



Community Development District

**Board of Supervisors
Regular Meeting**

September 7, 2018

505 Whiskey Creek Drive
Marco Island, FL 34145

AGENDA

Note: Requests to address the Board on all subjects, which are not on today's agenda, will be accommodated under "Public Comments".

Any person who decides to appeal a decision of this Board will need a record of the proceedings pertaining there to and may need to ensure that a verbatim record of these proceedings is made at their expense.

Any person requiring special accommodations at this meeting because of a disability of physical impairment should contact the District Office at 239-394-4346 at least five days prior to the meeting.

- 1. Call to Order**
- 2. Roll Call**
- 3. Approval of Agenda**
- 4. Audience Questions and Comments on Agenda Items**
- 5. Approval of Previous Meeting Minutes**
 - a. Minutes are not available at this time.*
- 6. Specific Items of Old Business**
 - a. Consideration of a Resolution Authorizing Rule-Development and Rule-Making Proceedings for a Proposed Rule Establishing Rates for the Use of District Roads - Jere Earlywine*

- b. Status of Lu's Garden
- c. Status of Gatehouse Projects
- d. Review RFP for Landscaping Maintenance
- e. Golf Cart

7. Specific Items of New Business

- a. Resolution - Re-Designation of Officers

8. District Counsel – Greg Urbancic, Coleman, Yovanovich & Koester, P.A.

- a. Statewide Mutual Aid Agreement
- b. Supervisor Appointments to Specific Tasks

9. District Finance

- a. Financial Report
 - i. Financial Statement Month Ending July 30, 2018

10. District Manager

- i. Street Light Update – Direct Wire with LCEC or Solar
- ii. FEMA Update
- iii. Culvert Clean Out Proposal

11. Supervisors Request and Comments

12. Audience Questions and Comments

13. Schedule Next Meeting Date and Time

14. Adjournment

RESOLUTION 2018-__

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE KEY MARCO COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING RULE-DEVELOPMENT AND RULE-MAKING PROCEEDINGS FOR A PROPOSED RULE ESTABLISHING A RATE FOR THE USE OF DISTRICT ROADS AND RELATED IMPROVEMENTS, AND PROVIDING FOR ENFORCEMENT OF THE SAME; AUTHORIZING NOTICE OF A PUBLIC HEARING TO CONSIDER THE SAME; AND ADDRESSING CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

District Authority

WHEREAS, the Key Marco Community Development District (“**District**”) is a local unit of special purpose government established pursuant to Chapter 190, *Florida Statutes*, and by Ordinance 92-45 adopted by the Board of County Commissioners of Collier County, Florida, effective July 7, 1992; and

WHEREAS, pursuant to Chapter 190, *Florida Statutes*, the District is authorized to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain systems, facilities, and basic infrastructures, including but not limited to roads, bridges, water management systems, and appurtenant facilities; and

WHEREAS, pursuant to County Ordinance 92-85, as well as Section 190.012(2), *Florida Statutes* (2017), the District is further authorized to provide for security within the District, including, but not limited to guardhouses, fences and gates, electronic intrusion detection systems, and patrol cars; and

The District’s \$12.68 Million Capital Improvement Project

WHEREAS, in 1992, the District issued its \$14,460,000 Special Assessment Revenue Bonds, Series 1992 (“**1992 Bonds**”) for the purpose of financing, constructing and/or acquiring all or a portion of its capital improvement plan, which as described in the District’s *Engineer’s Report* dated July 30, 1992, included among other things, the community’s roads, bridge and street lights (together estimated to cost approximately \$7.4 million), as well as appurtenant landscaping, irrigation, stormwater improvements, and other improvements – the total cost of which was estimated to be approximately \$12.68 million; and

WHEREAS, pursuant to Resolution 92-4 adopted August 4, 1992, and to secure the repayment of the 1992 Bonds, the District’s Board levied and imposed special assessments (“**Assessments**”) on the 134 residential lots planned for the community; and

WHEREAS, in 2004, the 1992 Bonds were refunded with the issuance of the District’s \$5,370,000 Special Assessment Revenue Refunding Bonds, Series 2004, which were then repaid over time through the collection of the Assessments from the residential lots and ultimately retired in 2013; and

WHEREAS, using proceeds from the 1992 Bonds, the District’s project was constructed, and the District presently owns and operates the community roadways, bridge, and gatehouse, and the appurtenant stormwater, landscaping, irrigation and hardscaping improvements abutting the roadways (together, “**District Improvements**”); and

Roadway Operations

WHEREAS, the District presently funds the operation and maintenance of the District Improvements by levying and imposing annual operations and maintenance assessments on the 134 platted lots within the District's boundaries, of which only 30 lots have occupied homes; and

WHEREAS, virtually all of the District's resources are used for operating and maintaining the roadways within the community, which roads are limited in nature, consist entirely of the spine road named Whiskey Creek Drive and Blue Hill Creek Drive, have a single entrance and exit near County Road No. 92, and are served by a gatehouse at that entry/exit; and

WHEREAS, the community plat, titled "Horr's Island a.k.a Key Marco" and recorded at Plat Book 21, pages 5 et seq., of the Official Records of Collier County, Florida, provides that:

- The roadway tract is "dedicated as a roadway . . . , expressly reserved herein for the use, benefit and enjoyment of the Subdivider, Key Marco Community Development District, . . . Key Marco Community Association, Inc., . . . any agents, employees, invitees or designees of the foregoing and all owners of the property within the limits of said plat, their family members, guests invitees and lessees and their family members, guests and invitees . . . ;" and
- "[E]xcept as otherwise expressly stated in this dedication, nothing in this dedication or otherwise in this plat shall be deemed to be a dedication to the public;" and
- "Key Marco Community Development District shall have the right to adopt rules, regulations and requirements governing the use of all property dedicated to, or to be maintained by, it pursuant hereto;" and

WHEREAS, for Fiscal Year 2018, the District's operating budget amounted to \$868,146, which the District partially funded through the levy of annual operations and maintenance assessments on the existing lots within the community at a per unit assessment of \$4,700 per lot (\$629,800 total); and

WHEREAS, while the District's property owners pay for the operation and maintenance of the District Improvements, the District's roadways are used by not only current District owners but also by non-owners; and

WHEREAS, such traffic from non-owners has resulted in an increased demand on the District Improvements, including wear and tear on the District's roadways and other infrastructure, additional security needs, increased demand for waste collection and disposal on District common properties, and other costs and expenses; and

Proposed Rate-Making Proceedings

WHEREAS, the District's Board of Supervisors desires to establish user rate(s) in order to recover some of the cost of operating the District's roadways from those non-owners who use the roads; and

WHEREAS, Section 190.035(1), *Florida Statutes*, authorizes the District to prescribe, fix, establish and collect rates for the use of the District's facilities and services, provides for the imposition of penalties to enforce the same, and states:

“The district is authorized to prescribe, fix, establish, and collect rates, fees, rentals, or other charges, hereinafter sometimes referred to as ‘revenues,’ and to revise the same from time to time, for the facilities and services furnished by the district, within the limits of the district, including, but not limited to, recreational facilities, water management and control facilities, and water and sewer systems; to recover the costs of making connection with any district facility or system; and to provide for reasonable penalties against any user or property for any such rates, fees, rentals, or other charges that are delinquent;” and

WHEREAS, Section 190.035(3), *Florida Statutes*, among other laws, requires that any such rates be fair and reasonable, and states:

“Such rates, fees, rentals, and charges shall be just and equitable and uniform for users of the same class, and when appropriate may be based or computed either upon the amount of service furnished, upon the number of average number of persons residing or working in or otherwise occupying the premises served, or upon any other factor affecting the use of the facilities furnished, or upon any combination of the foregoing factors, as may be determined by the board on an equitable basis;” and

WHEREAS, Section 190.035(2), *Florida Statutes*, requires that a public hearing be held prior to the adoption of any such rates, stating that:

“[n]o such rates, fees, rentals, or other charges for any of the facilities or services of the district shall be fixed until after a public hearing at which all the users of the proposed facility or services or owners, tenants, or occupants served or to be served thereby and all other interested persons shall have an opportunity to be heard concerning the proposed rates, fees, rentals, or other charges . . .;” and

WHEREAS, attached hereto as **Exhibit A** is a proposed rule (“**Proposed Rule**”) that would impose user rates for use of the District's roadways, and provide for enforcement of the same; and

WHEREAS, the District has retained a qualified consultant who has prepared an expert report analyzing the costs of operating the District's roadways and appurtenant facilities and proposing user rate(s) for access to the roadways, which report is attached hereto as **Exhibit B**, and which report serves as the basis for the Proposed Rule; and

WHEREAS, based on **Exhibit B**, the District's Board hereby finds and determines as a preliminary matter that the Proposed Rule, including the user rates established thereunder, are fair and reasonable, just and equitable, uniform for users of the same class, and otherwise consistent with the requirements of Section 190.035, *Florida Statutes*, and other applicable law; and

WHEREAS, the District's Board now desires to set and hold a public hearing to consider the final adoption of the Proposed Rule;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE KEY MARCO COMMUNITY DEVELOPMENT DISTRICT:

1. AUTHORITY FOR THIS RESOLUTION; INCORPORATION OF RECITALS.

This Resolution is adopted pursuant to the provisions of Florida law, including without limitation Chapters 120 and 190, *Florida Statutes*. The recitals stated above are incorporated herein and are adopted by the Board as true and correct statements, and constitute specific findings of the District’s Board of Supervisors.

