



Rizzetta & Company

Gramercy Farms Community Development District

Board of Supervisors' Regular Meeting November 9, 2021

**District Office:
8529 South Park Circle, Suite 330
Orlando, Florida 32819
407.472.2471**

www.gramercyfarmscdd.org

GRAMERCY FARMS COMMUNITY DEVELOPMENT DISTRICT

Anthem Park Clubhouse, 2090 Continental Street, St. Cloud, Florida 34769

www.gramercyfarmscdd.org

Board of Supervisors

Maria Borrero	Board Supervisor
Bob Bishop	Board Supervisor
Cindy Sircus	Board Supervisor
Clara Velez	Board Supervisor
Milton Andrade	Board Supervisor

District Manager

Richard Hernandez Rizzetta & Company, Inc.

District Counsel

Wes Haber Hopping Green & Sams, P.A.

District Engineer

Tonja Stewart Johnson Engineering, Inc.

All cellular phones must be placed on mute while in the meeting room.

The Audience Comment portion of the agenda is where individuals may make comments on matters that concern the District. Individuals are limited to a total of three (3) minutes to make comments during this time.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (407) 472-2471. 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), who can aid you in contacting the District Office.

A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that 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 to be based.

GRAMERCY FARMS DEVELOPMENT DISTRICT
District Office · Orlando, Florida · (407) 472-2471
Mailing Address · 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614

www.gramercyfarmscdd.org

November 11, 2021

**Board of Supervisors
Gramercy Farms Community
Development District**

REVISED AGENDA

Dear Board Members:

The regular meeting of the Board of Supervisors of the Gramercy Farms Community Development District will be held on **November 18, 2021 at 6:00 p.m.** at the Anthem Park Clubhouse, 2090 Continental Street, St. Cloud, Florida 34769. The following is the agenda for the meeting:

- 1. CALL TO ORDER/ROLL CALL**
- 2. PUBLIC COMMENT**
- 3. COMMUNITY UPDATES**
 - A. City of St. Cloud Police Department Update
 - B. Solitude Lake Management Update Field Manager
 - C. Field Manager Update
 1. Review of October 2021 and November 2021 Field Inspection Report..... Tab 4
- 4. BUSINESS ADMINISTRATION**
 - A. Consideration of the Minutes of the Board of Supervisors' Meeting held on October 28, 2021..... Tab 1
 - B. Review of Unaudited Financial Statements – October 2021.....(under separate cover)
 - C. Consideration of Operation and Maintenance Expenditures for October 2021.....(under separate cover)
- 5. BUSINESS ITEMS**
 - A. Capital Land Management – Juniper Merger Discussion
 - B. **Consideration of Consent to Assignment Agreement – Rizzetta Technology Services, LLC.** Tab 2
 - C. **Consideration of Entrance Wall Repair Proposal** Tab 3
- 6. STAFF REPORTS**
 - A. District Counsel
 - B. District Engineer
 - C. District Manager
- 7. SUPERVISOR REQUESTS AND COMMENTS**
- 8. ADJOURNMENT**

We look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to call us at (407) 472-2471.

Very truly yours,

Richard Hernandez

Richard Hernandez
District Manager

cc: Wes Haber, Hopping Green & Sams

TAB 1

MINUTES OF MEETING

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

GRAMERCY FARMS COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of Gramercy Farms Community Development District was held on **Thursday, October 28, 2021, at 11:00 a.m.** at the Anthem Park Clubhouse, 2090 Continental Street, St. Cloud, Florida 34769.

Present and constituting a quorum:

Maria Borrero	Board Supervisor, Chairperson
Bob Bishop	Board Supervisor, Vice Chairman
Cindy Sircus	Board Supervisor, Assistant Secretary
Clara Velez	Board Supervisor, Assistant Secretary

Also present were:

Richard Hernandez	District Manager, Rizzetta & Co., Inc.
Wes Haber	District Counsel, Hopping Green & Sams, P.A. (via phone)
Bryan Schaub	Field Services Manager, Rizzetta & Co., Inc.
Jeff Story	Capital Land Management
Juan Nova	Capital Land Management
Audience	Not Present

FIRST ORDER OF BUSINESS

Call to Order

Mr. Hernandez called the meeting to order and read the roll call.

