

*Forest Lake  
Community Development District*

*Meeting Agenda*

*August 18, 2020*

# AGENDA

# *Forest Lake*

## *Community Development District*

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219 East Livingston Street, Orlando, Florida 32801  
Phone: 407-841-5524 – Fax: 407-839-1526

August 11, 2020

**Board of Supervisors**  
**Forest Lake**  
**Community Development District**

Dear Board Members:

The regular meeting of the Board of Supervisors of **Forest Lake Community Development District** will be held **Tuesday, August 18, 2020 at 1:30 PM via Zoom Teleconference.**

**Zoom Video Link:** <https://zoom.us/j/99240212138>

**Zoom Call-In Information:** 1-646-876-9923

**Meeting ID:** 992 4021 2138

Following is the advance agenda for the meeting:

### **Board of Supervisors Meeting**

1. Roll Call
2. Public Comment Period (<sup>1</sup>Speakers will fill out a card and submit it to the District Manager prior to the beginning of the meeting)
3. Approval of Minutes of the May 19, 2020 Board of Supervisors Meeting
4. Consideration of Resolution 2020-36 Amending the Delegation Resolution
5. Public Hearing
  - A. Public Hearing on the Adoption of the Fiscal Year 2021 Budget

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<sup>1</sup> Comments will be limited to three (3) minutes

- i. Consideration of Resolution 2020-37 Adoption of the District's Fiscal Year 2021 Budget and Appropriating Funds
  - ii. Consideration of Developer Funding Agreement
- 6. Consideration of Resolution 2020-38 Designation of Regular Monthly Meeting Date, Time, and Location
- 7. Consideration of Resolution 2020-39 Direct Purchase Resolution
- 8. Consideration of Construction Funding Agreement
- 9. Consideration of Temporary Construction and Access Easement Agreement  
(provided under separate cover)
- 10. Staff Reports
  - A. Attorney
  - B. Engineer
  - C. District Manager's Report
    - i. Approval of Check Register
    - ii. Balance Sheet and Income Statement
- 11. Other Business
- 12. Supervisors Requests and Audience Comments
- 13. Adjournment

The second order of business is the Public Comment Period where the public has an opportunity to be heard on propositions coming before the Board as reflected on the agenda, and any other items. Speakers must fill out a Request to Speak form and submit it to the District Manager prior to the beginning of the meeting.

The third order of business is the approval of the minutes of the May 19, 2020 Board of Supervisors Meeting. A copy of the minutes is enclosed for your review.

The fourth order of business is the Consideration of Resolution 2020-36 Amending the Delegation Resolution. A copy of the resolution is enclosed for your review.



The fifth order of business is the Public Hearing. Section A is the Public Hearing on the Adoption of the Fiscal Year 2021 Budget. Sub-Section 1 is the Consideration of Resolution 2020-37 Adoption of the District's Fiscal Year 2021 Budget and Appropriating Funds. Sub-Section 2 is the Consideration of the Developer Funding Agreement. A copy of the resolution and agreement are enclosed for your review.

The sixth order of business is the Consideration of Resolution 2020-38 Designation of Regular Monthly Meeting Date, Time, and location for Fiscal Year 2021. A copy of the resolution is enclosed for your review.

The seventh order of business is the Consideration of Resolution 2020-39 Direct Purchase Resolution. A copy of the resolution is enclosed for your review.

The eighth order of business is the Consideration of Construction Funding Agreement. A copy of the agreement is enclosed for your review.

The ninth order of business is the Consideration of Temporary Construction Access and Easement Agreement. *This item will be provided under a separate cover.*

The tenth order of business is Staff Reports. Section C is the District Manager's Report. Sub-Section 1 is the Approval of the Check Register and Sub-Section 2 is the Balance Sheet and Income Statement. A copy of both are enclosed for your review.

The balance of the agenda will be discussed at the meeting. In the meantime, if you should have any questions, please do not hesitate to contact me.

Sincerely,

Jill Burns  
District Manager

CC: Roy Van Wyk, District Counsel

Enclosures

# MINUTES

**MINUTES OF MEETING  
FOREST LAKE  
COMMUNITY DEVELOPMENT DISTRICT**

The meeting of the Board of Supervisors of the Forest Lake Community Development District was held Tuesday, **May 19, 2020** at 1:30 p.m. via Zoom Teleconference.

Present and constituting a quorum:

Rennie Heath  
Lauren Schwenk  
Andrew Rhinehart  
Matthew Cassidy  
Patrick Marone

Chairman  
Vice Chair  
Assistant Secretary  
Assistant Secretary  
Assistant Secretary

Also present were:

Jill Burns  
Michelle Rigoni  
April Payeur

District Manager, GMS  
Hopping Green & Sams  
Developer's Office

**FIRST ORDER OF BUSINESS**

**Roll Call**

Ms. Burns called the meeting to order and called the roll. There were four members present, via zoom, constituting a quorum.

**SECOND ORDER OF BUSINESS**

**Public Comment Period**

Ms. Burns stated there were no members of the public present.

**THIRD ORDER OF BUSINESS**

**Approval of the Minutes of the March 17,  
2020 Board of Supervisors Meeting**

Ms. Burns asked for any comments, corrections, or changes to the minutes. Hearing none, she asked for a motion to approve the minutes with no changes.

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| On MOTION by Mr. Rhinehart, seconded by Mr. Marone, with all in favor, the Minutes of the March 17, 2020 Board of Supervisors Meeting, were approved. |
|---|

**FOURTH ORDER OF BUSINESS**

**Consideration of Resolution 2020-35  
Setting a Public Hearing and Approving  
the Proposed Fiscal Year 2021 Budget**

Ms. Burns stated that Resolution 2020-35 was in the package and she was suggesting a public hearing date of August 18<sup>th</sup>. She noted that this budget is anticipated to be developer funded and similar to the previous one (Hammock Reserve), with no amenities coming online before the end of 2021. Ms. Burns stated a couple of months of landscaping were being turned over to the CDD for maintenance. She stated the total budget amount was \$178,977.

Ms. Burns asked for any questions or changes to any line items, or a motion to approve.

On MOTION by Ms. Schwenk, seconded by Mr. Rhinehart, with all in favor, the Resolution 2020-35 Setting the Public Hearing for August 18<sup>th</sup> at 1:30 p.m., and Approving the Proposed Fiscal Year 2021 Budget totaling \$178,977, was approved.

**FIFTH ORDER OF BUSINESS**

**Staff Reports**

**A. Attorney**

Ms. Rigoni stated she did not have anything to report.

**B. Engineer**

There being none, the next item followed.

**C. District Manager's Report**

**i. Approval of the Check Register**

Ms. Burns stated the Check Register was March 1<sup>st</sup> through May 10<sup>th</sup> for a total of \$16,585.16. Ms. Burns asked for a motion to approve.

On MOTION by Mr. Rhinehart, seconded by Mr. Marone, with all in favor, the Check Register for \$16,585.16, was approved.

**ii. Balance Sheet and Income Statement**

Ms. Burns stated the financials were in the package for review, and there is no action that needs to be taken.

**iii. Presentation of Number of Voters – 2**

Ms. Burns stated the number of registered voters on this District came back as 2. She noted that they were going to clarify that the Supervisor of Elections has the correct boundaries on the District and confirm that number.

**SIXTH ORDER OF BUSINESS**

**Other Business**

There being none, the next item followed.

**SEVENTH ORDER OF BUSINESS**

**Supervisors Requests and Audience Comments**

There being none, the next item followed.

**EIGHTH ORDER OF BUSINESS**

**Adjournment**

Hearing no further comments, Ms. Burns asked for a motion to adjourn.

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| On MOTION by Ms. Schwenk, seconded by Ms. Rhinehart, with all in favor, the meeting was adjourned. |
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Secretary/Assistant Secretary

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Chairman/Vice Chairman

## SECTION IV

## **RESOLUTION NO. 2020-36**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF FOREST LAKE COMMUNITY DEVELOPMENT DISTRICT AMENDING AND SUPPLEMENTING RESOLUTION NO. 2020-33 TO AMEND CERTAIN PROVISIONS OF SECTIONS 1 AND 5 THEREOF RELATING TO THE CONDITIONS FOR THE ISSUANCE OF ITS FOREST LAKE COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2020 (ASSESSMENT AREA ONE PROJECT) (THE "ASSESSMENT AREA ONE BONDS") RATIFYING AND CONFIRMING ALL ACTIONS HERETOFORE TAKEN RELATING TO THE SALE OF THE ASSESSMENT AREA ONE BONDS; PROVIDING FOR INCIDENTAL ACTION; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Forest Lake Community Development District (the "District") is a local unit of special purpose government duly organized and existing under the provisions of the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the "Act") and created by Ordinance No. 19-071 enacted by the Board of County Commissioners of Polk County, Florida on December 3, 2019; and

**WHEREAS**, the District determined to undertake, in one or more stages, the acquisition and/or construction of additional public infrastructure improvements for the special benefit of the District Lands (the "Assessment Area One Project"), as described in the Engineer's Report for Capital Improvements, dated December 17, 2019 (the "Engineer's Report"); and

**WHEREAS**, the Assessment Area One Project is to be financed with proceeds of the Assessment Area One Bonds authorized to be issued pursuant to Resolution No. 2020-33 (the "Original Delegation Resolution") adopted by the Board of the District on March 17, 2020; and

**WHEREAS**, the District now desires to amend the provisions of the Original Delegation Resolution to increase the maximum principal amount of Assessment Area One Bonds that can be issued pursuant to Sections 1 and 5 thereof from \$8,360,000 to \$9,200,000 to more fully reflect the costs of financing the Assessment Area One Project;

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Supervisors of Forest Lake Community Development District, as follows:

**Section 1. Defined Terms.** Any term used herein and not otherwise defined shall have the meaning given to such term in the Original Delegation Resolution.

**Section 2. Amendment of Section 1 of the Original Delegation Resolution.** Section 1 of the Original Delegation Resolution is hereby amended in its entirety to read as follows:

There are hereby authorized and directed to be issued: the Forest Lake Community Development District Special Assessment Bonds, Series 2020 (the "Assessment Area One Bonds") in an aggregate principal amount not to exceed \$9,200,000, for the purposes of (i) providing funds to pay all or a portion of the costs of the planning, financing, acquisition, construction, equipping and installation of the Assessment Area One Project, (ii) making a deposit to the Assessment Area

One Reserve Account in an amount equal to the Assessment Area One Reserve Requirement, (iii) funding a portion of the interest coming due on the Assessment Area One Bonds, and (iv) paying certain costs of issuance in respect of the Assessment Area One Bonds. The Assessment Area One Bonds shall be issued under and secured by the Indenture, the form of which by reference is hereby incorporated into this resolution as if set forth in full herein.

**Section 3. Amendment of Section 5(iii) of the Original Delegation Resolution.** Section 5(iii) of the Original Delegation Resolution is hereby amended in its entirety to read as follows:

"(iii) The aggregate principal amount of the Assessment Area One Bonds shall not exceed \$9,200,000"

**Section 4. Public Meetings.** It is hereby found and determined that all formal actions of the District concerning and relating to the adoption of this Resolution and the consummation of the transactions contemplated by this Resolution were adopted in open meetings of the District, pursuant to all applicable laws and orders including but not limited to Executive Order 20-69 issued by Governor DeSantis, as amended and supplemented, and Section 120.54(5)(b)2, Florida Statutes, and that all deliberations of the District that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements.

**Section 5. Severability.** If any section, paragraph, clause or provision of this Resolution shall be held to be invalid or ineffective for any reason, the remainder of this Resolution shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this Resolution would have been adopted despite the invalidity or ineffectiveness of such section, paragraph, clause or provision.

**Section 6. Inconsistent Proceedings.** All resolutions or proceedings, or parts thereof, in conflict with the provisions hereof are to the extent of such conflict hereby repealed or amended to the extent of such inconsistency.

**Section 7. Ratification of Original Delegation Resolution.** Except to the extent previously modified and/or hereby modified, the Original Delegation Resolution of the District is hereby ratified, confirmed and approved in all respects.

**Section 8. Effective Date.** This Resolution shall take effect immediately upon its adoption.

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**PASSED** in Public Session of the Board of Supervisors of Forest Lake Community Development District, this 18<sup>th</sup> day of August, 2020.

**FOREST LAKE COMMUNITY  
DEVELOPMENT DISTRICT**

Attest:

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Secretary, Board of Supervisors

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Chairperson, Board of Supervisors

## SECTION V

# SECTION A

# SECTION 1

## RESOLUTION 2020-37

### **THE ANNUAL APPROPRIATION RESOLUTION OF THE FOREST LAKE COMMUNITY DEVELOPMENT DISTRICT ("DISTRICT") RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGETS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2020, AND ENDING SEPTEMBER 30, 2021; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the District Manager has, prior to the fifteenth (15<sup>th</sup>) day in June, 2020, submitted to the Board of Supervisors ("**Board**") of the Forest Lake Community Development District ("**District**") proposed budgets ("**Proposed Budget**") for the fiscal year beginning October 1, 2020 and ending September 30, 2021 ("**Fiscal Year 2020/2021**") along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes*; and

**WHEREAS**, at least sixty (60) days prior to the adoption of the Proposed Budget, the District filed a copy of the Proposed Budget with the local governing authorities having jurisdiction over the area included in the District pursuant to the provisions of Section 190.008(2)(b), *Florida Statutes*; and

**WHEREAS**, the Board set a public hearing thereon and caused notice of such public hearing to be given by publication pursuant to Section 190.008(2)(a), *Florida Statutes*; and

**WHEREAS**, the District Manager posted the Proposed Budget on the District's website at least two days before the public hearing; and

**WHEREAS**, Section 190.008(2)(a), *Florida Statutes*, requires that, prior to October 1<sup>st</sup> of each year, the Board, by passage of the Annual Appropriation Resolution, shall adopt a budget for the ensuing fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year; and

**WHEREAS**, the District Manager has prepared a Proposed Budget, whereby the budget shall project the cash receipts and disbursements anticipated during a given time period, including reserves for contingencies for emergency or other unanticipated expenditures during the fiscal year.

### **NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE FOREST LAKE COMMUNITY DEVELOPMENT DISTRICT:**

#### **SECTION 1. BUDGET**

- a. The Board has reviewed the Proposed Budget, a copy of which is on file with the office of the District Manager and at the District's Local Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.

- b. The Proposed Budget, attached hereto as **Exhibit “A,”** as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes* (**“Adopted Budget”**), and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.
- c. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District’s Local Records Office and identified as “The Budget for the Forest Lake Community Development District for the Fiscal Year Ending September 30, 2021.”
- d. The Adopted Budget shall be posted by the District Manager on the District’s official website within thirty (30) days after adoption, and shall remain on the website for at least 2 years.

There is hereby appropriated out of the revenues of the District, for Fiscal Year 2020/2021, the sum of \$\_\_\_\_\_ to be raised by the levy of assessments and/or otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

### SECTION 3. BUDGET AMENDMENTS

- a. The Board may authorize an increase or decrease in line item appropriations within a fund by motion recorded in the minutes if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may authorize an increase or decrease in line item appropriations within a fund if the total appropriations of the fund do not increase and if the aggregate change in the original appropriation item does not exceed \$10,000 or 10% of the original appropriation.
- c. By resolution, the Board may increase any appropriation item and/or fund to reflect receipt of any additional unbudgeted monies and make the corresponding change to appropriations or the unappropriated balance.

- d. Any other budget amendments shall be adopted by resolution and consistent with Florida law.

The District Manager or Treasurer must establish administrative procedures to ensure that any budget amendments are in compliance with this Section 3 and Section 189.016, *Florida Statutes*, among other applicable laws. Among other procedures, the District Manager or Treasurer must ensure that any amendments to budget under subparagraphs c. and d. above are posted on the District's website within 5 days after adoption and remain on the website for at least 2 years.

**SECTION 4. EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED** this 18<sup>th</sup> day of August, 2020.

ATTEST:

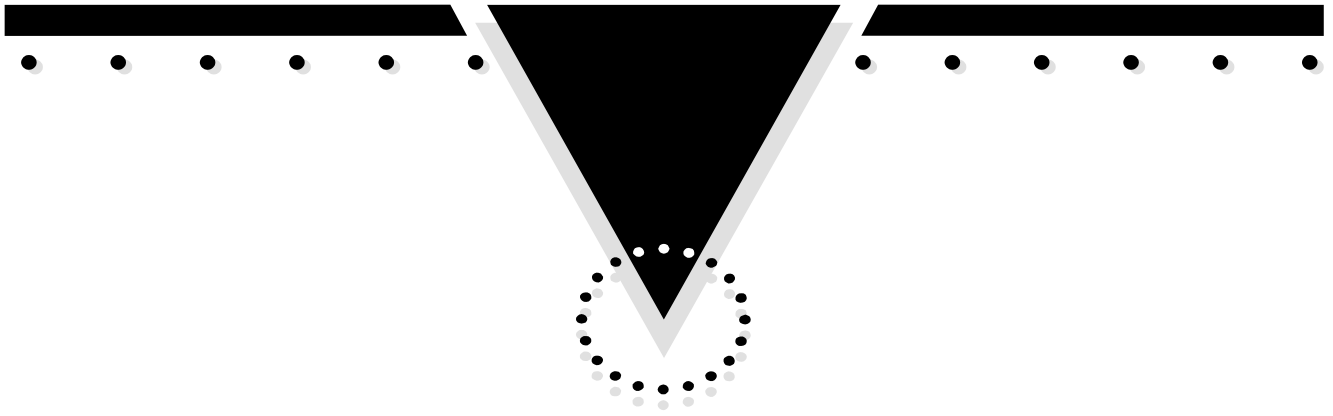
**FOREST LAKE COMMUNITY  
DEVELOPMENT DISTRICT**

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Secretary/Assistant Secretary

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Chairperson, Board of Supervisors



**Forest Lake  
Community Development District  
Proposed Budget  
FY 2021**





# Table of Contents

1 General Fund

2-5 General Fund Narrative

# Forest Lake

## Community Development District

### Proposed Budget General Fund

| Description                                      | Adopted<br>Budget<br>FY2020 | Actuals<br>Thru<br>6/30/20 | Projected<br>Next<br>3 Months | Total<br>Thru<br>9/30/20 | Proposed<br>Budget<br>FY2021 |
|--|-----------------------------|----------------------------|-------------------------------|--------------------------|------------------------------|
| <b><u>Revenues</u></b>                           |                             |                            |                               |                          |                              |
| Developer Contributions                          | \$99,238                    | \$80,000                   | \$4,485                       | \$84,485                 | \$165,127                    |
| <b>Total Revenues</b>                            | <b>\$99,238</b>             | <b>\$80,000</b>            | <b>\$4,485</b>                | <b>\$84,485</b>          | <b>\$165,127</b>             |
| <b><u>Expenditures</u></b>                       |                             |                            |                               |                          |                              |
| <b><u>Administrative</u></b>                     |                             |                            |                               |                          |                              |
| Supervisor Fees                                  | \$10,000                    | \$5,600                    | \$3,000                       | \$8,600                  | \$12,000                     |
| Engineering                                      | \$12,500                    | \$0                        | \$3,750                       | \$3,750                  | \$15,000                     |
| Attorney   | \$20,833                    | \$11,820                   | \$9,013                       | \$20,833                 | \$25,000                     |
| Annual Audit                                     | \$0                         | \$0                        | \$0                           | \$0                      | \$3,000                      |
| Assessment Administration                        | \$0                         | \$0                        | \$0                           | \$0                      | \$5,000                      |
| Arbitrage  | \$0                         | \$0                        | \$0                           | \$0                      | \$650                        |
| Dissemination                                    | \$0                         | \$0                        | \$0                           | \$0                      | \$5,000                      |
| Trustee Fees                                     | \$0                         | \$0                        | \$0                           | \$0                      | \$3,550                      |
| Management Fees                                  | \$29,167                    | \$18,911                   | \$8,750                       | \$27,661                 | \$35,000                     |
| Information Technology                           | \$3,575                     | \$2,424                    | \$300                         | \$2,724                  | \$2,350                      |
| Telephone  | \$250                       | \$0                        | \$75                          | \$75                     | \$300                        |
| Postage & Delivery                               | \$833                       | \$115                      | \$250                         | \$365                    | \$1,000                      |
| Insurance  | \$5,000                     | \$3,945                    | \$0                           | \$3,945                  | \$5,000                      |
| Printing & Binding                               | \$833                       | \$135                      | \$250                         | \$385                    | \$1,000                      |
| Legal Advertising                                | \$10,000                    | \$13,124                   | \$1,000                       | \$14,124                 | \$10,000                     |
| Other Current Charges                            | \$5,000                     | \$0                        | \$1,500                       | \$1,500                  | \$5,000                      |
| Office Supplies                                  | \$521                       | \$51                       | \$156                         | \$208                    | \$625                        |
| Travel Per Diem                                  | \$550                       | \$0                        | \$165                         | \$165                    | \$660                        |
| Dues, Licenses & Subscriptions                   | \$175                       | \$150                      | \$0                           | \$150                    | \$175                        |
| <b><u>Subtotal Administrative</u></b>            | <b>\$99,238</b>             | <b>\$56,276</b>            | <b>\$28,209</b>               | <b>\$84,485</b>          | <b>\$130,310</b>             |
| <b><u>Operations &amp; Maintenance</u></b>       |                             |                            |                               |                          |                              |
| <b><u>Field Expenses</u></b>                     |                             |                            |                               |                          |                              |
| Property Insurance                               | \$0                         | \$0                        | \$0                           | \$0                      | \$5,000                      |
| Field Management                                 | \$0                         | \$0                        | \$0                           | \$0                      | \$6,250                      |
| Landscape Maintenance                            | \$0                         | \$0                        | \$0                           | \$0                      | \$11,650                     |
| Landscape Replacement                            | \$0                         | \$0                        | \$0                           | \$0                      | \$1,042                      |
| Streetlights                                     | \$0                         | \$0                        | \$0                           | \$0                      | \$5,250                      |
| Electric   | \$0                         | \$0                        | \$0                           | \$0                      | \$833                        |
| Water & Sewer                                    | \$0                         | \$0                        | \$0                           | \$0                      | \$417                        |
| Sidewalk & Asphalt Maintenance                   | \$0                         | \$0                        | \$0                           | \$0                      | \$208                        |
| Irrigation Repairs                               | \$0                         | \$0                        | \$0                           | \$0                      | \$1,042                      |
| General Repairs & Maintenance                    | \$0                         | \$0                        | \$0                           | \$0                      | \$2,083                      |
| Contingency                                      | \$0                         | \$0                        | \$0                           | \$0                      | \$1,042                      |
| <b>Subtotal Field Expenses</b>                   | <b>\$0</b>                  | <b>\$0</b>                 | <b>\$0</b>                    | <b>\$0</b>               | <b>\$34,817</b>              |
| <b><u>Total Operations &amp; Maintenance</u></b> | <b>\$0</b>                  | <b>\$0</b>                 | <b>\$0</b>                    | <b>\$0</b>               | <b>\$34,817</b>              |
| <b>Total Expenditures</b>                        | <b>\$99,238</b>             | <b>\$56,276</b>            | <b>\$28,209</b>               | <b>\$84,485</b>          | <b>\$165,127</b>             |
| <b>Excess Revenues/(Expenditures)</b>            | <b>\$0</b>                  | <b>\$23,724</b>            | <b>(\$23,724)</b>             | <b>\$0</b>               | <b>\$0</b>                   |

**Forest Lake**  
**Community Development District**  
GENERAL FUND BUDGET

**REVENUES:**

*Developer Contributions*

The District will enter into a Funding Agreement with the Developer to fund the General Fund expenditures for the Fiscal Year.

