

Davenport Road South Community Development District

12051 Corporate Boulevard, Orlando, FL 32817; 407.723.5900

www.davenportroadsouthcdd.com

The following is the proposed agenda for the Board of Supervisors' Meeting for the Davenport Road South Community Development District, scheduled to be held **Wednesday, July 22, 2020 at 9:45 a.m. via conference call due to the Executive Order 20-150 extending COVID-19 Executive Order 20-69**. Attached to this Agenda is a copy of the Executive Order 20-150. The attendance of three Board Members is required to constitute a quorum. Questions or comments on the Board Meeting or proposed agenda may be addressed to Jane Gaarlandt at gaarlandtj@pfm.com or (407) 723-5900.

To attend the meeting, please use the below conference call information:

Call-in Number: **1-844-621-3956**
Access Code: **790 393 986 #**

PROPOSED BOARD OF SUPERVISORS' MEETING AGENDA

Administrative Matters

- Roll Call to Confirm Quorum
- Public Comment Period *[for any members of the public desiring to speak on any proposition before the Board]*
- 1. **Consideration of the Minutes of the May 15, 2020 Board of Supervisors' Meeting**
- 2. **Consideration of Resolution 2020-08, Designating Dates, Times and Locations for Regular Meetings for FY 2021** *(provided under separate cover)*

Business Matters

3. **Public Hearing on the Adoption of the District's Fiscal Year 2020-2021 Budget**
 - Public Comments and Testimony
 - Board Comments
 - **Consideration of Resolution 2020-09, Adopting a Fiscal Year 2020-2021 Budget and Appropriating Funds** *(provided under separate cover)*
4. **Public Hearing on the Imposition of Special Assessments to Fund the District's Fiscal Year 2020-2021 Budget**
 - Public Comments and Testimony
 - Board Comments
 - **Consideration of Resolution 2020-10, Adopting an Assessment Roll for Fiscal Year 2020-2021 and Certifying Special Assessments for Collection** *(provided under separate cover)*
5. **Public Hearing on the Adoption of Rules Relating to Overnight Parking and Traffic Enforcement**
 - Public Comments and Testimony
 - Board Comments
 - **Consideration of Resolution 2020-11, Adopting Rules Relating to Overnight Parking and Traffic Enforcement** *(provided under separate cover)*
6. **Consideration of PFM Fee Letter**



7. **Consideration of First Amendment to Agreement between the District and VGlobalTech for Website Maintenance Services**
8. **Consideration of Proposal for ADA Compliant Access Ramp** *(provided under separate cover)*
9. **Consideration of Proposal for Pool Gate Extension** *(provided under separate cover)*
10. **Ratification of Temporary Amendment to the Agreement between the District and Fuqua Janitorial Services for Janitorial Maintenance Services**
11. **Ratification of Landscape Maintenance Agreement between the District and Prince and Sons, Inc.**
12. **Review of Fiscal Year 2019 Audited Financial Report**
13. **Ratification of Payment Authorization Nos. 55 - 64**
14. **Review of Monthly Financials**

Other Business

Staff Reports

- District Counsel
- District Engineer
- District Manager
 - Field Management Update

Supervisor Requests and Audience Comments

Adjournment



STATE OF FLORIDA

OFFICE OF THE GOVERNOR

EXECUTIVE ORDER NUMBER 20-150

(Emergency Management – COVID-19 – Local Government Public Meetings)

WHEREAS, Executive Order 20-69, as extended by Executive Order 20-112, Executive Order 20-123 and Executive Order 20-139, expires on June 30, 2020, unless extended.

NOW, THEREFORE, I, RON DESANTIS, as Governor of Florida, by virtue of the authority vested in me by Article IV, Section (1)(a) of the Florida Constitution, Chapter 252, Florida Statutes, and all other applicable laws, promulgate the following Executive Order to take immediate effect:

Section 1. I hereby extend Executive Order 20-69, as extended by Executive Orders 20-121, 20-123 and 20-139, until 12:01 a.m. on August 1, 2020.



IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Florida to be affixed, at Tallahassee, this 23rd day of June, 2020.

A large, stylized handwritten signature of Ron Desantis in black ink, written over a horizontal line.

RON DESANTIS, GOVERNOR

ATTEST:

A handwritten signature of Laurel M. Lee in black ink, written over a horizontal line.

SECRETARY OF STATE

DEPARTMENT OF STATE
TALLAHASSEE, FLORIDA

2020 JUN 23 PM 5:54

FILED

Davenport Road South Community Development District

Minutes

MINUTES OF MEETING

DAVENPORT ROAD SOUTH COMMUNITY DEVELOPMENT DISTRICT BOARD OF SUPERVISORS' MEETING

Wednesday May 20, 2020 at 9:47 a.m.

Via telephonic conferencing due to the COVID-19 Executive Orders 20-52, 20-69, & 20-112.

Board Members present at roll call:

Rennie Heath	Chair	(via phone)
Scott Shapiro	Vice-Chair	(via phone)
Lauren Schwenk	Assistant Secretary	(via phone)
Andrew Rhinehart	Assistant Secretary	(via phone)
Patrick Marone	Assistant Secretary	(via phone)

Also Present:

Roy Van Wyk	Hopping Green & Sams, P.A.	(via phone)
Jane Gaarlandt	PFM Group Consulting LLC	(via phone)
Christina Hanna	PFM Group Consulting. LLC	(via phone)
Amanda Lane	PFM Group Consulting, LLC	(via phone)
Jennifer Glasgow	PFM Group Consulting, LLC	(via phone)
Dexter Glasgow	PFM Group Consulting, LLC	(via phone)

FIRST ORDER OF BUSINESS

Call to Order and Roll Call

The meeting was called to order approximately at 9:47 a.m. Those in attendance are outlined above.

SECOND ORDER OF BUSINESS

Public Comment Period

There were no public comments at this time.

THIRD ORDER OF BUSINESS

Consideration of the Minutes of the February 19, 2020 Board of Supervisors' Meeting

The Board reviewed the Minutes of the February 19, 2020 Board of Supervisors' Meeting.

On MOTION by Mr. Heath, seconded by Mr. Rhinehart, with all in favor, the Board approved the Minutes of the February 19, 2020 Board of Supervisors' Meeting.

FOURTH ORDER OF BUSINESS

Review of Registered Voters

Ms. Gaarlandt stated as of April 15, 2020 the District had 139 voters living in the District.

FIFTH ORDER OF BUSINESS

Consideration of Resolution 2020-06, Approving a Proposed Budget for Fiscal Year 2020-2021 and Setting a Public Hearing Date Thereon

Ms. Gaarlandt suggested the Public Hearing Date be set for July 22, 2020. That will give the District 60 days notification for the Public Hearing. Mr. Heath asked Ms. Gaarlandt to go over the items in the agenda and highlight the increases and decreases.

Ms. Gaarlandt explained the increases and decreases to the Budget. Ms. Lane stated the percentage of contribution from Highland Meadows is 52% of the Amenity and it has not been updated for the current year. It will not change the net revenue but it will change the amount of the assessments. The amount of the contribution is going to be \$59,004.84 and it changes the on-roll assessments to \$26,3374.16. A discussion took place regarding the lease agreements. The overall Budget is \$322,379.00. Ms. Lane repeated the assessments based on that amount. The amount per unit is a gross amount of \$767.47 and the net amount is \$713.75 and an overall on roll assessment amount of \$263,374.16. Ms. Gaarlandt explained the budget cannot be increased after today but it can be adjusted lower.

On MOTION by Mr. Heath, seconded by Ms. Schwenk, with all in favor, the Board approved Resolution 2020-06, Approving a Proposed Budget for Fiscal Year 2020-2021 and Setting the Public Hearing for July 22, 2020

SIXTH ORDER OF BUSINESS

Consideration of Resolution 2020-07, Setting Public Hearing to Adopt Parking and Towing Policies

- a) Rules Relating to Overnight
Parking and Parking Enforcement**
- b) Notices for Publication**

The Board reviewed the parking and towing policies. Ms. Gaarlandt suggested July 22, 2020 as the Public Hearing date

On MOTION by Mr. Heath, seconded by Mr. Rhinehart, with all in favor, the Board approved Resolution 2020-07, Setting Public Hearing to Adopt Parking and Towing Policies.

SEVENTH ORDER OF BUSINESS

Consideration of Proposal for ADA Compliant Access Ramp

Mr. Glasgow was hoping to have Mr. Wood on the call this morning with his final recommendation but he had a conflict. The only company the Board and District staff is familiar with is Ankleman but he was waiting to see if Mr. Wood had input on that. Mr. Glasgow would like to get a proposal from Ankleman and will reach out to Mr. Wood for two other proposals. Ms. Schwenk agreed. The district will bring proposals back for the next meeting.

EIGHTH ORDER OF BUSINESS

Consideration of Proposal(s) for Security

Mr. Glasgow received two proposals for security. One if from Allied and the second one is Freeman Security. Mr. Glasgow recommended security to enforce social distancing rules. He recommended unarmed officers. It would cost approximately \$16.75 per hour.

Ms. Gaarlandt noted the District has \$5,000.00 Budgeted for Security and asked Mr. Glasgow if he thinks that is sufficient. Mr. Glasgow replied it should be sufficient but it depends on how many days per week the Board wants security. A discussion took place about Phase 1 guidelines and making the decision to wait until Phase 2 of State opening. The District will need to be prepared with something in place. Mr. Glasgow recommended starting the first week of the Amenity opening with security 7 days per week and cut it back if the District finds out they don't need that. Mr. Glasgow worked with Freeman Security on other sites and recommended them as the Security company.