SECOND ORDER OF BUSINESS

Audience	Member	Comments
Regarding Agenda Items		

There were no audience member comments at this time.

THIRD ORDER OF BUSINESS

Consideration of the Minutes of the Board of Supervisors' Meeting held on August 26, 2021

There were no comments from the Board on the August 26, 2021 meeting minutes.

On a motion by Ms. Borrero, seconded by Mr. Bishop, with all in favor, the Board approved the Minutes of the Board of Supervisors' Meeting held on August 26, 2021, for the Gramercy Farms Community Development District.

FOURTH ORDER OF BUSINESS

**Ratification of Operation and
Maintenance Expenditures for August
and September 2021**

On a motion by Ms. Borrero, seconded by Ms. Velez, with all in favor, the Board ratified the Operation and Maintenance Expenditures for August 2021 in the amount of \$42,628.49 and September 2021 in the amount of \$55,104.38, for the Gramercy Farms Community Development District.

FIFTH ORDER OF BUSINESS

**Review of September 2021 Unaudited
Financials**

Mr. Hernandez provided an update on the September 2021 Unaudited Financial Statements to the Board.

SIXTH ORDER OF BUSINESS

**Consideration for Picket Fence
Installation Proposals**

- 1.) Danielle Fence**
- 2.) Anthony Home Repair LLC**

Mr. Hernandez reviewed the proposals submitted to the Board as follows:

Danielle Fence - \$1,200 (Cost to replace the pickets, along with the caps. For certain areas in the community)

Anthony Home Repair LLC - \$3,000 (Cost to replace every missing picket and screw each picket down for every existing for the entire community.)

Ms. Borrero requested a revised proposal that specifically mentions any and all parks to have fences replaced and repaired for any Anthony Home Repairs.

On a motion by Ms. Velez, seconded by Mr. Bishop, with all in favor, the Board designated the Chairman, Maria Borrero, to approve the proposal upon the amended proposal for Anthony Home Repair LLC., for the Gramercy Farms Community Development District.

SEVENTH ORDER OF BUSINESS

**Consideration of Entrance Wall
Proposals**

This item has been tabled for further discussion.

EIGHTH ORDER OF BUSINESS

**Ratification of Audit Service
Engagement Letter – Berger, Toombs,
Elam, Gaines & Frank**

Mr. Hernandez presented and reviewed the engagement letter submitted by Berger, Toombs, Elam, Gaines & Frank for auditing services for next five fiscal years.

On a motion by Ms. Borrero, seconded by Ms. Velez, with all in favor, the Board accepted the Audit Service Engagement Letter from Berger, Toombs, Elam, Gaines & Frank, for the Gramercy Farms Community Development District.

NINTH ORDER OF BUSINESS

Staff Reports

A. Field Manager

Mr. Schaub reviewed the Field Inspection Report dated September 10, 2021.

Mr. Schaub provided an overview to report the following concerns:

1. Issues at the front of the park related to the viburnum hedge.
2. Schedule a rotation to prune overgrown grass areas.
3. A wet area by Sweet Acre Park has caused turf damage.
4. A possibility of replacing plants by boundary beds.

B. District Counsel

Mr. Haber announced to the Board that he will be transiting to another law firm, Kutak Rock LLP, effective November 15, 2021. Mr. Haber's role as District Counsel will not change.

On a motion by Ms. Borrero, seconded by Ms. Velez, with all in favor, the Board authorized the Chairman, Maria Borrero, to execute the Hopping Green & Sams transition letter and agreement to transition to District Counsel firms to Kutak Rock LLP, for the Gramercy Farms Community Development District.

C. District Engineer

Not present.

D. District Manager

Mr. Hernandez provided a brief overview of the Gramercy Farm Town Hall Informational Meeting. They distributed the Gramercy Farms BOS meeting schedule, educated residents on CDD items, and provided contact information.

Ms. Borrero requested Mr. Hernandez to work with HOA Manager, Julia Casanova, to create a newsletter to further educate the community on the purpose of the pond signs and speed limit changes throughout the community.