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**EXPENDITURES:**

**Administrative:**

*Supervisor Fees*

Chapter 190, Florida Statutes, allows for each Board member to receive \$200 per meeting, not to exceed \$4,800 per year paid to each Supervisor for the time devoted to District business and meetings.

*Engineering*

The District's engineer will be providing general engineering services to the District, e.g. attendance and preparation for monthly board meetings, review invoices and various projects as directed by the Board of Supervisors and the District Manager.

*Attorney*

The District's legal counsel will be providing general legal services to the District, e.g. attendance and preparation for meetings, preparation and review of agreements, resolutions, etc. as directed by the Board of Supervisors and the District Manager.

*Annual Audit*

The District is required by Florida Statutes to arrange for an independent audit of its financial records on an annual basis.

*Assessment Administration*

The District will contract to levy and administer the collection of non-ad valorem assessment on all assessable property within the District.

*Arbitrage*

The District will contract with an independent certified public accountant to annually calculate the District's Arbitrage Rebate Liability on its Series 2019 bonds.

**Forest Lake**  
**Community Development District**  
GENERAL FUND BUDGET

Dissemination

The District is required by the Security and Exchange Commission to comply with Rule 15c2-12(b)(5) which relates to additional reporting requirements for unrated bond issues. This cost is based upon the Series 2019 bond series.

Trustee Fees

The District will incur trustee related costs with the issuance of its' Series 2019 bonds.

Management Fees

The District receives Management, Accounting and Administrative services as part of a Management Agreement with Governmental Management Services-Central Florida, LLC. The services include but are not limited to, recording and transcription of board meetings, administrative services, budget preparation, all financial reports, annual audits, etc.

Information Technology

Represents costs related to the District's accounting and information systems, District's website creation and maintenance, hosting, electronic compliance with Florida Statutes and other electronic data requirements.

Telephone

Telephone and fax machine.

Postage & Delivery

The District incurs charges for mailing of Board meeting agenda packages, overnight deliveries, correspondence, etc.

Insurance

The District's general liability and public official's liability insurance coverages.

Printing & Binding

Printing and Binding agenda packages for board meetings, printing of computerized checks, stationary, envelopes etc.

Legal Advertising

The District is required to advertise various notices for monthly Board meetings, public hearings, etc. in a newspaper of general circulation.

Other Current Charges

Bank charges and any other miscellaneous expenses incurred during the year.

**Forest Lake**  
**Community Development District**  
GENERAL FUND BUDGET

Office Supplies

Any supplies that may need to be purchased during the fiscal year, e.g., paper, minute books, file folders, labels, paper clips, etc.

Travel Per Diem

The Board of Supervisors can be reimbursed for travel expenditures related to the conducting of District business.

Dues, Licenses & Subscriptions

The District is required to pay an annual fee to the Florida Department of Economic Opportunity for \$175. This is the only expense under this category for the District.

**Operations & Maintenance:**

**Field Expenses**

Property Insurance

The District's property insurance coverages.

Field Management

Represents the estimated costs of contracting services that provide onsite field management of contracts for the District such as landscape and lake maintenance. Services can include onsite inspections, meetings with contractors, monitoring of utility accounts, attend Board meetings and receive and respond to property owner phone calls and emails.

Landscape Maintenance

Represents the estimated maintenance of the landscaping within the common areas of the District after the installation of landscape material has been completed.

Landscape Replacement

Represents the estimated cost of replacing landscaping within the common areas of the District.

Streetlights

Represents the cost to maintain street lights within the District Boundaries that are expected to be in place throughout the fiscal year.

Electric

Represents current and estimated electric charges of common areas throughout the District.

**Forest Lake**  
**Community Development District**  
GENERAL FUND BUDGET

*Water & Sewer*

Represents current and estimated costs for water and refuse services provided for common areas throughout the District.

*Sidewalk & Asphalt Maintenance*

Represents the estimated costs of maintaining the sidewalks and asphalt throughout the District's Boundary.

*Irrigation Repairs*

Represents the cost of maintaining and repairing the irrigation system. This includes the sprinklers, and irrigation wells.

*General Repairs & Maintenance*

Represents estimated costs for general repairs and maintenance of the District's common areas.

*Contingency*

Represents funds allocated to expenses that the District could incur throughout the fiscal year that do not fit into any field category.

## SECTION 2

**FOREST LAKE COMMUNITY DEVELOPMENT DISTRICT  
FISCAL YEAR 2020/2021 BUDGET FUNDING AGREEMENT**

This Agreement ("**Agreement**") is made and entered into this 18<sup>th</sup> day of August, 2020, by and between:

**Forest Lake Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in Polk County, Florida, with a mailing address of 219 East Livingston Street, Orlando, Florida 32801 (the "**District**"), and

**JMBI Real Estate, LLC**, a Florida limited liability company, an owner and primary developer of certain lands within the District, with a mailing address of 346 East Central Avenue, Winter Haven, Florida 33880, and its successors and assigns (the "**Developer**").

**RECITALS**

**WHEREAS**, the District was established by an ordinance adopted by the Board of County Commissioners in and for Polk County, Florida, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

**WHEREAS**, the District, pursuant to Chapter 190, *Florida Statutes*, is authorized to levy such taxes, special assessments, fees and other charges as may be necessary in furtherance of the District's activities and services; and

**WHEREAS**, the Developer presently owns and/or is developing the majority of all real property described in **Exhibit A**, attached hereto and incorporated herein ("**Property**"), within the District, which Property will benefit from the timely construction and acquisition of the District's facilities, activities and services and from the continued operations of the District; and

**WHEREAS**, the District is adopting its general fund budget for the fiscal year beginning October 1, 2020 and ending September 30, 2021 ("**Fiscal Year 2020/2021 Budget**"); and

**WHEREAS**, this Fiscal Year 2020/2021 Budget, which both parties recognize may be amended from time to time in the sole discretion of the District, is attached hereto and incorporated herein by reference as **Exhibit B**; and

**WHEREAS**, the District has the option of levying non-ad valorem assessments on all land, including the Property, that will benefit from the activities, operations and services set forth in the Fiscal Year 2020/2021 Budget, or utilizing such other revenue sources as may be available to it; and



**WHEREAS**, in lieu of levying assessments on the Property, the Developer is willing to provide such funds as are necessary to allow the District to proceed with its operations as described in **Exhibit B**; and

**WHEREAS**, the Developer agrees that the activities, operations and services provide a special and peculiar benefit equal to or in excess of the costs reflected on **Exhibit B** to the Property; and

**WHEREAS**, the Developer has agreed to enter into this Agreement in lieu of having the District levy and collect any non-ad valorem assessments as authorized by law against the Property located within the District for the activities, operations and services set forth in **Exhibit B**; and

**WHEREAS**, the Developer and the District desire to secure such budget funding through the imposition of a continuing lien against the Property described in **Exhibit A** and otherwise as provided herein.

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

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

2. **FUNDING.** The Developer agrees to make available to the District the monies necessary for the operation of the District as called for in the budget attached hereto as **Exhibit B**, as may be amended from time to time in the District's sole discretion, within fifteen (15) days of written request by the District. Amendments to the Fiscal Year 2020/2021 Budget as shown on **Exhibit B** adopted by the District at a duly noticed meeting shall have the effect of amending this Agreement without further action of the parties. Funds provided hereunder shall be placed in the District's general checking account. In no way shall the foregoing in any way affect the District's ability to levy special assessments upon the property within the District, including any property owned by Developer, in accordance with Florida law, to provide funds for any unfunded expenditures whether such expenditures are the result of an amendment to the District's Budget or otherwise. These payments are made by the Developer in lieu of taxes, fees, or assessments which might otherwise be levied or imposed by the District.

3. **CONTINUING LIEN.** District shall have the right to file a continuing lien upon the Property described in **Exhibit A** for all payments due and owing under the terms of this Agreement and for interest thereon, and for reasonable attorneys' fees, paralegals' fees, expenses and court costs incurred by the District incident to the collection of funds under this Agreement or for enforcement of this lien, and all sums advanced and paid by the District for taxes and payment on account of superior interests, liens and encumbrances in order to preserve and protect the District's lien. The lien shall be effective as of the date and time of the recording

of a “Notice of Lien for Fiscal Year 2020/2021 Budget” in the public records of Polk County, Florida (“**County**”), stating among other things, the description of the real property and the amount due as of the recording of the Notice, and the existence of this Agreement. The District Manager, in its sole discretion, is hereby authorized by the District to file the Notice of Lien for Fiscal Year 2020/2021 Budget on behalf of the District, without the need of further Board action authorizing or directing such filing. At the District Manager’s direction, the District may also bring an action at law against the record title holder to the Property to pay the amount due under this Agreement, or may foreclose the lien against the Property in any manner authorized by law. The District may partially release any filed lien for portions of the Property subject to a plat if and when the Developer has demonstrated, in the District’s sole discretion, that such release will not materially impair the ability of the District to enforce the collection of funds hereunder. In the event the Developer sells any of the Property described in **Exhibit A** after the execution of this Agreement, the Developer’s rights and obligations under this Agreement shall remain the same, provided however that the District shall only have the right to file a lien upon the remaining Property owned by the Developer.

4. **ALTERNATIVE COLLECTION METHODS.** In the event the Developer fails to make payments due to the District pursuant to this Agreement, and the District first provides Developer with written notice of the delinquency to the address identified in this Agreement and such delinquency is not cured within five (5) business days of the notice, then the District shall have the following remedies:

a. In the alternative or in addition to the collection method set forth in Paragraph 2 above, the District may enforce the collection of funds due under this Agreement by action against the Developer in the appropriate judicial forum in and for the County. The enforcement of the collection of funds in this manner shall be in the sole discretion of the District Manager on behalf of the District. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all costs incurred, including reasonable attorneys’ fees and costs for trial, alternative dispute resolution, or appellate proceedings.

b. The District hereby finds that the activities, operations and services set forth in **Exhibit B** provide a special and peculiar benefit to the Property, which benefit is initially allocated on an equal developable acreage basis. The Developer agrees that the activities, operations and services set forth in **Exhibit B** provide a special and peculiar benefit to the Property equal to or in excess of the costs set forth in **Exhibit B**, on an equal developable acreage basis. Therefore, in the alternative or in addition to the other methods of collection set forth in this Agreement, the District, in its sole discretion, may choose to certify amounts due hereunder as a non-ad valorem assessment on all or any part of the Property for collection, either through the Uniform Method of Collection set forth in Chapter 197, *Florida Statutes*, or under any method of direct bill and collection authorized by Florida law. Such assessment, if imposed, may be certified on the next available tax roll of the County property appraiser. The Developer hereby waives and/or relinquishes any rights it may have to challenge, object to or otherwise fail to pay such assessments if imposed, as well as the means of collection thereof.

5. **AGREEMENT; AMENDMENTS.** This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.

6. **AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

7. **ASSIGNMENT.** This Agreement may be assigned, in whole or in part, by either party only upon the written consent of the other, which consent shall not be unreasonably withheld.

8. **DEFAULT.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance and specifically including the ability of the District to enforce any and all payment obligations under this Agreement in the manner described herein in Paragraphs 2 and 3 above.

9. **THIRD PARTY RIGHTS; TRANSFER OF PROPERTY.** This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns. In the event the Developer sells or otherwise disposes of its business or of all or substantially all of its assets relating to improvements, work product, or lands within the District, the Developer shall continue to be bound by the terms of this Agreement and additionally shall expressly require that the purchaser agree to be bound by the terms of this Agreement. In the event of such sale or disposition, Developer may place into escrow an amount equal to the then-unfunded portion of the Fiscal Year 2020/2021 Budget to fund any budgeted expenses that may arise during the remainder of the fiscal year. Upon confirmation of the deposit of said funds into escrow, and evidence of an assignment to, and assumption by the purchaser, of this Agreement, Developer's obligation under this Agreement shall be deemed fulfilled and this Agreement terminated. The Developer shall give 90 days prior written notice to the District under this Agreement of any such sale or disposition.

10. **FLORIDA LAW GOVERNS.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.

11. **ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the parties as an arm's length transaction. The parties participated fully in the

preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

12. **PUBLIC RECORDS.** The Developer understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and treated as such in accordance with Florida law.

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

14. **EFFECTIVE DATE.** The Agreement shall be effective after execution by both parties hereto. The enforcement provisions of this Agreement shall survive its termination, until all payments due under this Agreement are paid in full.

*[Remainder of this page intentionally left blank]*

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

Attest:

**FOREST LAKE COMMUNITY DEVELOPMENT  
DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Vice Chairperson, Board of Supervisors

WITNESS:

**JMBI REAL ESTATE, LLC**, a Florida limited  
liability company

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

\_\_\_\_\_  
Warren K. (Rennie) Heath II, Manager

**EXHIBIT A:**     Property Description

**EXHIBIT B:**     Fiscal Year 2020/2021 Budget

## EXHIBIT A: PROPERTY DESCRIPTION

### LEGAL DESCRIPTION

#### **HOLLY HILL PARCEL (MAP # 10-18)**

ALL THAT PART OF TRACTS 1 THRU 6, AND TRACTS 11 THRU 16 IN THE NORTHEAST 1/4 OF SECTION 5, TOWNSHIP 27 SOUTH, RANGE 27 EAST, OF HOLLY HILL GROVE & FRUIT COMPANY ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 22, PAGE 10 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF THE AFORESAID TRACT 1, HOLLY HILL GROVE & FRUIT COMPANY; THENCE NORTH 89°44'09" EAST, ALONG THE NORTH BOUNDARY OF THE AFOREMENTIONED TRACTS 1, 2, 3, 4, 5, AND 6, THE SAME ALSO BEING THE SOUTH BOUNDARY OF THAT PLATTED, UN-OPENED RIGHT-OF-WAY LYING NORTH OF SAID TRACTS, A DISTANCE OF 1948.98 FEET TO THE NORTHEAST CORNER OF SAID TRACT 6; THENCE SOUTH 00°21'34" EAST, ALONG THE EAST BOUNDARY OF SAID TRACT 6 AND THE AFOREMENTIONED TRACT 11, THE SAME ALSO BEING THE WEST BOUNDARY OF DEL WEBB ORLANDO PHASE 1, AS RECORDED IN PLAT BOOK 154, PAGE 1 AND THE WEST BOUNDARY OF DEL WEBB ORLANDO PHASE 4 AS RECORDED IN PLAT BOOK 161, PAGE 20 AND THE WEST BOUNDARY OF DEL WEBB ORLANDO PHASE 3 AS RECORDED IN PLAT BOOK 159, PAGE 13, ALL BEING RECORDED IN THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, A DISTANCE OF 1279.51 FEET TO THE NORTH RIGHT-OF-WAY LINE OF FOREST LAKE DRIVE AS RECORDED IN OFFICIAL RECORDS BOOK 8650, PAGE 1214, PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE SOUTH 89°57'45" WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE AND THE NORTH RIGHT-OF-WAY LINE AS RECORDED IN OFFICIAL RECORDS BOOK 8650, PAGE 1215, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, A DISTANCE OF 653.31 FEET TO THE WEST BOUNDARY OF THE AFOREMENTIONED TRACT 12; THENCE SOUTH 00°24'17" EAST, ALONG SAID WEST BOUNDARY, A DISTANCE OF 5.75 FEET TO THE NORTHERLY MAINTAINED RIGHT-OF-WAY LINE OF THE AFORESAID FOREST LAKE DRIVE AS RECORDED IN MAP BOOK 17, PAGES 100-108 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE WESTERLY ALONG SAID MAINTAINED THE FOLLOWING THREE (3) COURSES: 1.) NORTH 89°56'11" WEST, A DISTANCE OF 486.54 FEET; THENCE 2.) NORTH 89°54'02" WEST, A DISTANCE OF 428.09 FEET; THENCE 3.) NORTH 89°50'34" WEST, A DISTANCE OF 352.87 FEET TO THE EAST LINE OF THE WEST 25 FEET OF THE AFOREMENTIONED TRACT 16; THENCE NORTH 00°30'15" WEST, ALONG SAID LINE, A DISTANCE OF 17.67 FEET TO THE NORTH LINE OF THE SOUTH 25 FEET OF SAID TRACT 16; THENCE SOUTH 89°57'45" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 25.00 FEET TO THE WEST BOUNDARY OF SAID TRACT 16 AND THE EASTERLY PLATTED RIGHT-OF-WAY OF HOLLY HILL ROAD; THENCE NORTH 00°30'15" WEST, ALONG SAID WEST BOUNDARY AND SAID EAST RIGHT-OF-WAY, A DISTANCE OF 1256.82 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAIN 57.15 ACRES, MORE OR LESS.

**AND**

#### **RIGHT-OF-WAY PARCEL (MAP #8)**

ALL THAT PART OF THAT CERTAIN 30 FOOT WIDE PLATTED, UNOPENED RIGHT-OF-WAY LYING NORTH OF AND CONTIGUOUS WITH THE NORTH BOUNDARY OF TRACTS 1 THRU 6, HOLLY HILL GROVE & FRUIT COMPANY IN THE NORTHEAST 1/4 OF SECTION 5, TOWNSHIP 27 SOUTH, RANGE 27 EAST, AS RECORDED IN PLAT BOOK 22, PAGE 10 AND SOUTH OF AND CONTIGUOUS WITH THE SOUTH BOUNDARY OF TRACTS 27 THRU 32, IN THE SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP 28 SOUTH, RANGE 27 EAST, FLORIDA DEVELOPMENT CO. TRACT AS RECORDED IN PLAT BOOK 3, PAGES 60-63, BOTH RECORDED IN THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF THE AFORESAID TRACT 1, HOLLY HILL GROVE & FRUIT COMPANY; THENCE NORTH 00°30'15" WEST, ALONG THE NORTHERLY EXTENSION OF THE WEST BOUNDARY OF SAID TRACT 1, A DISTANCE OF 30.00 FEET TO THE NORTH BOUNDARY OF SAID RIGHT-OF-WAY, AND THE SOUTH BOUNDARY OF THE AFORESAID TRACT 32, FLORIDA DEVELOPMENT CO. TRACT; THENCE NORTH 89°44'09" EAST, ALONG SAID NORTH RIGHT-OF-WAY LINE, AND THE SOUTHERN BOUNDARY OF THE AFOREMENTIONED TRACTS 27 THRU 32, FLORIDA DEVELOPMENT CO. TRACT, A DISTANCE OF 1955.66 FEET TO THE SOUTHEAST CORNER OF THE AFOREMENTIONED TRACT 27, THE SAME ALSO BEING THE WEST BOUNDARY OF DEL WEBB ORLANDO PHASE 1 AS RECORDED IN PLAT BOOK 154, PAGE 17 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE SOUTHERLY ALONG THE WEST BOUNDARY OF SAID DEL WEBB ORLANDO PHASE 1 THE FOLLOWING THREE (3) COURSES: 1.) SOUTH 00°01'54" EAST, A DISTANCE OF 15.00 FEET; THENCE 2.) SOUTH 89°44'09" WEST, A DISTANCE OF 6.52 FEET; THENCE 3.) SOUTH 00°21'34" EAST, A DISTANCE OF 15.00 FEET TO THE SOUTH LINE OF SAID PLATTED RIGHT-OF-WAY AND THE NORTHEAST CORNER OF THE AFOREMENTIONED TRACT 6, HOLLY HILL GROVE & FRUIT COMPANY; THENCE SOUTH 89°44'09" WEST, ALONG SAID SOUTH RIGHT-OF-WAY, AND THE NORTH BOUNDARY OF THE AFOREMENTIONED TRACTS 1 THRU 6, HOLLY HILL GROVE AND FRUIT COMPANY, A DISTANCE OF 1948.98 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAIN 1.34 ACRES, MORE OR LESS.

SEE PAGE 2 FOR CONITUNATION



1925 BARTOW ROAD • LAKELAND, FL 33801  
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EMAIL: INFO@WOODCIVIL.COM

### EXHIBIT 2 FOREST LAKE COMMUNITY DEVELOPMENT DISTRICT LEGAL DESCRIPTION

PAGE 1 OF 2



**AND**

**FLORIDA DEVELOPMENT COMPANY PARCEL ONE (MAP # 3, 4, 5, 6, 7, AND 9)**

ALL THAT PART OF TRACTS 17 THRU 22 AND TRACTS 27 THRU 32 IN THE SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP 26 SOUTH RANGE 27 EAST, FLORIDA DEVELOPMENT CO. TRACT AS RECORDED IN PLAT BOOK 3, PAGES 60-63, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF THE AFOREMENTIONED TRACT 32; THENCE NORTH 00°15' 54" WEST, ALONG THE WEST BOUNDARY THEREOF, THE SAME ALSO BEING THE EAST RIGHT-OF-WAY LINE OF HOLLY HILL ROAD, A DISTANCE OF 659.15 FEET TO THE NORTH LINE OF THE SOUTH 10 FEET OF THE AFOREMENTIONED TRACT 17; THENCE NORTH 89°45'26" EAST, ALONG SAID NORTH LINE AND THE NORTH LINE OF THE SOUTH 10 FEET OF TRACTS 18 AND 19, A DISTANCE OF 979.14 FEET TO THE WEST BOUNDARY OF THE AFOREMENTIONED TRACT 20; THENCE NORTH 00°08'54" WEST, ALONG THE WEST BOUNDARY OF SAID TRACT 20, A DISTANCE OF 638.79 FEET TO THE NORTHWEST CORNER OF SAID TRACT; THENCE NORTH 89°46'42" EAST, ALONG THE NORTH BOUNDARY OF TRACTS 20 THRU 22, A DISTANCE OF 995.44 FEET TO THE NORTHEAST CORNER OF SAID TRACT 22; THENCE SOUTH 00°01'54" EAST, ALONG THE EAST BOUNDARY OF SAID TRACT 22 AND THE EAST BOUNDARY OF THE AFOREMENTIONED TRACT 27, THE SAME ALSO BEING THE WEST BOUNDARY OF DEL WEBB ORLANDO PHASE ONE AS RECORDED IN PLAT BOOK 154, PAGE 17, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, A DISTANCE 1296.85 FEET TO THE SOUTHEAST CORNER OF SAID TRACT 27; THENCE SOUTH 89°44'09" WEST, ALONG THE SOUTH BOUNDARY OF THE AFOREMENTIONED TRACTS 27 THRU 32, AND THE NORTH RIGHT-OF-WAY LINE OF THAT PLATTED, UN-OPENED RIGHT-OF-WAY LYING SOUTH OF SAID TRACTS, A DISTANCE OF 1970.60 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAIN 44.41 ACRES, MORE OR LESS.