2. PUBLIC HEARING DECLARED; DIRECTION TO PROVIDE NOTICE OF THE HEARING. Pursuant to Section 190.035, *Florida Statutes*, among other provisions of Florida law, there is hereby declared a public hearing to be held as follows:

NOTICE OF PUBLIC HEARING

DATE: _____ 2018
TIME: _____ a.m.
LOCATION: 505 Whiskey Creek Drive
Marco Island, Florida 34145

The purpose of the public hearing is to hear comment and objections to the District’s Proposed Rule, as set forth in **Exhibit A**. Interested parties may appear at that hearing or submit their comments in writing prior to the hearing at the “**District Office**,” located at 505 Whiskey Creek Drive, Marco Island, Florida 34145 (phone: 239-394-4346 or email katie@managerkeymarcohoa.org).

Notice of said hearings shall be advertised in accordance with Chapters 120 and 190, *Florida Statutes*, and the District Manager is hereby authorized and directed to place said notice in a newspaper of general circulation within Collier County, Florida (by two publications, one 29 days prior to the hearing, and the other 28 days prior to the hearing). The District Manager shall file a publisher’s affidavit with the District Secretary verifying such publication of notice. A copy of this Resolution and its attachments shall be kept on file at the District Office and shall be open at all reasonable times to public inspection.

3. CONFLICTS. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, superseded and repealed.

4. SEVERABILITY. If any section or part of a section of this Resolution is declared invalid or unconstitutional, the validity, force, and effect of any other section or part of a section of this Resolution shall not thereby be affected or impaired unless it clearly appears that such other section or part of a section of this Resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional.

5. EFFECTIVE DATE. This Resolution shall become effective upon its adoption.

PASSED AND ADOPTED this ___ day of _____, 2018.

ATTEST:

**KEY MARCO COMMUNITY
DEVELOPMENT DISTRICT**

Print Name: _____
Secretary/Assistant Secretary

Chairperson

- Exhibit A:** Roadway User Rate and Enforcement Rule
Exhibit B: *Roadway User Rate Report*, dated _____, 2018, prepared by Fishkind & Associates
Exhibit C: Form of Rule Development and Rule Making Notices

DRAFT

EXHIBIT A

DRAFT

Key Marco Community Development District Roadway User Rate and Enforcement Rule

Law Implemented: ss. 190.011, 190.035, Fla. Stat. (2017)
Effective Date: _____, 2018

In accordance with Chapters 190 and 120 of the *Florida Statutes*, and at a duly noticed public meeting and after a duly noticed public hearing, the Board of Supervisors of the Key Marco Community Development District adopted the following rules establishing user rates for roadways and providing for enforcement. All prior rules of the District, if any, governing this subject matter are hereby superseded on a going forward basis.

1. **Introduction.** This rule (“Rule”) establishes user rates for the District’s roadways, and provides for enforcement of the same.

PART 1: Roadway User Rates

2. **Definitions.** The following definitions apply to this Rule:

“**Owner Access Card**” – shall mean an access card authorized by the District pursuant to this Rule for access to the District’s roadways.

“**District Office**” – refers to the District’s primary office, located at 505 Whiskey Creek Drive, Marco Island, Florida 34145 (phone: 239-394-4346 or email katie@managerkeymarcohoa.org), as well as the District’s gatehouse located on Whiskey Creek Drive (phone: 239-394-4346).

“**Family**” – shall mean a group of individuals living under one roof or head of household. This can consist of individuals who have not yet attained the legal age of majority (i.e., 18 or as otherwise provided by law), together with their parents or legal guardians. This does not include visiting relatives, or extended family not residing in the home.

“**Non-Owner**” – shall mean any person who is not an Owner, as well as that person’s Family.

“**Owner**” – shall mean any person owning property within the District, including that person’s Family, or any tenant residing in an owner’s home within the District pursuant to a valid rental or lease agreement, including the tenant’s Family residing within the District.

3. **User Rate(s) Payment Required.** Except as otherwise provided herein, all individuals desiring to access the District’s roadways shall either have a valid Owner Access Card or pay the applicable user rate(s) established hereunder. Payment shall be made at the District Office (which includes the District gatehouse) prior to accessing the roadways.

4. **Owner Access Cards.** In consideration of the annual payment of operations and maintenance assessments to the District, Owners can obtain Owner Access Cards from the District Office.

5. **User Rates per Entry.** The following user rates apply to anyone seeking access to the District's roads who does not have an Owner Access Card:

Visitor Type	User Rate per Entry
Visitor (other than 2+ Axle Motorized Vehicle)	\$ ____
2 Axle Motorized Vehicle	\$ ____
3+ Axle Motorized Vehicle	\$ ____

6. **Special Provisions.**

- a. **Owner Guests.** Guests and invitees (including contractors) of Owners are exempt from the payment of the rates established under Section 5.
- b. **CDD/HOA Guests.** Staff, guests and invitees (including contractors) of the District and the Homeowner's Association visiting the community on official business are exempt from the payment of the rates established under Section 5.
- c. **Emergency/Governmental Personnel.** Emergency and other governmental personnel visiting the community on official business are exempt from the payment of the rates established under Section 5.

PART 2: Enforcement

7. **Enforcement of Penalties/Fines.** If any person is found to have accessed the community without paying the applicable user rate(s) established hereunder, or otherwise violated this Rule, the District shall be entitled to recover the applicable user rate(s) and shall additionally have the right to impose a fine of up to the amount of \$1,000 – in addition to any amounts for actual damages – and collect such user rate(s), fine, damages and attorney's fees pursuant to Florida law.

8. **Legal Action; Criminal Prosecution.** If any person is found to have accessed the community without paying the applicable user rate(s) established hereunder, or otherwise violated this Rule, such person may additionally be subject to arrest for trespassing or other applicable legal action, civil or criminal in nature.

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

EXHIBIT B

DRAFT

EXHIBIT C

DRAFT

**Key Marco Community Development District
Roadway User Rate and Enforcement Rule
-Notice of Rule Development-**

In accordance with Chapters 120 and 190, *Florida Statutes*, the Key Marco Community Development District (“**District**”) hereby gives notice of its intent to develop by rule a proposed “**Roadway User Rate and Enforcement Rule**” (or “**Proposed Rule**”), which would establish user rate(s) for access to the District’s roadways and provide for enforcement of the same.

The purpose and effect of the Proposed Rule is to impose such user rate(s) and thereby recover certain of the costs of operating the District’s roadways from those who use the roadways, and otherwise to provide for efficient and effective District operations. Specific legal authority for the Proposed Rule includes Sections 120.54, 120.69, 120.81, 190.011(5), 190.012, and 190.035, *Florida Statutes* (2017).

A public hearing will be conducted by the District to consider the Proposed Rule, as follows:

NOTICE OF PUBLIC HEARING

DATE: _____ 2018
TIME: _____ a.m.
LOCATION: 505 Whiskey Creek Drive
Marco Island, Florida 34145

A copy of the Proposed Rule may be obtained by contacting the District’s Office, located at 505 Whiskey Creek Drive, Marco Island, Florida 34145 (phone: 239-394-4346 or email katie@managerkeymarcohoa.org).

District Manager

PUBLISH: [AT LEAST 28 DAYS PRIOR TO ADOPTION DATE]

**Key Marco Community Development District
Roadway User Rate and Enforcement Rule
-Notice of Rule Making-
and
-Notice of Public Hearing and Special Meeting-**

In accordance with Chapters 120 and 190, *Florida Statutes*, the Key Marco Community Development District (“**District**”) hereby gives notice of its intent to adopt its proposed “**Roadway User Rate and Enforcement Rule**” (or “**Proposed Rule**”), which would establish user rate(s) for access to the District’s roadways and provide for enforcement of the same.