TENTH ORDER OF BUSINESS

Supervisor Requests and Comments

Ms. Borrero and Ms. Velez asked Mr. Hernandez to working the following:

- The right entrance wall has two large, rusted spots and is cracking.
- The light fixture appears to be broken.
- The lighting in townhomes community.

Mr. Hernandez stated that the next meeting of the Board of Supervisors has been scheduled to be held on Thursday, November 18, 2021 at 6:00 p.m. at the Anthem Park Clubhouse, 2090 Continental Street, St. Cloud, Florida 34769.

ELEVENTH ORDER OF BUSINESS

Adjournment

On Motion by Ms. Borreo, seconded by Ms. Velez, with all in favor, the Board adjourned the Board of Supervisors' Meeting at 11:56 p.m. for Gramercy Farms Community Development District.

Assistant Secretary

Chairperson/Vice Chairman

TAB 2

**CONSENT TO ASSIGNMENT OF THE
CONTRACT FOR PROFESSIONAL TECHNOLOGY SERVICES BY
AND BETWEEN GRAMERCY FARMS COMMUNITY DEVELOPMENT DISTRICT
AND RIZZETTA TECHNOLOGY SERVICES, LLC. TO
RIZZETTA & COMPANY**

THIS ASSIGNMENT AND AMENDMENT (“Assignment”) is made and entered into this 18th day of November, 2021 by and between, Rizzetta Technology Services, LLC., 3434 Colwell Avenue, Suite 200, Tampa, FL 33614 (“**Assignor**”); and Rizzetta & Company, a Florida Corporation, whose mailing address is 3434 Colwell Ave, Suite 200, Tampa FL 33614 (“**Assignee**”); and Gramercy Farms Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, located in Ocala County, Florida, whose address is 8529 Southpark Circle, Suite 330, Orlando, Florida 32819 (the “**District**”).

RECITALS

WHEREAS, Assignor and the District previously entered into that certain Contract for Professional Technology Services, dated August 22, 2019, (the “**Agreement**”); and

WHEREAS, on January 1, 2022, Assignee will consolidate multiple legal entities with common and exclusive ownership under the single organization (Assignee) and Assignor is one such entity resulting in Assignor being assimilated into Assignee, and such assignment requires written approval from the District to be effective; and

WHEREAS, Assignor and the District hereby recognize and agree that the Assignor’s rights and obligations under the Agreement could be assigned to a third party pursuant to Section XIV of the Agreement; and

WHEREAS, Assignor desires to assign all of its rights and obligations under the Agreement, as amended by this instrument, to Assignee, Assignee desires to accept such assignment, and the District desires to express that it agrees with and has no objection to such assignment; and

NOW THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which are hereby acknowledged, the District, Assignee, and Assignor agree as follows:

- 1. INCORPORATION OF RECITALS.** The Recitals stated above are true and correct and are incorporated herein as a material part of this Assignment.
- 2. DISTRICT CONSENT TO ASSIGNMENT OF THE AGREEMENT.** The District consents to Assignor’s assignment of the Agreement to Assignee.



Rizzetta & Company

3. ASSIGNEE'S ACCEPTANCE OF LIABILITY. Assignee agrees to assume any and all debts, obligations and liabilities of Assignor present and future, arising out of or related to the Agreement.

4. NOTICES. Upon this Assignment, notices pursuant to the Agreement shall be in writing and shall be delivered to the Assignee as follows:

A. If to the District: Gramercy Farms Community Development District
8529 Southpark Circle, Suite 330, Orlando Florida,
32819
Attn: District Manager

With a copy to: Kutak Rock LLP
PO Box 10230
Tallahassee, FL 32302
Attn: District Counsel

B. If to Assignee: Rizzetta & Company, Inc.
3434 Colwell Ave, Suite 200
Tampa, Florida 33614
Attn: CDD Legal

5. COUNTERPARTS. This Assignment 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. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]




Rizzetta & Company

IN WITNESS WHEREOF, the parties have executed this Assignment effective as of the date set forth above.


Gramercy Farms Community Development District

By: _____
Print Name: _____
Its: Chairman

Assignor: Rizzetta Technology Services, LLC.

By: 
Print Name: William J. Rizzetta
Its: President,

Assignee: Rizzetta & Company, Inc.