**AND**

**FLORIDA DEVELOPMENT COMPANY PARCEL TWO (MAP #1 AND 2)**

ALL OF TRACTS 14 THRU 16 IN THE SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP 26 SOUTH RANGE 27 EAST, FLORIDA DEVELOPMENT CO. TRACT AS RECORDED IN PLAT BOOK 3, PAGES 60-63, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF SAID TRACT 16; THENCE NORTH 00°16'22" WEST, ALONG THE WEST BOUNDARY THEREOF, THE SAME ALSO BEING THE EAST RIGHT-OF-WAY LINE OF HOLLY HILL ROAD, A DISTANCE OF 649.20 FEET TO THE NORTHWEST CORNER THEREOF; THENCE NORTH 89°47'59" EAST, ALONG THE NORTH BOUNDARY OF SAID TRACTS 14 THRU 16, A DISTANCE OF 981.82 FEET TO THE NORTHEAST CORNER OF THE AFOREMENTIONED TRACT 14; THENCE SOUTH 00°08'54" EAST, ALONG THE EAST BOUNDARY OF SAID TRACT 14, A DISTANCE OF 648.79 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE SOUTH 89°46'33" WEST, ALONG THE SOUTH BOUNDARY OF SAID TRACT 14 THRU 16, A DISTANCE OF 980.42 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAIN 14.62 ACRES, MORE OR LESS.

**AND**

**PUMP HOUSE PARCEL (MAP # 19)**

THE SOUTH 25 FEET OF THE WEST 25 FEET OF TRACT 16 IN THE NORTHEAST 1/4 OF SECTION 5, TOWNSHIP 27 SOUTH, RANGE 27 EAST OF HOLLY HILL GROVE & FRUIT COMPANY ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 22, PAGE 10 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF AFORESAID TRACT 16, HOLLY HILL GROVE & FRUIT COMPANY; THENCE NORTH 00°30'15" WEST ALONG THE WEST BOUNDARY THEREOF, A DISTANCE OF 25.00 FEET; THENCE NORTH 89°57'45" EAST, AND PARALLEL WITH THE SOUTH BOUNDARY OF SAID TRACT 16, A DISTANCE OF 25.00 FEET; THENCE SOUTH 00°30'15" EAST, AND PARALLEL WITH THE AFOREMENTIONED WEST BOUNDARY OF TRACT 16, A DISTANCE OF 25.00 FEET TO THE AFORESAID SOUTH BOUNDARY; THENCE SOUTH 89°57'45" WEST, ALONG SAID SOUTH BOUNDARY, A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT MAINTAINED RIGHT-OF-WAY FOR FOREST LAKE DRIVE AS RECORDED IN MAP BOOK 17, PAGES 100-108 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

SAID LANDS CONTAIN 409.58 SQUARE FEET (0.009 ACRES), MORE OR LESS.

CDD CONTAINS 117.53 ACRES, MORE OR LESS.



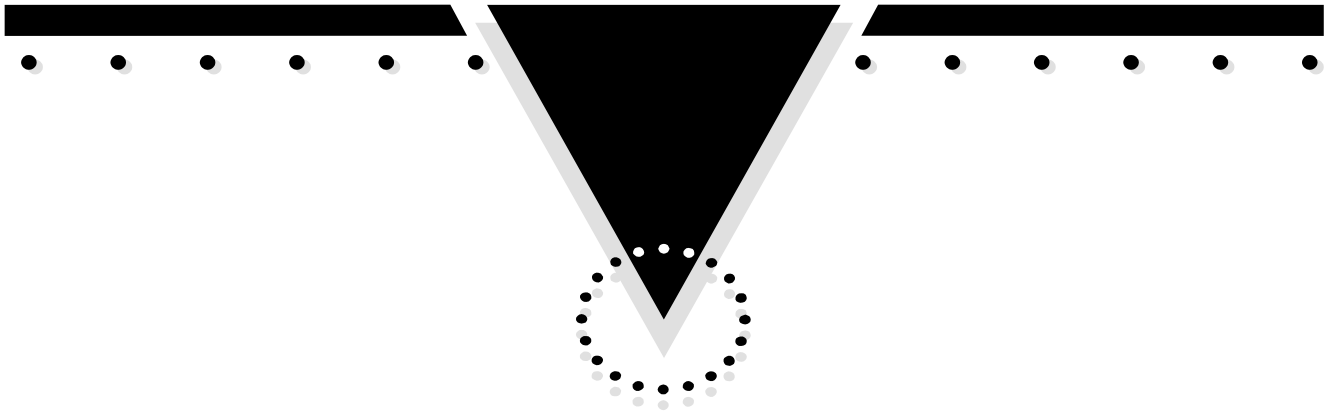
**EXHIBIT 2**  
**FOREST LAKE COMMUNITY  
DEVELOPMENT DISTRICT  
LEGAL DESCRIPTION**

PAGE 2 OF 2

**EXHIBIT B: FISCAL YEAR 2020/2021 BUDGET**

[attach]





**Forest Lake  
Community Development District  
Proposed Budget  
FY 2021**



# Table of Contents

1 

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 General Fund

2-5 

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 General Fund Narrative

# Forest Lake

## Community Development District

### Proposed Budget General Fund

| Description                                      | Adopted<br>Budget<br>FY2020 | Actuals<br>Thru<br>6/30/20 | Projected<br>Next<br>3 Months | Total<br>Thru<br>9/30/20 | Proposed<br>Budget<br>FY2021 |
|--|-----------------------------|----------------------------|-------------------------------|--------------------------|------------------------------|
| <b><u>Revenues</u></b>                           |                             |                            |                               |                          |                              |
| Developer Contributions                          | \$99,238                    | \$80,000                   | \$4,485                       | \$84,485                 | \$165,127                    |
| <b>Total Revenues</b>                            | <b>\$99,238</b>             | <b>\$80,000</b>            | <b>\$4,485</b>                | <b>\$84,485</b>          | <b>\$165,127</b>             |
| <b><u>Expenditures</u></b>                       |                             |                            |                               |                          |                              |
| <b><u>Administrative</u></b>                     |                             |                            |                               |                          |                              |
| Supervisor Fees                                  | \$10,000                    | \$5,600                    | \$3,000                       | \$8,600                  | \$12,000                     |
| Engineering                                      | \$12,500                    | \$0                        | \$3,750                       | \$3,750                  | \$15,000                     |
| Attorney   | \$20,833                    | \$11,820                   | \$9,013                       | \$20,833                 | \$25,000                     |
| Annual Audit                                     | \$0                         | \$0                        | \$0                           | \$0                      | \$3,000                      |
| Assessment Administration                        | \$0                         | \$0                        | \$0                           | \$0                      | \$5,000                      |
| Arbitrage  | \$0                         | \$0                        | \$0                           | \$0                      | \$650                        |
| Dissemination                                    | \$0                         | \$0                        | \$0                           | \$0                      | \$5,000                      |
| Trustee Fees                                     | \$0                         | \$0                        | \$0                           | \$0                      | \$3,550                      |
| Management Fees                                  | \$29,167                    | \$18,911                   | \$8,750                       | \$27,661                 | \$35,000                     |
| Information Technology                           | \$3,575                     | \$2,424                    | \$300                         | \$2,724                  | \$2,350                      |
| Telephone  | \$250                       | \$0                        | \$75                          | \$75                     | \$300                        |
| Postage & Delivery                               | \$833                       | \$115                      | \$250                         | \$365                    | \$1,000                      |
| Insurance  | \$5,000                     | \$3,945                    | \$0                           | \$3,945                  | \$5,000                      |
| Printing & Binding                               | \$833                       | \$135                      | \$250                         | \$385                    | \$1,000                      |
| Legal Advertising                                | \$10,000                    | \$13,124                   | \$1,000                       | \$14,124                 | \$10,000                     |
| Other Current Charges                            | \$5,000                     | \$0                        | \$1,500                       | \$1,500                  | \$5,000                      |
| Office Supplies                                  | \$521                       | \$51                       | \$156                         | \$208                    | \$625                        |
| Travel Per Diem                                  | \$550                       | \$0                        | \$165                         | \$165                    | \$660                        |
| Dues, Licenses & Subscriptions                   | \$175                       | \$150                      | \$0                           | \$150                    | \$175                        |
| <b><u>Subtotal Administrative</u></b>            | <b>\$99,238</b>             | <b>\$56,276</b>            | <b>\$28,209</b>               | <b>\$84,485</b>          | <b>\$130,310</b>             |
| <b><u>Operations &amp; Maintenance</u></b>       |                             |                            |                               |                          |                              |
| <b><u>Field Expenses</u></b>                     |                             |                            |                               |                          |                              |
| Property Insurance                               | \$0                         | \$0                        | \$0                           | \$0                      | \$5,000                      |
| Field Management                                 | \$0                         | \$0                        | \$0                           | \$0                      | \$6,250                      |
| Landscape Maintenance                            | \$0                         | \$0                        | \$0                           | \$0                      | \$11,650                     |
| Landscape Replacement                            | \$0                         | \$0                        | \$0                           | \$0                      | \$1,042                      |
| Streetlights                                     | \$0                         | \$0                        | \$0                           | \$0                      | \$5,250                      |
| Electric   | \$0                         | \$0                        | \$0                           | \$0                      | \$833                        |
| Water & Sewer                                    | \$0                         | \$0                        | \$0                           | \$0                      | \$417                        |
| Sidewalk & Asphalt Maintenance                   | \$0                         | \$0                        | \$0                           | \$0                      | \$208                        |
| Irrigation Repairs                               | \$0                         | \$0                        | \$0                           | \$0                      | \$1,042                      |
| General Repairs & Maintenance                    | \$0                         | \$0                        | \$0                           | \$0                      | \$2,083                      |
| Contingency                                      | \$0                         | \$0                        | \$0                           | \$0                      | \$1,042                      |
| <b><u>Subtotal Field Expenses</u></b>            | <b>\$0</b>                  | <b>\$0</b>                 | <b>\$0</b>                    | <b>\$0</b>               | <b>\$34,817</b>              |
| <b><u>Total Operations &amp; Maintenance</u></b> | <b>\$0</b>                  | <b>\$0</b>                 | <b>\$0</b>                    | <b>\$0</b>               | <b>\$34,817</b>              |
| <b>Total Expenditures</b>                        | <b>\$99,238</b>             | <b>\$56,276</b>            | <b>\$28,209</b>               | <b>\$84,485</b>          | <b>\$165,127</b>             |
| <b>Excess Revenues/(Expenditures)</b>            | <b>\$0</b>                  | <b>\$23,724</b>            | <b>(\$23,724)</b>             | <b>\$0</b>               | <b>\$0</b>                   |

**Forest Lake**  
**Community Development District**  
GENERAL FUND BUDGET

**REVENUES:**

*Developer Contributions*

The District will enter into a Funding Agreement with the Developer to fund the General Fund expenditures for the Fiscal Year.

---

**EXPENDITURES:**

**Administrative:**

*Supervisor Fees*

Chapter 190, Florida Statutes, allows for each Board member to receive \$200 per meeting, not to exceed \$4,800 per year paid to each Supervisor for the time devoted to District business and meetings.

*Engineering*

The District's engineer will be providing general engineering services to the District, e.g. attendance and preparation for monthly board meetings, review invoices and various projects as directed by the Board of Supervisors and the District Manager.

*Attorney*

The District's legal counsel will be providing general legal services to the District, e.g. attendance and preparation for meetings, preparation and review of agreements, resolutions, etc. as directed by the Board of Supervisors and the District Manager.

*Annual Audit*

The District is required by Florida Statutes to arrange for an independent audit of its financial records on an annual basis.

*Assessment Administration*

The District will contract to levy and administer the collection of non-ad valorem assessment on all assessable property within the District.

*Arbitrage*

The District will contract with an independent certified public accountant to annually calculate the District's Arbitrage Rebate Liability on its Series 2019 bonds.

**Forest Lake**  
**Community Development District**  
GENERAL FUND BUDGET

Dissemination

The District is required by the Security and Exchange Commission to comply with Rule 15c2-12(b)(5) which relates to additional reporting requirements for unrated bond issues. This cost is based upon the Series 2019 bond series.

Trustee Fees

The District will incur trustee related costs with the issuance of its' Series 2019 bonds.

Management Fees

The District receives Management, Accounting and Administrative services as part of a Management Agreement with Governmental Management Services-Central Florida, LLC. The services include but are not limited to, recording and transcription of board meetings, administrative services, budget preparation, all financial reports, annual audits, etc.

Information Technology

Represents costs related to the District's accounting and information systems, District's website creation and maintenance, hosting, electronic compliance with Florida Statutes and other electronic data requirements.

Telephone

Telephone and fax machine.

Postage & Delivery

The District incurs charges for mailing of Board meeting agenda packages, overnight deliveries, correspondence, etc.

Insurance

The District's general liability and public official's liability insurance coverages.

Printing & Binding

Printing and Binding agenda packages for board meetings, printing of computerized checks, stationary, envelopes etc.

Legal Advertising

The District is required to advertise various notices for monthly Board meetings, public hearings, etc. in a newspaper of general circulation.

Other Current Charges

Bank charges and any other miscellaneous expenses incurred during the year.

# Forest Lake

## Community Development District

### GENERAL FUND BUDGET

#### Office Supplies

Any supplies that may need to be purchased during the fiscal year, e.g., paper, minute books, file folders, labels, paper clips, etc.

#### Travel Per Diem

The Board of Supervisors can be reimbursed for travel expenditures related to the conducting of District business.

#### Dues, Licenses & Subscriptions

The District is required to pay an annual fee to the Florida Department of Economic Opportunity for \$175. This is the only expense under this category for the District.

#### **Operations & Maintenance:**

##### **Field Expenses**

#### Property Insurance

The District's property insurance coverages.

#### Field Management

Represents the estimated costs of contracting services that provide onsite field management of contracts for the District such as landscape and lake maintenance. Services can include onsite inspections, meetings with contractors, monitoring of utility accounts, attend Board meetings and receive and respond to property owner phone calls and emails.

#### Landscape Maintenance

Represents the estimated maintenance of the landscaping within the common areas of the District after the installation of landscape material has been completed.

#### Landscape Replacement

Represents the estimated cost of replacing landscaping within the common areas of the District.

#### Streetlights

Represents the cost to maintain street lights within the District Boundaries that are expected to be in place throughout the fiscal year.

#### Electric

Represents current and estimated electric charges of common areas throughout the District.

**Forest Lake**  
**Community Development District**  
GENERAL FUND BUDGET

*Water & Sewer*

Represents current and estimated costs for water and refuse services provided for common areas throughout the District.

*Sidewalk & Asphalt Maintenance*

Represents the estimated costs of maintaining the sidewalks and asphalt throughout the District's Boundary.

*Irrigation Repairs*

Represents the cost of maintaining and repairing the irrigation system. This includes the sprinklers, and irrigation wells.

*General Repairs & Maintenance*

Represents estimated costs for general repairs and maintenance of the District's common areas.

*Contingency*

Represents funds allocated to expenses that the District could incur throughout the fiscal year that do not fit into any field category.

## SECTION VI



## **RESOLUTION 2020-38**

### **A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE FOREST LAKE COMMUNITY DEVELOPMENT DISTRICT ADOPTING THE ANNUAL MEETING SCHEDULE FOR FISCAL YEAR 2020-2021; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the Forest Lake Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, and situated entirely within Polk County, Florida; and

**WHEREAS**, the District is required by Section 189.015, *Florida Statutes*, to file quarterly, semi-annually, or annually a schedule (including date, time, and location) of its regular meetings with local governing authorities; and

**WHEREAS**, further, in accordance with the above-referenced statute, the District shall also publish quarterly, semi-annually, or annually the District’s regular meeting schedule in a newspaper of general paid circulation in the county in which the District is located; and

**WHEREAS**, the Board desires to adopt the Fiscal Year 2020-2021 annual meeting schedule attached as **Exhibit A**.

### **NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE FOREST LAKE COMMUNITY DEVELOPMENT DISTRICT:**

**SECTION 1.** The Fiscal Year 2020-2021 annual meeting schedule attached hereto and incorporated by reference herein as **Exhibit A** is hereby approved and shall be published in accordance with the requirements of Florida law and also provided to applicable governing authorities.

**SECTION 2.** This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED** this 18<sup>th</sup> day of August 2020.

ATTEST:

**FOREST LAKE COMMUNITY  
DEVELOPMENT DISTRICT**

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Secretary/Assistant Secretary

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Chairperson, Board of Supervisors

**Exhibit A:** Fiscal Year 2020-2021 Annual Meeting Schedule

## **Exhibit A**

### **BOARD OF SUPERVISORS MEETING DATES FOREST LAKE COMMUNITY DEVELOPMENT DISTRICT FISCAL YEAR 2020-2021**

The Board of Supervisors of the Forest Lake Community Development District will hold their regular meetings for Fiscal Year 2020-2021 at The Offices of Cassidy Homes, 346 E. Central Avenue, Winter Haven, FL 33880 at 1:30 p.m. on the 3<sup>rd</sup> Tuesday of each month, unless otherwise indicated as follows:

**October 20, 2020**  
**November 17, 2020**  
**December 15, 2020**  
**January 19, 2021**  
**February 16, 2021**  
**March 16, 2021**  
**April 20, 2021**  
**May 18, 2021**  
**June 15, 2021**  
**July 20, 2021**  
**August 17, 2021**  
**September 21, 2021**

*Please note that due to the ongoing nature of the COVID-19 public health emergency, it may be necessary to hold the above referenced meetings utilizing communications media technology in order to protect the health and safety of the public or held at an alternative physical location other than the location indicated above. To that end, anyone wishing to participate in such meetings should contact the District Manager's Office prior to each meeting to confirm the applicable meeting access and/or location information. Additionally, interested parties may refer to the District's website for the latest information: <http://forestlakecdd.com/>.*

The meetings are open to the public and will be conducted in accordance with the provision of Florida Law for Community Development Districts. The meetings may be continued to a date, time, and place to be specified on the record at the meeting. A copy of the agenda for these meetings may be obtained from Governmental Management Services – Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801 or by calling (407) 841-5524.

There may be occasions when one or more Supervisors or staff will participate by telephone. Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (407) 841-5524 at least 48 hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Office.

A person who decides to appeal any decision made at the meeting with respect to any matter considered at the meeting 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 such appeal is to be based.

District Manager

## SECTION VII

## RESOLUTION 2020-39

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE FOREST LAKE COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING THE DISTRICT ENGINEER, OR ANOTHER INDIVIDUAL DESIGNATED BY THE BOARD OF SUPERVISORS, TO ACT AS THE DISTRICT'S PURCHASING AGENT FOR THE PURPOSE OF PROCURING, ACCEPTING, AND MAINTAINING ANY AND ALL CONSTRUCTION MATERIALS NECESSARY FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE OR COMPLETION OF THE DISTRICT'S INFRASTRUCTURE IMPROVEMENTS AS PROVIDED IN THE DISTRICT'S ADOPTED IMPROVEMENT PLAN; PROVIDING FOR THE APPROVAL OF A WORK AUTHORIZATION; PROVIDING FOR PROCEDURAL REQUIREMENTS FOR THE PURCHASE OF MATERIALS; APPROVING THE FORM OF A PURCHASE REQUISITION REQUEST; APPROVING THE FORM OF A PURCHASE ORDER; APPROVING THE FORM OF A CERTIFICATE OF ENTITLEMENT; AUTHORIZING THE PURCHASE OF INSURANCE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Forest Lake Community Development District (the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

**WHEREAS**, Chapter 190, *Florida Statutes*, authorizes the District to construct, install, operate and/or maintain systems and facilities for certain basic infrastructure; and

**WHEREAS**, the District Board of Supervisors (the "Board"), upon recommendation of the District Engineer, has adopted an improvement plan for the construction and installation of certain infrastructure improvements within the District (the "Improvements"); and

**WHEREAS**, the District has or will enter into various construction contracts for the construction and installation of the Improvements (the "Construction Contracts"); and

**WHEREAS**, the Construction Contracts allow, or will be amended to allow, for the direct purchase by the District of certain construction materials necessary for those contracts; and

**WHEREAS**, the District has determined that such direct purchase of construction materials will provide a significant construction cost reduction that is in the best interest of the District; and

**WHEREAS**, the District desires to have a District representative who is familiar with the project and who is knowledgeable in the area of procuring and handling construction materials act as its representative.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE  
FOREST LAKE COMMUNITY DEVELOPMENT DISTRICT:**

**SECTION 1.** The District Engineer, the District Manager or another individual as shall be appointed by the Board ("Purchasing Agent") shall have the full authority of the District to issue purchase orders or enter into purchase agreements on behalf of the District at such times and intervals as it determines necessary for the timely receipt of construction materials required by the Contractor for the prosecution of the construction project.

**SECTION 2.** The Purchasing Agent shall purchase on behalf of the District only those materials identified in the Construction Contracts and in amounts not to exceed the cost amount contained therein and as included in the Construction Contracts.

**SECTION 3.** The Purchasing Agent shall be authorized to purchase on behalf of the District any additional construction materials that are identified in a schedule of values associated with any change order(s) to the Construction Contracts or that of any subcontractor to the Contractor which is approved by the District.

**SECTION 4.** Should the District Engineer act as the Purchasing Agent for any given Construction Contract, a work authorization of the District Engineer, a form of which is attached hereto as **Exhibit A**, is hereby approved and/or ratified, and the District Engineer shall be paid such reasonable fees, costs and expenses, related to its actions as the District's Purchasing Agent as provided for in the District Engineer's agreement with the District.

**SECTION 5.** The Purchasing Agent is further authorized to take any other administrative actions that are consistent with his/her duties as the Purchasing Agent, including but not limited to, negotiating for lower prices on materials from other suppliers, arranging for the storage, delivery, and protection of purchased materials, and sending and receiving notices and releases as are required by law.

**SECTION 6.** The District Manager is hereby authorized to purchase Builders All Risk Insurance on behalf of the District and with the District as the named insured in such amounts as are necessary to cover the estimated costs of the construction materials pursuant to the Construction Contract.

**SECTION 7.** The procurement procedures and its exhibits, attached hereto as **Composite Exhibit B** and incorporated herein by reference, are hereby approved and/or ratified, and shall be used by the Purchasing Agent for the purchase of construction materials on behalf of the District (also referred to as "Owner").