The purpose and effect of the Proposed Rule is to impose such user rate(s) and thereby recover certain of the costs of operating the District’s roadways from those who use the roadways, and otherwise to provide for efficient and effective District operations. Specific legal authority for the Proposed Rule includes Sections 120.54, 120.69, 120.81, 190.011(5), 190.012, and 190.035, *Florida Statutes* (2017).

A special meeting of the District’s Board of Supervisors, and a public hearing, will be conducted by the District to consider the Proposed Rule, as follows:

NOTICE OF PUBLIC HEARING

DATE: _____ 2018
 TIME: _____ a.m.
 LOCATION: 505 Whiskey Creek Drive
 Marco Island, Florida 34145

A copy of the agenda for the meeting and hearing, including a copy of the Proposed Rule, may be obtained by contacting the District’s Office, located at 505 Whiskey Creek Drive, Marco Island, Florida 34145 (phone: 239-394-4346 or email katie@managerkeymarcohoa.org). Additionally, a copy of the agenda, along with any meeting materials available in an electronic format, may be obtained at www.keymarcocdd.com.

Proposed Rates

The proposed rates, as set forth in the Proposed Rule, are as follows:

User Rate(s) Payment Required. Except as otherwise provided in the Proposed Rule, all individuals desiring to access the District’s roadways shall either have a valid Owner Access Card or pay the applicable user rate(s) established under the Proposed Rule. Payment shall be made at the District Office (which includes the District gatehouse) prior to accessing the roadways.

Owner Access Cards. In consideration of the annual payment of operations and maintenance assessments to the District, Owners can obtain Owner Access Cards from the District Office.

User Rates per Entry. The following user rates apply to anyone seeking access to the District’s roads who does not have an Owner Access Card:

Visitor Type	User Rate per Entry
Visitor (other than 2+ Axle Motorized Vehicle)	\$ _____

2 Axle Motorized Vehicle	\$____
3+ Axle Motorized Vehicle	\$____

The Proposed Rule provides certain exceptions for guests and invitees of Owners, guests and invitees of the CDD/HOA, and emergency/governmental personnel.

Any person who wishes to provide the District with a proposal for a lower cost regulatory alternative as provided by Section 120.541(1), *Florida Statutes*, must do so in writing within twenty-one (21) days after publication of this notice.

Miscellaneous Provisions

The meeting and hearing are open to the public and will be conducted in accordance with the provisions of Florida law. There may be occasions when one or more Board Supervisors or staff members will participate by telephone. The meeting and hearing may be continued in progress without additional notice to a time, date, and location stated on the record. Meetings may be cancelled from time to time without advertised notice.

Any person requiring special accommodations to participate in this meeting or hearing is asked to advise the District Office at 239-394-4346, at least 48 hours before the meeting date. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Office.

A person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting or hearing is advised that the person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which the appeal is based.

District Manager

PUBLISH: [AT LEAST 28 DAYS PRIOR TO ADOPTION DATE]

Balance Sheet

July 31, 2018

<u>ACCOUNT DESCRIPTION</u>	<u>GENERAL FUND</u>	<u>FIXED ASSETS FUND</u>	<u>TOTAL</u>
<u>ASSETS</u>			
Cash - Checking Account	\$ 788,441	\$ -	\$ 788,441
Prepaid Items	250	-	250
Fixed Assets			
Land	-	1,969,203	1,969,203
Buildings	-	146,196	146,196
Accum Depr - Buildings	-	(111,345)	(111,345)
Improvements	-	882,684	882,684
Infrastructure	-	6,522,136	6,522,136
Accum Depr - Improvements	-	(681,688)	(681,688)
Accum Depr - Infrastructure	-	(4,204,655)	(4,204,655)
Machinery & Equipment	-	126,860	126,860
Accum Depr - Mach & Equip	-	(33,006)	(33,006)
TOTAL ASSETS	\$ 788,691	\$ 4,616,385	\$ 5,405,076
<u>LIABILITIES</u>			
Accounts Payable	\$ 34,821	\$ -	\$ 34,821
Accrued Expenses	8,692	-	8,692
Accrued Taxes Payable	412	-	412
TOTAL LIABILITIES	43,925	-	43,925
<u>FUND BALANCES</u>			
Nonspendable:			
Prepaid Items	250	-	250
Unassigned:			
	744,516	4,616,385	5,360,901
TOTAL FUND BALANCES	\$ 744,766	\$ 4,616,385	\$ 5,361,151
TOTAL LIABILITIES & FUND BALANCES	\$ 788,691	\$ 4,616,385	\$ 5,405,076

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending July 31, 2018

<u>ACCOUNT DESCRIPTION</u>	<u>ANNUAL ADOPTED BUDGET</u>	<u>JUL-18 ACTUAL</u>	<u>JUL-18 BUDGET</u>	<u>VARIANCE (\$) FAV(UNFAV)</u>	<u>YEAR TO DATE ACTUAL</u>	<u>YEAR TO DATE BUDGET</u>	<u>VARIANCE (\$) FAV(UNFAV)</u>
<u>REVENUES</u>							
Interest - Investments	\$ 4,000	\$ 1,396	\$ 333	\$ (1,063)	\$ 12,433	\$ 3,333	\$ (9,100)
FEMA Revenue	-	70,024	-	(70,024)	70,024	-	(70,024)
Interest - Tax Collector	-	9	-	(9)	40	-	(40)
Special Assmnts- Tax Collector	629,800	4,841	-	(4,841)	607,890	629,800	21,910
Special Assmnts- Discounts	(25,000)	-	-	-	94	(25,000)	(25,094)
Other Miscellaneous Revenues	100	-	8	8	466	83	(383)
TOTAL REVENUES	608,900	76,270	341	(75,929)	690,947	608,216	(82,731)
<u>EXPENDITURES</u>							
<u>Administration</u>							
P/R-Board of Supervisors	4,000	-	333	(333)	5,800	3,333	2,467
FICA Taxes	500	1	42	(41)	307	417	(110)
ProfServ-Engineering	2,000	5,000	167	4,833	5,000	1,667	3,333
ProfServ-Legal Services	25,000	469	2,083	(1,614)	20,187	20,833	(646)
ProfServ-Mgmt Consulting Serv	80,000	6,000	6,667	(667)	64,750	66,667	(1,917)
ProfServ-Property Appraiser	9,045	-	-	-	9,045	9,045	-
ProfServ-Special Assessment	1,000	-	-	-	1,000	1,000	-
ProfServ-Tax Collector	13,000	97	-	97	8,790	13,000	(4,210)
Accounting Services	7,200	1,179	600	579	10,804	6,000	4,804
Auditing Services	5,000	-	-	-	4,925	5,000	(75)
Postage	400	35	33	2	267	333	(66)
Rentals & Leases	1,500	25	125	(100)	250	1,250	(1,000)
Insurance - General Liability	31,000	-	-	-	27,205	31,000	(3,795)
Legal Advertising	2,000	-	167	(167)	1,852	1,667	185
Miscellaneous Services	500	297	42	255	858	417	441

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending July 31, 2018

<u>ACCOUNT DESCRIPTION</u>	<u>ANNUAL ADOPTED BUDGET</u>	<u>JUL-18 ACTUAL</u>	<u>JUL-18 BUDGET</u>	<u>VARIANCE (\$) FAV(UNFAV)</u>	<u>YEAR TO DATE ACTUAL</u>	<u>YEAR TO DATE BUDGET</u>	<u>VARIANCE (\$) FAV(UNFAV)</u>
Transcript Cost	1,000	(50)	83	(133)	1,165	833	332
Computer Support	600	50	50	-	643	500	143
Office Supplies	400	-	33	(33)	476	333	143
Dues, Licenses, Subscriptions	200	-	17	(17)	265	167	98
Total Administration	184,345	13,103	10,442	2,661	163,589	163,462	127
Field							
Rentals & Leases	500	-	42	(42)	-	417	(417)
Total Field	500	-	42	(42)	-	417	(417)
Maintenance and Landscaping							
Contractual Services	134,000	(32,066)	11,167	(43,233)	115,630	111,667	3,963
R&M-Trees and Trimming	25,000	-	2,083	(2,083)	23,558	20,833	2,725
Plant Replacement Program	20,000	-	1,667	(1,667)	7,786	16,667	(8,881)
Exotic Maintenance	13,000	-	1,083	(1,083)	116	10,833	(10,717)
Flower Program	5,000	3,580	417	3,163	5,405	4,167	1,238
Irrigation Supplies	3,000	38	250	(212)	38	2,500	(2,462)
Land Lease	31,000	-	2,583	(2,583)	-	25,833	(25,833)
Mulch Program	15,000	-	1,250	(1,250)	9,506	12,500	(2,994)
Misc-FEMA Expense	-	72,424	-	72,424	150,311	-	150,311
Total Maintenance and Landscaping	246,000	43,976	20,500	23,476	312,350	205,000	107,350
Irrigation Services							
Contractual Services	6,100	125	508	(383)	1,576	5,083	(3,507)
Utility - Water	15,000	1,978	1,250	728	18,857	12,500	6,357
Utilities-Electric	5,000	134	417	(283)	1,739	4,167	(2,428)
Lease	31,000	2,553	2,583	(30)	25,530	25,833	(303)
Repairs & Maintenance	15,000	-	1,250	(1,250)	15,259	12,500	2,759
Total Irrigation Services	72,100	4,790	6,008	(1,218)	62,961	60,083	2,878