By: 
Print Name: William J. Rizzetta
Its: President,



Rizzetta & Company



Rizzetta Consolidation

Historically the services provided by Rizzetta have been provided by three legal entities: Rizzetta & Company, Rizzetta Amenity Services (RASI) and Rizzetta Technology Services (RTS). Each entity authored and administered its own contracts as well as individually maintained staff. In an effort to unify our service offerings and capitalize on the efficiencies gained with size, all three entities will consolidate under “Rizzetta & Company” (Rizzetta) effective January 1st, 2022. Below are answers to a few frequently asked questions regarding this change:

Q: Why is this change being made?

A: In our continued effort to streamline internal processes, reduce unnecessary paperwork, unify services provided to our communities, and promote overall better services for our clients, “RASI” and “RTS” will officially be integrated into Rizzetta & Company as of January 1st, 2022.

Q: What will “RASI” be known as after this date?

A: “RASI” will be “Rizzetta & Company” with its management chain residing in the Community Services Division.

Q: How will this change affect our communities?

A: There will be no changes to the services provided. Some communities may receive bills with both “RASI” and Rizzetta & Company as we make this transition. However, this impact will be minimal and temporary.

Q: How will our communities notice the change?

A: Communities receiving invoices from RASI, RTS and Rizzetta & Company will see fewer invoices. Historical RASI invoices for on-site staff will continue to be received at the same intervals (every other week) but will come from “Rizzetta & Company”. Communities that have been receiving invoices from RTS will see that invoice being included in the “Rizzetta & Company” invoiced received monthly.

Q: How will current team members of “RASI” be impacted by this change?

A: There will be no impact to employees of “RASI”. Payroll processing, labor, and leadership will remain the same through this process. Their checks will originate from Rizzetta & Company.



TAB 3

ESTIMATE

Dehlinger Construction, LLC.
157 E Lake Brantley Dr
Longwood, FL 32779
(407) 636-9322



Richard Hernandez
Job #21-1558 - Gramercy Farms Community Wall - Osceola County
2898 Mosshire Circle
Saint Cloud, FL 34772

Estimate #	1305
Date	11/9/2021

Item	Description	Amount
1004 * Painting - Exterior	<p>Scope of Work: Exterior Cleaning, Caulking, Repair, & Coating</p> <ul style="list-style-type: none">- Pressure Clean all areas to be caulked and coated.- Prime all chalky areas with Sherwin Williams Loxon Conditioner LX3V100.- Fix wall cracks with elastomeric patch.- Caulk joints with Sherwin Williams Shermax Urethanized Elastomeric Caulk.- Caulk expansion joints with Sherwin Williams H1 urethane caulk.- Apply Sherwin Williams Loxon XP as intermediate coat.- Apply Sherwin Williams Resilience Satin as topcoat.- Replace missing stones in columns to match as closely as possible. <p>Material, labor and equipment included in total cost.</p>	\$4,827.59