**SECTION 8.** The actions of current and prior members of the Board and District staff in effectuating the District's direct purchase of materials relative to the Construction Contracts,

including but not limited to the execution of any documents related therewith, are hereby determined to be in accordance with the prior authorizations of the District's Chairman and/or the Board, and are hereby ratified, approved and confirmed in all respects.

**SECTION 9.** If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

**SECTION 10.** This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

**PASSED AND ADOPTED** this 18<sup>th</sup> day of August, 2020.

ATTEST:

**FOREST LAKE COMMUNITY DEVELOPMENT  
DISTRICT**

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Secretary/Assistant Secretary

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Chairperson, Board of Supervisors

|                        |   |
|------------------------|---|
| <b>Exhibit A</b>       | Form of Work Authorization                          |
| <b>Comp. Exhibit B</b> | Procurement Procedures for Direct Purchase Material |

## EXHIBIT A

### Work Authorization

\_\_\_\_\_, 20\_\_

Board of Supervisors  
Forest Lake Community Development District  
c/o Governmental Management Services – Central Florida, LLC  
219 East Livingston Street  
Orlando, Florida 32801

Subject: **Work Authorization Number** \_\_\_\_\_  
**Forest Lake Community Development District**

Dear Chairperson, Board of Supervisors:

Wood & Associates Engineering LLC ("Engineer") is pleased to submit this work authorization to provide engineering services for the Forest Lake Community Development District. We will provide these services pursuant to our current agreement dated \_\_\_\_\_, 20\_\_ ("Engineering Agreement") as follows:

#### **I. Scope of Work**

Engineer will act as Purchasing Agent for the District with respect to the direct purchase of construction materials for the District's Improvements in accordance with the procurement procedures adopted by the Board of Supervisors.

#### **II. Compensation**

Engineer will be compensated for this work at the hourly rates established pursuant to the Engineering Agreement.

#### **III. Other Direct Costs**

Other direct costs include items such as printing, drawings, travel, deliveries, et cetera, pursuant to the Engineering Agreement.

Engineer hereby represents it understands and will abide by all terms of the District's Procurement Procedures for Direct Purchase Materials (also referred to as "Owner Purchased Materials"). In preparing and executing any documentation for purposes of ordering or purchasing materials in the name of and on behalf of the District, the Engineer will affirm that the vendor supplying the Direct Purchase Materials is not also the installer of the Direct Purchase Materials, and further, will affirm that the installer of the Direct Purchase Materials did not manufacture, fabricate or furnish the Direct Purchase Materials.

This work authorization, together with the Engineering Agreement, as amended and supplemented, represents the entire understanding between the District and Engineer with regard to the referenced services herein. If you wish to accept this work authorization, please sign both copies where indicated, and return one complete copy to our office. Upon receipt, we will promptly schedule our services.

Sincerely,

APPROVED AND ACCEPTED

\_\_\_\_\_  
Dennis Wood, P.E.  
Wood & Associates Engineering, LLC.

\_\_\_\_\_  
Authorized Representative of  
Forest Lake Community Development District  
Date: \_\_\_\_\_



## COMPOSITE EXHIBIT B

### PROCUREMENT PROCEDURES FOR DIRECT PURCHASE MATERIAL

1. Purchase Requisition Request Forms. At least ten (10) calendar days prior to CONTRACTOR ordering construction materials, CONTRACTOR shall prepare and forward to OWNER a separate Purchasing Requisition Request Form for each supplier in the form attached hereto as **Attachment 1**, specifically identifying the construction materials which CONTRACTOR plans to order from each supplier so that OWNER may, in its sole discretion, elect to purchase directly such construction materials.

2. Purchase Orders. After receipt of the Purchasing Requisition Request Form, the OWNER shall prepare Purchase Orders in substantially the form attached hereto as **Attachment 2**, or as modified from time to time in the District's discretion, for construction materials which the OWNER wishes to purchase directly.

Purchase Orders shall require that the supplier provide required shipping and handling insurance. Purchase Orders shall also require the delivery of the Direct Purchase Materials (also referred to as "Owner Purchased Material(s)") on the delivery dates provided by the CONTRACTOR in the Purchasing Requisition Request Form. Pursuant to the Purchase Order, the supplier will provide the CONTRACTOR the required quantities of construction material at the price established in the supplier's quote less any associated sales tax.

3. Certificate of Entitlement. The OWNER shall execute a separate Certificate of Entitlement for each Purchase Order in the form attached hereto as **Attachment 3**, and furnish a copy of same to the supplier and to the CONTRACTOR in accordance with section 4. Each Certificate of Entitlement must have attached thereto the corresponding Purchase Order.

Each Certificate of Entitlement shall acknowledge that if the Department of Revenue determines the purchase is not a tax-exempt purchase by a governmental entity, then the governmental entity will be responsible for any tax, penalties and interest determined to be due.

Each Certificate of Entitlement shall affirm that: (1) the attached Purchase Order is being issued directly to the vendor supplying the tangible personal property the CONTRACTOR will use in the identified public works; (2) the vendor's invoice will be issued directly to the governmental entity; (3) payment of the vendor's invoice will be made directly by the governmental entity to the vendor from public funds; (4) the governmental entity will take title to the tangible personal property from the vendor at the time of purchase or of delivery by the vendor; and (5) the governmental entity assumes the risk of damage or loss at the time of purchase or delivery by the vendor.

4. Transmission of Certificate of Entitlement and Attached Purchase Order. At least two (2) calendar days prior to CONTRACTOR placing OWNER'S order for the construction materials, OWNER shall forward each Certificate of Entitlement, together with the attached Purchase Order,

to CONTRACTOR and to supplier. Promptly upon receipt of the Direct Purchase Materials specified in each Purchase Order, CONTRACTOR shall verify the purchase of the Direct Purchase Materials in accordance with the terms of the Purchase Order and in a manner to assure timely delivery of the Direct Purchase Materials.

5. Notice of Reduction in Contract Price. On or about the last business day of each month, OWNER shall deliver to the CONTRACTOR a Notice of Reduction in Contract Price (hereinafter "Notice"). Each Notice shall list all Direct Purchase Materials for the respective month and the total price for all such construction materials, plus all sales taxes which would have been associated with such construction materials had the CONTRACTOR purchased the construction materials. Each Notice may also include the total price and sales tax (had CONTRACTOR purchased) for any previously purchased Direct Purchase Materials which for any reason were not previously deducted from the contract price. The contract price will be reduced automatically and as a ministerial task by the amount set forth in each Notice. Each Notice will also reflect the amended contract balance reflecting the deductions taken in said Notice.

The intent of this provision is to cause the contract price to be reduced automatically by the amount OWNER pays for Direct Purchase Materials plus the amount of applicable sales tax that would have been paid for such construction materials, had the CONTRACTOR or any other non-tax-exempt entity purchased the construction materials. All savings of sales taxes shall accrue solely to the benefit of OWNER, and CONTRACTOR shall not benefit whatsoever from savings of any such taxes.

6. Payment for Direct Purchase Materials. In order to arrange for the prompt payment to suppliers, the CONTRACTOR shall provide to the OWNER a list indicating on behalf of the owner of the Direct Purchase Materials within fifteen (15) calendar days of receipt of said Direct Purchase Materials. The list shall include a copy of the applicable Purchase Orders, invoices, delivery tickets, written acceptance of the delivered items, and such other documentation as may be reasonably required by the OWNER. Upon receipt of the appropriate documentation, the OWNER shall prepare a check drawn to the supplier based upon the receipt of data provided. OWNER will make payment to each supplier. The CONTRACTOR agrees to assist the OWNER to immediately obtain appropriate partial or final release of waivers.

OWNER shall be responsible for the full payment of all valid and due invoices for Direct Purchase Materials and shall not be entitled to retain the standard five percent (5%) to ten percent (10%) amount of the progress payment due to the CONTRACTOR as is otherwise provided for in the contract documents.

**CONTRACTOR SHALL AFFIRM THAT THE VENDOR SUPPLYING THE DIRECT PURCHASE MATERIALS IS NOT ALSO THE INSTALLER OF THE DIRECT PURCHASE MATERIALS. CONTRACTOR SHALL FURTHER AFFIRM THAT THE INSTALLER OF THE DIRECT PURCHASE MATERIALS DID NOT MANUFACTURE, FABRICATE OR FURNISH THE DIRECT PURCHASE MATERIALS.**

7. CONTRACTOR Responsibilities. CONTRACTOR shall be fully responsible for all matters relating to ordering, storing, protecting, receipt, and handling for all construction materials

including Direct Purchase Materials, in accordance with these procedures including, but not limited to, verifying correct quantities, verifying documents of orders in a timely manner, coordinating purchases, providing and obtaining all warranties and guarantees required by the contract documents, inspection and acceptance on behalf of the owner of the construction materials at the time of delivery, and loss or damage to the construction materials following acceptance of construction materials, due to the negligence of the CONTRACTOR. CONTRACTOR shall serve as bailee with respect to such Direct Purchase Materials. The CONTRACTOR shall coordinate delivery schedules, sequence of delivery, loading orientation, and other arrangements normally required by the CONTRACTOR for the construction materials furnished including Direct Purchase Materials. The CONTRACTOR shall provide all services required for the unloading, handling and storage of construction materials through installation including Direct Purchase Materials. The CONTRACTOR agrees to indemnify and hold harmless the OWNER from any and all claims of whatever nature resulting from non-payment for Direct Purchase Materials arising from CONTRACTOR actions.

7.1 Inspection and Documentation. As Direct Purchase Materials are delivered to the job site, CONTRACTOR shall visually inspect all shipments from the suppliers, and approve the vendor's invoice for construction materials delivered. The CONTRACTOR shall assure that each delivery of Direct Purchase Material is accompanied by documentation adequate to identify the Purchase Order against which the purchase is made. This documentation may consist of a delivery ticket and an invoice from the supplier conforming to the Purchase Order together with such additional information as the OWNER may require. All invoices for Direct Purchase Materials shall include the Owner's consumer certificate of exemption number. The CONTRACTOR will then forward all such invoices to the OWNER. On or about the fifteenth (15<sup>th</sup>) and last day of each month (or the next succeeding business day), CONTRACTOR shall review all invoices submitted by all suppliers of Direct Purchase Materials delivered to the project sites during that month and either concur or object to the OWNER's issuance of payment to the suppliers, based upon CONTRACTOR's records of Direct Purchase Materials delivered to the site and whether any defects or non-conformities exist in such Direct Purchase Materials.

7.2 Warranties, Guarantees, Repairs and Maintenance. The CONTRACTOR shall be responsible for obtaining and managing on behalf of the Owner all warranties and guarantees for all construction materials as required by the contract documents and shall fully warrant all construction materials including all Direct Purchase Materials. OWNER's purchase of various construction materials shall not in any manner impact or reduce CONTRACTOR's duty to warrant said construction materials. The OWNER may forward all repair, maintenance, non-conforming construction materials calls, or any other issues relating to the construction materials to the CONTRACTOR for resolution with the appropriate supplier, vendor, or subcontractor. The CONTRACTOR shall resolve all such calls or issues.

7.3 Records and Accountings. The CONTRACTOR shall maintain records of all Direct Purchase Materials it incorporates into the work from the stock of Direct Purchase Materials in its possession as bailee. The CONTRACTOR shall account monthly to the OWNER for any Direct Purchase Materials delivered into the CONTRACTOR's possession, indicating portions of all such construction materials which have been incorporated into the work.

7.4 Defective or Non-conforming Construction Materials. The CONTRACTOR shall ensure that Direct Purchase Materials conform to specifications and determine prior to incorporation into the work if such construction materials are defective or non-conforming, whether such construction materials are identical to the construction materials ordered and match the description on the bill of lading. If the CONTRACTOR discovers defective or non-conforming Direct Purchase Material upon such visual inspection, the CONTRACTOR shall not utilize such non-conforming or defective construction materials in the work and instead shall promptly notify the OWNER of the defective or non-conforming conditions so repair or replacement of such construction materials can occur without any undue delay or interruption to the Project. If the CONTRACTOR fails to adequately and properly perform such inspection or otherwise incorporates into the Project defective or non-conforming Direct Purchase Materials, the condition of which it either knew or should have known by performance of an inspection, CONTRACTOR shall be responsible for all damages to OWNER resulting from CONTRACTOR's incorporation of such construction materials into the project, including any available liquidated or delay damages.

8. Title. Notwithstanding the transfer of Direct Purchase Materials by the OWNER to the CONTRACTOR's possession as bailee for the OWNER, the OWNER shall retain legal and equitable title to any and all Direct Purchase Materials.

9. Insurance and Risk of Loss. The OWNER shall purchase and maintain Builder's Risk Insurance sufficient to protect against any loss or damage to Direct Purchase Materials. Owner shall be the named insured and such insurance shall cover the full value of any Direct Purchase Materials not yet incorporated into the Project during the period between the time the OWNER first takes title to any such Direct Purchase Materials and the time when the last of such Direct Purchase Materials is incorporated into the project or consumed in the process of completing the Project.

10. No Damages for Delay. The OWNER shall in no way be liable for, and CONTRACTOR waives all claims for, any damages relating to or caused by alleged interruption or delay due to ordering or arrival of Direct Purchase Materials, defects, or other problems of any nature with such construction materials, late payment for such construction materials, or any other circumstance associated with Direct Purchase Materials, regardless of whether OWNER's conduct caused, in whole or in part, such alleged damages. The foregoing waiver by CONTRACTOR includes damages for acceleration and inefficiencies. CONTRACTOR accepts from OWNER as further and specific consideration for the foregoing waivers, OWNER's undertaking to pay for and finance all Direct Purchase Materials.

Attachment 1

**PURCHASE REQUISITION REQUEST FORM**

1. Contact Person for the material supplier.

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

2. Manufacturer or brand, model or specification number of the item.

\_\_\_\_\_  
\_\_\_\_\_

3. Quantity needed as estimated by CONTRACTOR. \_\_\_\_\_

4. The price quoted by the supplier for the construction materials identified above.  
\$ \_\_\_\_\_

5. The sales tax associated with the price quote. \$ \_\_\_\_\_

6. Shipping and handling insurance cost. \$ \_\_\_\_\_

7. Delivery dates as established by CONTRACTOR. \_\_\_\_\_

OWNER: **Forest Lake Community Development District**

\_\_\_\_\_  
Authorized Signature (Title)

\_\_\_\_\_  
Date

CONTRACTOR: \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature (Title)

\_\_\_\_\_  
Date

Attachment 2

PURCHASE ORDER

**FOREST LAKE COMMUNITY DEVELOPMENT DISTRICT**

**“Owner”**

**“Seller”**

|          |  |          |  |
|----------|--|----------|--|
| Owner:   | <b>FOREST LAKE CDD</b>   | Seller:  |  |
| Address: | c/o Governmental Management Services – Central Florida, LLC<br>219 East Livingston Street<br>Orlando, FL 32801 | Address: |  |
| Phone:   | (407) 841-5524   | Phone:   |  |

**“Project”**

|  |  |                |  |
|--|--|----------------|--|
| Project Name:  |  | Contract Date: |  |
| Project Address:   |  |                |  |
| Goods Receiving Point Address:<br><i>(if different than Project Address)</i> |  |                |  |

**Description of Goods or Services** – The Owner and Seller are entering into this Purchase Order Agreement (“Order”) for the purpose of the Owner purchasing the items (“**Goods**”) listed in the proposal attached as **Exhibit A**.

**Schedule** – The Goods shall be delivered within \_\_\_\_\_ days from the date of this Order.

**Price** – \$ \_\_\_\_\_

**Certificate of Exemption #** \_\_\_\_\_

**IN WITNESS HEREOF**, the parties have executed this Order effective as of the date executed below. By executing this document below, Seller acknowledges that it has read all of the terms and provisions of this Order, including the Terms and Conditions attached hereto as **Exhibit B**, and agrees to deliver the Goods as described herein and comply fully with the terms and conditions hereof.

Forest Lake Community Development District

Owner

By: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

Seller

By: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

**EXHIBIT A:** Proposal

**EXHIBIT B:** Terms and Conditions

**EXHIBIT A**  
**Proposal**

[insert proposal from vendor]

**EXHIBIT B**  
**TERMS AND CONDITIONS**

1. **PRICE.** The Price set forth above includes all Goods, insurance, warranties and other materials or services (including without limitation all packing, loading or freight) necessary to produce and deliver the Goods.
2. **SCHEDULE.** Time is of the essence with respect to this Order, and all Goods shall be produced and delivered within the times set forth in the Schedule. Owner may cancel this Order or any part thereof or reject delivery of Goods if such delivery or performance is not in material accordance with the specifications of this Order, including the Schedule.
3. **DELIVERY AND INSPECTION.**
  - a. All shipments of Goods are to be made, with all shipping costs prepaid by Seller (e.g., insurance, packing, loading, freight, etc.), to the receiving point specified above. Title, and risk of loss, shall pass to Owner at the time such Goods are delivered at the Project site and accepted by Owner or Owner's contractor, provided however that Owner shall have a reasonable opportunity to inspect such Goods prior to acceptance.
  - b. All Goods are subject to inspection and approval by Owner at a reasonable time post-delivery. Owner may return Goods not meeting specifications (including over-shipments) at the Seller's expense and risk. Owner will notify Seller of failure. Return authorizations for Goods not received within 30 days will deem such Goods as donations to Owner.
4. **TERMS OF PAYMENT.** Seller's Invoice ("**Invoice**") must be submitted in the Owner's name before payment will be made by Owner pursuant to this Order. Owner shall make payment within 30 days of receipt of a proper invoice, and pursuant to the Local Government Prompt Payment Act, Sections 218.70 et seq., *Florida Statutes* (2019). Any indebtedness of Seller to Owner may, at Owner's option, be credited against amounts owing by Owner hereunder.
5. **WARRANTY.** Seller shall take all necessary steps to assign any manufacturer's warranties to the Owner. Seller warrants that the title to Goods conveyed shall be good, that the transfer of the Goods shall be rightful, and that the Goods shall be free from any security interest, lien or encumbrance. Seller further warrants that the Goods are free of any rightful claim of infringement, and shall indemnify, defend, and hold harmless the Indemnitees (defined below) against any such claim. Further, the Goods shall be new, shall be free from defects, shall be of merchantable quality, and shall be fit for use on the District's Project. Seller agrees, without prejudice to any other rights Owner may have, to replace or otherwise remedy any defective Goods without further cost to Owner or, at Owner's option, to reimburse Owner for its cost of replacing defective Goods. All Goods are subject to inspection by Owner before, upon, and within a reasonable time after delivery. Goods shall not be replaced without Owner's prior written instructions. Any acceptance by Owner shall not prevent Owner from later rejecting non-conforming Goods. The warranty provided herein shall survive the completion or termination of this Order and is in addition to any warranties provided by law.
6. **COMPLIANCE WITH LAW.** Seller agrees that at all times it will comply with all applicable federal, state, municipal and local laws, orders and regulations.
7. **INDEMNITY.** To the fullest extent permitted by law, and in addition to any other obligations of Seller under the Order or otherwise, Seller shall indemnify, hold harmless, and defend Owner, and Owner's supervisors, staff, consultants, agents, subcontractors, and employees (together, "**Indemnitees**") from all liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused in whole or in part by the negligence, recklessness or intentional wrongful misconduct of the Seller, or any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them, and arising out of or incidental to the performance of this Order. The Seller shall ensure that any and all subcontractors include this express provision for the benefit of the Indemnitees. The parties agree that this paragraph is fully enforceable pursuant to Florida law. In the event that this section is determined to be unenforceable, this paragraph shall be reformed to give the paragraph the maximum effect allowed by Florida law and for the benefit of the Indemnitees. The provisions of this section shall survive the completion or earlier termination of this Order and are not intended to limit any of the other rights and/or remedies provided to the District hereunder.
8. **INSURANCE.** At all times during the term of this Order agreement, Seller, at its sole cost and expense, shall maintain insurance coverages of the types and amounts set forth below:



- a. Commercial general liability insurance with minimum limits of liability not less than \$1,000,000. Such insurance shall include coverage for contractual liability.
  - b. Workers' Compensation Insurance covering all employees of Seller in statutory amounts, and employer's liability insurance with limits of not less than \$100,000 each accident.
  - c. Comprehensive automobile liability insurance covering all automobiles used by Seller, with limits of liability of not less than \$1,000,000 each occurrence combined single limit bodily injury and property damage.
9. DEFAULT. Upon any material default by Seller hereunder, Owner may, in addition to any other remedies available to Owner at law or in equity, cancel this Order without penalty or liability by written notice to Seller.
10. LIMITATION OF LIABILITY. Nothing herein shall be construed to be a waiver of the Owner's limit of liability contained in Section 768.28, Florida Statutes or other statute or law.
11. WAIVER. Any failure of Owner to enforce at any time, or for any period of time, any of the provisions of this Order shall not constitute a waiver of such provisions or a waiver of Owner's right to enforce each and every provision.
12. MODIFICATIONS. This Order supersedes all prior discussions, agreements and understandings between the parties and constitutes the entire agreement between the parties with respect to the transaction herein contemplated. Changes, modifications, waivers, additions or amendments to the terms and conditions of this Order shall be binding on Owner only if such changes, modifications, waivers, additions or amendments are in writing and signed by a duly authorized representative of Owner.
13. APPLICABLE LAW. The validity, interpretation, and performance of this Order shall be governed by the laws of the State of Florida, in force at the date of this Order. Where not modified by the terms herein, the provisions of Florida's enactment of Article 2 of the Uniform Commercial Code shall apply to this transaction.
14. MECHANIC'S LIENS. Notwithstanding that Owner is a local unit of special-purpose government and not subject to the lien provisions of Chapter 713, Florida Statutes, Seller agrees to keep the District's property free of all liens, including equitable liens, claims or encumbrances (collectively, "**Liens**") arising out of the delivery of any Goods by Seller, and shall furnish Owner with appropriate lien waivers from all potential claimants upon request of Owner. If any Liens are filed, Owner may without waiving its rights based on such breach by Seller or releasing Seller from any obligations hereunder, pay or satisfy the same and in such event the sums so paid by Owner shall be due and payable by Seller immediately and without notice or demand, with interest from the date paid by Owner through the date paid by Seller, at the highest rate permitted by law.
15. PERMITS AND LICENSES. Before commencing performance hereunder, Seller shall obtain all permits, approvals, certificates and licenses necessary for the proper performance of this Order and pay all fees and charges therefore. The originals of all such documents shall be delivered to Owner upon receipt by Seller.
16. PARTIAL INVALIDITY. If in any instance any provision of this Order shall be determined to be invalid or unenforceable under any applicable law, such provision shall not apply in such instance, but the remaining provisions shall be given effect in accordance with their terms.
17. ASSIGNMENT AND SUBCONTRACTING. This Order shall not be assigned or transferred by Seller without prior written approval by Owner, and any attempted assignment or transfer without such consent shall be void.
18. RELATIONSHIP. The relationship between Owner and Seller shall be that of independent contractor, and Seller, its agents and employees, shall under no circumstances be deemed employees, agents or representatives of Owner.
19. NOTICES. Any notice, approval or other communication required hereunder must be in writing and shall be deemed given if delivered by hand or mailed by registered mail or certified mail addressed to the parties hereto as indicated on page 1.