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending July 31, 2018

<u>ACCOUNT DESCRIPTION</u>	<u>ANNUAL ADOPTED BUDGET</u>	<u>JUL-18 ACTUAL</u>	<u>JUL-18 BUDGET</u>	<u>VARIANCE (\$) FAV(UNFAV)</u>	<u>YEAR TO DATE ACTUAL</u>	<u>YEAR TO DATE BUDGET</u>	<u>VARIANCE (\$) FAV(UNFAV)</u>
<u>Capital Expenditures & Projects</u>							
Street Light Project	37,000	-	3,083	(3,083)	5,000	30,833	(25,833)
Bridge Repair	15,000	-	1,250	(1,250)	15,124	12,500	2,624
Guardgate Roof	21,000	-	1,750	(1,750)	-	17,500	(17,500)
Cap Outlay-Roads	230,000	-	19,167	(19,167)	20,925	191,667	(170,742)
Total Capital Expenditures & Projects	303,000	-	25,250	(25,250)	41,049	252,500	(211,451)
<u>Lighting</u>							
Utilities-Electric	15,000	2,319	1,250	1,069	19,549	12,500	7,049
R&M-General	14,000	-	1,167	(1,167)	1,388	11,667	(10,279)
Misc-Holiday Lighting	3,000	-	-	-	1,750	3,000	(1,250)
Total Lighting	32,000	2,319	2,417	(98)	22,687	27,167	(4,480)
<u>Access Control</u>							
Contractual Services	84,000	6,872	7,000	(128)	69,413	70,000	(587)
Utilities-Electric	10,000	1,206	833	373	9,843	8,333	1,510
R&M-Gate	5,000	401	417	(16)	5,866	4,167	1,699
R&M-Gatehouse	8,000	473	667	(194)	7,337	6,667	670
Op Supplies - General	1,200	-	100	(100)	297	1,000	(703)
Capital Outlay	-	-	-	-	10,000	-	10,000
Total Access Control	108,200	8,952	9,017	(65)	102,756	90,167	12,589
<u>Maintenance: Landscape/Hardscape</u>							
Capital Outlay	-	46,300	-	46,300	46,300	-	46,300
Total Maintenance: Landscape/Hardscape	-	46,300	-	46,300	46,300	-	46,300

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending July 31, 2018

<u>ACCOUNT DESCRIPTION</u>	<u>ANNUAL ADOPTED BUDGET</u>	<u>JUL-18 ACTUAL</u>	<u>JUL-18 BUDGET</u>	<u>VARIANCE (\$) FAV(UNFAV)</u>	<u>YEAR TO DATE ACTUAL</u>	<u>YEAR TO DATE BUDGET</u>	<u>VARIANCE (\$) FAV(UNFAV)</u>
<u>Roadway Services</u>							
Repairs & Maintenance	10,000	3,051	833	2,218	4,812	8,333	(3,521)
Total Roadway Services	10,000	3,051	833	2,218	4,812	8,333	(3,521)
TOTAL EXPENDITURES	956,145	122,491	74,509	47,982	756,504	807,129	(50,625)
Excess (deficiency) of revenues							
Over (under) expenditures	(347,245)	(46,221)	(74,168)	(27,947)	(65,557)	(198,913)	(133,356)
<u>OTHER FINANCING SOURCES (USES)</u>							
Contribution to (Use of) Fund Balance	(347,245)	-	-	-	-	-	-
TOTAL FINANCING SOURCES (USES)	(347,245)	-	-	-	-	-	-
Net change in fund balance	\$ (347,245)	\$ (46,221)	\$ (74,168)	\$ (27,947)	\$ (65,557)	\$ (198,913)	\$ (133,356)
FUND BALANCE, BEGINNING (OCT 1, 2017)	810,323				810,323	810,323	
FUND BALANCE, ENDING	\$ 463,078				\$ 744,766	\$ 611,410	

Coleman, Yovanovich & Koester, P.A.
Northern Trust Bank Building
4001 Tamiami Trail North, Suite 300
Naples, Florida 34103-3556
Telephone: (239) 435-3535
Fax: (239) 435-1218

Key Marco CDD
c/o Katie Maline
505 Whiskey Creek Drive
Marco Island FL 34145

Page: 1
July 31, 2018
File No: 3944-001M
Statement No: 115

Attn: Katie Maline

Gen Rep

SENT VIA EMAIL TO: katie@managerkeymarcohoa.org

Fees

06/03/2018	GLU	Review and respond to email correspondence from Katie Maline on LO meeting and election forms; Review, comment and revise the same; Draft resolution for LO meeting and election	406.25
06/04/2018	GLU	Review agenda for Board of Supervisors meeting	81.25
06/05/2018	GLU	Attendance at Board of Supervisors meeting	780.00
06/13/2018	GLU	Telephone conference with Katie Maline on landowner election; Review files on same.	81.25
06/17/2018	GLU	Review and respond to email correspondence from Katie Maline on meeting and meeting schedule; Review files for sample meeting notice	97.50
06/20/2018	GLU	Review agenda materials and prepare for Board of Supervisors meeting	81.25
06/21/2018	GLU	Attendance at Board of Supervisors meeting	975.00
	GLU	Review and respond to email correspondence from Katie Maline on entity questions	32.50
		Professional Fees through 07/31/2018	<u>2,535.00</u>
		Total Current Work	2,535.00

Payments

Total Payments Through 08/22/2018	-1,771.25
Balance Due	<u>\$2,535.00</u>

Grants Manager

Dashboard

Operations

Events

Applicant Profiles

Exploratory Calls

RSMs

Damage Inventory

Work Order Requests

Work Orders

Projects

Tasks

Resources

Intelligence

Configuration



Applicant Profile

4337DR-FL (4337DR) / Key Marco Community Development District (021-UDB4K-00)

Schedule

Options

Reports



Project #	Category	Title	Type	Process Step	Federal Share	Non-Federal Share
21214	A - Debris Removal	PAAP Debris Removal Operational Time Period 9/4/17-9/17/17 (75%)	Work Completed / Fully Documented	Pending PDMG DDD / Scope / Cost Review	\$4,033.50	\$1,344.50
21221	A - Debris Removal	PAAP Debris Removal Operational Time Period 9/18/17-10/17/17 (90%)	Work Completed / Fully Documented	Pending PDMG DDD / Scope / Cost Review	\$49,494.60	\$5,499.40
21223	A - Debris Removal	PAAP Debris Removal Operational Time Period 10/18/17-12/16/17 (80%)	Work Completed / Fully Documented	Pending PDMG DDD / Scope / Cost Review	\$27,573.60	\$6,893.40
34566	A - Debris Removal	PAAP Debris Removal Operational Time Period 12/17/17-3/3/2018 (75%)	Work Completed / Fully Documented	Pending PDMG DDD / Scope / Cost Review	\$37,707.75	\$12,569.25
21320	C - Roads and Bridges	Damaged Street Lights, Street Signs, and Entrance Wall	Standard	Pending Recipient Final Review	\$8,865.41	\$2,955.14
21288	C - Roads and Bridges	Repair of Damaged Street Lights, Sinkhole, Bridge Scour Inspection	Work Completed / Fully Documented	Pending Final FEMA Review	\$3,183.75	\$1,061.25
21343	E - Buildings and Equipment	Damage to Gatehouse Roofing Tiles & Membrane; Loop Detectors	Standard	Applicant Signed Project	\$5,808.28	\$1,936.09
21309	F - Utilities	Irrigation Pump System and Irrigation Lines/Valves	Work Completed / Fully Documented	Pending DDD/Scope/Cost Completion	\$6,858.20	\$2,286.07

10 Showing 1 to 8 of 8 entries

Previous 1 Next

CASAGRANDE ELECTRIC, INC.