On MOTION by Ms. Schwenk, seconded by Mr. Rhinehart, with all in favor, the Board approved the Freeman Security proposal for 7 days per week.

NINTH ORDER OF BUSINESS

Consideration of Proposal(s) for Landscape Maintenance

Mr. Glasgow stated the District was notified by Creative Association Services that they would no longer be able to maintain the property at Davenport. There is a proposal from Prince in the agenda package. Mr. Glasgow recommended them. They could start this week if the District needed.

On MOTION by Ms. Schwenk, seconded by Mr. Heath, with all in favor, the Board approved the proposal for Landscape Maintenance from Prince.

TENTH ORDER OF BUSINESS**Ratification of Payment Authorization
Nos. 43 - 54**

The Board reviewed payment authorizations numbers 43 – 54.

On MOTION by Mr. Heath, seconded by Mr. Rhinehart, with all in favor, the Board ratified Payment Authorization Nos. 43 – 54.

ELEVENTH ORDER OF BUSINESS**Review of Monthly Financials**

The Board reviewed the monthly financials through April 31, 2020. There was no action required by the Board.

TWELFTH ORDER OF BUSINESS**Staff Reports**

District Counsel – No Report

District Engineer – Not Present

District Manager – No Report

THRITEENTH ORDER OF BUSINESS**Supervisor Requests and Audience
Comments**

There were no Supervisor requests or audience comments.

FOURTEENTH ORDER OF BUSINESS**Adjournment**

There were no other questions or comments. Ms. Gaarlandt requested a motion to adjourn.

ON MOTION by Mr. Heath, seconded by Mr. Rhinehart, with all in favor, the May 20, 2020 Board of Supervisors' Meeting for the Davenport Road South Community Development District was adjourned.

Secretary / Assistant Secretary

Chairman / Vice Chairman

Davenport Road South Community Development District

District's Fiscal Year 2020-2021 Budget

**Davenport Road South
Community Development District**

Resolution 2020-08

(provided under separate cover)

**Davenport Road South
Community Development District**

Resolution 2020-09

(provided under separate cover)

Davenport Road South Community Development District

**Imposition of Special Assessments to Fund the
District's Fiscal Year 2020-2021 Budget**

**Davenport Road South
Community Development District**

Resolution 2020-10

(provided under separate cover)

Davenport Road South Community Development District

Adoption of Rules Relating to Overnight Parking and Traffic Enforcement

**Davenport Road South
Community Development District**

Resolution 2020-11

(provided under separate cover)

**Davenport Road South
Community Development District**

PFM Fee Letter



July 22, 2020

Mr. Warren K. Heath
Chairman of the Board of Supervisors
Davenport Road South Community Development District
12051 Corporate Boulevard
Orlando, FL 32817

Dear Mr. Heath:

pfm

12051 Corporate Blvd.
Orlando, FL 32817
407.723.5900

pfm.com

Thank you for the opportunity to continue serving as District Manager to the Davenport Road South Community Development District (the "District"). The agreement in place between our firm and the District dated January 10, 2019 provides for the review and adjustment annually of our fees pursuant to the District's annual budget process. We are respectfully requesting a fee increase from \$20,000 to \$30,000 for the year.

Please note this change will be effective on the billing for October 2020, in conjunction with the District's new Fiscal Year.

Provided the changes are acceptable, please have an authorized official of the District sign and return a copy of this letter to us to acknowledge the increase.

Sincerely,
PFM GROUP CONSULTING LLC

Senior Managing Consultant

Accepted by:

(Signature)

(Print Name)

(Date)

Davenport Road South Community Development District

**Agreement between the District and VGlobalTech
for Website Maintenance Services**

Website Maintenance Proposal For

Davenport Road South CDD

Date	Version#	Comments	Author
May 13, 2020	1.0	Created Proposal	VB Joshi



BBB Rating: A+
Click for Profile

VGlobalTech is the ADA, WCAG Compliance Expert and leading Web design company, with over 300 ADA & WCAG compliant websites created (...and counting) to-date! We have partnered with a non-profit agency to conduct Human Audit and Certification Seal. Visit <https://vglobaltech.com/website-compliance/> for details.

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Any violations are punishable under the law and shall be prosecuted.

** VGlobalTech has developed unique ADA and WCAG compliance expertise, optimized website templates, compliance multi-step procedure and quality control, document conversion software and test procedures. Contact us for details of VGlobalTech's Intellectual Property.*

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1.0 Pricing

1.1 Monthly Maintenance, Hosting and Email Support

Maintenance contract is required for VGlobalTech's proprietary document conversion software (PDF to RTF) to be used that allows faster, accurate and batch processing for document conversion.

	Task
1.	Full content upload support to regularly keep site updated (includes all documents, audit reports, agendas, meeting minutes, events etc). Update turnaround time – less than 24 hrs from customer sending the content and documents to be updated to VGT team.
2.	PDF Documents conversion (to Text, HTML etc) as needed (new documents during the maintenance year only) for ADA Compliance / Reader Compliance. VGlobalTech's proprietary batch conversion software shall be used by our team for faster batch-conversion processing as long as the contract is valid (big time saver that creates compliant documents that can be uploaded to the website). If Auto conversion fails, VGlobalTech team shall perform manual OCR and conversion within 24 hrs.
3.	Email accounts setup and support
	<p>Total Monthly Maintenance with full content upload, document conversion:</p> <p>\$100 / month</p> <p>*support beyond 10 hrs. / month / CDD shall be billed at \$55 / hr. separately (VGlobalTech team shall be responsible to track and report hours exceeded, if any)</p> <p>***Monthly maintenance must be paid before the 10th of every month</p>

This proposal includes following points, stipulations terms and conditions:

*(1) conference call or in person meetings per month with client to review metrics, results and monthly recaps **unless otherwise noted*

* email and phone communication

*Anything out of the scope of work in the above proposal will be addressed and client will be immediately notified. After notification of additional work, a subsequent quote will be provided to cover that work.

*Client is responsible to adhering to timelines as far as information required to complete the task is concerned. If timelines are not adhered to and exceed 15 business days past the current marketing months, last day, all work will end. A new month with new allocated costs will be presented for future work to commence. No refunds and owed work will be due unless otherwise agreed upon. **An Invoice will be provided once signature approval of this project proposal. Payments will be made to VGLOBALTECH**

*Client is responsible for verifying quality of work, providing feedback, verifying that compliance has been met as required. VGlobalTech team shall not be responsible for any legal ramifications arising from work not done as per external agencies / organizations / associations needs if proper feedback is not provided by the customer. VGlobalTech's work will be in best faith but cannot guarantee all compliance / legal needs since we are not the final authority in the ADA or WCAG compliance area. VGlobalTech shall not be liable for any legal ramifications arising from compliance issues and cannot be held responsible for any legal or other lawsuits.

Refund Policy: The client may halt work and request for a refund within seven days of the date of signing this services agreement by mailing a signed letter to the main address listed on www.VGlobalTech.com website. If client requests a refund within seven days of the date of signing their agreement, they shall be liable to pay for all work completed and will be refunded the remaining balance of the initial payment if billable work has not exceeded a charge that would be greater than client's initial payment. If client requests a refund after the seven days from the date of the signing of the agreement client is liable to pay for all work completed plus an additional 25% of any remaining balance that may still be due. Once line item projects are complete no refunds will be issued. Confidentiality: All information between client and service provider inclusive of technical and business information relating to proprietary ideas, patentable ideas and/or trade secrets, existing and/or contemplated products and services, research and development, production, costs, profit and margin information, finances and financial projections, customers, clients, marketing, and current or future business plans and models, regardless of whether such information is designated as "Confidential Information" at the time of its disclosure and will be treated as such and with absolute confidentiality and will not be shared or used, which will be maintained at all times. The client is not allowed to disclose their price with any third parties. Doing so is in breach of this agreement. All information development will be shared and proprietary information and property between client and service providers.

2.0 Proposal Acceptance:

The VGlobalTech proposed solution and terms have been accepted by the customer and the VGlobalTech can proceed with the project. All payments shall be made according to this agreement.

☒ *Website, Monthly Maintenance w/ Hosting and Email support*

Signatures:

For Customer Date

VB Joshi

For VGlobalTech Date

**Davenport Road South
Community Development District**

ADA Compliant Access Ramp

(provided under separate cover)

**Davenport Road South
Community Development District**

Pool Gate Extension

(provided under separate cover)

Davenport Road South Community Development District

**Agreement between the District and Fuqua
Janitorial Services**

ATTEST:

**DAVENPORT ROAD SOUTH COMMUNITY
DEVELOPMENT DISTRICT**


Secretary/Assistant Secretary


Chairperson, Board of Supervisors

WITNESS:

**ALTHEA JEAN FUQUA D/B/A FUQUA SUPPLY &
SERVICE D/B/A FUQUA JANITORIAL SERVICES**



Witness

Print Name of Witness

Exhibit A: Agreement

Exhibit B: Contractor's Proposal for additional Temporary Services

Davenport Road South Community Development District

**Agreement between the District and Prince and
Sons, Inc.**

**LANDSCAPE MAINTENANCE AGREEMENT BY AND BETWEEN THE
DAVENPORT ROAD SOUTH COMMUNITY DEVELOPMENT DISTRICT AND
PRINCE AND SONS, INC.**

THIS AGREEMENT ("Agreement") is made and entered into as of 15th day of June, 2020, by and between:

DAVENPORT ROAD SOUTH COMMUNITY DEVELOPMENT DISTRICT, a special-purpose unit of local government established and existing pursuant to Chapter 190, *Florida Statutes*, with a mailing address of 12051 Corporate Boulevard, Orlando, Florida 32817 (the "District"); and

PRINCE AND SONS INC., a Florida corporation, with a mailing address of 200 South F Street, Haines City, Florida 33844 (the "Contractor" and, together with the District, the "Parties").

