, awards, court costs, mediation costs, litigation expenses, attorney fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), or other amounts of any kind.

**C.** The Contractor agrees that nothing in this Agreement shall serve as or be construed as a waiver of the District's or its staff, supervisors or consultant's limitations on liability contained in section 768.28, *Florida Statutes*, or other law. Any subcontractor retained by the Contractor shall acknowledge the same in writing, and it shall be Contractor's responsibility to secure such acknowledgments. Further, nothing herein shall be construed to limit or restrict the District's rights against the Contractor under applicable law.

**D.** In any and all claims against the District or any of its agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Agreement shall not be limited in any way as to the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Workmen's compensation acts, disability benefit acts, or other employee benefit acts.

**E.** It is understood and agreed that this Agreement is not a construction contract as that term is referenced in Section 725.06, *Florida Statutes*, and that said statutory provision does not govern, restrict or control this Agreement

**7. MISCELLANEOUS PROVISIONS**

**A.** ***Default and Protection Against Third-party Interference.*** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief,

and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

**B.** ***Custom and Usage*****.** It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing or due to oversight; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

**C.** ***Successors*****.** This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators and successors of the parties to this Agreement, except as expressly limited in this Agreement.

**D.** ***Assignment.*** Neither the District nor Contractor may assign this Agreement without the prior written approval of the other. Any purported assignment without such written approval shall be void.

**E.** ***Headings for Convenience Only*****.** The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

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

**G.** ***Agreement.*** This instrument, together with its Exhibits, shall constitute the final and complete expression of this Agreement between the District and Contractor relating to the subject matter of this Agreement. All prior agreements regarding the matters provided herein are hereby superseded and replaced by this Agreement. The Exhibits attached herein are incorporated to the extent that it clarifies certain terms of the Agreement, and to the extent there are any inconsistencies or conflict between this instrument and the Exhibits, this instrument shall control.

**H.** ***Amendments*****.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and Contractor.

**I.** ***Authorization*****.** The execution of this Agreement has been duly authorized by the appropriate body or official of the District and Contractor, both the District and Contractor have complied with all the requirements of law, and both the District and Contractor have full power and authority to comply with the terms and provisions of this instrument.

**J.** ***Notices*.** All notices, requests, consents and other communications under this Agreement ("**Notices**") shall be in writing and shall be delivered via hand delivery, mailed by United States certified mail, or by overnight delivery service, to the parties, as follows:

**A. If to the District:** Community Development District

c/o Governmental Management Services – Central Florida, LLC

219 East Livingston Street
Orlando, Florida 32801

Attn.: District Manager,

**With a copy to**: Latham, Luna, Eden & Beaudine, LLP
201 S. Orange Ave, Ste. 1400

Orlando, Florida 32801

Attn.: District Counsel, Jan A. Carpenter, Esq.

**B. If to Contractor:**

_____

_____



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

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

**L.** ***Controlling Law; Venue.*** This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. Parties consent to and agree that the exclusive venue for any litigation arising out of or related to this Agreement shall be in a court of appropriate jurisdiction in and for Osceola County, Florida.

**M.** ***Public Records*****.** Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is **TBD** ("**Public Records Custodian**"). Among other requirements and to the extent applicable by law, Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Contractor, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.



**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT XXXXXX@GMSCFL.COM, (407) 841-5524, AND 219 EAST LIVINGSTON STREET, ORLANDO, FLORIDA 32801.**

**N.** ***Severability*****.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

**O.** ***Arm's Length Transaction*****.** This Agreement has been negotiated fully between the District and Contractor as an arm's length transaction. The District and Contractor participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and

selected the language, and any doubtful language will not be interpreted or construed against any party.

**P.** ***Counterparts*****.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

**Q.** ***Scrutinized Companies Statement*****.** Contractor certifies that it is not in violation of Section 287.135, *Florida Statutes*, and is not prohibited from doing business with the District under Florida law, including but not limited to Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. If Contractor is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate this Agreement.