Nice People Working For Nice People

P.O. Box 549, Marco Island, FL 34146

Ph: 394-5985 Cell: 285-2342 * Fax: 389-8000

KEY MARCO STREET LIGHTS

After considerable thought we wish to present to you what seems to us the only logical and might we say elegant solution to the problem of powering the street lights. Ideally the original contractors should have run dedicated circuits along the entire line of light poles. Tying the poles to the nearest ground vaults was a haphazard system at best. Now the idea of installing meters seems to us to be yet again a clumsy fix resulting in very unsightly and unsuitable installations for such an upscale community.

The solution we propose is to take an enlightened approach and convert the poles to off-the-grid solar power. What this means is that each pole will be entirely self powered, totally independent of LCEC. This means free power.

The lights will have the same type LED cobb light. They will come on at dusk and go off at dawn. During times of power outages, they will be unaffected. Dark skies during the day time will not affect them for a period of up to four to five days as the solar panels will have charged the batteries sufficiently to do without the sun for that length of time. The solar cells are warranted for twelve years. The batteries are warranted for five years. Both have been known to last much longer.

Enclosed you will find two different installation possibilities. Be aware that installation is a simple process. Also, it is important to note that these are low voltage 12-volt D/C systems. This virtually eliminates the danger of electrical shock and surge damage is very unlikely as there is no connection to any existing circuit.

If you are willing to entertain serious consideration for what we are proposing, please contact us.

Respectfully submitted

CASAGRANDE ELECTRIC, INC.

Nice People Working For Nice People

P.O. Box 549, Marco Island, FL 34146

Ph: 394-5985 Cell: 285-2342 * Fax: 389-8000

Joe Casagrande

General Information

Location and Description of Work Areas

The areas of work included in these specifications are located as described below and/or as shown on the plans attached to these specifications to include sidewalks, curbing, guardrails, landscaping and irrigation being described as follows:

Scope of Work

The work covered by this Contract requires weekly servicing of roadway areas designated as Work Areas Number 1, 2 and 3 as described in the specification. This requires the furnishing of all labor, equipment, materials and services necessary to perform grounds maintenance, as determined by the designated Owner's Representative as follows. This project includes mowing, edging, trimming, fertilization and mulching of all areas (1, 2, and 3) outlined below. Services will be provided three times per week, Monday, Wednesday and Friday.

Location and Description of Work Areas

Work Area Number 1: San Marco Road

Front right of way indicated on San Marco Road as boundary of Key Marco.
Improved medians extending past the gate house.

Work Area Number 2: Whiskey Creek Drive

All side right-of-way's and areas under irrigation as indicated on Whiskey Creek Drive.

Work Area Number #3: Blue Hill Creek Drive

All side right-of-way's and areas under irrigation as indicated on Blue Hill Creek Drive.

Work Area Number 1
San Marco Road

Mowing and Edging:

Total Square Footage for mowing and edging: _____ ft

Fertilizer Application:

Shrubs footage calculations include shrub and groundcover-planting beds.

Transportation Blend (8-2-12) is used for the Total Coverage Area indicated in this calculation.
Palm Specific Fertilization to occur at lead 2 time per year.
Transportation Blend (8-2-12 Calculations based on 50-pound bag.

Total square footage for fertilization: _____ ft

Months	Formulation	Application Rates
February	8-2-12	1.5 lbs / 100 sq. ft.
May	8-2-12	1.5 lbs / 100 sq. ft.
June	0-0-22	10.0 lbs /100 sq. ft.
August	8-2-12	1.5 lbs / 100 sq. ft.
October	0-0-22	10.0 lbs /100 sq. ft.
November	8-2-12	1.5 lbs / 100 sq. ft.

Mulching:

The mulch application is 1: to 2: of mulch using two cubic feet bags of 100% Premium Cypress. **No blends or dyes.**

Total square footage for mulching: _____ ft

Total number of bags of mulch: _____ #

Work Area Number 2
Whiskey Creek Drive

Mowing and Edging:

Total Square Footage for mowing and edging: _____ ft

Fertilizer Application:

Shrubs footage calculations include shrub and groundcover-planting beds.

Transportation Blend (8-2-12) is used for the Total Coverage Area indicated in this calculation.
Palm Specific Fertilization to occur at lead 2 time per year.
Transportation Blend (8-2-12 Calculations based on 50-pound bag.

Total square footage for fertilization: _____ ft

Months	Formulation	Application Rates
February	8-2-12	1.5 lbs / 100 sq. ft.
May	8-2-12	1.5 lbs / 100 sq. ft.
June	0-0-22	10.0 lbs /100 sq. ft.
August	8-2-12	1.5 lbs / 100 sq. ft.
October	0-0-22	10.0 lbs /100 sq. ft.
November	8-2-12	1.5 lbs / 100 sq. ft.

Mulching:

The mulch application is 1: to 2: of mulch using two cubic feet bags of 100% Premium Cypress. **No blends or dyes.**

Total square footage for mulching: _____ ft

Total number of bags of mulch: _____ #

**Work Area Number 3
Blue Hill Creek Drive**

Mowing and Edging:

Total Square Footage for mowing and edging: _____ ft

Fertilizer Application:

Shrubs footage calculations include shrub and groundcover-planting beds.

Transportation Blend (8-2-12) is used for the Total Coverage Area indicated in this calculation.

Palm Specific Fertilization to occur at lead 2 time per year.

Transportation Blend (8-2-12 Calculations based on 50-pound bag.

Total square footage for fertilization: _____ ft

Months	Formulation	Application Rates
February	8-2-12	1.5 lbs / 100 sq. ft.
May	8-2-12	1.5 lbs / 100 sq. ft.
June	0-0-22	10.0 lbs /100 sq. ft.
August	8-2-12	1.5 lbs / 100 sq. ft.
October	0-0-22	10.0 lbs /100 sq. ft.
November	8-2-12	1.5 lbs / 100 sq. ft.

Mulching:

The mulch application is 1: to 2: of mulch using two cubic feet bags of 100% Premium Cypress. **No blends or dyes.**

Total square footage for mulching: _____ ft

Total number of bags of mulch: _____ #

KEY MARCO CDD REQUEST FOR QUOTATION
RFQ Number 001

NON-PROPOSAL RESPONSE

Non-Proposal Response:

In the event that you are unable to submit a response to this proposal, please return this form to:

Katie Maline, District Manager, Key Marco Community Development District at katie@managerkeymarcohoa.org .

We are not responding to this Request for Information/Proposal for the following reason(s):

Name of Firm: _____

Representative
Signature: _____

Title: _____

Date: _____

KEY MARCO COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSAL
NUMBER 001

PROPOSAL PAGE

Due Date: _____

The undersigned, as estimator, hereby declares that the firm has examined the specifications and is informed fully in regard to all terms and conditions pertaining to the project and, if this Proposal is accepted, to furnish same in full, according to the following:

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this _____ day of _____, 2018 in the County of _____, in the State of Florida.

Firm's Complete Legal Name

Office Telephone Number Extension

Email Address Website Address

Address

City State Zip

Signature

Title

Print Name Date

Florida Permits and Licenses Held (*please attach copies*)

Exhibit A Specifications

These specifications are intended to provide the information by which prospective bidders may understand the minimum requirements of the District relative to entering into a Contract to furnish, deliver and provide services related to Landscape Maintenance for the District Road Right-of-Ways within the boundaries as stated in the Project/Roadway specs. All sections of the General Specifications may not be applicable to all roadway segments listed.

The work covered by this Contract requires 3 days per week servicing of roadway areas designated as described in the specifications. This requires the furnishing of all labor, equipment, materials and services necessary to satisfactorily perform grounds maintenance, as determined by the Project Manager or the designated Owner's Representative as follows:

The areas of work included in these specifications are located as described below and/or as shown on the plans attached to these specifications to include medians, side right-of-way's, retention areas, sidewalks, curbing, guardrails, landscaping, irrigation observation as described in this contract, being described.