20. PUBLIC ENTITY CRIMES. Seller certifies, by acceptance of this purchase order, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction per the provisions of section 287.133(2)(a), Florida Statutes.
21. SCRUTINIZED COMPANIES. Supplier certifies, by acceptance of this purchase order, that neither it nor any of its officers, directors, executives, partners, shareholders, members, or agents is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, and in the event such status changes, Seller shall immediately notify Owner.
22. TERMINATION. Notwithstanding anything herein to the contrary, Owner shall have the right, at its sole election, to terminate this Order for any cause whatsoever upon the delivery of written notice to Seller. Upon such termination, Seller shall have no remedy against Owner, other than for payment of Goods already produced pursuant to specific written direction by Owner pursuant to the terms herein, subject to any offsets or claims that Owner may have.
23. PUBLIC RECORDS. Seller acknowledges that this Agreement and all the documents pertaining thereto may be public records and subject to the provisions of Chapter 119, Florida Statutes.
24. CONFLICTS. To the extent of any conflict between this document and the Purchase Order or Exhibit A, this document shall control.

## **Attachment 3**

### CERTIFICATE OF ENTITLEMENT

The undersigned authorized representative of Forest Lake Community Development District (hereinafter "**Governmental Entity**"), Florida Consumer's Certificate of Exemption Number \_\_\_\_\_, affirms that the tangible personal property purchased pursuant to a Purchase Order Number \_\_\_\_\_ from \_\_\_\_\_ (Vendor) on or after \_\_\_\_\_, 20\_\_ (date) will be incorporated into or become a part of a public facility as part of a public works contract pursuant to contract dated \_\_\_\_\_ with \_\_\_\_\_ (Contractor) for the construction of \_\_\_\_\_.

The Governmental Entity affirms that the purchase of the tangible personal property contained in the attached Purchase Order meets the following exemption requirements contained in Section 212.08(6), F.S., and Rule 12A-1.094, F.A.C.: ***You must initial each of the following requirements.***

- \_\_\_\_ 1. The attached Purchase Order is issued directly to the vendor supplying the tangible personal property the Contractor will use in the identified public works.
- \_\_\_\_ 2. The vendor's invoice will be issued directly to Governmental Entity.
- \_\_\_\_ 3. Payment of the vendor's invoice will be made directly by Governmental Entity to the vendor from public funds.
- \_\_\_\_ 4. Governmental Entity will take title to the tangible personal property from the vendor at the time of purchase or of delivery by the vendor.
- \_\_\_\_ 5. Governmental Entity assumes the risk of damage or loss at the time of purchase or delivery by the vendor.

The Governmental Entity affirms that if the tangible personal property identified in the attached Purchase Order does not qualify for the exemption provided in Section 212.08(6), F.S., and Rule 12A-1.094, F.A.C., the Governmental Entity will be subject to the tax, interest, and penalties due on the tangible personal property purchased. If the Florida Department of Revenue determines that the tangible personal property purchased tax-exempt by issuing this Certificate does not qualify for the exemption, the Governmental Entity will be liable for any tax, penalty, and interest determined to be due.

I understand that if I fraudulently issue this certificate to evade the payment of sales tax I will be liable for payment of the sales tax plus a penalty of 200% of the tax and may be subject to conviction of a third-degree felony. Under the penalties of perjury, I declare that I have read the foregoing Certificate of Entitlement and the facts stated in it are true.

\_\_\_\_\_  
Signature of Authorized Representative  
of Governmental Entity

\_\_\_\_\_  
Title

\_\_\_\_\_  
Forest Lake Community Development District

Purchaser's Name (Print or Type)

\_\_\_\_\_  
Date

Federal Employer Identification Number: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

You must attach a copy of the Purchase Order to this Certificate of Entitlement. Do not send to the Florida Department of Revenue. This Certificate of Entitlement must be retained in the vendor's and the contractor's books and records. This form supplements and supersedes (to the extent of any conflict) any prior certificates addressing the same purchase.

## SECTION VIII

**CONSTRUCTION FUNDING AGREEMENT BETWEEN  
FOREST LAKE COMMUNITY DEVELOPMENT DISTRICT AND  
JMBI REAL ESTATE, LLC**

**THIS AGREEMENT** ("Agreement") is made and entered into this 18<sup>th</sup> day of August, 2020, by and between:

**FOREST LAKE COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in the City of Haines City, Florida, with a mailing address of c/o Governmental Management Services-Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801 (hereinafter "District"), and

**JMBI REAL ESTATE, LLC**, a Florida limited liability company, with a mailing address of 346 E. Central Avenue, Winter Haven, Florida 33880, and the owner of certain undeveloped lands within the District (hereinafter "Developer").

**RECITALS**

**WHEREAS**, the District was established by an ordinance adopted by the County Commission of Polk County, Florida, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

**WHEREAS**, the Developer is the owner and/or developer of certain undeveloped lands located within the boundaries of the District known as Phases 1 and 2 (hereinafter the "Development") upon which the District's improvements have been or will be made; and

**WHEREAS**, the District, pursuant to Chapter 190, *Florida Statutes*, is authorized to levy such taxes, special assessments, fees, and other charges as may be necessary in furtherance of the District's activities and services; and

**WHEREAS**, the District is anticipated to be without sufficient funds available to provide for the construction of anticipated master improvements and facilities within the Development, which is identified as "Phase 1" and "Phase 2" and are described in **Exhibit A** including construction and any design, engineering, legal, or other construction, professional, or administrative costs (collectively, the "Improvements"); and

**WHEREAS**, in order to induce the District to proceed at this time with the construction of the necessary or desired improvements, the Developer desires to provide the funds necessary to enable the District to proceed with such improvements if and when the District exhausts the funds on deposit in the construction account; and

**WHEREAS**, the District anticipates accessing the public bond market in the future to obtain financing for the construction of the Improvements as described in **Exhibit A**, and the

parties agree that, in the event that bonds are issued, the funds provided under this Agreement will be reimbursable from those bonds.

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

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

**2. FUNDING.** Developer agrees to make available to the District such monies as are necessary to enable the District to proceed with the design, engineering, and construction of the Improvements. Developer will make such funds available on a monthly basis, within fifteen (15) days of a written request by the District. The funds shall be placed in the District's construction account with such depository as determined by the District.

**3. REPAYMENT.** The parties agree that the funds provided by Developer pursuant to this Agreement will be properly reimbursable from proceeds of the District's issuance of tax-exempt bonds. Within forty-five (45) days of receipt from time to time of sufficient funds by the District for the financing of some or all of the Improvements, the District shall reimburse Developer until full reimbursement is made or until all funds generated by the anticipated financing are exhausted, exclusive of interest, for the funds advanced under Section 2 above; provided, however, that in the event bond counsel engaged in connection with the District's issuance of bonds providing such financing determines that any such monies advanced or expenses incurred are not properly reimbursable for any reason, including, but not limited to federal tax restrictions imposed on tax-exempt financing, the District shall not be obligated to reimburse such monies advanced or expenses incurred. If the District does not or cannot issue bonds to provide the funds for the Improvements within five (5) years of the date of this Agreement, and, thus does not reimburse the Developer for the funds advanced, then the parties agree that such funds shall be deemed paid in lieu of taxes, fees, or assessments which might be levied or imposed by the District.

**4. DEFAULT.** A default by either party to this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages, injunctive relief and/or specific performance, but shall exclude, in any event, consequential, incidental, special or punitive damages.

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

**6. AGREEMENT.** This Agreement shall constitute the final and complete expression of the agreement between the parties relating to the specific subject matter of this Agreement.

**7. AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.

**8. AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all of the requirements of law, and each party has full power and authority to comply with the terms and provisions of this Agreement.

**9. NOTICES.** All notices, requests, consents and other communications hereunder ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

**A. If to District:** Forest Lake Community Development District  
c/o Governmental Management Services –  
Central Florida, LLC  
219 E. Livingston St.  
Orlando, Florida 32801  
Attn: District Manager

**With a copy to:** Hopping Green & Sams, P.A.  
119 S. Monroe Street, Suite 300  
Tallahassee, Florida 32301  
Attn: District Counsel

**B. If to Developer:** JMBl Real Estate, LLC  
346 East Central Avenue  
Winter Haven, Florida 33880  
Attn: Rennie Heath

**With a copy to:** Straughn & Turner P.A.  
255 Magnolia Avenue, S.W.  
Winter Haven, Florida 33883  
Attn: Richard Straughn

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

addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

**10. THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

**11. ASSIGNMENT.** Neither party may assign this Agreement or any monies to become due hereunder without the prior written approval of the other party.

**12. CONTROLLING LAW.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.

**13. EFFECTIVE DATE.** The Agreement shall be effective after execution by all parties hereto and shall remain in effect unless terminated by any of the parties hereto.

**14. PUBLIC RECORDS.** Developer understands and agrees that all documents of any kind provided to the District or to District staff in connection with the work contemplated under this Agreement are public records and are treated as such in accordance with Florida law and the District's Record Retention Schedule.

**15. COUNTERPARTS.** This Agreement may be executed in one or more counterparts which, when taken together, shall constitute one and the same instrument.

*[Signatures on next page]*



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

ATTEST:

**FOREST LAKE COMMUNITY DEVELOPMENT  
DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Vice Chairperson, Board of Supervisors

WITNESS:

**JMBI REAL ESTATE, LLC,**  
a Florida limited liability company

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

\_\_\_\_\_  
By: Warren K. (Rennie) Heath, II  
Its: Manager

**Exhibit A:**     *Engineer's Report for Capital Improvements* dated December 17, 2019

**FOREST LAKE  
COMMUNITY DEVELOPMENT DISTRICT**

**ENGINEER'S REPORT  
FOR CAPITAL IMPROVEMENTS**

**Prepared for:**

**BOARD OF SUPERVISORS  
FOREST LAKE  
COMMUNITY DEVELOPMENT DISTRICT**

**Prepared by:**

**WOOD & ASSOCIATES ENGINEERING, LLC  
1925 BARTOW ROAD  
LAKELAND, FL 33801  
PH: 863-940-2040**

**December 17, 2019**

## **LIST OF EXHIBITS**

EXHIBIT 1- Location Map

EXHIBIT 2- Legal Description

EXHIBIT 3- District Boundary Map

EXHIBIT 4- Zoning Map

EXHIBIT 5- Land Use Map

EXHIBIT 6- Utility Location Map & Drainage Flow Pattern Map

EXHIBIT 7- Summary of Opinion of Probable Costs

EXHIBIT 8- Summary of Proposed District Facilities

EXHIBIT 9- Overall Site Plan

**ENGINEER'S REPORT  
FOREST LAKE  
COMMUNITY DEVELOPMENT DISTRICT**

**I. INTRODUCTION**

The Forest Lake Community Development District (the "District") is north of Forest Lake Drive, east of Holly Hill Road, and south of Florida Development Road in Polk County (the "County"). The District currently contains approximately 117.53 acres and is expected to consist of 574 single family lots, recreation / amenity areas, parks, and associated infrastructure.

The CDD was established under County Ordinance No. 19-071 which was approved by the Polk County Board of County Commission on December, 3, 2019. The District will own and operate the public roadways and stormwater management facilities, as well as the landscape, irrigation, signage, and recreational facilities within the development.

Public improvements and facilities financed, acquired, and/or constructed by the District will be designed and constructed to conform to regulatory criteria from the City, the County, Southwest Florida Water Management District (SWFWMD), and other applicable agencies with regulatory jurisdiction over the development. An overall estimate of probable cost of the public improvements is provided in Exhibit 7 of this report.

This "Capital Improvement Plan" or "Report" reflects the present intentions of the District and the landowners. It should be noted that the location of proposed facilities and improvements may be adjusted during the final design, permitting, and implementation phases. It should also be noted that these modifications are not expected to diminish the benefits received by the property within the District. The District reserves the right to make reasonable adjustments to the development plan to meet applicable regulatory requirements of agencies with jurisdiction over the development, while maintaining comparable level of benefits to the lands served by the improvements. Changes and modifications are expected as changes in regulatory criteria are implemented.

Implementation of any proposed facilities or improvements outlined in this Report requires written approval from the District's Board of Supervisors. Estimated costs outlined in this report are based on best available information, which includes but is not limited to previous experience with similar projects. Actual costs could be different than estimates because final engineering and specific field conditions may affect construction costs.

All roadway improvements including sidewalks in the right-of-way and storm drainage collection systems (from the curb inlets to their connection to the Stormwater ponds) within the development will be maintained by the District. Water distribution and wastewater collection systems (gravity lines, force mains, and lift stations) will, upon completion, be dedicated to the City for ownership and maintenance.

## **II. PURPOSE AND SCOPE**

The purpose of this Report is to provide engineering support to fund improvements in the District. This Report will identify the proposed public infrastructure to be constructed or acquired by the District along with an opinion of probable cost.

Contained within this Report is a brief description of the public infrastructure to be constructed or acquired by the District. The District will finance, construct, acquire, operate, and maintain all or specific portions of the proposed public infrastructure. An assessment methodology consultant has been retained by the District, who will develop the assessment and financing methodology to be applied using this Report.

The predominant portion of this Report provides descriptions of the proposed public infrastructure improvements, determination of estimated probable construction costs, and the corresponding benefits associated with the implementation of the described improvements. Detailed site construction plans and specifications have not yet been completed and permitted for the improvements described herein. The engineer has considered, and in specific instances has relied upon, the information and documentation prepared or supplied by others, and information that may have been provided by public entities, public employees, the landowner, site construction contractors, other engineering professionals, land surveyors, the District Board of Supervisors, and its staff and consultants.

### **III. THE DEVELOPMENT**

The development will consist of 574 single family homes and associated infrastructure ("Development"). The Development is a planned residential community located north of Forest Lake Drive, east of Holly Hill Road, south of Florida Development Road within the County. The Development has a land use of RL-4X (Residential Low) and a zoning of RL-4X. The development will be constructed in three (3) phases.

### **IV. THE CAPITAL IMPROVEMENTS**

The Capital Improvement Plan, (the "CIP"), consists of public infrastructure in Phases 1, 2, and 3. The primary portions of the CIP will entail stormwater pond construction, roadways built to an "urban" typical section, water and sewer facilities and off-site improvements (including turn lanes and extension of water and sewer mains to serve the development).

There will also be stormwater structures and conveyance culverts within the CIP which will outfall into the on-site retention ponds. These structures and pond areas comprise the overall stormwater facilities of the CIP. Installation of the water distribution and wastewater collection system will also occur at this time. Below ground installation of telecommunications and cable TV will occur, but will not be funded by the District. The CDD will enter into a lighting agreement with Duke Energy for the street light poles and lighting service. Only undergrounding of wire in public right-of-way on District Land is included.

As a part of the recreational component of the CIP, a public park/amenity center will be within the development. The public park/amenity center will have connectivity via sidewalks to the other portions of the District. The public park/amenity center will be accessed by the public roadways and sidewalks.

## **V. CAPITAL IMPROVEMENT PLAN COMPONENTS**

The Capital Improvement Plan includes the following:

### **Stormwater Management Facilities**

Stormwater management facilities consisting of storm conveyance systems and retention ponds are contained within the District boundaries. Stormwater runs off via roadway curb and gutter to storm inlets. Storm culverts convey the runoff into the proposed retention ponds for water quality treatment and attenuation. The proposed stormwater systems will utilize dry retention and wet retention for biological pollutant assimilation to achieve water quality treatment. The design criteria for the District's stormwater management systems is regulated by the City, the County, and the SWFWMD. There are no known surface waters.

Federal Emergency Management Agency Flood Insurance Rate Map (FEMA FIRM) Panel No. 12105C-0220G (dated 12/22/2016) demonstrates that the property is located within Flood Zone X. Based on this information and the site topography, it does not appear that floodplain compensation will be required.



During the construction of stormwater management facilities, utilities and roadway improvements, the contractor will be required to adhere to a *Stormwater Pollution Prevention Plan* (SWPPP) as required by Florida Department of Environmental Protection (FDEP) as delegated by the Environmental Protection Agency (EPA). The SWPPP will be prepared to depict for the contractor the proposed locations of required erosion control measures and staked turbidity barriers specifically along the down gradient side of any proposed construction activity. The site contractor will be required to provide the necessary reporting on various forms associated with erosion control, its maintenance and any rainfall events that occur during construction activity.

### **Public Roadways**

The proposed public roadway sections are to be 50' R/W with 24' of asphalt and Miami curb or Type F curb and gutter on both sides. The proposed roadway section will consist of stabilized subgrade, lime rock, crushed concrete or cement treated base and asphalt wearing surface. The proposed curb is to be 2' wide and placed along the edge of the proposed roadway section for purposes of protecting the integrity of the pavement and also to provide stormwater runoff conveyance to the proposed stormwater inlets.

The proposed roadways will also require signing and pavement markings within the public rights-of-way, as well as street signs depicting street name identifications, and addressing, which will be utilized by the residents and public. As stated above, the District's funding of roadway construction will occur for all public roadways.



### **Water and Wastewater Facilities**

A potable water system inclusive of water main, gate valves, fire hydrants and appurtenances will be installed for the Development. The water service provider will be the City of Haines City Public Utilities. The water system will be a "looped" system. These facilities will be installed within the proposed public rights-of-way within the District. This water will provide the potable (domestic) and fire protection services which will serve the entire District.

A domestic wastewater collection system inclusive of gravity sanitary sewer mains and sewer laterals will be installed. The sewer service provider will be City of Haines City Public Utilities. The gravity sanitary sewer mains will be 8" diameter PVC. The gravity sanitary sewer lines will be placed inside of the proposed public rights-of-way, under the proposed paved roadways. Branching off from these sewer lines will be laterals to serve the individual lots. Lift stations are anticipated for this CIP. Flow from the lift station shall be connected to a proposed force main along Forest Lake Drive.

Reclaimed water is not available for this site. An irrigation well to be funded by the District will be installed onsite to provide irrigation within the public right of way or irrigation water service shall be provided as part of the domestic water system design. Any water, sewer, or reclaim water pipes or facilities placed on private property will not be publicly funded.

### **Off-Site Improvements**

The District will provide funding for the anticipated turn lanes at the development entrance. The site construction activities associated with the CIP are anticipated for completion by phases based on the following estimated schedule: Phase 1 in 2020; Phase 2 in 2021; Phase 3 2022. Upon completion of each phase of these improvements, inspection/certifications will be obtained from the SWFWMD; the Polk County Health Department (water distribution system), Florida Department of Environmental Protection (FDEP) (wastewater collection) and the City/County.

### **Public Amenities and Parks**

The District will provide funding for a public Amenity Center to include the following: pavilion with tot lot, dog park/all-purpose play field, and walking trails between the phases to provide connectivity to the public Amenity Center, and passive parks through out the development which will include benches and walking trails.

### **Electric and Lighting**

The electric distribution system thru the District is currently planned to be underground. The District presently intends to fund the difference between overhead and underground service to the CDD. Electric facilities funded by the District will be owned and maintained by the District, with Duke Energy providing underground electrical service to the Development. The CDD will enter into a lighting agreement with Duke Energy for the street light poles and lighting service. Only undergrounding of wire in public right-of-way on District land is included.

### **Entry Feature, Landscaping, and Irrigation**

Landscaping, irrigation, entry features and walls at the entrances and along the outside boundary of the Development will be provided by the District. The irrigation system will use an irrigation well. The well and irrigation watermain to the various phases of the development will be constructed or acquired by the CDD with District funds and operated and maintained by the CDD. Landscaping for the roadways will consist of sod, annual flowers, shrubs, ground cover and trees for the internal roadways within the CDD. Perimeter fencing will be provided at the site entrances and perimeters. These items will be funded, owned and maintained by the CDD.

### **Miscellaneous**

The stormwater improvements, landscaping and irrigation, recreational improvements, street lighting, and certain permits and professional fees as described in this report, are being financed by the District with the intention for benefiting all of the developable real property within the District. The construction and maintenance of the proposed public improvements will benefit the development for the intended use as a single-family planned development.

## **VI. PERMITTING**

Construction permits for all phases are required and include the SWFWMD Environmental Resource Permit (ERP), Polk County Health Department, Florida Department of Environmental Protection (FDEP), Army Corps of Engineer Permit (ACOE), and City construction plan approval.

Following is a summary of required permits obtained and pending for the construction of the public infrastructure improvements for the District:

### **PHASE 1 (203 Lots)**

| <b>Permits / Approvals</b>          | <b>Approval / Expected Date</b> |
|-------------------------------------|---------------------------------|
| Zoning Approval                     | Approved                        |
| Preliminary Plat                    | N/A                             |
| SWFWMD ERP                          | March 2020                      |
| Construction Permits                | March 2020                      |
| Polk County Health Department Water | March 2020                      |
| FDEP Sewer                          | March 2020                      |
| FDEP NOI                            | March 2020                      |
| ACOE                                | N/A                             |

### **PHASE 2 (185 Lots)**

| <b>Permits / Approvals</b>          | <b>Approval / Expected Date</b> |
|-------------------------------------|---------------------------------|
| Zoning Approval                     | Approved                        |
| Preliminary Plat                    | N/A                             |
| SWFWMD ERP                          | March 2020                      |
| Construction Permits                | March 2020                      |
| Polk County Health Department Water | March 2020                      |
| FDEP Sewer                          | March 2020                      |
| FDEP NOI                            | March 2020                      |
| ACOE                                | N/A                             |



### PHASE 3 (183 Lots)

| Permits / Approvals                 | Approval / Expected Date |
|-------------------------------------|--------------------------|
| Zoning Approval                     | Approved                 |
| Preliminary Plat                    | N/A                      |
| SWFWMD ERP                          | March 2020               |
| Construction Permits                | March 2020               |
| Polk County Health Department Water | March 2020               |
| FDEP Sewer                          | March 2020               |
| FDEP NOI                            | March 2020               |
| ACOE                                | N/A                      |

## VII. RECOMMENDATION

As previously described within this report, the public infrastructure as described is necessary for the development and functional operation as required by the County. The site planning, engineering design and construction plans for the infrastructure are in accordance with the applicable requirements of the County, City of Haines City, and the SWFWMD. It should be noted that the infrastructure will provide its intended use and function so long as the construction and installation is in substantial conformance with the design construction plans and regulatory permits.

Items utilized in the *Opinion of Probable Costs* for this report are based upon proposed plan infrastructure as shown on construction drawings incorporating specifications in the most current SWFWMD and the City regulations.