RECITALS

WHEREAS, the District was established by ordinance of the Board of City Commissioners of the City of Davenport, Florida, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

WHEREAS, the District desires to retain an independent contractor to provide Services for those lands known as Davenport Road South within the District, and further identified in this Agreement; and

WHEREAS, Contractor represents that it is qualified to serve as a landscape maintenance contractor and has agreed to provide to the District those services as more particularly described in Contractor's proposal attached hereto as **Exhibit A**, and incorporated herein ("Services"); and

WHEREAS, the District finds that entering into this Agreement with Contractor to provide Services is in the best interest of the District.

NOW, THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

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

2. DESCRIPTION OF WORK AND SERVICES.

A. The District desires that the Contractor provide professional Services within presently accepted industry standards. Upon all Parties executing this Agreement, the Contractor shall provide the District with the specific services as set forth in this Agreement and the Exhibits attached hereto.

- B. While providing the services identified in this Agreement, the Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Services to the sole satisfaction of the District.
- C. The Contractor shall provide the specific professional Services as described in Paragraph 3 of this Agreement.

3. **SCOPE OF SERVICES.** The duties, obligations, and responsibilities of the Contractor are those described in this Agreement and the attached Exhibits. Contractor agrees to provide such Services for the lands identified by highlights in the Service Area Map attached hereto as **Exhibit B**. Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District.

4. **MANNER OF CONTRACTOR'S PERFORMANCE.** The Contractor agrees, as an independent contractor, to undertake work and/or perform or have performed such Services as specified in this Agreement or any addendum executed by the Parties or in any authorized written work order by the District issued in connection with this Agreement and accepted by the Contractor. All work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with presently accepted industry standards. The performance of all Services by the Contractor under this Agreement and related to this Agreement, including any additional services or work authorized by an amendment, addendum or work authorizations issued pursuant to this Agreement, shall conform to any written instructions issued by the District.

- A. Should any work and/or services be required which are not specified in this Agreement or any written amendment, addenda or work authorization but which are nevertheless necessary for the proper provision of services to the District, such work or services shall be fully performed by the Contractor as if described and delineated in this Agreement.
- B. The Contractor agrees that the District shall not be liable for the payment of any work or services unless the District, through an authorized representative of the District, authorizes the Contractor, in writing, to perform such work.
- C. The District shall designate in writing a person to act as the District's representative with respect to the Services to be performed under this Agreement. The District's representative shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contractor's services.
 - (1) The District hereby designates the District Manager and his or her representative to act as the District's representative.

- (2) The Contractor agrees to meet with the District's representative no less than one (1) time per month to walk the property to discuss conditions, schedules, and items of concern regarding this Agreement.
- D. In the event that time is lost due to heavy rains ("Rain Days"), the Contractor agrees to reschedule its employees and divide their time accordingly to complete all scheduled services during the time during the same week as any Rain Days. The Contractor shall provide services on Saturdays if needed to make up Rain Days, but shall not provide services on Sundays.
- E. Contractor shall use all due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours.
- F. Contractor shall be obligated to ensure that all trees, plants or other vegetation that are located near any roadways and being maintained in accordance with this Agreement comply with all local, State and Federal line-of-sight requirements, among any other applicable regulations.

5. COMPENSATION; TERM.

- A. As compensation for services described in this Agreement, the District agrees to pay the Contractor based on services to each of the Service Areas described in Exhibits A & B as follows:
 - (1) **Common Area** - Two Thousand Eight Hundred Dollars and 00/100 (\$2,800.00) per month for an annual total of Thirty Three Thousand Six Hundred Dollars and 00/100 (\$33,600.00), as more particularly set forth in **Exhibit A**. Work shall commence upon execution of this Agreement and shall continue for a period of twelve (12) months, unless terminated earlier in accordance with Section 13 below or renewed in accordance with Section 5(B), below.
 - (2) **Amenity Area** - One Thousand One Hundred Twenty Dollars and 00/100 (\$1,120.00) per month for an annual total of Thirteen Thousand Four Hundred Eighty Dollars 00/100 (\$13,480.00), as more particularly set forth in **Exhibit A**. Work shall commence upon execution of this Agreement and shall continue for a period of twelve (12) months, unless terminated earlier in accordance with Section 13 below or renewed in accordance with Section 5(B), below.

- B. This Agreement may be renewed for four (4) additional one (1)-year terms by a written agreement duly executed by the Parties, at the prices provided in Section 5(A) above. Such renewals shall be contingent upon satisfactory performance evaluations by the District and subject to the availability of funds.
- C. If the District should desire additional work or services, or to add additional lands to be maintained, the Contractor agrees to negotiate in good faith to undertake such additional work or services in accordance with the unit prices set forth in **Exhibit A** or upon a negotiated price between the Parties. Upon successful negotiations, the Parties shall agree in writing to an addendum, addenda, work authorization(s) or change order(s) to this Agreement. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the Parties and agreed to in writing.

Additional services not included in the Scope of Services can be provided by the Contractor. However, no additional services shall be provided by the Contractor unless done at the written direction of the District. Fees for such additional services shall be as provided for in the attached Exhibit, or, if not identified, as negotiated between the District and the Contractor.

- D. The District may require, as a condition precedent to making any payment to the Contractor, that all subcontractors, materialmen, suppliers or laborers be paid and require evidence, in the form of Lien Releases or partial Waivers of Lien, to be submitted to the District by those subcontractors, materialmen, suppliers or laborers, and further require that the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Worker's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.
- E. 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. These monthly invoices are due and payable within forty-five (45) days of receipt by the District. Each monthly invoice shall include such supporting information as the District may reasonably require the Contractor to provide.

6. INSURANCE.

- A.** The Contractor or any subcontractor performing the work described in this Agreement shall maintain throughout the term of this Agreement the following insurance:
- (1)** Worker's Compensation Insurance in accordance with the laws of the State of Florida.
 - (2)** Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability, and covering at least the following hazards:
 - (i)** Independent Contractors Coverage for bodily injury and property damage in connection with subcontractors' operation.
 - (3)** Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.
 - (4)** Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.
- B.** The District, its staff, consultants, agents and supervisors shall be named as additional insureds and certificate holders. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of at least A-VII.
- C.** 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 and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

7. INDEMNIFICATION.

- A.** Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.
- B.** Contractor agrees to defend, indemnify and hold harmless the District and its officers, agents, staff and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or of any nature, arising out of, or in connection with, wholly or in part by, the work to be performed by Contractor. Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, *Florida Statutes*, or other statute. Any subcontractor retained by the Contractor shall acknowledge in writing such subcontractor's acceptance of the terms of this Section 7.

8. COMPLIANCE WITH GOVERNMENTAL REGULATION. The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances. If the Contractor fails to 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 action of the Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective immediately upon the giving of notice of termination.

9. LIENS AND CLAIMS. The Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Contractor shall keep the District's property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving of notice of termination.

10. 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.

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

12. SUCCESSORS. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.

13. TERMINATION. The District agrees that the Contractor may terminate this Agreement with cause by providing thirty (30) 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; and that the Contractor may terminate this Agreement for any reason by providing ninety (90) days' written notice of termination to the District. The Contractor agrees that the District may terminate this Agreement immediately with cause by providing written notice of termination to the Contractor. The District may terminate this Agreement without cause by providing thirty (30) days' written notice of termination to the Contractor. Upon any termination of this Agreement, 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.

14. PERMITS AND LICENSES. All permits and licenses required by any governmental agency directly for the District shall be obtained and paid for by the District. All other permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

15. ASSIGNMENT. Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other. Any purported assignment without such written approval shall be null and void.

16. INDEPENDENT CONTRACTOR STATUS. In all matters relating to this Agreement, the Contractor shall be acting as an independent contractor. Neither the Contractor nor employees of the Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create

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

17. 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.

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

19. AGREEMENT. This instrument, together with its Exhibit, shall constitute the final and complete expression of this Agreement between the District and the Contractor relating to the subject matter of this Agreement. Exhibits attached hereto are provided to clarify the terms of the Agreement. To the extent that any terms and provisions of Exhibit A and Exhibit B conflict with the terms and provisions of this Agreement, this Agreement shall control.

20. 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 the Contractor.

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

22. NOTICES. All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the Parties, as follows:

A. If to the District: Davenport Road South Community
Development District
c/o PFM Group
12051 Corporate Boulevard
Orlando, Florida 32817
Attn: District Manager

With a copy to: Hopping Green & Sams, P.A.
119 South Monroe Street, Suite 300 (32301)
Post Office Box 6526
Tallahassee, Florida 32314
Attn: District Counsel

B. If to the Contractor: Prince and Sons Inc.
200 South F Street
Haines City, Florida 33844
Attn: Ian Prince

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

23. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and the 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 the 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 the Contractor and their respective representatives, successors, and assigns.

24. 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. The exclusive venue for any dispute arising under this Agreement shall be in a court of appropriate jurisdiction in and for Polk County, Florida.

25. EFFECTIVE DATE. This Agreement shall be effective upon the date first written above and shall remain in effect for a period of twelve (12) months, unless terminated earlier by either of the District or the Contractor in accordance with the provisions of this Agreement.

26. PUBLIC RECORDS. The 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, the 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 Jane Gaarlandt ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable

time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of this Agreement's term and following the contract term if the 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 the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (407) 723-5900, GAARLANDTJ@PFM.COM, OR 12051 CORPORATE BOULEVARD, ORLANDO, FLORIDA 32817.