Specifications

Mowing and Edging

Mowing and edging shall take place in all areas marked on the attached Exhibits, A, B, and C and include medians as well as those areas, if existing, along the outside edge of the sidewalks of adjacent properties that are not currently maintained by the property owners. Right-of-Way mowing and/or weed control is required from back of curb and/or sidewalk to the Right-of-Way line (*30 feet from the center line of the road*). Swale areas must be kept under control through out the year and turf should not block drainage.

All turf shall be mowed with mulching type mower equipment to eliminate the need to bag and transport grass clippings. Should bagging be necessary, the bagged clipping shall be collected and removed at no additional costs to the CDD. Grass shall be cut at a height at no less than three and one-half inches (3 ½"), scalping is unacceptable. The frequency of cutting will be weekly or fifty-two (52) times for St. Augustine grass and twenty-six (26) times for Bahia grass or as designated by the Project Manager or Owner's Representative. Depending on the budget frequencies may be reduced up to 33%, unit prices shall reflect additional costs, if any. The number of mowing(s) may be modified at the discretion of the Project Manager or Owner's Representative or by seasonal weather conditions. The height of the grass blade shall not exceed _____ (currently 6 inches).

The Contractor shall use or alternate mowing practices, patterns, or equipment within narrow turf areas so not to create wheel ruts or worn areas in the turf. Any areas of turf that become water soaked during the period of this Contract shall be mowed with twenty-one-inch (21" +/-) diameter hand walk behind type mowers. The Contractor shall be responsible for repairing any ruts caused by their mowers at no additional costs to the CDD.

Mechanical edging of the turf shall be done with each mowing along all sidewalk edges, back of concrete curbs, around all plants beds, utility service boxes, street light bases, sign posts, headwalls, guardrails, timer pedestals, posts and trees. Metal blade edging is not permitted along the backside of curbing. Grass root runners extending into mulched beds areas shall be cut and removed when the edging is performed. Edging will also be required in all turf areas around isolated trees, sprinkler heads, valve boxes, shrubs, sign posts, manholes, etc. where they exist. All debris on the streets, sidewalks or other areas resulting from mowing and edging shall be removed. Grass and weeds shall not be permitted to grow through the edge of pavement. **No herbicide shall be used for edging.**

All sidewalks, curbing and/or gutters including four-foot (4') area from the face of the curb and sidewalk areas shall be cleaned after each service. All sidewalks shall be blown clean, but no clippings or other debris shall be blown or allowed to be deposited on other adjacent property or accumulated on right-of way areas. Debris must be blown off the road and not into traffic.

Swales and dry retention areas must always be maintained and will need to be mowed and/or weed trimmed.

Weeding

Weeding of plant beds, sidewalks, (asphalt, concrete or paver) guardrail bases, tress grates, curb joints and other mulched areas by chemical and/or hand removal will be performed weekly or as necessary to provide a weed free well-maintained area. Blue tracker may be required to be used when spraying.

General Site Pruning

For this site, general site pruning shall be defined as the pruning of any plant's foliage below a twelve-foot (12') height. All groundcovers, shrubs, canopy trees (except magnolias) and palms up to 12 feet height, shall be inspected and pruned on a weekly or as needed basis, so as to maintain the proper or required heights for visibility, vehicular movement purposes and desired shape or form as determined by the Project Manager or the Owner's Representative.

Pruning shall also include removal of water sprouts, suckers and any dead or diseased foliage or branches. All groundcovers and shrubs shall be maintained at the required height as specified by the Project Manager may be to a maximum of 36", with the exceptions of sight windows when the height needs to be maintained at a maximum of 18" – 24".

Shrub pruning should be done consistently throughout each area for all shrub types that require pruning so that landscape gives the appearance of continuity throughout that area.

During October and April, ornamental grasses, such as Fountain, Muhly grass, Florida Gama or Fakahatchee grass shall be pruned at its base to remove any old growth; grasses shall only be pruned after the blooming season. The grasses shall not be cut in a flat top method. Ornamental grass such as Liriope shall only be pruned at the direction and approval of the Project Manager or Owner's Representative.

Plant material with a canopy over pathways or sidewalks shall be maintained at a minimum height of 14 feet. Shrubs and groundcovers, adjacent to pathways or sidewalks shall be pruned to maintain one foot (1') of clearance from the edge of pathway. It is recommended that adjacent shrubs and groundcovers be maintained so that they angle or are rounded away from the pathway. A one foot (1') mulched area from the edge of the curb shall be maintained in the medial planting beds, as a pathway for maintenance workers, this will also keep all the plant material from encroaching into the roadways.

Canopy Tree and Palm Pruning

Canopy Trees shall be defined as any large shrub, tree or palm with foliage above twelve feet (12') feet height.

All canopy trees and palms shall be pruned on a regular schedule to create and maintain a fifteen-foot (14') canopy clearance over the roadways and bike pathways. Canopy trees shall be selectively pruned twice a per year in April and September to thin the interior canopy of cross branching and to shape the canopy of trees. A profession certified Arborist shall do the pruning and shaping and shall be approve by the Project Manager or Owner's Representative. The work shall be done in a professional manner in accordance with ANSI 300, Part 1, 2, & 3 Pruning Standards. The arborist must be on-site to supervise pruning at all times. Any damaged materials or any incorrect pruning shall result in replacement of that material at the expensive of the Contractor.

The portion of the canopy that falls below the 14-foot (14') foot levels falls under the "General Site Pruning" portion of the contract and shall be kept properly pruned.

Palms shall be pruned annually (once) during the month of June of each year at the discretion of the Project Manager of Owner's Representative. The palms shall only have the dead lower fronds removed and shall also include removal of all seeds, seed stalks, brown or dead and lower fronds removed from the palm. The seeds and seed stalks shall be removed

from all the palms; including self-cleaning palms. Fronds shall be cut close to the petiole base without damaging living trunk tissue. Any formed or forming seed pods shall also be removed. If for any reason more than the dead fronds need to be removed, prior approval must be obtained by the Project Manager or Owner's Representative and then the palms shall be pruned to a "TROPICAL Cut" or to remove lower fronds at a nine (9) o'clock - three (3) o'clock level from the base of the palm's bud or trunk (or below the horizontal line of a 9 and 3 o'clock). All palms are the responsibility of the contractor.

The work shall be done in a professional manner in accordance with acceptable trade standards and practices. The palms shall not be climbed with tree spikes to remove the fronds. The pruning shall be accomplished by use of a ladder, boom truck or lift. All debris from the pruning shall be removed and the site shall be left in a clean and neat manner. Understory plantings under palms and trees being pruned shall be protected. Any damaged materials shall be replaced by and at the expense of the Contractor.

Trash Removal

With each service, all site areas shall be cleaned by removing all trash or debris to include, but not limited to: paper, bottles, cans, other trash, and horticulture debris. All debris or trash pick-ups shall be performed prior to moving in all turfs areas. The disposal of all trash and debris must be at a proper landfill or disposal site. All disposal fees, tipping or charges are to be included in the Bid Price.

Street Cleaning / Blowing

A four-foot (4') wide area measured from the face of the curb and gutters including turning lanes and medians shall be cleaned with each site service to remove any accumulation of debris or objectional growth to maintain a neat and safe condition.

Ornamental and Turf Spraying

Overall Ornamental & Turf Spraying of plants, shrubs and grassed areas within areas included in the Contract. Applications shall be made the day following a rain event when plant material is dry.

Application shall be made to turf the day following irrigation or a rain event when grass blades are dry. In areas where applicable, immediately after the fertilizer is applied, the sprinklers shall be activated for thirty (30) minutes to bring organic fertilizers to the soil's surface and to dissolve water-soluble particles. Following this watering, the controls shall be returned to automatic mode. Fertilizers containing iron shall be removed from curbs to avoid staining.

It is required that the Pest Controls applicator performing these services shall possess and provide the following to the Project Manager or Owner's Representative:

Valid State of Florida Pesticide/Herbicide License that complies with all Federal, State, (Chapter 482) and local laws and regulations.

Bachelor Degree in Ornamental Horticulture and/or Entomology or the equivalent practical experience.

Current Contractors Occupational License for Pest Control Services.

The Pest Control Applicator shall provide an overall written pest and spray management program that shall incorporate ant and rodent control and shall meet or exceed the following minimum standards:

Describe procedures, methods and techniques that will enhance the environment.

Provide the maximum protection for the health, safety and welfare of the public and environment.

Maintain logs of all chemicals used.

The Pest Control Firm shall make on-site inspections and provide written reports to the Project Manager or Owner's Representative once per month.