Sub Total	\$4,827.59
Total	\$4,827.59

SPECIAL INSTRUCTIONS

TERMS & CONDITIONS

I. GENERAL CONDITIONS to this Contract, are as follows:

1. **Construction Schedule:**
 - a. **Commencement:** Contractor shall commence construction within ten days of issuance of all documents required for the performance of the Scope of Work ("Commencement").
 - b. **Completion:** Contractor shall make a good-faith effort to complete the Scope of Work within 45 days of Commencement ("Construction Period"); however, Owner accepts deviation from the Construction Period as a risk of the construction process.
 - c. **Occupancy:** Owner shall not direct work to be performed or place personal property in the work area until the Project is complete.
2. **Standards of Performance / Patching & Matching:**
 - a. **Standard of Performance:** Contractor will professionally perform the Scope of Work, according to standard trade practice, and in compliance with the FL Building Code.
 - b. **Nonmaterial Adjustments:** Owner (i) understands that it is often necessary to make nonmaterial adjustments to the layout, structure, and dimensions of the Scope of Work, which do not substantially affect the value or appearance of the Project, and (ii) accepts Contractor's prompt and reasonable notice of occurrence of the same - as a risk of the construction process.
 - c. **Textures & Finishes:** Certain products, finishes, or textures may slightly differ from samples or photographs; whereas, Owner accepts such variation as a risk of the construction process.
 - d. **Patching & Matching:** Contractor will use its best efforts to match existing surfaces, textures, and finishes; however, Owner accepts (minor) variations of the same as a risk of the construction process.
 - e. **Non-specified Materials:** Any detail, item, product, finish, or location of such, not specified on the Plans/Specs, will be left up to the discretion of the Contractor. Non-specified materials shall be of builder's grade and quality.
3. **Change Orders*:** Should Owner, design professional, Project Exclusion, Assumption, unforeseen condition, code, or public agency mandate any modification of, or addition to the Scope of Work, such determination to be construed at the sole discretion of Contractor, all costs to perform the additional work shall be added to the Contract Sum as a change order ("Change Order"). Change Orders shall be reduced to writing; whereas, Contractor reserves the right to withhold further performance of the Scope of Work until each/all Change Orders are executed.
While Contractor shall exercise due diligence to identify all conditions affecting the Scope of Work before Contract execution, certain unknown/unforeseen circumstances are inherent to construction; whereas, Owner accepts such risks of the construction process.
4. **Owner's Obligations:**
 - a. **Access:** Owner shall (i) remove its personal property/furnishings from all work areas, and (ii) provide Contractor reasonable and adequate access to perform the Scope of Work. Contractor shall not be held liable for damage to the Owner's personal property/furnishings that are not removed from the work areas as set forth above.
 - b. **Requests for Information:** Owner shall reply to Contractor's request(s) for information and/or product selection(s) within FIVE business days of delivery of Contractor's request ("RFI"). In the event Owner fails to respond to Contractor's RFI's as set forth above, Contractor shall have the option of (i) suspending further performance on the job, or (ii) performing the selection in the Owner's place.
5. **Contractor's Obligations:**
 - a. **Insurance:** Contractor and its vendors shall maintain general liability insurance, comply with the workers' compensation laws of this state, and furnish evidence thereof upon request.
 - b. **Waivers:** Contractor shall provide conditional lien waivers in exchange for payment disbursements and a Contractor's final payment affidavit upon request.
6. **Safety / Owner's Access to Jobsite:**
 - a. To comply with OSHA safety regulations, Owner and its agents agree to (i) coordinate all work area visits through the Contractor, and (ii) wear personal protective equipment as required by the Contractor.
 - b. To maintain Project hierarchy, management, and certain confidentiality, Owner agrees to direct all communications to Contractor's designated representative only and shall refrain from communicating to Contractor's employees, project vendors, building inspectors, and other job site personnel.
7. **Remedies:**
 - a. **Punch Items:** Owner shall provide Contractor detailed, specific written notice of any alleged punch item/defective work within ten (10) days of Contractor's notification the Scope of Work is complete ("Punch Item"); whereas, Contractor shall resolve the Punch Item within FIVE business days of Delivery of the same. Owner and Contractor mutually agree to the decisions and actions to determine punch items being final, and binding, and (ii) **UNDER NO CIRCUMSTANCES SHALL OWNER WITHHOLD PAYMENT(S) DUE TO CONTRACTOR**
 - b. **Owner's Default In Payment:** In the event of Owner's delay or default in payment, Contractor shall have the right to (i) cease work and remain idle, (ii) place a stop work order on all permits, (iii) remove all stored materials, (iv) secure the project to prevent theft/unauthorized work; whereas, Owner agrees that: (iv) any delinquent Progress Payment shall be subject to a 1.5% per month late fee, and (v) all attorney's fees, expenses, and other costs incurred by Contractor pursuant to Owner's delay or default in payment shall be borne by Owner (including, but not limited to, damages incident to unpaid Project vendors).
 - c. **Jury Waiver:** Any dispute arising out of this Contract shall be settled by civil bench trial in the county of Contract execution; whereas, all parties waive the right to trial by jury.
 - d. **Waiver of Incidental / Consequential Damages:** Except for Contractor's remedies outlined, Owner and Contractor waive all incidental and consequential damages arising out of or relating to this Contract (for purposes of example only: damages for delay, loss of rent, and the like).
8. **Warranty / Disclaimers:**
 - a. **Warranty:**
 - i. **Workmanship:** Contractor shall provide a 2-year warranty against defective workmanship (commencing at the date of Completion).
 - ii. **Materials & Equipment:** Contractor neither provides nor makes and warranty for materials, equipment, or furnishings; whereas, any and all manufacturer's warranties for the same shall be provided to the Owner.
 - b. **EXCLUSION OF IMPLIED WARRANTIES:** ALL IMPLIED WARRANTIES CONCERNING THE COMPLETION OF THE SCOPE OF WORK HEREUNDER, ARE HEREBY DISCLAIMED, TO THE EXTENT PERMITTED BY LAW, INCLUDING, BUT NOT LIMITED TO, HABITABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, WHETHER IMPLIED OR ARISING BY OPERATION OF LAW, COURSE OF DEALING, CUSTOM, AND PRACTICE, OR OTHERWISE. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.
 - c. **Owner's Maintenance:** Contractor will deliver a Project professionally performed in accordance with standard trade practice; however, Owner's maintenance obligations to condition or dehumidify the living space, clean & maintain caulked/painted surfaces, establish equipment and landscape service contracts, and the like begins at Project completion. The Contractor has no liability for mold and other damages resulting from improper maintenance.
9. **Force Majeure:** The Contractor shall not be responsible for any delays or damage caused by the Owner or Owner's agent, acts of God, earth settlement, or other causes beyond the reasonable control of the Contractor.
10. **Miscellaneous:**
 - a. **Severability:** If any term or provision of this Contract is illegal, invalid or unenforceable for any reason whatsoever, such term shall be revised by the minimum amount to render such term or provision to be legal, valid and enforceable. If no such revision is possible, then such term or provision shall be deemed stricken, and shall not affect the validity of the remainder of the Contract.
 - b. **Amendment:** Handwritten changes to this Contract that are mutually agreed to by as evidenced by dated signatures by Owner and Contractor shall control.
 - c. **Survival / Assignment:** This Contract is binding on both parties and shall inure to the benefit of their respective heirs, representatives, successors, and permitted assigns. This Contract shall not be assigned without the written consent of both parties.
 - d. **Notices/Delivery:** Any written notice required or contemplated under this Contract may be delivered via hand service, U.S. Mail - Return Receipt Requested, a commercial courier with proof of delivery, or electronic service (text / email) effective upon recipient's confirmation of delivery ("Delivery"). Delivery by or electronic service (text / email) is deemed confirmed when provided to the recipient's known address for receiving email or text.