27. 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.

28. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. The District and the 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.

29. SCRUTINIZED COMPANIES STATEMENT. The 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.

30. 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.

IN WITNESS WHEREOF, the Parties execute this Agreement to be effective on the day and year first written above.

ATTEST:

DAVENPORT ROAD SOUTH
COMMUNITY DEVELOPMENT
DISTRICT


Secretary/Assistant Secretary


Chairperson, Board of Supervisors

WITNESS:

PRINCE AND SONS INC., a Florida
corporation


Print Name: Mari Simenez


Ian B. Prince, President

Exhibit A: Scope of Services
Exhibit B: Service Area Map

Exhibit A
- Scope of Services

Common Areas

- 1. DESCRIPTION OF SERVICES.** Beginning on **May 1st, 2020**, Prince and Sons Inc., will provide the following services (collectively, the "Services"):

A. MOWING OF TURF AREAS:

Mowing of all turf areas. Weed-eating (line trimming) & edging shall be performed during each mowing event. St. Augustine grass is to be cut no less than 4", Bahia no less than 3" to foster photosynthesis and strong root development. Blades shall remain sharp always, visible clippings are to be removed to prevent thatch build-up, mower operator will change patterns if possible per service to prevent ruts in turf. Blowing off all hard surfaces shall be performed immediately following each mowing event, clippings are to be kept out of beds and waterways. Trash and small debris on grounds shall be discarded during service.

B. PRUNING & TRIMMING:

Palm Tree trimming \$32.50 per palm. (Billable)

Selective pruning of all ornamental shrubbery shall be performed at the best time for flower and bud development, foliage growth and as necessary for the health of the plants. Removal & disposal of all generated debris from the property shall be completed following each pruning event.

C. PLANT BED WEED CONTROL:

Weed control shall be performed by using both pre-emergence and post-emergence herbicides as needed on all planter beds. Removal & disposal of all generated debris from the property shall be completed following each weeding event.

D. HORTICULTURAL:

Shrubs- Shall be fertilized **2** times annually April & October with professional products using 100% Poly-Coat. This process ensures year-round feeding of nutrients.

Turf- St Augustine Grass shall be fertilized and as prescribed by technician **2** times per year April & October.

Turf- Management of turf damaging insects and pests such as Chinch Bugs and Fire Ants suppression **1** time a year, in the month of June. Upon site inspection use top choice for control, billable and upon Manager approval.

Turf- All Fungus in turf grass areas shall be controlled annually and treated as needed during growing season. Prince and Sons Inc. rotates active ingredients in our Fungicides to ensure chemical resistance control.

Shrubs- All fungus emerging on plants shall be treated and controlled as needed during growing season

E. ANNUALS: SERVICE AVAILABLE UPON REQUEST

A selection of 000 annuals shall be rotated on the months of January-April-July-October, flowers will be selected to appropriate season and climate. This service requires management approval at a suggested cost of **\$2.00 per 4" pot. (BILLABLE)**

F. MULCHING:

TBD cubic yards of "Small Pine-bark" mulch is to be spread at a rate of **\$45.00** per cubic yard. This service is variable and requires management approval. **(BILLABLE)**

G. IRRIGATION SYSTEM INSPECTIONS:

Irrigation inspections are to be performed monthly; **12** times per year. A service report from Prince technician is to be completed after each inspection. Any damages sustained to the irrigation system as a direct result of the work by Prince and Sons Inc. shall be repaired at no cost to the customer. Any repairs required due to normal wear, vandalism or "Acts of God" can be completed upon request and shall be billed at actual time and materials at **\$65.00 per hour plus parts.**

Amenity Center Area

1. DESCRIPTION OF SERVICES. Beginning on **May 1st, 2020**, Prince and Sons Inc., will provide the following services (collectively, the "Services"):

A. MOWING OF TURF AREAS:

Mowing of all turf areas. Weed-eating (line trimming) & edging shall be performed during each mowing event. St. Augustine grass is to be cut no less than 4", Bahia no less than 3" to foster photosynthesis and strong root development. Blades shall remain sharp always, visible clippings are to be removed to prevent thatch build-up, mower operator will change patterns if possible per service to prevent ruts in turf. Blowing off all hard surfaces shall be performed immediately following each mowing event, clippings are to be kept out of beds and waterways. Trash and small debris on grounds shall be discarded during service.

B. PRUNING & TRIMMING:

Palm Tree trimming **\$32.50 per palm. (Billable)**

Selective pruning of all ornamental shrubbery shall be performed at the best time for flower and bud development, foliage growth and as necessary for the health of the plants. Removal & disposal of all generated debris from the property shall be completed following each pruning event.

C. PLANT BED WEED CONTROL:

Weed control shall be performed by using both pre-emergence and post-emergence herbicides as needed on all planter beds. Removal & disposal of all generated debris from the property shall be completed following each weeding event.

D. HORTICULTURAL:

Shrubs- Shall be fertilized **2** times annually April & October with professional products using 100% Poly-Coat. This process ensures year-round feeding of nutrients.

Turf- St Augustine Grass shall be fertilized and as prescribed by technician **2** times per year April & October.

Turf- Management of turf damaging insects and pests such as Chinch Bugs and Fire Ants suppression **1** time a year, in the month of June. Upon site inspection use top choice for control, billable and upon Manager approval.

Turf- All Fungus in turf grass areas shall be controlled annually and treated as needed during growing season. Prince and Sons Inc. rotates active ingredients in our Fungicides to ensure chemical resistance control.

Shrubs- All fungus emerging on plants shall be treated and controlled as needed during growing season

E. ANNUALS: SERVICE AVAILABLE UPON REQUEST

A selection of **000** annuals shall be rotated on the months of January-April-July-October, flowers will be selected to appropriate season and climate. This service requires management approval at a suggested cost of **\$2.00 per 4" pot. (BILLABLE)**

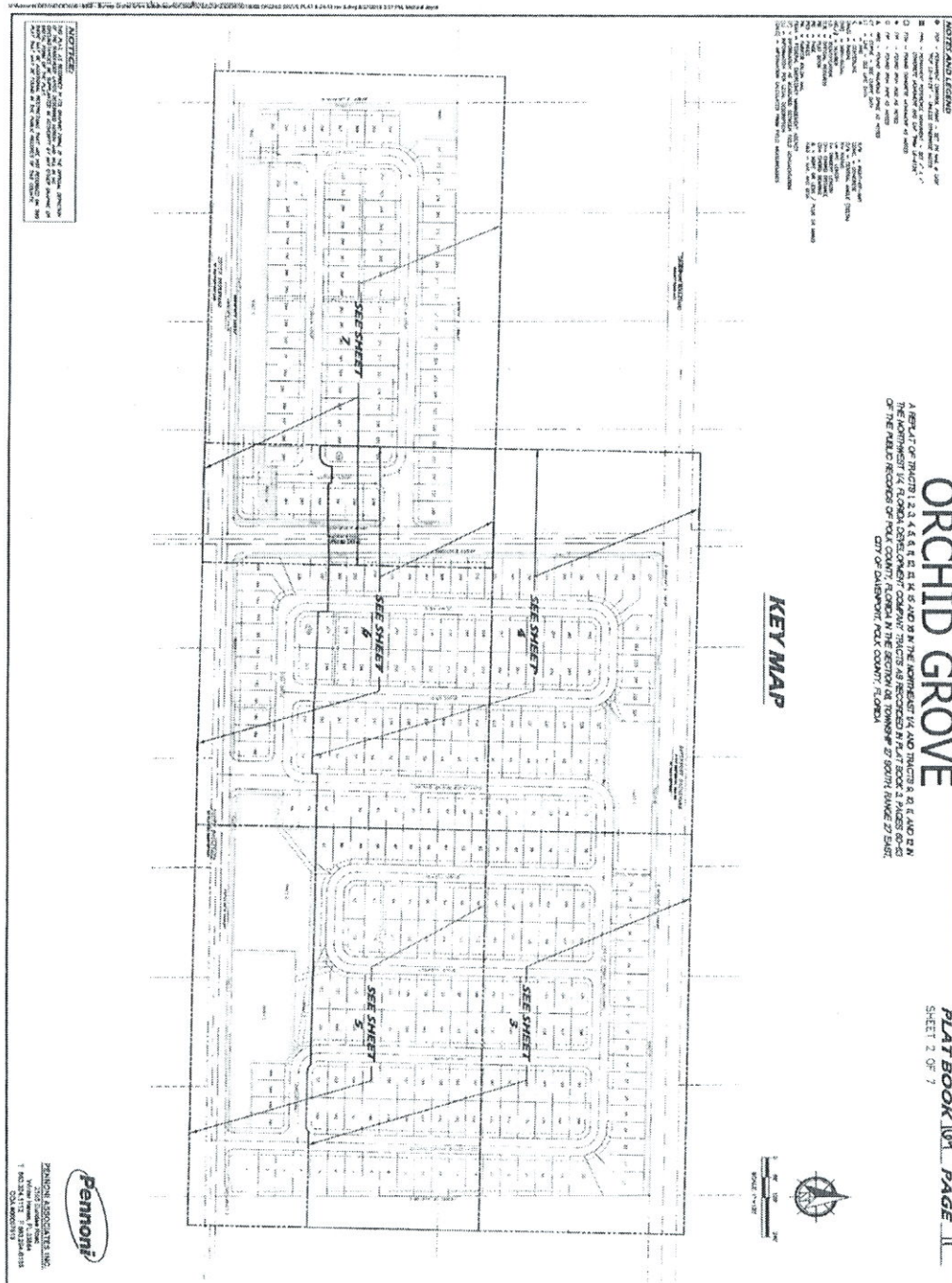
F. MULCHING:

TBD cubic yards of "Small Pine-bark" mulch is to be spread at a rate of **\$45.00** per cubic yard. This service is variable and requires management approval. **(BILLABLE)**

G. IRRIGATION SYSTEM INSPECTIONS:

Irrigation inspections are to be performed monthly; **12** times per year. A service report from Prince technician is to be completed after each inspection. Any damages sustained to the irrigation system as a direct result of the work by Prince and Sons Inc. shall be repaired at no cost to the customer. Any repairs required due to normal wear, vandalism or "Acts of God" can be completed upon request and shall be billed at actual time and materials at **\$65.00 per hour plus parts.**

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200 S F. Street, Haines City, FL 33844 Phone: (863) 422-5207

Lawn Maintenance Service Contract Agreement

This Lawn Service Contract (this "Contract") is made effective as of May 1st, 2020, by and between Davenport Road South CDD of 213 Ludisia Loop Davenport, FL 33837 and Prince and Sons Inc., of 200 S F Street, Haines City, Florida 33844.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and agreements contained herein, Davenport Road South CDD hires Prince and Sons Inc., and Prince and Sons Inc. agrees to provide Lawn Service to the Davenport Road South CDD at the following location 213 Ludisia Loop Davenport, FL 33837 -under the terms and conditions hereby agreed upon by the parties:

1. DESCRIPTION OF SERVICES. Beginning on May 1st, 2020, Prince and Sons Inc., will provide the following services (collectively, the "Services"):

A. MOWING OF TURF AREAS:

Mowing of all turf areas. Weed-eating (line trimming) & edging shall be performed during each mowing event. St. Augustine grass is to be cut no less than 4", Bahia no less than 3" to foster photosynthesis and strong root development. Blades shall remain sharp always, visible clippings are to be removed to prevent thatch build-up, mower operator will change patterns if possible per service to prevent ruts in turf. Blowing off all hard surfaces shall be performed immediately following each mowing event, clippings are to be kept out of beds and waterways. Trash and small debris on grounds shall be discarded during service.

B. PRUNING & TRIMMING:

Palm Tree trimming \$32.50 per palm. (Billable)

Selective pruning of all ornamental shrubbery shall be performed at the best time for flower and bud development, foliage growth and as necessary for the health of the plants. Removal & disposal of all generated debris from the property shall be completed following each pruning event.

C. PLANT BED WEED CONTROL:

Weed control shall be performed by using both pre-emergence and post-emergence herbicides as needed on all planter beds. Removal & disposal of all generated debris from the property shall be completed following each weeding event.

D. HORTICULTURAL:

Shrubs- Shall be fertilized 2 times annually April & October with professional products using 100% Poly-Coat. This process ensures year-round feeding of nutrients.



200 S F. Street, Haines City, FL 33844 Phone: (863) 422-5207

Turf- St Augustine Grass shall be fertilized and as prescribed by technician 2 times per year April & October.

Turf- Management of turf damaging insects and pests such as Chinch Bugs and Fire Ants suppression 1 time a year, in the month of June. Upon site inspection use top choice for control, billable and upon Manager approval.

Turf- All Fungus in turf grass areas shall be controlled annually and treated as needed during growing season. Prince and Sons Inc. rotates active ingredients in our Fungicides to ensure chemical resistance control.

Shrubs- All fungus emerging on plants shall be treated and controlled as needed during growing season

E. ANNUALS: SERVICE AVAILABLE UPON REQUEST

A selection of 000 annuals shall be rotated on the months of January-April-July-October, flowers will be selected to appropriate season and climate. This service requires management approval at a suggested cost of \$2.00 per 4" pot. (BILLABLE)

F. MULCHING:

TBD cubic yards of "Small Pine-bark" mulch is to be spread at a rate of \$45.00 per cubic yard. This service is variable and requires management approval. (BILLABLE)

G. IRRIGATION SYSTEM INSPECTIONS:

Irrigation inspections are to be performed monthly; 12 times per year. A service report from Prince technician is to be completed after each inspection. Any damages sustained to the irrigation system as a direct result of the work by Prince and Sons Inc. shall be repaired at no cost to the customer. Any repairs required due to normal wear, vandalism or "Acts of God" can be completed upon request and shall be billed at actual time and materials at \$65.00 per hour plus parts.

2. INDEPENDENT CONTRACTOR STATUS. It is understood by the parties that Prince and Sons Inc. is an independent contractor with respect to Davenport Road South CDD, and not an employee of Davenport Road South CDD will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of Prince and Sons Inc.

3. INJURIES. Prince and Sons Inc. acknowledges Prince and Sons Inc.'s obligation to obtain appropriate insurance coverage for the benefit of Prince and Sons Inc. (and Prince and Sons Inc.'s employees, if any). Prince and Sons Inc. waives any rights to recovery from Davenport Road South CDD for any injuries that Prince and Sons Inc. (and/or Prince and Sons Inc.'s employees) may sustain while performing services under this Contract and that are a result of the negligence of Prince and Sons Inc. or Prince and Sons Inc.'s employees.

4. INDEMNIFICATION. Prince and Sons Inc. agrees to indemnify and hold harmless Davenport Road South CDD from all claims, losses, expenses, fees including attorney fees, costs,



200 S F. Street, Haines City, FL 33844 Phone: (863) 422-5207

and judgments that may be asserted against Davenport Road South CDD that result from the acts or omissions of Prince and Sons Inc., Prince and Sons Inc.'s employees, if any, and Prince and Sons Inc.'s agents.

5. PERSONNEL DRESS CODE: Employees shall wear uniforms or professional attire always. Clothing that expresses obscene language or graphics, degrading or demeaning connotations, is strictly prohibited. Prince and Sons Inc. employees shall wear shirts at all times and shall wear footwear that conforms to safe work practices.

6. ACCOUNT MANAGEMENT: A Prince and Sons Inc. account manager will be assigned to this property. The account manager shall be a direct point of contact between Davenport Road South CDD and Prince and Sons Inc. We ensure he/she adheres to Best Maintenance Practices and returns all emails and phone calls within a timely professional manner. Each Prince manager has been certified by the Landscape Maintenance Association of Florida through The Department of Agriculture. Each manager continues viable education each year to provide industry leading knowledge and valuable solutions to the customer.

7. WARRANTY: Prince and Sons Inc. offers a full 30 days warranty on all new plant's material installed by Prince under our care and maintenance agreement.

8. INSURANCE. Prince and Sons Inc. will maintain at all times throughout the term of this agreement the following insurance:

- A. Worker's Compensation Insurance in accordance with the laws of the State of Florida.
- B. Commercial General Liability Insurance covering Prince and Sons Inc., legal liability for bodily injuries, with limits of \$1,000,000 combined single limit bodily injury and property damage liability, and covering at least the following hazards:
 - 1. Independent Contractors Coverage for the bodily injury and property damage in connection with any subcontractor's operation.
- C. Employer's Liability Coverage with limits of \$1,000,000 per accident or disease.
- D. Automobile Liability Insurance for bodily injuries in limits of \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of resulting from the operation, maintenance, or use by Prince and Sons Inc. of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

9. ENTIRE AGREEMENT. This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other contract whether oral or written.



200 S F. Street, Haines City, FL 33844 Phone: (863) 422-5207

10. SEVERABILITY. If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

11. APPLICABLE LAW. This Contract shall be governed by the laws of the State of Florida.

12. TERMS: The term of this agreement shall be for twelve (12) months, commencing on: May 1st, 2020, and terminating on: May 1st, 2021. The Customer shall notify Prince and Sons Inc. in writing of any unsatisfactory work performance or problems and shall allow Prince and Sons Inc. the opportunity to rectify any said problems in a timely manner, agreed to by both parties. This contract includes a thirty (30) day clause, in which it may be cancelled by either party, with just cause and after providing the other party with a thirty (30) day written notice.

13. PAYMENT FOR SERVICES. During the term of this agreement, the customer shall pay Prince and Sons Inc. the sum of: (\$2,800.00) **Two Thousand Eight Hundred Dollars and 00/100** per month. As set forth herein on **Exhibit A**. Payments are due the 1st day of each month for that month's service. Payments not received within (30) thirty days may be subject to account being placed on hold until account is up to date.

Annual Total Cost: (\$33,600.00) **Thirty-Three Thousand Six Hundred Dollars and 00/100 per year.**

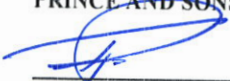
A. CONDITIONS:

The monthly installment price for this contract is intended to reflect an equal monthly payment for the service provided for the full term of one year. Upon early cancellation or termination of this contract by either party, Prince and Sons Inc. shall receive the remainder of payment due for services provided. Payment of this amount shall be made by the Customer immediately upon termination. If legal action becomes necessary to collect any portion of this debt, the customer shall be responsible for all court and attorney fees incurred by Prince and Sons Inc. This contract constitutes the complete agreement by both parties hereto regarding the matters set forth herein and supersedes all prior discussions, agreements, arrangements, representations and understandings.



200 S F. Street, Haines City, FL 33844 Phone: (863) 422-5207

PRINCE AND SONS INC.