Methods of Applications:

One hundred percent (100%) coverage and penetration shall be provided. Insecticides, Herbicides and Fungicides shall be applied at the proper pressure to provide maximum coverage and will comply with all City of Marco, Collier County, South Florida Water Management District application guidelines.

Insecticides should be alternated from time to time to prevent an insect resistance to the application.

Herbicides used in turf areas shall be applied at the proper pressure.

Turf herbicides shall not be applied when the daily temperature exceeds 85 degrees.

Spreader sticker (Nu-Film 17 or equal) shall be incorporated in all spraying of -groundcovers, shrubs, trees, palms, and turf areas when recommended by the label.

Spray applications shall be applied during times of "no-wind" conditions.

All spray applications shall contain a wetting agent when recommended by the label.

Rate of Application

All chemicals shall be applied at the rates recommended on the manufacturer's labels.

Materials List:

All insecticide, fungicide and herbicide chemicals to be used on turf areas and plant materials shall be submitted in writing to the Project Manager or Owner's Representative for review and approval. All chemicals used shall be approved for use by the Environmental Protection Agency for its intended use and are of use.

Application Schedule

The number of applications shall be as listed below unless otherwise required based upon the site inspection reports. Ferrmec AC 13-0-0 plus 6% iron at one-third (1/3) gallon of material per on hundred gallons (100) of water to be added with each application of insecticide, fungicide and herbicide. All applications must be pre-approved by the Project Manager or Owner's Representative, if approval is not acquired services may not be paid.

Turf Areas:

Insecticides & Fungicides

Applications on an as needed basis, with prior approval by the Project Manager or Owner's Representative.

Herbicides

Applications on an as needed basis, to include pre-emergent in February and September, Post-emergent in November, January and March or on an as needed basis, with prior approval by the Project Manager or Owner's Representative.

Groundcovers, Shrubs and Trees

Insecticides and Fungicides

Applications on an as needed basis, with prior approval from the Project Manager or Owner's Representative.

Bed Areas

Herbicides

Applications on an as needed basis, Pre-emergent in February and September, Post-Emergent in November, January and March or on an as needed basis, prior approval by the Project Manger or Owner's Representative is required.

Additional Requirements

Additional requirements: Records must be kept of all pesticides applications. Documentation shall include but is not limited to: date and time of application, weather conditions at time of application, what was applied and name of applicler. This shall be included with the monthly invoice for payment. If pesticide documentation is not provided payment will be not be received for such application.

When it becomes necessary for the Contractor to return for additional spraying as directed by the Project Manager due to non-performance of a required application, such additional spraying shall be performed at no cost to the owner.

Mulching

Organic Mulch: Areas with no mulch or new planting areas shall have mulch placed to provide for a four inch (4") non-compacted or unsettled depth measured from the existing soil grade. The are to receive the mulch shall be raked level to establish the proper finished grade and have all weeds removed prior to the placement of mulch. Labor cost for weeding, hand grading a placement of new mulch shall be per the Unit Cost indicated on the Bid Page.

Non-Organic Mulch: Landscape areas to receive non-organic mulch such as washed shell or gravel shall have the non-organic mulch placed to a three inch (3") non-compacted depth. Re-mulching or top dressing of non-organic mulch areas shall be performed to ensure a three-inch (3") depth is maintained. Equipment and labor costs for the weeding, hand grading and placement of non-organic mulch shall be per the Unit Cost indicated on the Bid Page.

Re-mulching of plant beds and individual plant mulch rings shall have a one-inch (1") non-compacted layer of mulch applied once a year during the month of January (application to be finished by January 15th). Mulch distribution within a tree or palm area shall begin six inches away from the trunk of the tree or palm. Mulch shall not be piled against any plant branches of trunks. Prior to the re-mulching the Contractor shall turn and mix all existing mulch in all medians and right-of-way areas.

Mulch material shall be purchased by the District and coordinated with the Contractor for delivery purposes.

Fertilization

Fertilization shall be performed at least four times a year in the months of March, June, September and December or twice a year if using the six-month application rate. Refer to Site Specific Quantities section for schedule. Fertilization shall be completed at the end of the fertilization month. Any variation of this schedule needs to be pre-approved by the Project Manager; failure to do may result in non-payment. Fertilizer shall be applied at a rate of 1.5 lbs. per 100 square feet. It shall be broadcasted throughout the median planting beds and turf area. All tree pit areas should be fertilized evenly; there should not be a fertilizer ring around the tree under any circumstances. If a ring is formed you will have to go out and spread the fertilizer to correct the situation at the Contractors' expense, this may include the additional purchase of fertilizer as it may not be able to spread. Shrubs and groundcovers shall have the fertilizer blown or fan raked off following the broadcast application.

Immediately after the fertilizer is applied, the areas shall be watered. Fertilizers shall be removed from curbs, sidewalks, and paver areas to avoid staining.

Miscellaneous and Landscape Maintenance Responsibilities

If plants, shrubs, trees, grass or foliage die due to neglect or damage by the Contractor, Contractor's employees or a Subcontractor as determined by the Project Manager, they shall be replaced at the Contractor's expense.

It shall be the Contractor's responsibility to notify the Project Manager of any maintenance problems or additional maintenance needs.

Should additional costs be involved which are not covered within the Contract Specifications, a Unit Cost shall be agreed to by the Contractor and Project Manager prior to performing additional services.

The Contractor shall perform inspections on all plants, shrubs, trees and grass areas for disease or insect infection each week's service to the site. The Contractor shall immediately notice the Project Manager should a disease or infestation be found and begin appropriate treatment per the Contract requirements.

The Contract shall have singular point of contact with radio, cellular phone and e-mail for on-site and off-site communication in order to communicate with the Project Manager and Irrigation Project Manager.

Materials cost plus mark-up cannot exceed twenty-five percent (25%). The percentage does not affect the bid but will not be awarded to the bidder who omits or exceeds the allowable limit.

Irrigation Systems – Weekly Service Requirements

The landscape Contractor shall observe the irrigation system as it pertains to plants and spray coverage and report any observed field problems when they occur. It is the responsibility of the Contractor to contact the District Project Manager at the onset of the project to submit recommended watering scheduling as it pertains to the irrigation plan for the contracted area. The Landscape Contractor will provide documentation in writing and shall include any changes or recommendations.

If the Contractor does not provide this documentation, the District will assume that the Contractor accepts full responsibility and approves the scheduling and usage appropriated by the District. Be aware that you will be expected to update and coordinate watering schedules with the District Project Manager as required for monitoring purposes. All irrigation requests shall be made in writing.

Irrigation system is maintained as per "as-builts", to include but not limited to valve numbers and zone sequence. Contractors must not change these components in the field, in the case that this needs to be changed, contractor must receive Project Manager approval prior and must have the capability to update the "as-builts" drawing.

A copy of the "as-builts" will be provided upon request. All irrigation communication shall be e-mailed to the Irrigation Project Manager and the Landscape Project Manager. In order to ensure clear communication pertaining to irrigation components and locations, controllers will be identified by their assigned District controller/system number and the appropriate valve number. Any discrepancies shall be brought to the Irrigation Project Managers attention as soon as possible.

Weekly Service Requirements and Report:

The Contractor shall complete the irrigation system checklist on a weekly basis. The Checklist should be signed and submitted on a weekly basis to the Project Manager for review and approval as to completeness and must be provided before the ending of the work day Friday or beginning of the work day on Monday and may be emailed or hand delivered. Checklists should include all findings as part of the weekly irrigation checks and watering requirements. The

District reserves the right to reject payment requests for these services if the checklists are not provided in a timely manner.

Visual inspection of the irrigation systems shall be performed weekly to determine if the systems are functioning normally and if not cuts, leaks, piping damage, flooded areas exist, and repair as necessary. Valves can be operated manually at the valve box or at the surge board toggle. You must always return all operation switches to automatic when finished.

Automatic Control Valve Assemblies and Quick Coupling Valves: Open zone control valve assemblies' boxes to review valves for leaks; proper settings and need to be maintained free of debris and/or mulch, clean valve assemblies on a as needed basis. Quick coupling boxes are to be checked and make sure that they free of debris and foreign objects. Keep all grasses and mulch out of valves boxes. All valve boxes in sod areas to kept above sod level.

All valve boxes in plant beds are to be kept two inches above finished mulch level. Inside of all valve boxes shall be kept clean, and the valves shall be kept one hundred percent (100%) accessible.

All cuts, leaks, or other piping damage found to be caused by the Contractor's personnel or subcontractors performing services in the landscape areas shall be repaired immediately at no cost to the District.