*In the event of Owner's delay or default in payment, Contractor shall have the right to (i) cease work and remain idle, (ii) place a stop-work order on all permits, (iii) remove all stored materials, (iv) secure the project to prevent theft/unauthorized work; whereas, Owner agrees that: (iv) any delinquent Progress Payment shall be subject to a 1.5% per month late fee, and (v) all attorney's fees, expenses, and other costs incurred by Contractor pursuant to Owner's delay or default in payment shall be borne by Owner (including, but not limited to, damages incident to unpaid Project vendors).

FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND

PAYMENT, UP TO A LIMITED AMOUNT, MAY BE AVAILABLE FROM THE HOMEOWNERS' CONSTRUCTION RECOVERY FUND IF YOU LOSE MONEY ON A PROJECT PERFORMED UNDER CONTRACT, WHERE THE LOSS RESULTS FROM SPECIFIC VIOLATIONS OF FLORIDA LAW BY A LICENSED CONTRACTOR. FOR INFORMATION ABOUT THE RECOVERY FUND AND FILING A CLAIM, CONTACT THE FLORIDA CONSTRUCTION INDUSTRY AND LICENSING BOARD AT THE TELEPHONE NUMBER AND ADDRESS: 2601 BLAIR STONE ROAD, TALLAHASSEE, FLORIDA - 32399-1027 - TELEPHONE: 850-487-1395 - WEBSITE: WWW.MYFLORIDALICENSE.COM

ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY.