## VIII. REPORT MODIFICATION

During development and implementation of the public infrastructure improvements as described for the District, it may be necessary to make modifications and/or deviations for the plans. However, if such deviations and/or revisions do not change the overall primary objective of the plan for such improvements, then the costs differences would not materially affect the proposed cost estimates.

## IX. CONCLUSION

It is our professional opinion that the public infrastructure costs for the CIP provided in this Report are reasonable to complete the construction of the public infrastructure improvements. Furthermore, the public infrastructure improvements will benefit and add value to lands within the District at least equal to the costs of such improvements.

The *Opinion of Probable Costs* of the public infrastructure improvements is only an estimate and is not a guaranteed maximum price. The estimated costs are based upon unit prices currently experienced on an ongoing and similar basis for work in the County. However, labor market, future costs of equipment, materials, changes to the regulatory permitting agencies activities, and the actual construction processes employed by the chosen site contractor are beyond the engineer's control. Due to this inherent opportunity for changes (upward or downward) in the construction costs, the total, final construction cost may be more or less than this estimate.

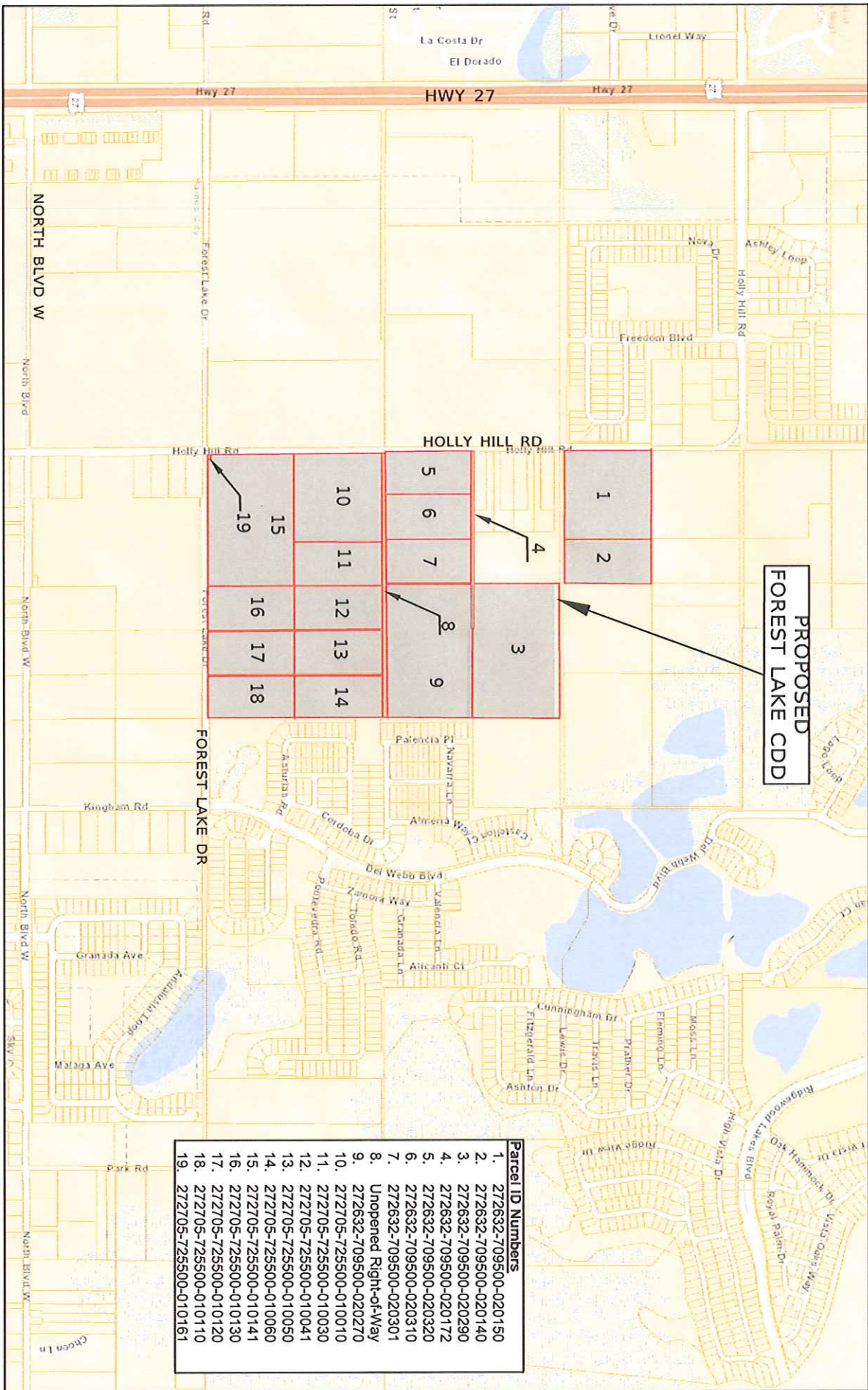
Based upon the presumption that the CIP construction continues in a timely manner, it is our professional opinion that the proposed public infrastructure improvements when constructed and built in substantial conformance with the approved plans and specifications, can be completed and used for their intended function. Be advised that we have utilized historical costs and direct unit costs from site contractors and consultants in the County, which we believe to be necessary in order to facilitate accuracy associated with the *Opinion of Probable Costs*. Based upon the information above, it is our professional opinion that the acquisition and construction costs of the proposed CIP can be completed at the cost as stated.





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# EXHIBIT 1 FOREST LAKE COMMUNITY DEVELOPMENT DISTRICT LOCATION MAP





## LEGAL DESCRIPTION

### HOLLY HILL PARCEL (MAP # 10-18)

ALL THAT PART OF TRACTS 1 THRU 6, AND TRACTS 11 THRU 16 IN THE NORTHEAST 1/4 OF SECTION 5, TOWNSHIP 27 SOUTH, RANGE 27 EAST, OF HOLLY HILL GROVE & FRUIT COMPANY ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 22, PAGE 10 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF THE AFORESAID TRACT 1, HOLLY HILL GROVE & FRUIT COMPANY; THENCE NORTH 89°44'09" EAST, ALONG THE NORTH BOUNDARY OF THE AFOREMENTIONED TRACTS 1, 2, 3, 4, 5, AND 6, THE SAME ALSO BEING THE SOUTH BOUNDARY OF THAT PLATTED, UN-OPENED RIGHT-OF-WAY LYING NORTH OF SAID TRACTS, A DISTANCE OF 1948.98 FEET TO THE NORTHEAST CORNER OF SAID TRACT 6; THENCE SOUTH 00°21'34" EAST, ALONG THE EAST BOUNDARY OF SAID TRACT 6 AND THE AFOREMENTIONED TRACT 11, THE SAME ALSO BEING THE WEST BOUNDARY OF DEL WEBB ORLANDO PHASE 1, AS RECORDED IN PLAT BOOK 154, PAGE 1 AND THE WEST BOUNDARY OF DEL WEBB ORLANDO PHASE 4 AS RECORDED IN PLAT BOOK 161, PAGE 20 AND THE WEST BOUNDARY OF DEL WEBB ORLANDO PHASE 3 AS RECORDED IN PLAT BOOK 159, PAGE 13, ALL BEING RECORDED IN THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, A DISTANCE OF 1279.51 FEET TO THE NORTH RIGHT-OF-WAY LINE OF FOREST LAKE DRIVE AS RECORDED IN OFFICIAL RECORDS BOOK 8650, PAGE 1214, PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE SOUTH 89°57'45" WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE AND THE NORTH RIGHT-OF-WAY LINE AS RECORDED IN OFFICIAL RECORDS BOOK 8650, PAGE 1215, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, A DISTANCE OF 653.31 FEET TO THE WEST BOUNDARY OF THE AFOREMENTIONED TRACT 12; THENCE SOUTH 00°24'17" EAST, ALONG SAID WEST BOUNDARY, A DISTANCE OF 5.75 FEET TO THE NORTHERLY MAINTAINED RIGHT-OF-WAY LINE OF THE AFORESAID FOREST LAKE DRIVE AS RECORDED IN MAP BOOK 17, PAGES 100-108 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE WESTERLY ALONG SAID MAINTAINED THE FOLLOWING THREE (3) COURSES: 1.) NORTH 89°56'11" WEST, A DISTANCE OF 486.54 FEET; THENCE 2.) NORTH 89°54'02" WEST, A DISTANCE OF 428.09 FEET; THENCE 3.) NORTH 89°50'34" WEST, A DISTANCE OF 352.87 FEET TO THE EAST LINE OF THE WEST 25 FEET OF THE AFOREMENTIONED TRACT 16; THENCE NORTH 00°30'15" WEST, ALONG SAID LINE, A DISTANCE OF 17.67 FEET TO THE NORTH LINE OF THE SOUTH 25 FEET OF SAID TRACT 16; THENCE SOUTH 89°57'45" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 25.00 FEET TO THE WEST BOUNDARY OF SAID TRACT 16 AND THE EASTERLY PLATTED RIGHT-OF-WAY OF HOLLY HILL ROAD; THENCE NORTH 00°30'15" WEST, ALONG SAID WEST BOUNDARY AND SAID EAST RIGHT-OF-WAY, A DISTANCE OF 1256.82 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAIN 57.15 ACRES, MORE OR LESS.

AND

### RIGHT-OF-WAY PARCEL (MAP #8)

ALL THAT PART OF THAT CERTAIN 30 FOOT WIDE PLATTED, UNOPENED RIGHT-OF-WAY LYING NORTH OF AND CONTIGUOUS WITH THE NORTH BOUNDARY OF TRACTS 1 THRU 6, HOLLY HILL GROVE & FRUIT COMPANY IN THE NORTHEAST 1/4 OF SECTION 5, TOWNSHIP 27 SOUTH, RANGE 27 EAST, AS RECORDED IN PLAT BOOK 22, PAGE 10 AND SOUTH OF AND CONTIGUOUS WITH THE SOUTH BOUNDARY OF TRACTS 27 THRU 32, IN THE SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP 26 SOUTH, RANGE 27 EAST, FLORIDA DEVELOPMENT CO. TRACT AS RECORDED IN PLAT BOOK 3, PAGES 60-63, BOTH RECORDED IN THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF THE AFORESAID TRACT 1, HOLLY HILL GROVE & FRUIT COMPANY; THENCE NORTH 00°30'15" WEST, ALONG THE NORTHERLY EXTENSION OF THE WEST BOUNDARY OF SAID TRACT 1, A DISTANCE OF 30.00 FEET TO THE NORTH BOUNDARY OF SAID RIGHT-OF-WAY, AND THE SOUTH BOUNDARY OF THE AFORESAID TRACT 32, FLORIDA DEVELOPMENT CO. TRACT; THENCE NORTH 89°44'09" EAST, ALONG SAID NORTH RIGHT-OF-WAY LINE, AND THE SOUTHERN BOUNDARY OF THE AFOREMENTIONED TRACTS 27 THRU 32, FLORIDA DEVELOPMENT CO. TRACT, A DISTANCE OF 1955.66 FEET TO THE SOUTHEAST CORNER OF THE AFOREMENTIONED TRACT 27, THE SAME ALSO BEING THE WEST BOUNDARY OF DEL WEBB ORLANDO PHASE 1 AS RECORDED IN PLAT BOOK 154, PAGE 17 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE SOUTHERLY ALONG THE WEST BOUNDARY OF SAID DEL WEBB ORLANDO PHASE 1 THE FOLLOWING THREE (3) COURSES: 1.) SOUTH 00°01'54" EAST, A DISTANCE OF 15.00 FEET; THENCE 2.) SOUTH 89°44'09" WEST, A DISTANCE OF 6.52 FEET; THENCE 3.) SOUTH 00°21'34" EAST, A DISTANCE OF 15.00 FEET TO THE SOUTH LINE OF SAID PLATTED RIGHT-OF-WAY AND THE NORTHEAST CORNER OF THE AFOREMENTIONED TRACT 6, HOLLY HILL GROVE & FRUIT COMPANY; THENCE SOUTH 89°44'09" WEST, ALONG SAID SOUTH RIGHT-OF-WAY, AND THE NORTH BOUNDARY OF THE AFOREMENTIONED TRACTS 1 THRU 6, HOLLY HILL GROVE AND FRUIT COMPANY, A DISTANCE OF 1948.98 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAIN 1.34 ACRES, MORE OR LESS.

SEE PAGE 2 FOR CONITUNATION



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## EXHIBIT 2 FOREST LAKE COMMUNITY DEVELOPMENT DISTRICT LEGAL DESCRIPTION



AND

**FLORIDA DEVELOPMENT COMPANY PARCEL ONE (MAP # 3, 4, 5, 6, 7, AND 9)**

ALL THAT PART OF TRACTS 17 THRU 22 AND TRACTS 27 THRU 32 IN THE SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP 26 SOUTH RANGE 27 EAST, FLORIDA DEVELOPMENT CO. TRACT AS RECORDED IN PLAT BOOK 3, PAGES 60-63, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF THE AFOREMENTIONED TRACT 32; THENCE NORTH 00°15' 54" WEST, ALONG THE WEST BOUNDARY THEREOF, THE SAME ALSO BEING THE EAST RIGHT-OF-WAY LINE OF HOLLY HILL ROAD, A DISTANCE OF 659.15 FEET TO THE NORTH LINE OF THE SOUTH 10 FEET OF THE AFOREMENTIONED TRACT 17; THENCE NORTH 89°45'26" EAST, ALONG SAID NORTH LINE AND THE NORTH LINE OF THE SOUTH 10 FEET OF TRACTS 18 AND 19, A DISTANCE OF 979.14 FEET TO THE WEST BOUNDARY OF THE AFOREMENTIONED TRACT 20; THENCE NORTH 00°08'54" WEST, ALONG THE WEST BOUNDARY OF SAID TRACT 20, A DISTANCE OF 638.79 FEET TO THE NORTHWEST CORNER OF SAID TRACT; THENCE NORTH 89°46'42" EAST, ALONG THE NORTH BOUNDARY OF TRACTS 20 THRU 22, A DISTANCE OF 995.44 FEET TO THE NORTHEAST CORNER OF SAID TRACT 22; THENCE SOUTH 00°01'54" EAST, ALONG THE EAST BOUNDARY OF SAID TRACT 22 AND THE EAST BOUNDARY OF THE AFOREMENTIONED TRACT 27, THE SAME ALSO BEING THE WEST BOUNDARY OF DEL WEBB ORLANDO PHASE ONE AS RECORDED IN PLAT BOOK 154, PAGE 17, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, A DISTANCE 1296.85 FEET TO THE SOUTHEAST CORNER OF SAID TRACT 27; THENCE SOUTH 89°44'09" WEST, ALONG THE SOUTH BOUNDARY OF THE AFOREMENTIONED TRACTS 27 THRU 32, AND THE NORTH RIGHT-OF-WAY LINE OF THAT PLATTED, UN-OPENED RIGHT-OF-WAY LYING SOUTH OF SAID TRACTS, A DISTANCE OF 1970.60 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAIN 44.41 ACRES, MORE OR LESS.

AND

**FLORIDA DEVELOPMENT COMPANY PARCEL TWO (MAP #1 AND 2)**

ALL OF TRACTS 14 THRU 16 IN THE SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP 26 SOUTH RANGE 27 EAST, FLORIDA DEVELOPMENT CO. TRACT AS RECORDED IN PLAT BOOK 3, PAGES 60-63, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF SAID TRACT 16; THENCE NORTH 00°16'22" WEST, ALONG THE WEST BOUNDARY THEREOF, THE SAME ALSO BEING THE EAST RIGHT-OF-WAY LINE OF HOLLY HILL ROAD, A DISTANCE OF 649.20 FEET TO THE NORTHWEST CORNER THEREOF; THENCE NORTH 89°47'59" EAST, ALONG THE NORTH BOUNDARY OF SAID TRACTS 14 THRU 16, A DISTANCE OF 981.82 FEET TO THE NORTHEAST CORNER OF THE AFOREMENTIONED TRACT 14; THENCE SOUTH 00°08'54" EAST, ALONG THE EAST BOUNDARY OF SAID TRACT 14, A DISTANCE OF 648.79 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE SOUTH 89°46'33" WEST, ALONG THE SOUTH BOUNDARY OF SAID TRACT 14 THRU 16, A DISTANCE OF 980.42 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAIN 14.62 ACRES, MORE OR LESS.

AND

**PUMP HOUSE PARCEL (MAP # 19)**

THE SOUTH 25 FEET OF THE WEST 25 FEET OF TRACT 16 IN THE NORTHEAST ¼ OF SECTION 5, TOWNSHIP 27 SOUTH, RANGE 27 EAST OF HOLLY HILL GROVE & FRUIT COMPANY ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 22, PAGE 10 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF AFORESAID TRACT 16, HOLLY HILL GROVE & FRUIT COMPANY; THENCE NORTH 00°30'15" WEST ALONG THE WEST BOUNDARY THEREOF, A DISTANCE OF 25.00 FEET; THENCE NORTH 89°57'45" EAST, AND PARALLEL WITH THE SOUTH BOUNDARY OF SAID TRACT 16, A DISTANCE OF 25.00 FEET; THENCE SOUTH 00°30'15" EAST, AND PARALLEL WITH THE AFOREMENTIONED WEST BOUNDARY OF TRACT 16, A DISTANCE OF 25.00 FEET TO THE AFORESAID SOUTH BOUNDARY; THENCE SOUTH 89°57'45" WEST, ALONG SAID SOUTH BOUNDARY, A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT MAINTAINED RIGHT-OF-WAY FOR FOREST LAKE DRIVE AS RECORDED IN MAP BOOK 17, PAGES 100-108 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

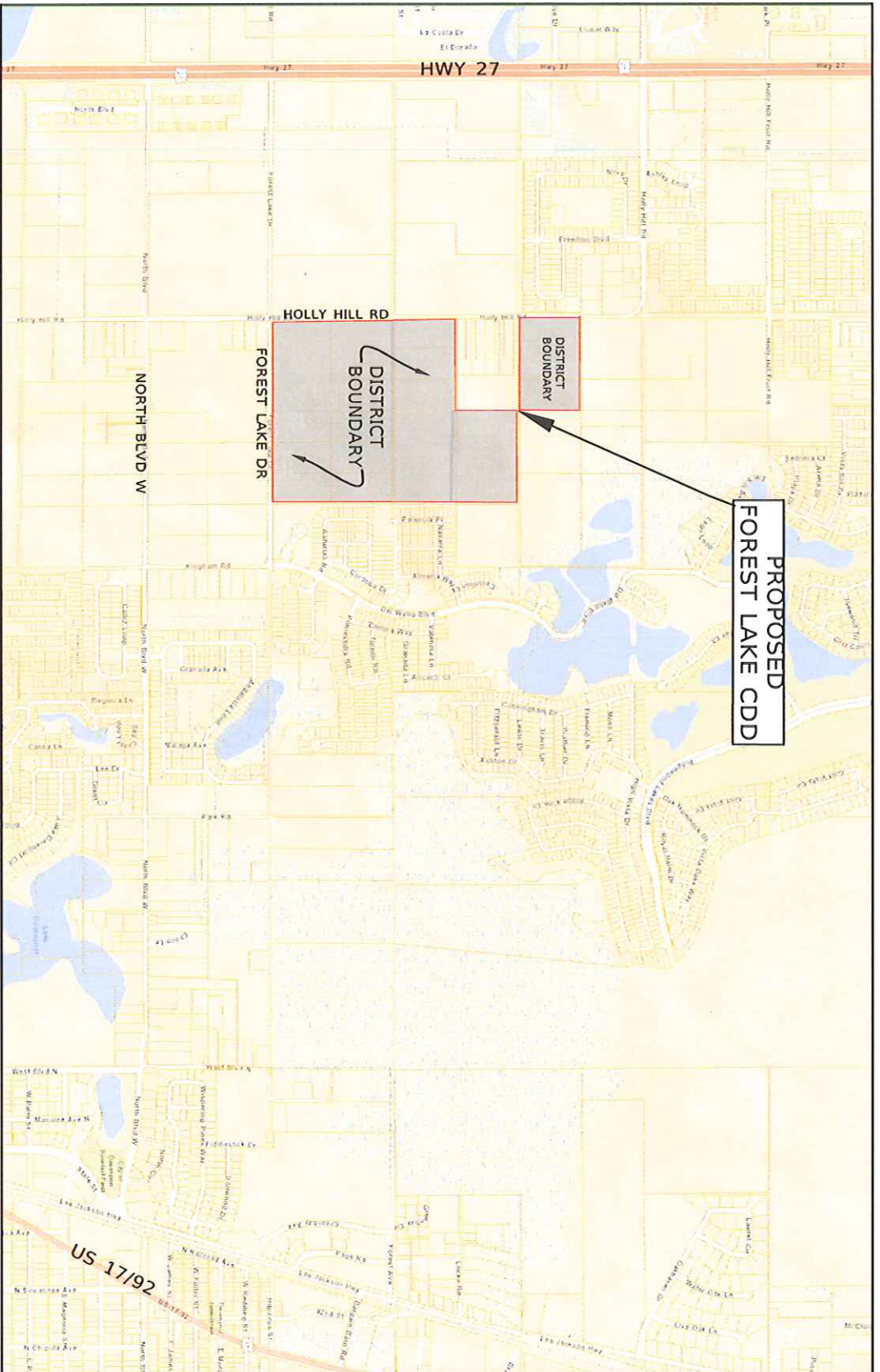
SAID LANDS CONTAIN 409.58 SQUARE FEET (0.009 ACRES), MORE OR LESS.

CDD CONTAINS 117.53 ACRES, MORE OR LESS.