Within all work areas the Contractor shall review the plant materials, turf, and soil for dry or too wet conditions and/or pest infestation and if found, advise the Project Manager/Irrigation Project Manager and correct the problem immediately. If plant material dies and Project Manager was not notified prior to condition of plants declining, it shall be the contractors' responsibility to replace the dead or infested plant material.

Review system and repair any blown-off heads, broken lines or leaks around heads or valves. All minor repairs and adjustments are part of your weekly irrigation line item. Minor adjustment may be but not limited to coverage adjustment or malfunctioning heads.

The Contractor shall further clean and adjust all sprinkler heads and nozzles to ensure that all landscaped areas receive total one hundred percent (100%) irrigation coverage and heads are not spraying onto roadways or walkways. If a longer nozzle is required contractor shall change nozzle. This is part of minor adjustments.

Replace defective and/or broken heads or nozzles, install or replace defective and/or broken risers and repair minor breaks or restricted sprinkler lines. Inspect, clean and replace, if necessary, screen/filters within the sprinkler heads.

Replace damaged valve boxes/lids if caused by the Contractor personnel or Subcontractor.

It shall be the Contractor's responsibility to notify the Project Manager of any irrigation problems or additional irrigation maintenance needs.

Major irrigation services to the irrigation systems include repairs to valves, controllers, electrical wiring and mainlines. These repairs are not included in weekly irrigation functions and shall be priced our separately or may be fixed by others.

Minor irrigation services include replacement of heads and nozzles, installation or replacement of risers, repair of minor/lateral PVC fittings, piping breaks or subsurface piping or restricted sprinkler lines, replacement of damaged valve boxes/lids necessary for proper and safe operation of the systems. All minor repair labor costs shall be reflective in the irrigation weekly function line item, with the exceptions of traffic accidents. A traffic accident is an obvious vehicular damage that a report was filed with the Sherriff's office. If a car drive into a median and breaks a few sprinklers and drives away it is not considered a traffic accident and irrigation work is covered under minor.

Should additional costs be involved which are not covered within the Contract Specifications, a Unit Cost shall be agreed to by the Contractor and the Project Manager prior to additional services being performed.

The irrigation service personnel shall have on-site two-way hand-held communications during all service and/or inspections.

Use only District-approved replacement parts, and use only matched precipitation head replacements. All irrigation parts shall be supplied by the District.

Upon issuance of a “Notice of Proceed”, the Contractor shall review all irrigation systems and notify the Project Manager of any existing problems.

Notification to the Project Manager is required when acts of vandalism or accidents have occurred to the irrigation system. Photos shall be taken and provided to the Project Manager at no added cost. A police report must be filed and a copy sent to the Project Manager.

General Maintenance Report Sheets

The Contractor shall complete a general maintenance report sheet on a weekly basis. The sheet should be signed and submitted on a monthly basis to the Owner’s appointed representative for review and approval as to completeness. The sheet must be signed by the Contractor and submitted prior to monthly billing and payment. These sheets must include any project irregularities including but not limited to plant problems, pest problems, site issues and traffic accidents, as these may be used to determine replacement responsibilities. The Contractor will also be required to conduct on-site inspections with the Project Manager or Owner’s Representative on a monthly basis to verify satisfactory completion of Contract requirements. The original forms for the report sheets will be provided to the Contractor for his reproduction purposes.

A weekly schedule is also required and shall be submitted to the Project Manager before the beginning of the work day on Monday and may be emailed or hand delivered. The schedule shall indicate the days and service location and must include when irrigation checks are scheduled.

Crew Size/Man-Hours

Contractor shall be required to provide a pre-determined crew number and size for each roadway or project. The work shall be completed with one visit, if necessary consecutive day visit may follow. Purpose is to have the entire segments under this contract completed at the same time. The Bidder shall provide in the Contract Bid the estimated number of on-site man-hours per week the Contractor will provide satisfactory performance of the requirements of this Contract.

Additional Services

Plant replacement services shall be activated in the event that damaged or dead plant material requires replacement and/or landscape areas require minor renovations. Quotes requested for items under Section generally shall be for small quantities. The Contractor shall bid installed Unit prices which shall include materials and labor required for installation, initial watering and established hand watering (provided the irrigation system is not providing proper coverage), mulch labor, removal and disposal fee (if applicable) of existing plant material and a one-year warranty on all new materials. Two bubblers per tree/palm shall be include in price. All plant material provided shall be Florida #1 or better as specified by the Department of Agriculture’s “Grades and Standards for Nursery Plants” Volumes I & II latest edition.

Irrigation incidentals are repairs that are not included in the irrigation weekly price. As estimate must be provided for approval by Project Manager before commencement of work. Submittal of estimate is not a guaranteed of work,

another vendor may be solicited for an estimate. Estimates will be regularly reviewed to ensure contractors are accurately estimating hours.

Turf Origin and Quality

All turf supplied shall be "Nursery Grown" or "Field Grown" for the purposes of sodding and shall be a "Premium Grade Sod" as specified below. The sod shall be cut, delivered and/or laid in accordance with the following specifications or the most current and accepted Horticultural Industry's Standards and Practices, whichever is more restrictive.

All sod shall be delivered to the site and accompanied with a delivery ticket listing quality, origin, and date and time the sod was cut and loaded. Sod shall be delivered to the specified site within a twenty-hour (24) hour period after field cutting and shall be laid within a forty-eight (48) hour period after field cutting. Sod being transported for a time period greater than one (1) hour shall be covered during transport.

The Contractor acknowledges that acceptance of any sod at any time of a grade other than the Premium Grade specified in this Contract shall not establish a lesser standard or relieve the Contractor of providing the Premium Grade sod as specified for the duration of the Contract period.

Premium Sod

Sand Grown: Turf grown on 90% natural sand.

Muck Grown: Turf grown on soil containing 50% or greater amounts of organic materials by volume.

Each sod pad shall be insect and disease free, be vigorous and have healthy green color in appearance. The top growth (grass blades or foliage) shall have no more than ten percent (10%) chlorosis within top growth and contain no thatch or dead vegetation layer with each pad.

Sod shall be weed free, but in no case shall the weeds exceed two percent (2%) of the total sod pad.

Pad size: Individual sod pads shall be cut to industry standard widths and lengths with a deviation no greater than +/- five percent (5%). Broken or uneven ended pads will not be accepted.

Pad Thickness: Thickness of the cut sod shall be to the industry's standard, but in no case shall the thickness of the soil be less than one inch (1") in depth for Floratam and Bahia grasses.

Strength of Pad: Standard size pads shall be mature, well rooted and contain a soil layer thick enough to provide a strength that will support the pad's weight and maintain its size and shape when the pad is suspended vertically by hand on the upper ten percent (10%) of the pad section without tearing apart.

Moisture Content: The sod soil shall contain enough moisture so that the soil is not excessively dry or wet. In no case will the sod be accepted if the soil layer becomes hardened, or loose so that it will not hold its shape, and/or if it is hydrophobic in nature.

Accidents or Thefts

The Contractor shall be responsible to contact the Project Manager to report any accidents or thefts involving or occurring within the areas covered by this Contract. Should accidents or thefts occur, the Contractor shall photograph the damage(s) or loss and provide that photo to the Project Manager immediately.

Initial Site Conditions

Contractor shall have the sole responsibility of satisfying itself concerning the nature and location of the Work and the general and local conditions, and particularly, but, without limitation, with respect to the following: physical conditions at the work-site and the project area as a whole. The failure of the Contractor to acquaint itself with any applicable

conditions shall not relieve Contractor from any of its responsibilities to perform under the Contract Documents, nor shall it be considered the basis for any claim for additional compensation.

Contractor's Employees

Employees of the Contractor shall be properly uniformed and provide a neat appearance. All employees of the Contractor shall be considered to be at all times the sole employees of the Contractor under their sole direction and not an employee or agent of the District. The Contractor shall supply competent and physically capable employees and the District requires the Contractor remove any employee it deems careless, incompetent, insubordinate, or otherwise objectionable and whose continued contract site services involvement is not in the best interest of the District.

Contractor's Meeting Attendance

During the Contract Period, the Project Manager or Advisory Committee, if applicable, may have questions concerning maintenance issues. The Contractor shall be required to attend monthly meetings and other special meetings that the Project Manager should require. There shall be no additional charge for attendance at these meetings. If the Contractor fails to attend the monthly meetings without an excused absence an amount to two (2) hours of supervision labor rate as listed on the Bid Page shall be deducted from the monthly billing of the Contractor against the Contract total.