Signature Date
Ian Prince, President

Printed Name Title

CUSTOMER (AUTHORIZED SIGNATURE)

Signature Date

Printed Name Title

Orchid Grove

EXIBIT A

Maintenance Base Price	42 cuts per year	\$2,800.00
	TOTAL ANNUAL COST	\$33,600.00
	TOTAL MONTHLY PAYMENT	\$2,800.00



200 S F. Street, Haines City, FL 33844 Phone: (863) 422-5207

Lawn Maintenance Service Contract Agreement

This Lawn Service Contract (this "Contract") is made effective as of May 1st, 2020, by and between Davenport Road South CDD of Davenport, FL 33837 and Prince and Sons Inc., of 200 S F Street, Haines City, Florida 33844.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and agreements contained herein, Davenport Road South CDD hires Prince and Sons Inc., and Prince and Sons Inc. agrees to provide Lawn Service to the Davenport Road South CDD at the following location Davenport, FL 33837 -under the terms and conditions hereby agreed upon by the parties:

1. DESCRIPTION OF SERVICES. Beginning on May 1st, 2020, Prince and Sons Inc., will provide the following services (collectively, the "Services"):

A. MOWING OF TURF AREAS:

Mowing of all turf areas. Weed-eating (line trimming) & edging shall be performed during each mowing event. St. Augustine grass is to be cut no less than 4", Bahia no less than 3" to foster photosynthesis and strong root development. Blades shall remain sharp always, visible clippings are to be removed to prevent thatch build-up, mower operator will change patterns if possible per service to prevent ruts in turf. Blowing off all hard surfaces shall be performed immediately following each mowing event, clippings are to be kept out of beds and waterways. Trash and small debris on grounds shall be discarded during service.

B. PRUNING & TRIMMING:

Palm Tree trimming **\$32.50 per palm. (Billable)**

Selective pruning of all ornamental shrubbery shall be performed at the best time for flower and bud development, foliage growth and as necessary for the health of the plants. Removal & disposal of all generated debris from the property shall be completed following each pruning event.

C. PLANT BED WEED CONTROL:

Weed control shall be performed by using both pre-emergence and post-emergence herbicides as needed on all planter beds. Removal & disposal of all generated debris from the property shall be completed following each weeding event.

D. HORTICULTURAL:

Shrubs- Shall be fertilized 2 times annually April & October with professional products using 100% Poly-Coat. This process ensures year-round feeding of nutrients.

Turf- St Augustine Grass shall be fertilized and as prescribed by technician 2 times per year April & October.



200 S F. Street, Haines City, FL 33844 Phone: (863) 422-5207

Turf- Management of turf damaging insects and pests such as Chinch Bugs and Fire Ants suppression 1 time a year, in the month of June. Upon site inspection use top choice for control, billable and upon Manager approval.

Turf- All Fungus in turf grass areas shall be controlled annually and treated as needed during growing season. Prince and Sons Inc. rotates active ingredients in our Fungicides to ensure chemical resistance control.

Shrubs- All fungus emerging on plants shall be treated and controlled as needed during growing season

E. ANNUALS: SERVICE AVAILABLE UPON REQUEST

A selection of 000 annuals shall be rotated on the months of January-April-July-October, flowers will be selected to appropriate season and climate. This service requires management approval at a suggested cost of \$2.00 per 4" pot. (BILLABLE)

F. MULCHING:

TBD cubic yards of "Small Pine-bark" mulch is to be spread at a rate of \$45.00 per cubic yard. This service is variable and requires management approval. (BILLABLE)

G. IRRIGATION SYSTEM INSPECTIONS:

Irrigation inspections are to be performed monthly; 12 times per year. A service report from Prince technician is to be completed after each inspection. Any damages sustained to the irrigation system as a direct result of the work by Prince and Sons Inc. shall be repaired at no cost to the customer. Any repairs required due to normal wear, vandalism or "Acts of God" can be completed upon request and shall be billed at actual time and materials at \$65.00 per hour plus parts.

2. INDEPENDENT CONTRACTOR STATUS. It is understood by the parties that Prince and Sons Inc. is an independent contractor with respect to Davenport Road South CDD, and not an employee of Davenport Road South CDD will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of Prince and Sons Inc.

3. INJURIES. Prince and Sons Inc. acknowledges Prince and Sons Inc.'s obligation to obtain appropriate insurance coverage for the benefit of Prince and Sons Inc. (and Prince and Sons Inc.'s employees, if any). Prince and Sons Inc. waives any rights to recovery from Davenport Road South CDD for any injuries that Prince and Sons Inc. (and/or Prince and Sons Inc.'s employees) may sustain while performing services under this Contract and that are a result of the negligence of Prince and Sons Inc. or Prince and Sons Inc.'s employees.

4. INDEMNIFICATION. Prince and Sons Inc. agrees to indemnify and hold harmless Davenport Road South CDD from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against Davenport Road South CDD that result from the acts



200 S F. Street, Haines City, FL 33844 Phone: (863) 422-5207

or omissions of Prince and Sons Inc., Prince and Sons Inc.'s employees, if any, and Prince and Sons Inc.'s agents.

5. PERSONNEL DRESS CODE: Employees shall wear uniforms or professional attire always. Clothing that expresses obscene language or graphics, degrading or demeaning connotations, is strictly prohibited. Prince and Sons Inc. employees shall wear shirts at all times and shall wear footwear that conforms to safe work practices.

6. ACCOUNT MANAGEMENT: A Prince and Sons Inc. account manager will be assigned to this property. The account manager shall be a direct point of contact between Davenport Road South CDD and Prince and Sons Inc. We ensure he/she adheres to Best Maintenance Practices and returns all emails and phone calls within a timely professional manner. Each Prince manager has been certified by the Landscape Maintenance Association of Florida through The Department of Agriculture. Each manager continues viable education each year to provide industry leading knowledge and valuable solutions to the customer.

7. WARRANTY: Prince and Sons Inc. offers a full 30 days warranty on all new plant's material installed by Prince under our care and maintenance agreement.

8. INSURANCE. Prince and Sons Inc. will maintain at all times throughout the term of this agreement the following insurance:

- A. Worker's Compensation Insurance in accordance with the laws of the State of Florida.
- B. Commercial General Liability Insurance covering Prince and Sons Inc., legal liability for bodily injuries, with limits of \$1,000,000 combined single limit bodily injury and property damage liability, and covering at least the following hazards:
 - 1. Independent Contractors Coverage for the bodily injury and property damage in connection with any subcontractor's operation.
- C. Employer's Liability Coverage with limits of \$1,000,000 per accident or disease.
- D. Automobile Liability Insurance for bodily injuries in limits of \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of resulting from the operation, maintenance, or use by Prince and Sons Inc. of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

9. ENTIRE AGREEMENT. This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other contract whether oral or written.



200 S F. Street, Haines City, FL 33844 Phone: (863) 422-5207

10. SEVERABILITY. If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

11. APPLICABLE LAW. This Contract shall be governed by the laws of the State of Florida.

12. TERMS: The term of this agreement shall be for twelve **(12)** months, commencing on: **May 1st, 2020**, and terminating on: **May 1st, 2021**. The Customer shall notify Prince and Sons Inc. in writing of any unsatisfactory work performance or problems and shall allow Prince and Sons Inc. the opportunity to rectify any said problems in a timely manner, agreed to by both parties. This contract includes a thirty (30) day clause, in which it may be cancelled by either party, with just cause and after providing the other party with a thirty (30) day written notice.

13. PAYMENT FOR SERVICES. During the term of this agreement, the customer shall pay Prince and Sons Inc. the sum of: **(\$1,120) One Thousand One Hundred Twenty Dollars and 00/100** per month. As set forth herein on **Exhibit A**. Payments are due the 1st day of each month for that month's service. Payments not received within (30) thirty days may be subject to account being placed on hold until account is up to date.

Annual Total Cost: **(\$13,480.00) Thirteen Thousand Four Hundred Eighty Dollars and 00/100** per year.


A. CONDITIONS:

The monthly installment price for this contract is intended to reflect an equal monthly payment for the service provided for the full term of one year. Upon early cancellation or termination of this contract by either party, Prince and Sons Inc. shall receive the remainder of payment due for services provided. Payment of this amount shall be made by the Customer immediately upon termination. If legal action becomes necessary to collect any portion of this debt, the customer shall be responsible for all court and attorney fees incurred by Prince and Sons Inc. This contract constitutes the complete agreement by both parties hereto regarding the matters set forth herein and supersedes all prior discussions, agreements, arrangements, representations and understandings.



200 S F. Street, Haines City, FL 33844 Phone: (863) 422-5207

PRINCE AND SONS INC.



Signature Date
Ian Prince President
Printed Name Title

CUSTOMER (AUTHORIZED SIGNATURE)

Signature Date

Printed Name Title

Orchid Grove Amenity Center

EXHIBIT A

Maintenance Base Price	42 cuts per year	\$1,120
	TOTAL ANNUAL COST	\$13,480.00
	TOTAL MONTHLY PAYMENT	\$1,120

**Davenport Road South
Community Development District**

Fiscal Year 2019 Audited Financial Report

(provided under separate cover)

**Davenport Road South
Community Development District**

Payment Authorization Nos. 55 – 64

**DAVENPORT ROAD SOUTH
COMMUNITY DEVELOPMENT DISTRICT**

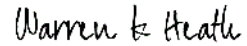
Payment Authorization 55

5/8/2020

Item No.	Payee	Invoice Number	Amount
1	Carr Riggs & Ingram Audit FY 2019	16899156	\$ 1,000.00
2	Creative Association Services, inc Landscaping - May - Dec 2019 (Orchid Grove) Landscaping - Jan - Mar 2020 (Orchid Grove)	6511-YR19 6511-YR20	\$ 8,250.00 \$ 3,300.00
3	Duke Energy 940 Orchid Grove 04.02.20 - 05.04.20 1534 South Blvd 04.03.20 - 05.05.20 1420 South Blvd 04.03.20 - 05.05.20 177 Ludisia Loop - 04.06.20 - 05.06.20	---- ---- ---- ----	\$ 1,224.71 \$ 18.02 \$ 18.02 \$ 92.81
Total			\$ 13,903.56