*In the event of Owner's delay or default in payment, Contractor shall have the right to (i) cease work and remain idle, (ii) place a stop-work order on all permits, (iii) remove all stored materials, (iv) secure the project to prevent theft/unauthorized work; whereas, Owner agrees that: (iv) any delinquent Progress Payment shall be subject to a 1.5% per month late fee, and (v) all attorney's fees, expenses, and other costs incurred by Contractor pursuant to Owner's delay or default in payment shall be borne by Owner (including, but not limited to, damages incident to unpaid Project vendors).

Thank you for your business!
407-636-9322 | info@dehlinger.com | www.dehlinger.com
Dehlinger is a licensed General, Residential, & Roofing Contractor
#CGC1508013 | #CRC1331934 | #CCC1332558 | #CCC1331442

TAB 4A

GRAMERCY FARMS

FIELD INSPECTION REPORT



October 13, 2021

Rizzetta & Company

Bryan Schaub - Field Services Manager



Rizzetta & Company
Professionals in Community Management

Summary, GFB, Main Entrance & Dog Park

General Updates, Recent & Upcoming Maintenance Events

- As we head into the dry season, there will be pruning events for overgrowing natural areas.
- Weed treatments for all turf are upcoming.
- There is still an area at the back park with continuously wet area of turf. The District Engineer should evaluate this area, before new sod can be installed.

The following are action items for **Capital Land Management** complete. Please refer to the item # in your response listing action already taken or anticipated time of completion. **Red text** indicates deficient from previous report. **Bold Red text** indicates deficient for more than a month. **Green text** indicates a proposal has been requested. **Blue** indicates irrigation.

1. **On the south side of the front park parking lot, there are several cables from the Townhomes laying on the Viburnum hedge. They are still there.**

2. In the same hedge row, there are several stressed Viburnum. Investigate and treat.
3. At the entrance park and property-wide, schedule a rotation to prune the Palms' seed pods. (Pic 3)



6. In the north ROW of GFB by main entrance, there is a tipped over Crape Myrtle. Re-stake and invoice.
7. In the same area, there is an unpruned Sabal Palm that has harsh looking browning on the frond tips. Investigate and take corrective action. It is happening to other Palms.
8. Continue deadheading Roses as they are blooming nicely.
9. In the NE corner of the Round About on the backside of the ponds, mow/trim back all overgrowing plant material encroaching on the maintained areas. (Pic 9)



4. In the beds around the courts, make sure to stake down drip lines.
5. In the same area, investigate and treat stressed Pine trees.



Mosshire, Round About & Ivy Stable Park

10. In the NE corner of the Round About at the south end of the stream by GFB, line trim all plant material. If plants are maintained by Aquatics contact the District Manager. (Pic 10)



11. Along GFB, detail all Flax Lily beds including removing dead material.

12. More of the struggling Loropetalum in the south ROW of GFB by the Townhomes have died. CLM to replace. (Pic 12)



13. In the beds by the Round About, treat all Ornamental Grasses for Spider Mites.

14. CLM to generate a proposal to enhance/replenish the beds around the Round About. Considering space, environment and theme for plant material. Include irrigation repairs and upgrades.

15. In the same beds, remove weeds and volunteers from Juniper.

16. At the NW corner of Shelburne & GFB, diagnose and treat stressed/dying Gold Mound Duranta. (Pic 16)



17. At the Ivy Stable park, treat turf for grassy and broadleaf weeds. Turf is off color.

18. In the same park, treat all active ant mounds, raking out any inactive mounds.

19. Let's mow and line trim between the back of the homes and the natural areas for the homes along Lakes Crest & Glencrest.

20. Detail all beds & tree rings along the boundary between LaSalle & Sweet Acre. In the same area trim back overgrowing natural areas.

21. **At the park on Sweet Acres the area that had standing water over two months, needs to be re-sodded. I want to hold off until the District Engineer recommends a solution to the drainage issues. (Pic 21 >)**

22. In the same park, the turf's color has improved dramatically but has weeds. Treat weeds and determine the cause of the poor turf at all sidewalk intersections. Might be foot traffic but let's rule out anything else.