***E-Verify***.

(a) The Contractor shall comply with and perform all applicable provisions and requirements of Section 448.095, *Florida Statutes* and Section 448.09(1), *Florida Statues*. Accordingly, beginning on the Effective Date, to the extent required by Section 448.095, *Florida Statutes*, the Contractor shall enroll with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*.



(b) If the Contractor anticipates entering into agreements with a subcontractor for the work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request. In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity.

(c) By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

**R. STATEMENT REGARDING CHAPTER 287 REQUIREMENTS.** Contractor acknowledges that, in addition to all Laws and Regulations that apply to this Agreement, the following provisions of Florida law ("Public Integrity Laws") apply to this Agreement:

a. Section 287.133, *Florida Statutes*, titled *Public entity crime; denial or revocation of the right to transact business with public entities*;
b. Section 287.134, *Florida Statutes*, titled *Discrimination; denial or revocation of the right to transact business with public entities*;
c. Section 287.135, *Florida Statutes*, titled *Prohibition against contracting with scrutinized companies*;
d. Section 287.137, *Florida Statutes*, titled *Antitrust violations; denial or revocation of the right to transact business with public entities; denial of economic benefits*; and
e. Section 287.138, *Florida Statutes*, titled *Contracting with entities of foreign countries of concern prohibited*.

Contractor acknowledges that the Public Integrity Laws prohibit entities that meet certain criteria from bidding on or entering into or renewing a contract with governmental entities, including with the District ("**Prohibited Criteria**"). Contractor certifies that in entering into this Contract, neither it nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, meets any of the Prohibited Criteria, and in the event such status changes, Contractor shall immediately notify the District.

**S. *Compliance with section 20.055, Florida Statutes*.** The Contractor agrees to comply with Section 20.055(5), *Florida Statutes*, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant such section and to incorporate in all subcontracts the obligation to comply with section 20.055(5), *Florida Statutes.*

[*Remainder of this page intentionally left blank*]

**IN WITNESS WHEREOF,** the parties execute this agreement the day and year first written above.

ATTEST:

**_____ COMMUNITY DEVELOPMENT DISTRICT**

_____

By: _____

☐ Secretary

☐ Assistant Secretary

_____

By:_____

☐ Chairperson

☐ Vice Chairperson

WITNESS:

**SERVICE PROVIDER, INC.**

_____

By: _____

Its: _____

_____

By:_____

Its: _____



**Exhibit X**: Form of Work Authorization (not included with this sample agreement)
**Exhibit X:** Scope of Services
**Exhibit X:** Landscape Maintenance Map

**EXHIBIT**

**SCOPE OF WORK**

**REUNION EAST AND WEST COMMUNITY DEVELOPMENT DISTRICTS**
**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 15th through October 15th and bi-weekly during the non-growing season from October 15th through March 15th. Based on this schedule, it is estimated that the contractor will perform 40 mowing cycles per 12-month period for Zoysia turf in the performance of this contract.

   c. Zoysia 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.

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 streetlights 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 by the 5th of each month electronically.

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 scheduled meetings.

**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 "B" – TURF CARE PROGRAM - ZOYSIA

### A. Application Schedule - Zoysia

| Month | Application |
|---|---|
| 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 ensure 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**

| Month | Application |
|---|---|
| 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 ensure 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**

| Month | Application |
|---|---|
| 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 ensure 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.