Secretary / Assistant Secretary

DocuSigned by:



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Chairperson

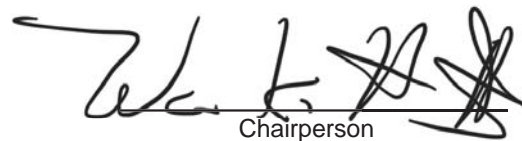
**DAVENPORT ROAD SOUTH
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization 56

5/15/2020

Item No.	Payee	Invoice Number	Amount
1	Business Observer Legal Advertising on 05/08/2020	20-00676K	\$ 131.25
2	City of Davenport Pool Meter / 940-1 Orchid Grove Blvd ; Service 04/05/20-05/04/20	3076	\$ 113.07
3	Creative Association Services, Inc. May 2020 Landscape & Maintenance (Orchid Grove) May 2020 Landscape & Maintenance (Amenity Center)	6686 6687	\$ 2,390.00 \$ 1,100.00
4	Navitas Credit Corp Playground Lease	----	\$ 527.41
5	PFM Group Consulting, LLC DM Fees: May 2020 Website Fees: May 2020	DM-05-2020-0019 DM-05-2020-0020	\$ 1,666.67 \$ 100.00
6	VGlobalTech Quarterly ADA & WCAG Audits	1637	\$ 300.00
Total			\$ 6,328.40

Secretary / Assistant Secretary



Chairperson

DAVENPORT ROAD SOUTH COMMUNITY DEVELOPMENT DISTRICT


Payment Authorization 57

5/22/2020

Item No.	Payee	Invoice Number	Amount
1	Complete Pool Care		
	June Pool Service	13639	\$ 1,525.00
2	Fuqua Janitorial Services		
	May Clubhouse Cleaning	8106	\$ 765.00
3	Creative Association Services, Inc.		
	May 1st- 15th 2020 Landscape & Maintenance (Orchid Grove)	REV6686	\$ 1,195.00
	May 1st-15th 2020 Landscape & Maintenance (Amenity Center)	REV6687	\$ 550.00
	Irrigation repairs	6705 OG	\$ 1,459.00
5	PFM Group Consulting, LLC		
	March Postage	OE-EXP-00777	\$ 26.00
	April Postage	OE-EXP-00832	\$ 5.50
	Billable Expenses	109613	\$ 22.53
6	Supervisor Fees		
	Rennie Heath	----	\$ 200.00
	Scott Shapiro	----	\$ 200.00
	Lauren Schwenk	----	\$ 200.00
	Patrick Marone	----	\$ 200.00
	Andrew Rhinehart	----	\$ 200.00
Total			\$ 6,548.03

Secretary / Assistant Secretary

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Chairperson

**DAVENPORT ROAD SOUTH
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization 58

5/29/2020

Item No.	Payee	Invoice Number	Amount
1	Duke Energy Electric service for 04/23/20 - -05/22/2020	----	\$ 912.62
2	Hopping Green & Sams General Counsel	114843	\$ 567.50
3	Navitas Credit Corp. Playground Equipment	-----	\$ 1,722.66
5	PFM Group Consulting, LLC Expenses (Postage and Fedex)	OE-EXP-00725	\$ 117.28
Total			\$ 3,320.06

Secretary / Assistant Secretary

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Warren L. Heath

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Chairperson

**DAVENPORT ROAD SOUTH
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization 59

6/5/2020

Item No.	Payee	Invoice Number	Amount
1	Carr Riggs & Ingram Audit FY 2019	16919880	\$ 2,000.00
2	Duke Energy Davenport Blvd Lite 05/04/20-06/03/2020 1420 South Blvd W Lite 05/05/2020-06/04/2020 1534 South Blvd Lite 05/05/2020-06/04/2020	---- ---- ----	\$ 1,318.89 \$ 18.02 \$ 18.02
3	FL Dept of Health in Polk County Swimming Pools permits#53-60-1879331	1-4706133	\$ 250.00
4	Orkin 940 Orchid Grove Blvd - Pest Control	197991173	\$ 48.15
5	Spectrum Business 940 Orchid Grove Blvd	084375801052820	\$ 131.97
Total			\$ 3,785.05

Secretary / Assistant Secretary

DocuSigned by:
Warren L Heath
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Chairperson

**DAVENPORT ROAD SOUTH
COMMUNITY DEVELOPMENT DISTRICT**


Payment Authorization 60

6/15/2020

Item No.	Payee	Invoice Number	Amount
1	Business Observer Legal Ad	20-00766K	\$ 131.25
2	City of Davenport Pool Meter - 940-1 Orchid Grove 05/05/20-06/04/2020	----	\$ 118.86
3	Duke Energy Electricity - 177 Ludisia Loop Lite 05/06/20-06/05/20	----	\$ 180.34
4	Navitas Credit Corp Playground Equipment	----	\$ 527.41
5	Prince & Sons Inc Lawn Maintenance	2323	\$ 3,600.00
Total			\$ 4,557.86

Secretary / Assistant Secretary

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Chairperson

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Payment Authorization 6 1

6/19/2020 1

Item 1 No. 1	Payee 1	Invoice 1 Number 1	Amount 1
<hr/>			
B usiness Observer 1			
Legal Ad -06/12/2020 1		20-00787K 1	\$ 1 76.56 1
2 1 Complete Pool Care 1			
Pool Service - July 2020 1		13692 1	\$ 11,525.00 1
3 1 PFM Grbup Consulting LLC 1			
DM Fees - June 2020 1		DM-06-2020-0015 1	\$ 11,666.67 1
Website Fees - June 2020 1		DM-06-2020-0016 1	\$ 1 100.00 1
<hr/>			
otal 1			\$ 13,368.23 1

Secretary / Assistant Secretary

DocuSigned by:
Warren K Heath
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Chairperson 1

**DAVENPORT ROAD SOUTH
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization 62

6/26/2020

Item No.	Payee	Invoice Number	Amount
1	Business Observer Legal Ad -06/19/2020	20-00807K	\$ 76.56
2	Duke Energy Electricity - 940 Orchid Grove 05/22/2020 - 06/23/2020	----	\$ 1,252.84
3	Hopping Green & Sams Legal Counsel through 05/31/2020	115353	\$ 1,902.00
4	Navitas Credit Corp Playground Equipment - July 2020	----	\$ 1,722.66
Total			\$ 4,954.06

Secretary / Assistant Secretary


Chairperson

**DAVENPORT ROAD SOUTH
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization 63

7/2/2020

Item No.	Payee	Invoice Number	Amount
1	Spectrum 940 Orchid Blvd Internet	084375801062820	\$ 131.97
2	VGlobalTech Quarter 2 ADA Audit	1718	\$ 300.00
3	Prince & Sons July Lawn Maintenance	2437	\$ 2,800.00
4	Fuqua Janitorial Services June Clubhouse Cleaning	8157	\$ 765.00
Total			\$ 3,996.97

Secretary / Assistant Secretary



Chairperson

**DAVENPORT ROAD SOUTH
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization 64

7/14/2020

Item No.	Payee	Invoice Number	Amount
1	Department of Health Pool Permit - Orchid Grove	53-BID-4706133	\$ 30.00
2	PFM Group Consulting Billable Expenses - Rental and gas DM Fees - July 2020 Website Fees - June 2020	110004 DM-07-2020-0015 DM-07-2020-0016	\$ 43.95 \$ 1,666.67 \$ 100.00
3	Duke Energy Orchid Grove 06/03-07/02/2020 1534 South Blvd Lite 06/04 - 07/06/2020 1420 South Blvd W Lite 06/04 - 07/06/2020 177 Ludisia Loop Lite 06/05-07/07/2020	---- ---- ---- ----	\$ 1,319.40 \$ 18.11 \$ 18.11 \$ 191.70
4	Carr Riggs & Ingram Final Billing Audit FY 2019	16939075	\$ 500.00
5	Orkin Pest Control	199118890	\$ 48.15
6	The Ledger Legal Advertisement 06/01/2020-06/30/2020	1039379	\$ 654.50
7	Navitas Credit Corp Playground Equipment lease	----	\$ 527.41
Total			\$ 5,118.00