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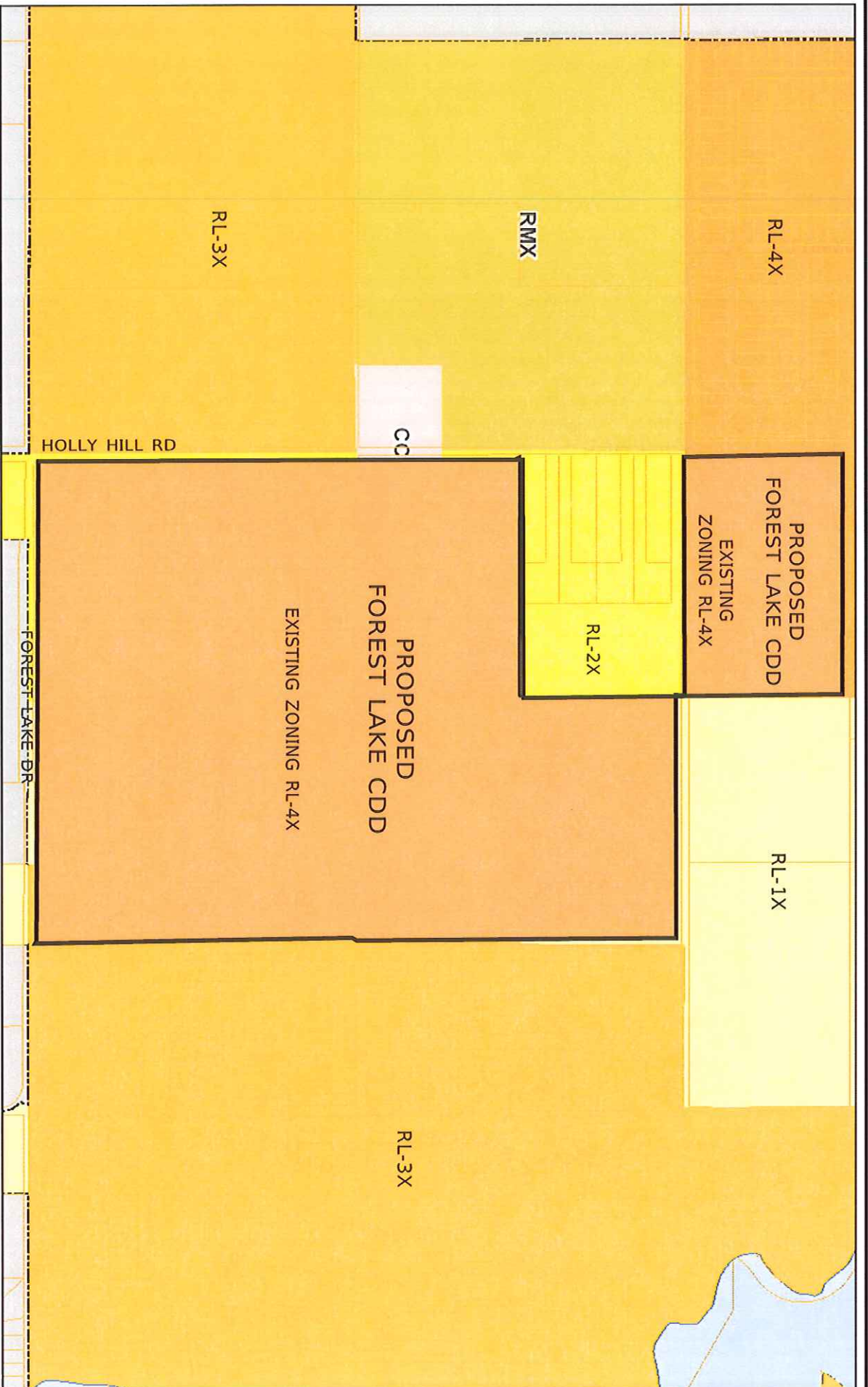
**EXHIBIT 2**  
**FOREST LAKE COMMUNITY  
DEVELOPMENT DISTRICT  
LEGAL DESCRIPTION**



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# **EXHIBIT 3** **FOREST LAKE COMMUNITY DEVELOPMENT DISTRICT** **DISTRICT BOUNDARY MAP**



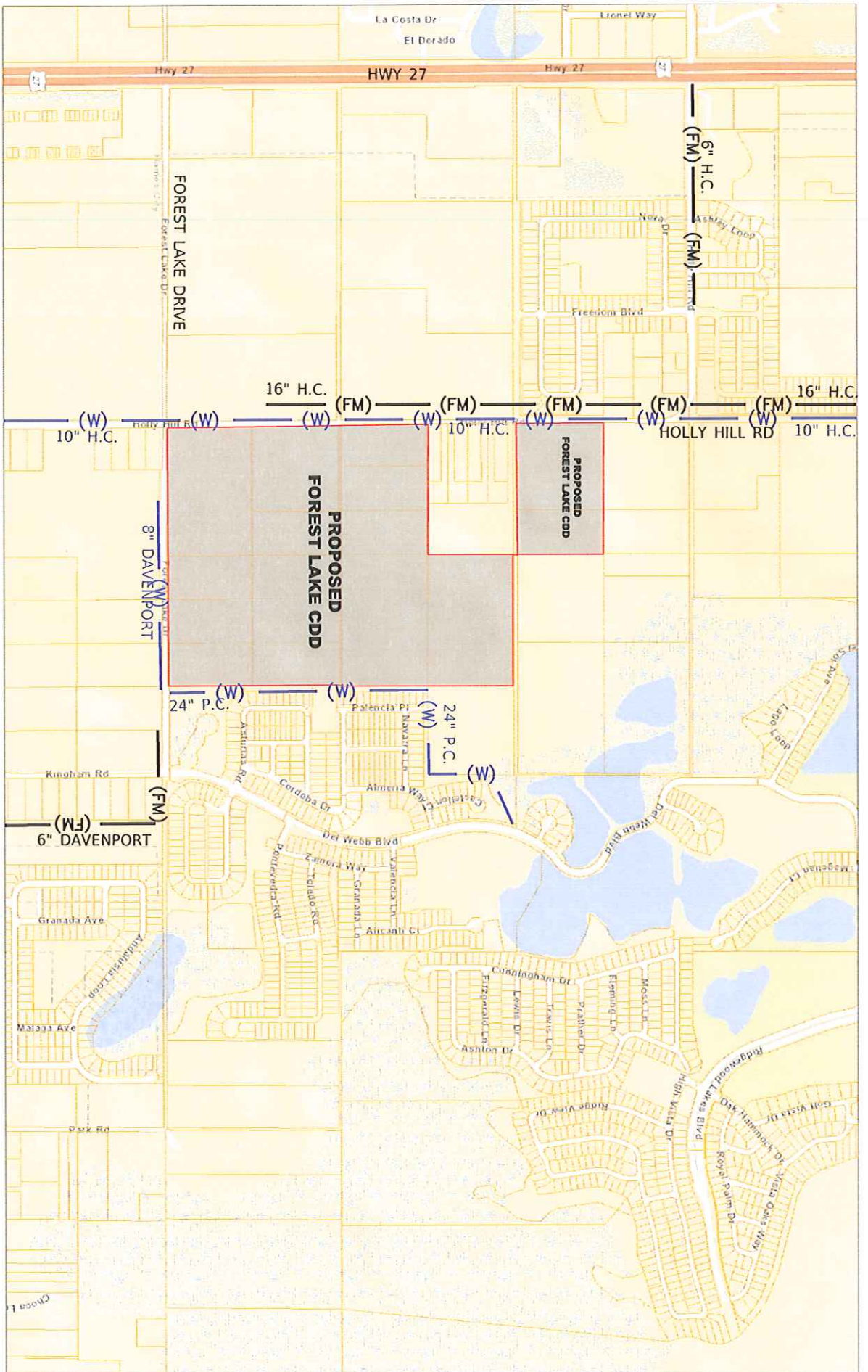


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**LEGEND**

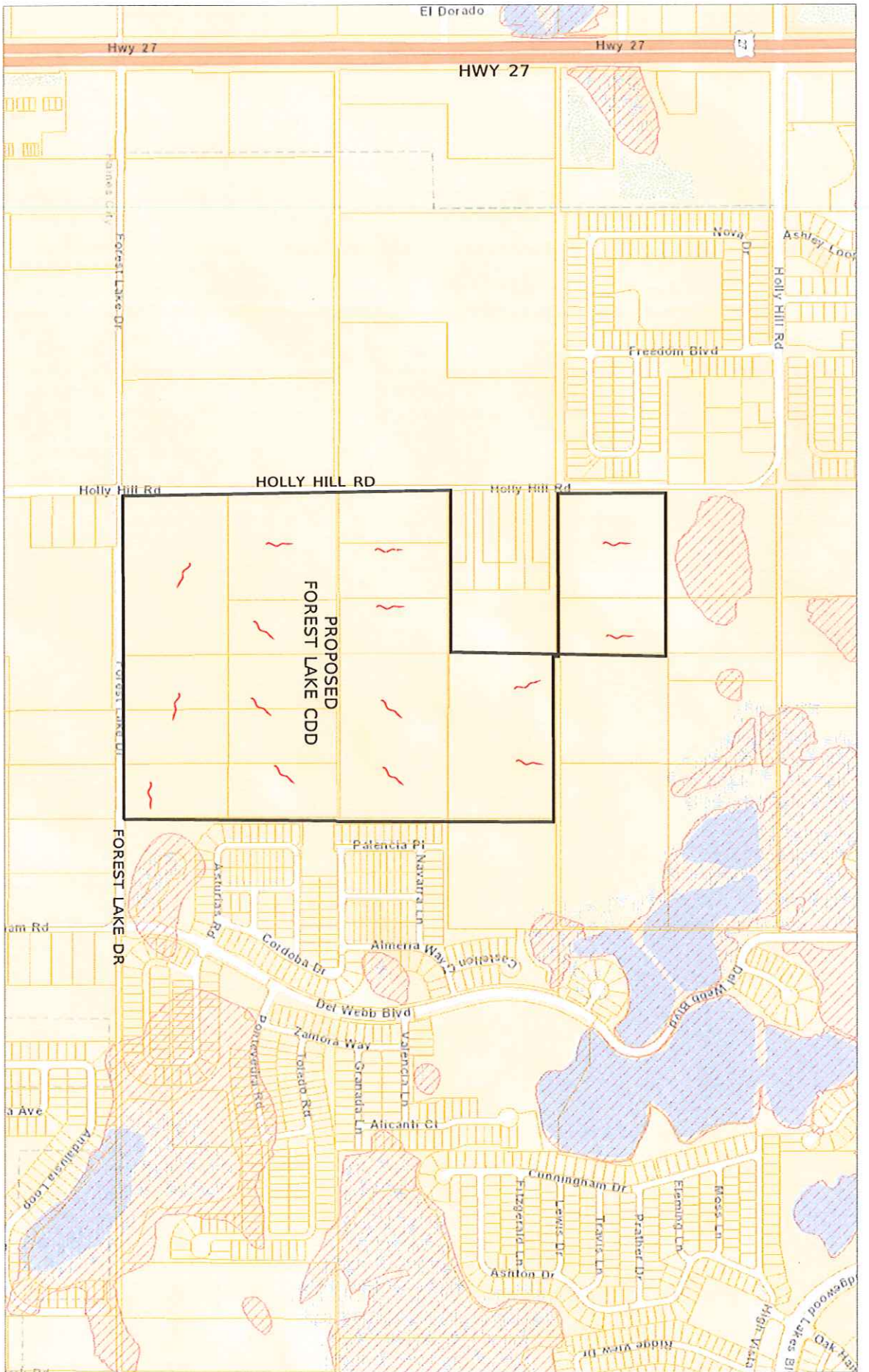
— (W) —  
 — (FM) —

H.C. - HAINES CITY  
 P.C. - POLK COUNTY

**COMPOSITE EXHIBIT 6  
 FOREST LAKE CDD  
 WATER & FORCE MAINS**







**LEGEND**  
 ——— EXISTING FLOW DIRECTION



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**COMPOSITE EXHIBIT 6**  
**FOREST LAKE CDD**  
**DRAINAGE FLOW PATTERN MAP**

N  
 NO SCALE

**Exhibit 7**  
**Forest Lake**  
**Community Development District**  
**Summary of Proposed District Facilities**

| <u>District Infrastructure</u>    | <u>Construction</u> | <u>Ownership</u>    | <u>Capital Financing*</u> | <u>Operation and Maintenance</u> |
|-----------------------------------|---------------------|---------------------|---------------------------|----------------------------------|
| Offsite Improvements              | District            | County              | District Bonds            | County                           |
| Stormwater Facilities             | District            | District            | District Bonds            | District                         |
| Lift Stations/Water/Sewer         | District            | City of Haines City | District Bonds            | City of Haines City              |
| Street Lighting/Conduit           | District            | **District          | District Bonds            | **District                       |
| Road Construction                 | District            | District            | District Bonds            | District                         |
| Entry Feature & Signage           | District            | District            | District Bonds            | District                         |
| Parks and Recreational Facilities | District            | District            | District Bonds            | District                         |

\*Costs not funded by bonds will be funded by the developer.

\*\* Street lighting/conduit shall be owned and maintained by the District or the District shall enter into a lease with Duke Energy.

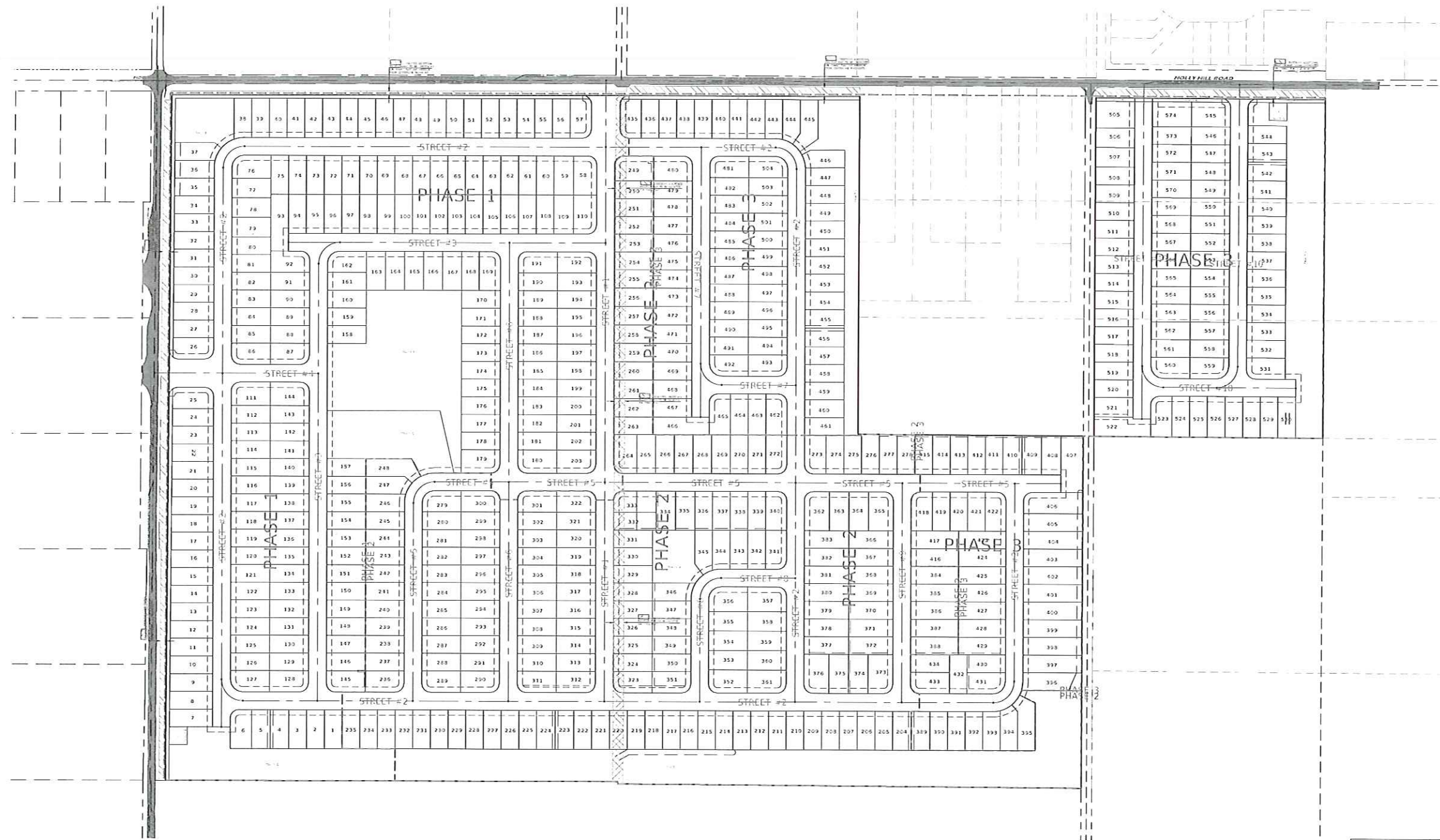
**Exhibit 8**  
**Forest Lake**  
**Community Development District**  
**Summary of Probable Cost**

| <b><u>Infrastructure</u></b> <sup>(1)</sup>                       | <b><u>Phase 1</u></b><br><b><u>(203 Lots)</u></b><br><b><u>2019-2024</u></b> | <b><u>Phase 2</u></b><br><b><u>(185 Lots)</u></b><br><b><u>2020-2025</u></b> | <b><u>Phase 3</u></b><br><b><u>(186 Lots)</u></b><br><b><u>2021-2026</u></b> | <b><u>Total</u></b><br><b><u>(574 Lots)</u></b> |
|---|--|--|--|---|
| Offsite Improvements <sup>(5)(6)</sup>                            | \$ 275,000.00  | \$ -0-   | \$ 140,000.00  | \$ 415,000.00                                   |
| Stormwater Management <sup>(2)(3)(5)(6)</sup>                     | \$ 560,000.00  | \$ 517,000.00  | \$ 517,000.00  | \$ 1,594,000.00                                 |
| Utilities (Water, Sewer, & Street Lighting) <sup>(5)(7) (8)</sup> | \$1,300,000.00   | \$1,320,000.00   | \$1,540,000.00   | \$ 4,160,000.00                                 |
| Roadway <sup>(4)(5)(6)</sup>                                      | \$1,400,000.00   | \$1,243,000.00   | \$1,265,000.00   | \$ 3,908,000.00                                 |
| Entry Feature <sup>(6)(7)</sup>                                   | \$ 300,000.00  | \$ 400,000.00  | \$ 300,000.00  | \$ 1,000,000.00                                 |
| Parks and Recreational Facilities <sup>(6)</sup>                  | \$ 700,000.00  | \$ 100,000.00  | \$ 100,000.00  | \$ 900,000.00                                   |
| Contingency   | \$ 453,500.00  | \$ 358,000.00  | \$ 386,200.00  | \$ 1,197,700.00                                 |
| <b>TOTAL</b>  | <b>\$4,988,500.00</b>  | <b>\$3,938,000.00</b>  | <b>\$ 4,248,200.00</b>   | <b>\$13,174,700.00</b>                          |

Notes:

1. Infrastructure consists of public roadway improvements, stormwater management facilities, master sanitary sewer lift station and utilities, entry feature, landscaping and signage, and parks and recreational facilities.
2. Excludes grading of each lot both for initial pad construction, lot finishing, and in conjunction with home construction, which will be provided by developer or homebuilder.
3. Includes stormwater pond excavation. Costs do not include transportation to or placement of fill on private property.
4. Includes sub-grade, base, asphalt paving, curbing, and civil/site engineering of public roads.
5. Includes subdivision infrastructure and civil/site engineering.
6. Estimates are based on 2019 cost.
7. Includes entry features, signage, hardscape, landscape, irrigation and fencing.
8. CDD will enter into a Lighting Agreement with Duke Energy for the street light poles and lighting service. Only undergrounding of wires in public right-of-way and on District land is included.
9. Estimates based on Master Infrastructure to support development of 574 lots.






### TRACT USAGE TABLE

TRACTS A, B & E ARE BUFFER AREAS / OPEN SPACE, AND WALLFENCE/LANDSCAPE/SCREEN AREAS, TO BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION WHEN IT IS FORMED.

TRACT C IS AN OPEN SPACE, DRAINAGE, WETLAND PRESERVATION, UPLAND BUFFER, DEWATER/RETENTION, ESCAPEMENT AREA TO BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION WHEN IT IS FORMED.

TRACTS D AND E ARE AN OPEN SPACE, DRAINAGE, DRAINAGE RETENTION AREAS TO BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION WHEN IT IS FORMED.



6.0

FOREST LAKE PROPERTY  
SUBDIVISION

POLK COUNTY, STATE OF FLORIDA

**WOOD & ASSOCIATES**  
Engineering, LLC

1925 LANTANA ROAD • LANTANA, FL 33461  
OFFICE: (888) 346-2534 • (561) 860-0346 • FAX: (561) 862-0318  
E-MAIL: INFO@WOOD-ENG.COM  
CERTIFICATE OF AUTHORIZATION NO. 30124

REVISIONS

|     |   |
|-----|---|
| No. | . |
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DATE \_\_\_\_\_

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## SECTION IX

*Item will be  
provided under  
separate cover.*

# SECTION X

# SECTION C

# SECTION 1

**FOREST LAKE**  
**Community Development District**

Summary of Checks

May 11, 2020 to August 09, 2020

| Bank         | Date    | Check No.'s | Amount |                  |
|--------------|---------|-------------|--------|------------------|
| General Fund | 6/5/20  | 12          | \$     | 2,921.65         |
|              | 6/9/20  | 13-22       | \$     | 35,799.22        |
|              | 6/18/20 | 23          | \$     | 355.71           |
|              | 6/24/20 | 24          | \$     | 614.44           |
|              | 7/8/20  | 25          | \$     | 2,922.50         |
|              | 7/13/20 | 26          | \$     | 13,430.05        |
|              | 7/24/20 | 27          | \$     | 800.00           |
|              | 8/7/20  | 28          | \$     | 3,017.20         |
|              |         |             | \$     | 59,860.77        |
|              |         |             | \$     | <b>59,860.77</b> |

| CHECK<br>DATE                     | VEND# | .....INVOICE.....<br>DATE INVOICE | ...EXPENSED TO...<br>YRMO DPT ACCT# SUB SUBCLASS | VENDOR NAME | STATUS | AMOUNT   | ....CHECK....<br>AMOUNT # |
|-----------------------------------|-------|-----------------------------------|--|-------------|--------|----------|---------------------------|
| 6/05/20                           | 00001 | 6/01/20 9                         | 202006 310-51300-34000                           |             | *      | 2,916.67 |                           |
|                                   |       |                                   | MNGT FEES 06/2020                                |             |        |          |                           |
|                                   |       | 6/01/20 9                         | 202006 310-51300-51000                           |             | *      | 2.68     |                           |
|                                   |       |                                   | OFFICE SUPPLIES                                  |             |        |          |                           |
|                                   |       | 6/01/20 9                         | 202006 310-51300-42000                           |             | *      | 1.70     |                           |
|                                   |       |                                   | POSTAGE  |             |        |          |                           |
|                                   |       | 6/01/20 9                         | 202006 310-51300-42500                           |             | *      | .60      |                           |
|                                   |       |                                   | COPIES   |             |        |          |                           |
| GOVERNMENTAL MANAGEMENT SERVICES- |       |                                   |  |             |        |          | 2,921.65 000012           |
| 6/09/20                           | 00005 | 2/26/20                           | AR022620 202002 310-51300-11000                  |             | *      | 200.00   |                           |
|                                   |       |                                   | SUPERVISOR FEES-02/26/20                         |             |        |          |                           |
|                                   |       | 3/04/20                           | AR030420 202003 310-51300-11000                  |             | *      | 200.00   |                           |
|                                   |       |                                   | SUPERVISOR FEES-03/04/20                         |             |        |          |                           |
|                                   |       | 3/17/20                           | AR031720 202003 310-51300-11000                  |             | *      | 200.00   |                           |
|                                   |       |                                   | SUPERVISOR FEES-03/17/20                         |             |        |          |                           |
|                                   |       | 5/19/20                           | AR051920 202005 310-51300-11000                  |             | *      | 200.00   |                           |
|                                   |       |                                   | SUPERVISOR FEE 05/20                             |             |        |          |                           |
| ANDREW RHINEHART                  |       |                                   |  |             |        |          | 800.00 000013             |
| 6/08/20                           | 99999 | 6/08/20                           | VOID 202006 000-00000-00000                      |             | C      | .00      |                           |
|                                   |       |                                   | VOID CHECK                                       |             |        |          |                           |
| *****INVALID VENDOR NUMBER*****   |       |                                   |  |             |        |          | .00 000014                |
| 6/09/20                           | 00001 | 2/01/20 3                         | 202002 310-51300-34000                           |             | *      | 2,916.67 |                           |
|                                   |       |                                   | MANAGEMENT FEES-FEB20                            |             |        |          |                           |
|                                   |       | 2/01/20 3                         | 202002 310-51300-51000                           |             | *      | 2.62     |                           |
|                                   |       |                                   | OFFICE SUPPLIES                                  |             |        |          |                           |
|                                   |       | 2/01/20 3                         | 202002 310-51300-42000                           |             | *      | 31.30    |                           |
|                                   |       |                                   | POSTAGE  |             |        |          |                           |
|                                   |       | 2/01/20 3                         | 202002 310-51300-42500                           |             | *      | 25.50    |                           |
|                                   |       |                                   | COPIES   |             |        |          |                           |
|                                   |       | 2/01/20 3                         | 202002 310-51300-48000                           |             | *      | 565.84   |                           |
|                                   |       |                                   | LEDGER-L060G0J3YW-RULES                          |             |        |          |                           |
|                                   |       | 2/01/20 3                         | 202002 310-51300-48000                           |             | *      | 682.50   |                           |
|                                   |       |                                   | LEDGER-L060G0J3YU-REQ CNS                        |             |        |          |                           |
|                                   |       | 2/01/20 3                         | 202002 310-51300-48000                           |             | *      | 654.50   |                           |
|                                   |       |                                   | LEDGER-L060G0J3YT-ENG SVC                        |             |        |          |                           |
|                                   |       | 2/01/20 3                         | 202002 310-51300-48000                           |             | *      | 1,871.36 |                           |
|                                   |       |                                   | LEDGER-L060G0J3YV-UNIFORM                        |             |        |          |                           |
|                                   |       | 2/01/20 3                         | 202002 310-51300-48000                           |             | *      | 323.16   |                           |
|                                   |       |                                   | LEDGER-L060G0H3Y5-RULE DV                        |             |        |          |                           |
|                                   |       | 2/01/20 3                         | 202002 310-51300-48000                           |             | *      | 346.50   |                           |
|                                   |       |                                   | LEDGER-L060G0J3YR-MTG DTS                        |             |        |          |                           |
|                                   |       | 2/01/20 3                         | 202002 310-51300-48000                           |             | *      | 4,388.88 |                           |
|                                   |       |                                   | LEDGER-LH345186                                  |             |        |          |                           |