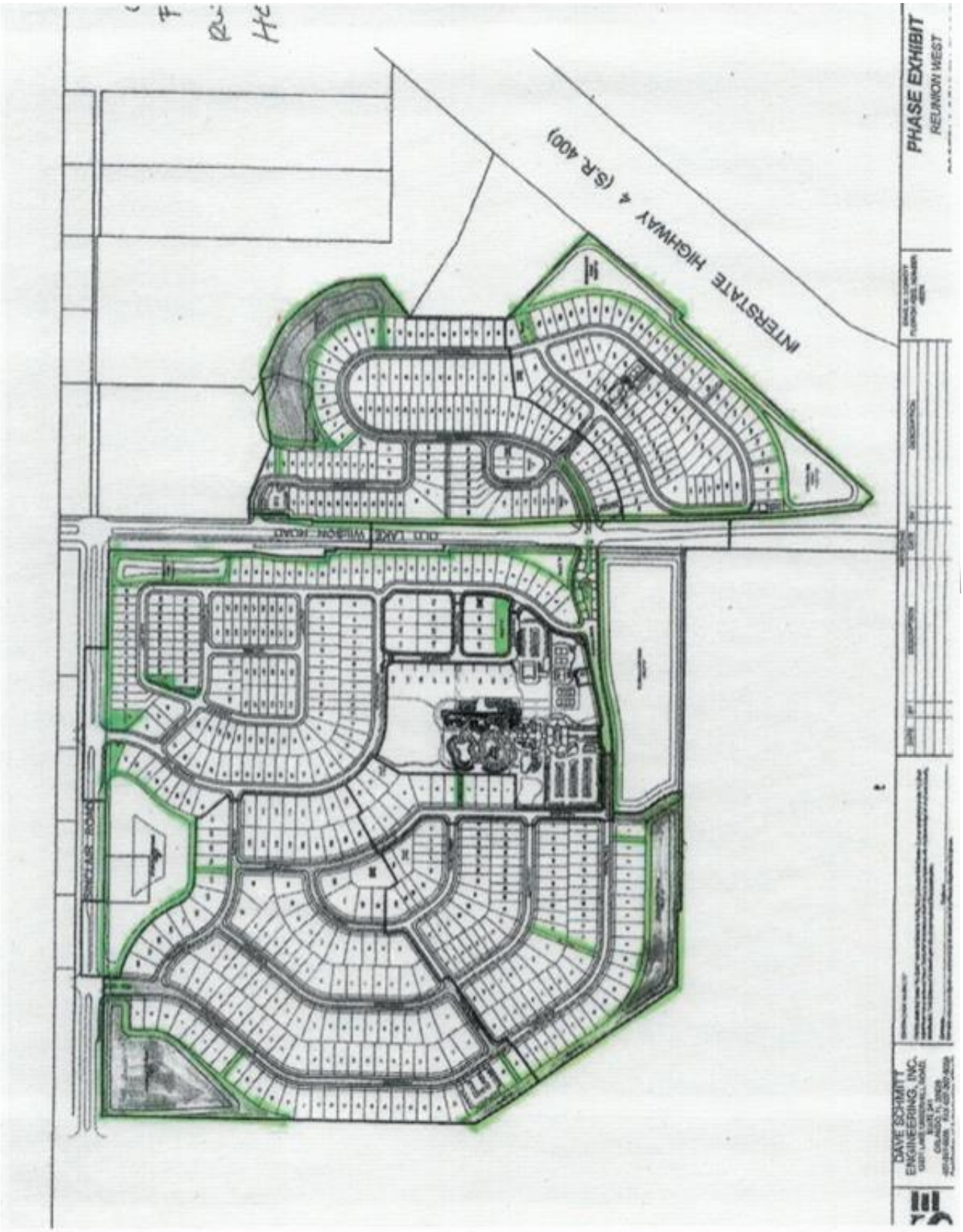
8. Contractor will visually inspect irrigation system weekly while performing routine maintenance.

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 – MAPS OF SERVICE AREAS**
**LANDSCAPE MAINTENANCE MAP**


Reunion Map
Kissimmee, FL.
February 2025
Key:
= Reunion West
= Reunion East
Reunion
RESORT & GOLF CLUB
YELLOWSTONE


PHASE EXHIBIT
REUNION WEST
DAVE SCHMITT ENGINEERING, INC.
INTERSTATE HIGHWAY 4 (S.R. 400)
OLD LAKE WILSON ROAD
PINELAKE ROAD