Sweet Acres Park & Old Hickory

23. On Old Hickory Road in the west ROW between the sidewalk and the fence, there are several, at least 5 Viburnum units, that are declining. Treat and replace dead units. (Pic 23)



TAB 4B

GRAMERCY FARMS

FIELD INSPECTION REPORT



November 3, 2021
Rizzetta & Company
Bryan Schaub - Field Services Manager



Rizzetta & Company
Professionals in Community Management

Summary, GFB, Main Entrance & Dog Park

General Updates, Recent & Upcoming Maintenance Events

- As we head into the dry season, there will be pruning events for overgrowing natural areas.
- Upcoming Fertilization event, including beds, turf and Palms.
- There were multiple vehicle damage issues as well as construction damage to CDD property that were documented and reported.

The following are action items for **Capital Land Management** complete. Please refer to the item # in your response listing action already taken or anticipated time of completion. **Red text** indicates deficient from previous report. **Bold Red text** indicates deficient for more than a month. **Green text** indicates a proposal has been requested. **Blue** indicates irrigation.

1. In the hedge row near the parking at the entrance park, there are several **Viburnum** units that still stressed. Investigate and treat.



2. At the entrance park and property-wide, continue the rotation to prune the Palms' seed pods.



3. Schedule a maintenance rotation to remove the hanging mosses at the entrance park, up to the proscribed height. (Pic 3)



4. There was a noted increase in active ant mounds property-wide. Treat active mounds and rake out when inactive.



5. Palm pruning was started and looks good.



6. Near the entrance and at the west end of GFB, diagnose and treat the Roses. They look to have a fungus.



7. In a few beds along GFB by the main entrance, remove grassy weeds in shrubs.



8. There was a drip line repair in the north ROW of GFB past the Townhomes & before the Round About that needs to be stapled down as it is a tripping hazard.



9. Near the Round About in the north ROW of GFB, there appears to have been vehicle damage to a bed and road sign. **CLM/Juniper to generate a proposal to remove and repair all plant material and irrigation.** (Pic 9)



Round About, Sweet Acre & Ivy Stable Park

10. At the Round About, the Ornamental Grasses still are declining from what appears to be Spider Mites. Investigate and take the proper corrective actions. (Pic 10)



11. The turf color along GFB has improved and the Gold Mound Duranta have recovered. Good work.

12. The one Blue Daze bed at the Round About looks fantastic. Replicate, please. (Pic 12)



13. In the same area, remove the volunteer Palms seedlings growing in the shrubs.

14. Do a close check on the Juniper at the Round About, They have some browning branches and dead areas. Focus on the newly installed units. Treat and report findings.

15. The Brazilian Pepper tree has returned by the sidewalk near the entrance to the Townhomes. Flush cut and apply Garlon.

16. Along GFB, set strong bed lines for the tree rings as they are getting rough. (Pic 16)



17. At the Ivy Stable park, the turf has improved, but there are brown/dry spots developing and there is still a considerable amount of grassy weeds.

18. In the same park, remove all suckers and low branches from the Live Oaks.

19. At the same park, on the west side a Magnolia is defoliating and is stressed. Diagnose and take corrective action.

20. The beds & tree rings along the boundary between LaSalle & Sweet Acre were detailed and look good. There has been considerable damage to the beds from construction and trash left.

21. Between LaSalle & Sweet Acre in the boundary bed, there is a large cut in the drip line and is causing a washout. Repair.

22. At the SW corner of pond between Glencrest Loop & Sweet Acres, the contractors have left a dirt and weed pile on CDD property. (Pic 22 >)



Sweet Acres Park & Old Hickory

23. At the Sweet Acres park, the turf's color has stayed somewhat improved but still has grassy weeds. Treat weeds and improve the vigor.

24. At the park on Sweet Acres the area that had standing water over two months, needs to be re-sodded. I want to hold off until the District Engineer recommends a solution to the drainage issues. (Pic 24 >)

25. In the same park, diagnose and treat Laurel Oaks with brown spotting leaves.

26. Looks like someone busted the straps on a small Live Oak street tree on the east side of Sweet Acre park. The tree is leaning. Please restake and invoice.

27. Along the NW side of the pond along Harlow at the end of GFB, the natural area is overgrowing the bed and approaching the sidewalk. Please, cut back and detail the bed.

28. **On Old Hickory Road in the west ROW between sidewalk and wall, there are multiple dead/dying Viburnum. Treat and replace dead units. (Pic 28 >)**