Secretary / Assistant Secretary


Chairperson

Davenport Road South Community Development District

Monthly Financials

Davenport Road South CDD
 Budget to Actual
 For the Month Ending 6/30/2020

	Year To Date			FY 2020 Adopted Budget
	Actual	Budget	Variance	
<u>Revenues</u>				
On-Roll Assessments	\$267,937.07	\$197,265.78	\$ 70,671.29	\$ 263,021.00
Developer Contributions	59,358.00	44,518.50	14,839.50	59,358.00
Other Income & Other Financing Sources	136.37	-	136.37	-
Net Revenues	\$327,431.44	\$241,784.28	\$ 85,647.16	\$ 322,379.00
<u>General & Administrative Expenses</u>				
Supervisor Fees	\$ 3,600.00	\$ 4,500.00	\$ (900.00)	\$ 6,000.00
D&O Insurance	2,537.00	2,099.97	437.03	2,800.00
Trustee Services	3,717.38	4,500.00	(782.62)	6,000.00
Management	15,000.03	15,000.03	-	20,000.00
Field Management	246.94	1,350.00	(1,103.06)	1,800.00
Engineering	312.50	7,499.97	(7,187.47)	10,000.00
Dissemination Agent	5,000.00	3,750.03	1,249.97	5,000.00
District Counsel	9,953.50	15,000.03	(5,046.53)	20,000.00
Assessment Administration	7,500.00	5,625.00	1,875.00	7,500.00
Reamortization Schedules	-	187.47	(187.47)	250.00
Audit	5,500.00	4,500.00	1,000.00	6,000.00
Travel and Per Diem	30.48	-	30.48	-
Telephone	-	150.03	(150.03)	200.00
Postage & Shipping	599.95	225.00	374.95	300.00
Copies	50.10	375.03	(324.93)	500.00
Legal Advertising	1,705.27	2,250.00	(544.73)	3,000.00
Miscellaneous	1,300.70	825.03	475.67	1,100.00
Web Site Maintenance	1,200.00	2,175.03	(975.03)	2,900.00
Dues, Licenses, and Fees	175.00	187.47	(12.47)	250.00
Contingency	200.00	15,412.53	(15,212.53)	19,124.20
Storm Cleanup & Repairs	-	5,625.00	(5,625.00)	7,500.00
Total General & Administrative Expenses	\$ 58,628.85	\$ 91,237.62	\$ (32,608.77)	\$ 120,224.20
<u>Field Expenses</u>				
General Liability Insurance	\$ 3,296.00	\$ 2,549.97	\$ 746.03	\$ 3,400.00
Irrigation	3,407.22	6,000.03	(2,592.81)	8,000.00
Landscaping Maintenance & Material	34,725.00	26,250.03	8,474.97	35,000.00
Landscape Improvements	-	9,375.03	(9,375.03)	12,500.00
Fertilizer / Pesticides	-	4,212.00	(4,212.00)	5,616.00
Contingency	360.00	3,556.00	(3,196.00)	5,334.00
Streetlights	2,794.18	13,616.10	(10,821.92)	18,154.80
Total Field Expenses	\$ 44,582.40	\$ 65,559.16	\$ (20,976.76)	\$ 88,004.80

Davenport Road South CDD
 Budget to Actual
 For the Month Ending 6/30/2020

Cabana & Pool Expenses

Janitorial Service	\$ 6,290.00	\$ 11,250.00	\$ (4,960.00)	\$ 15,000.00
Leased Space	21,973.29	15,000.03	6,973.26	20,000.00
Security	4,580.00	5,625.00	(1,045.00)	7,500.00
Electric	20,262.23	15,000.03	5,262.20	20,000.00
Amenity - Water	882.00	5,625.00	(4,743.00)	7,500.00
Cable Television	1,320.23	675.00	645.23	900.00
Property & Casualty	8,445.00	7,499.97	945.03	10,000.00
Contingency	-	5,000.00	(5,000.00)	7,500.00
Equipment Repair & Maintenance	214.20	3,750.03	(3,535.83)	5,000.00
Pest Control	433.35	749.97	(316.62)	1,000.00
Signage & Amenities Repair	-	562.50	(562.50)	750.00
Swimming Pools	15,500.00	14,249.97	1,250.03	19,000.00
Total Cabana & Pool Expenses	\$ 79,900.30	\$ 84,987.50	\$ (5,087.20)	\$ 114,150.00
Total Expenses	\$183,111.55	\$241,784.28	\$ (58,672.73)	\$ 322,379.00
Income (Loss) from Operations	\$144,319.89	\$ -	\$144,319.89	\$ -

Other Income (Expense)

Interest Income	\$ 485.25	\$ -	\$ 485.25	\$ -
Total Other Income (Expense)	\$ 485.25	\$ -	\$ 485.25	\$ -
Net Income (Loss)	\$144,805.14	\$ -	\$144,805.14	\$ -

Davenport Road South CDD

Statement of Activities

As of 6/30/2020

	General Fund	Debt Service Fund	Capital Projects Fund	Long Term Debt Group	Total
<u>Revenues</u>					
On-Roll Assessments	\$ 267,937.07				\$267,937.07
Developer Contributions	59,358.00				59,358.00
Other Income & Other Financing Sources	136.37				136.37
On-Roll Assessments		\$ 454,799.31			454,799.31
Developer Contributions			\$ 663.69		663.69
Total Revenues	<u>\$ 327,431.44</u>	<u>\$ 454,799.31</u>	<u>\$ 663.69</u>	<u>\$ -</u>	<u>\$782,894.44</u>
<u>Expenses</u>					
Supervisor Fees	\$ 3,600.00				\$ 3,600.00
D&O Insurance	2,537.00				2,537.00
Trustee Services	3,717.38				3,717.38
Management	15,000.03				15,000.03
Field Management	246.94				246.94
Engineering	312.50				312.50
Dissemination Agent	5,000.00				5,000.00
District Counsel	9,953.50				9,953.50
Assessment Administration	7,500.00				7,500.00
Audit	5,500.00				5,500.00
Janitorial Service	6,290.00				6,290.00
Travel and Per Diem	30.48				30.48
Postage & Shipping	599.95				599.95
Copies	50.10				50.10
Legal Advertising	1,705.27				1,705.27
Miscellaneous	1,300.70				1,300.70
Contingency	200.00				200.00
Leased Space	21,973.29				21,973.29
Web Site Maintenance	1,200.00				1,200.00
Dues, Licenses, and Fees	175.00				175.00
Security	4,580.00				4,580.00
Electric	20,262.23				20,262.23
Amenity - Water	882.00				882.00
Cable Television	1,320.23				1,320.23
General Liability Insurance	3,296.00				3,296.00
Property & Casualty	8,445.00				8,445.00
Irrigation	3,407.22				3,407.22
Landscaping Maintenance & Material	34,725.00				34,725.00
Contingency	360.00				360.00
Equipment Repair & Maintenance	214.20				214.20
Pest Control	433.35				433.35
Streetlights	2,794.18				2,794.18
Swimming Pools	15,500.00				15,500.00
Principal Payment - Series 2018		\$ 110,000.00			110,000.00
Interest Payments - Series 2018		332,562.50			332,562.50
Total Expenses	<u>\$ 183,111.55</u>	<u>\$ 442,562.50</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$625,674.05</u>

Davenport Road South CDD

Statement of Activities

As of 6/30/2020

Other Revenues (Expenses) & Gains (Losses)

Interest Income	\$ 485.25				\$ 485.25
Interest Income		\$ 2,321.24			\$ 2,321.24
Interest Income			\$ 3.27		\$ 3.27
Total Other Revenues (Expenses) & Gains (Losses)	<u>\$ 485.25</u>	<u>\$ 2,321.24</u>	<u>\$ 3.27</u>	<u>\$ -</u>	<u>\$ 2,809.76</u>
Change In Net Assets	\$ 144,805.14	\$ 14,558.05	\$ 666.96	\$ -	\$160,030.15
Net Assets At Beginning Of Year	<u>\$ 112,439.33</u>	<u>\$ 532,769.41</u>	<u>\$ (662.63)</u>	<u>\$ -</u>	<u>\$644,546.11</u>
Net Assets At End Of Year	<u><u>\$ 257,244.47</u></u>	<u><u>\$ 547,327.46</u></u>	<u><u>\$ 4.33</u></u>	<u><u>\$ -</u></u>	<u><u>\$804,576.26</u></u>

Davenport Road South CDD
Statement of Financial Position
As of 6/30/2020

	General Fund	Debt Service Fund	Capital Projects Fund	Long Term Debt Group	Total
<u>Assets</u>					
<u>Current Assets</u>					
General Checking Account	\$ 257,682.03				\$ 257,682.03
Prepaid Expenses	1,548.91				1,548.91
Deposits	1,121.00				1,121.00
Debt Service Reserve S 2018 Bond		\$ 223,637.50			223,637.50
Revenue S 2018 Bond		323,689.96			323,689.96
Acquisition/Construction S 2018 Bond			\$ 4.33		4.33
Total Current Assets	\$ 260,351.94	\$ 547,327.46	\$ 4.33	\$ -	\$ 807,683.73
<u>Investments</u>					
Amount Available in Debt Service Funds				\$ 547,327.46	\$ 547,327.46
Amount To Be Provided				6,172,672.54	6,172,672.54
Total Investments	\$ -	\$ -	\$ -	\$6,720,000.00	\$6,720,000.00
Total Assets	\$ 260,351.94	\$ 547,327.46	\$ 4.33	\$6,720,000.00	\$7,527,683.73
<u>Liabilities and Net Assets</u>					
<u>Current Liabilities</u>					
Accounts Payable	\$ 3,107.47				\$ 3,107.47
Total Current Liabilities	\$ 3,107.47	\$ -	\$ -	\$ -	\$ 3,107.47
<u>Long Term Liabilities</u>					
Revenue Bonds Payable - Long-Term				\$6,720,000.00	\$6,720,000.00
Total Long Term Liabilities	\$ -	\$ -	\$ -	\$6,720,000.00	\$6,720,000.00
Total Liabilities	\$ 3,107.47	\$ -	\$ -	\$6,720,000.00	\$6,723,107.47
<u>Net Assets</u>					
Net Assets, Unrestricted	\$ (5,138.25)				\$ (5,138.25)
Net Assets - General Government	117,577.58				117,577.58
Current Year Net Assets - General Government	144,805.14				144,805.14
Net Assets, Unrestricted		\$ 532,769.41			532,769.41
Current Year Net Assets, Unrestricted		14,558.05			14,558.05
Net Assets, Unrestricted			\$ (662.63)		(662.63)
Current Year Net Assets, Unrestricted			666.96		666.96
Total Net Assets	\$ 257,244.47	\$ 547,327.46	\$ 4.33	\$ -	\$ 804,576.26
Total Liabilities and Net Assets	\$ 260,351.94	\$ 547,327.46	\$ 4.33	\$6,720,000.00	\$7,527,683.73

Davenport Road South Community Development District

Staff Reports