FORL FOREST LAKE CD IAGUILAR



FOREST LAKE CDD  
BANK A GENERAL FUND

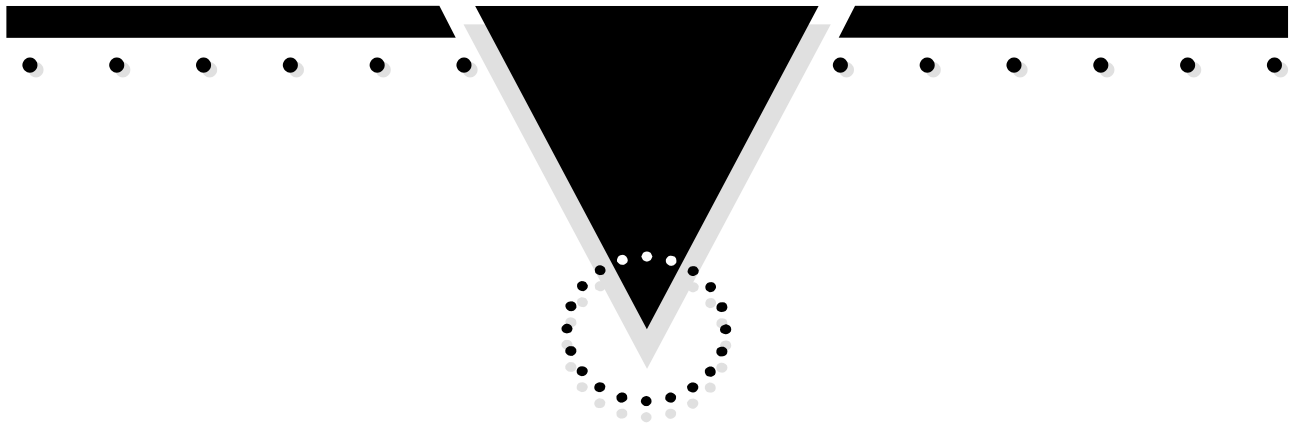
| CHECK<br>DATE | VEND# | .....INVOICE.....<br>DATE INVOICE | ....EXPENSED TO...<br>YRMO DPT ACCT# SUB SUBCLASS | VENDOR NAME | STATUS | AMOUNT   | ....CHECK....<br>AMOUNT # |
|---------------|-------|-----------------------------------|---|-------------|--------|----------|---------------------------|
|               |       | 2/01/20 3                         | 202002 310-51300-51000                            |             | *      | 40.46    |                           |
|               |       | STAPLES-SEAL                      |   |             |        |          |                           |
|               |       | 3/01/20 4                         | 202003 310-51300-34000                            |             | *      | 2,916.67 |                           |
|               |       | MANAGEMENT FEES-MAR20             |   |             |        |          |                           |
|               |       | 3/01/20 4                         | 202003 310-51300-51000                            |             | *      | 2.50     |                           |
|               |       | OFFICE SUPPLIES                   |   |             |        |          |                           |
|               |       | 3/01/20 4                         | 202003 310-51300-42500                            |             | *      | 24.75    |                           |
|               |       | COPIES                            |   |             |        |          |                           |
|               |       | 3/01/20 4                         | 202003 310-51300-48000                            |             | *      | 677.83   |                           |
|               |       | LEDGER-L060G0J45D-PROPSL          |   |             |        |          |                           |
|               |       | 3/01/20 4                         | 202003 310-51300-48000                            |             | *      | 991.68   |                           |
|               |       | LEDGER-L060G0J494-LO MTGS         |   |             |        |          |                           |
|               |       | 3/01/20 4                         | 202003 310-51300-48000                            |             | *      | 341.85   |                           |
|               |       | LEDGER-L060G0J4S5-MTG DTS         |   |             |        |          |                           |
|               |       | 4/01/20 5                         | 202004 310-51300-34000                            |             | *      | 2,916.67 |                           |
|               |       | MANAGEMENT FEES-APR20             |   |             |        |          |                           |
|               |       | 4/01/20 6                         | 202004 310-51300-51000                            |             | *      | .12      |                           |
|               |       | OFFICE SUPPLIES                   |   |             |        |          |                           |
|               |       | 4/01/20 6                         | 202004 310-51300-42000                            |             | *      | 29.60    |                           |
|               |       | POSTAGE                           |   |             |        |          |                           |
|               |       | 4/01/20 6                         | 202004 310-51300-42500                            |             | *      | 7.35     |                           |
|               |       | COPIES                            |   |             |        |          |                           |
|               |       | 4/15/20 7                         | 202004 310-51300-35200                            |             | *      | 48.70    |                           |
|               |       | DOMAIN                            |   |             |        |          |                           |
|               |       | 5/01/20 8                         | 202005 310-51300-34000                            |             | *      | 2,916.67 |                           |
|               |       | MNGT FEES 05/2020                 |   |             |        |          |                           |
|               |       | 5/01/20 8                         | 202005 310-51300-51000                            |             | *      | .15      |                           |
|               |       | OFFICE SUPLIES                    |   |             |        |          |                           |
|               |       | 5/01/20 8                         | 202005 310-51300-42000                            |             | *      | 1.20     |                           |
|               |       | POSTAGE                           |   |             |        |          |                           |
|               |       |                                   | GOVERNMENTAL MANAGEMENT SERVICES-                 |             |        |          | 22,725.03 000015          |
| -             | -     | -                                 | -   | -           | -      | -        | -                         |
| 6/09/20       | 00002 | 2/21/20 112935                    | 202001 310-51300-31500                            |             | *      | 5,056.46 |                           |
|               |       | DEVELP/ASSESS/RESOL/MTG           |   |             |        |          |                           |
|               |       | 4/16/20 114128                    | 202003 310-51300-31500                            |             | *      | 1,355.33 |                           |
|               |       | MON.MEET/ FLCDD 01 RVW            |   |             |        |          |                           |
|               |       |                                   | HOPPING GREEN & SAMS                              |             |        |          | 6,411.79 000016           |
| -             | -     | -                                 | -   | -           | -      | -        | -                         |
| 6/09/20       | 00006 | 2/26/20 LS022620                  | 202002 310-51300-11000                            |             | *      | 200.00   |                           |
|               |       | SUPERVISOR FEES-02/26/20          |   |             |        |          |                           |
|               |       | 3/04/20 LS030420                  | 202003 310-51300-11000                            |             | *      | 200.00   |                           |
|               |       | SUPERVISOR FEES-03/04/20          |   |             |        |          |                           |
|               |       | 3/17/20 LS031720                  | 202003 310-51300-11000                            |             | *      | 200.00   |                           |
|               |       | SUPERVISOR FEES-03/17/20          |   |             |        |          |                           |
|               |       | 5/19/20 LS051920                  | 202005 310-51300-11000                            |             | *      | 200.00   |                           |
|               |       | SUPERVISOR FEE 05/20              |   |             |        |          |                           |
|               |       |                                   | LAUREN OAKLEY SCHWENK                             |             |        |          | 800.00 000017             |
| -             | -     | -                                 | -   | -           | -      | -        | -                         |
|               |       |                                   | FORL FOREST LAKE CD IAGUILAR                      |             |        |          |                           |

| CHECK<br>DATE | VEND# | .....INVOICE.....<br>DATE INVOICE | ...EXPENSED TO...<br>YRMO DPT ACCT# SUB SUBCLASS | VENDOR NAME           | STATUS | AMOUNT   | ....CHECK.....<br>AMOUNT # |
|---------------|-------|-----------------------------------|--|-----------------------|--------|----------|----------------------------|
| 6/09/20       | 00003 | 3/04/20 MC030420                  | 202003 310-51300-11000                           |                       | *      | 200.00   |                            |
|               |       |                                   | SUPERVISOR FEES-03/04/20                         |                       |        |          |                            |
|               |       | 3/17/20 MC031720                  | 202003 310-51300-11000                           |                       | *      | 200.00   |                            |
|               |       |                                   | SUPERVISOR FEES-03/17/20                         |                       |        |          |                            |
|               |       | 5/19/20 MC051920                  | 202005 310-51300-11000                           |                       | *      | 200.00   |                            |
|               |       |                                   | SUPERVISOR FEE 05/20                             |                       |        |          |                            |
|               |       |                                   |  | MATTHEW CASSIDY       |        |          | 600.00 000018              |
| 6/09/20       | 00004 | 2/26/20 PM022620                  | 202002 310-51300-11000                           |                       | *      | 200.00   |                            |
|               |       |                                   | SUPERVISOR FEES-02/26/20                         |                       |        |          |                            |
|               |       | 3/04/20 PM030420                  | 202003 310-51300-11000                           |                       | *      | 200.00   |                            |
|               |       |                                   | SUPERVISOR FEES-03/04/20                         |                       |        |          |                            |
|               |       | 5/19/20 PM051920                  | 202005 310-51300-11000                           |                       | *      | 200.00   |                            |
|               |       |                                   | SUPERVISOR FEE 05/20                             |                       |        |          |                            |
|               |       |                                   |  | PATRICK MARONE        |        |          | 600.00 000019              |
| 6/09/20       | 00007 | 2/26/20 RH022620                  | 202002 310-51300-11000                           |                       | *      | 200.00   |                            |
|               |       |                                   | SUPERVISOR FEES-02/26/20                         |                       |        |          |                            |
|               |       | 3/04/20 RH030420                  | 202003 310-51300-11000                           |                       | *      | 200.00   |                            |
|               |       |                                   | SUPERVISOR FEES-03/04/20                         |                       |        |          |                            |
|               |       | 3/17/20 RH031720                  | 202003 310-51300-11000                           |                       | *      | 200.00   |                            |
|               |       |                                   | SUPERVISOR FEES-03/17/20                         |                       |        |          |                            |
|               |       | 5/19/20 RH051920                  | 202005 310-51300-11000                           |                       | *      | 200.00   |                            |
|               |       |                                   | SUPERVISOR FEE 05/20                             |                       |        |          |                            |
|               |       |                                   |  | RENNIE HEATH          |        |          | 800.00 000020              |
| 6/09/20       | 00011 | 2/24/20 1494                      | 202002 310-51300-35200                           |                       | *      | 2,375.00 |                            |
|               |       |                                   | WEW DESIGN/WEB ADA                               |                       |        |          |                            |
|               |       |                                   |  | VGLOBALTECH           |        |          | 2,375.00 000021            |
| 6/09/20       | 00010 | 5/12/20 1038664                   | 202005 310-51300-48000                           |                       | *      | 668.50   |                            |
|               |       |                                   | NOT REG BOARD SUPER                              |                       |        |          |                            |
|               |       | 5/12/20 1038664                   | 202005 310-51300-48000                           |                       | *      | 18.90    |                            |
|               |       |                                   | LEGAL ADVERTISING                                |                       |        |          |                            |
|               |       |                                   |  | THE LEDGER/NEWS CHIEF |        |          | 687.40 000022              |
| 6/18/20       | 00002 | 5/22/20 114848                    | 202005 310-51300-31500                           |                       | *      | 355.71   |                            |
|               |       |                                   | PREPARE/RESEARCH/ATTEND                          |                       |        |          |                            |
|               |       |                                   |  | HOPPING GREEN & SAMS  |        |          | 355.71 000023              |
| 6/24/20       | 00002 | 6/19/20 115358                    | 202005 310-51300-31500                           |                       | *      | 614.44   |                            |
|               |       |                                   | GEN/PREPARE/ATTEND/REVIEW                        |                       |        |          |                            |
|               |       |                                   |  | HOPPING GREEN & SAMS  |        |          | 614.44 000024              |
| 7/08/20       | 00001 | 7/01/20 10                        | 202007 310-51300-34000                           |                       | *      | 2,916.67 |                            |
|               |       |                                   | MANAGMENT FEE-JULY 2020                          |                       |        |          |                            |

FORL FOREST LAKE CD IAGUILAR



## SECTION 2



# **Forest Lake**

## **Community Development District**

**Unaudited Financial Reporting**

**June 30, 2020**



# Table of Contents

|   |  |
|---|--|
| 1 | <u>Balance Sheet</u>                   |
| 2 | <u>General Fund Income Statement</u>   |
| 3 | <u>Month to Month</u>                  |
| 4 | <u>Developer Contribution Schedule</u> |

**FOREST LAKE**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**BALANCE SHEET**  
**June 30, 2020**

|                         |
|-------------------------|
| <b>General<br/>Fund</b> |
|-------------------------|

**ASSETS:**

**CASH**

|                   |          |
|-------------------|----------|
| OPERATING ACCOUNT | \$23,724 |
|-------------------|----------|

**TOTAL ASSETS**

|  |                 |
|--|-----------------|
|  | <b>\$23,724</b> |
|  | <b>\$23,724</b> |

**LIABILITIES:**

|                  |     |
|------------------|-----|
| ACCOUNTS PAYABLE | \$0 |
|------------------|-----|

**FUND EQUITY:**

**FUND BALANCES:**

|            |          |
|------------|----------|
| UNASSIGNED | \$23,724 |
|------------|----------|

**TOTAL LIABILITIES & FUND EQUITY**

|  |                 |
|--|-----------------|
|  | <b>\$23,724</b> |
|  | <b>\$23,724</b> |

# FOREST LAKE

## COMMUNITY DEVELOPMENT DISTRICT

### GENERAL FUND

#### Statement of Revenues & Expenditures

For The Period Ending June 30, 2020

|                                       | ADOPTED<br>BUDGET | PRORATED BUDGET<br>THRU 06/30/20 | ACTUAL<br>THRU 06/30/20 | VARIANCE        |
|---------------------------------------|-------------------|----------------------------------|-------------------------|-----------------|
| <b><u>REVENUES:</u></b>               |                   |                                  |                         |                 |
| DEVELOPER CONTRIBUTIONS               | \$99,238          | \$80,000                         | \$80,000                | \$0             |
| <b>TOTAL REVENUES</b>                 | <b>\$99,238</b>   | <b>\$80,000</b>                  | <b>\$80,000</b>         | <b>\$0</b>      |
| <b><u>EXPENDITURES:</u></b>           |                   |                                  |                         |                 |
| <b><u>ADMINISTRATIVE:</u></b>         |                   |                                  |                         |                 |
| SUPERVISORS FEES                      | \$10,000          | \$7,000                          | \$5,600                 | \$1,400         |
| ENGINEERING                           | \$12,500          | \$8,750                          | \$0                     | \$8,750         |
| ATTORNEY                              | \$20,833          | \$14,583                         | \$11,820                | \$2,763         |
| MANAGEMENT FEES                       | \$29,167          | \$20,417                         | \$18,911                | \$1,505         |
| INFORMATION TECHNOLOGY                | \$3,575           | \$2,424                          | \$2,424                 | \$0             |
| TELEPHONE                             | \$250             | \$175                            | \$0                     | \$175           |
| POSTAGE                               | \$833             | \$583                            | \$115                   | \$468           |
| INSURANCE                             | \$5,000           | \$5,000                          | \$3,945                 | \$1,055         |
| PRINTING & BINDING                    | \$833             | \$583                            | \$135                   | \$448           |
| LEGAL ADVERTISING                     | \$10,000          | \$7,000                          | \$13,124                | (\$6,124)       |
| OTHER CURRENT CHARGES                 | \$5,000           | \$3,500                          | \$0                     | \$3,500         |
| OFFICE SUPPLIES                       | \$521             | \$365                            | \$51                    | \$313           |
| TRAVEL PER DIEM                       | \$550             | \$385                            | \$0                     | \$385           |
| DUES, LICENSES, & SUBSCRIPTIONS       | \$175             | \$175                            | \$150                   | \$25            |
| <b>TOTAL ADMINISTRATIVE:</b>          | <b>\$99,238</b>   | <b>\$70,940</b>                  | <b>\$56,276</b>         | <b>\$14,664</b> |
| <b>TOTAL EXPENDITURES</b>             | <b>\$99,238</b>   | <b>\$70,940</b>                  | <b>\$56,276</b>         | <b>\$14,664</b> |
| <b>EXCESS REVENUES (EXPENDITURES)</b> | <b>\$0</b>        |                                  | <b>\$23,724</b>         |                 |
| <b>FUND BALANCE - BEGINNING</b>       | <b>\$0</b>        |                                  | <b>\$0</b>              |                 |
| <b>FUND BALANCE - ENDING</b>          | <b>\$0</b>        |                                  | <b>\$23,724</b>         |                 |



# FOREST LAKE

## Community Development District

|                                       | Oct        | Nov        | Dec             | Jan              | Feb               | March           | April            | May              | June            | July       | Aug        | Sept       | Total           |
|---------------------------------------|------------|------------|-----------------|------------------|-------------------|-----------------|------------------|------------------|-----------------|------------|------------|------------|-----------------|
| <b><u>REVENUES:</u></b>               |            |            |                 |                  |                   |                 |                  |                  |                 |            |            |            |                 |
| DEVELOPER CONTRIBUTIONS               | \$0        | \$0        | \$20,000        | \$0              | \$0               | \$40,000        | \$0              | \$0              | \$20,000        | \$0        | \$0        | \$0        | \$80,000        |
| <b>TOTAL REVENUES</b>                 | <b>\$0</b> | <b>\$0</b> | <b>\$20,000</b> | <b>\$0</b>       | <b>\$0</b>        | <b>\$40,000</b> | <b>\$0</b>       | <b>\$0</b>       | <b>\$20,000</b> | <b>\$0</b> | <b>\$0</b> | <b>\$0</b> | <b>\$80,000</b> |
| <b><u>EXPENDITURES:</u></b>           |            |            |                 |                  |                   |                 |                  |                  |                 |            |            |            |                 |
| <b><u>ADMINISTRATIVE:</u></b>         |            |            |                 |                  |                   |                 |                  |                  |                 |            |            |            |                 |
| SUPERVISORS FEES                      | \$0        | \$0        | \$1,000         | \$1,000          | \$800             | \$1,800         | \$0              | \$1,000          | \$0             | \$0        | \$0        | \$0        | \$5,600         |
| ENGINEERING                           | \$0        | \$0        | \$0             | \$0              | \$0               | \$0             | \$0              | \$0              | \$0             | \$0        | \$0        | \$0        | \$0             |
| ATTORNEY                              | \$0        | \$0        | \$4,438         | \$5,056          | \$0               | \$1,355         | \$0              | \$970            | \$0             | \$0        | \$0        | \$0        | \$11,820        |
| MANAGEMENT FEES                       | \$0        | \$0        | \$1,411         | \$2,917          | \$2,917           | \$2,917         | \$2,917          | \$2,917          | \$2,917         | \$0        | \$0        | \$0        | \$18,911        |
| INFORMATION TECHNOLOGY                | \$0        | \$0        | \$0             | \$0              | \$2,375           | \$0             | \$49             | \$0              | \$0             | \$0        | \$0        | \$0        | \$2,424         |
| TELEPHONE                             | \$0        | \$0        | \$0             | \$0              | \$0               | \$0             | \$0              | \$0              | \$0             | \$0        | \$0        | \$0        | \$0             |
| POSTAGE                               | \$0        | \$0        | \$0             | \$52             | \$31              | \$0             | \$30             | \$1              | \$2             | \$0        | \$0        | \$0        | \$115           |
| INSURANCE                             | \$0        | \$0        | \$3,945         | \$0              | \$0               | \$0             | \$0              | \$0              | \$0             | \$0        | \$0        | \$0        | \$3,945         |
| PRINTING & BINDING                    | \$0        | \$0        | \$0             | \$77             | \$26              | \$25            | \$7              | \$0              | \$1             | \$0        | \$0        | \$0        | \$135           |
| LEGAL ADVERTISING                     | \$0        | \$0        | \$0             | \$333            | \$9,737           | \$2,367         | \$0              | \$687            | \$0             | \$0        | \$0        | \$0        | \$13,124        |
| OTHER CURRENT CHARGES                 | \$0        | \$0        | \$0             | \$0              | \$0               | \$0             | \$0              | \$0              | \$0             | \$0        | \$0        | \$0        | \$0             |
| OFFICE SUPPLIES                       | \$0        | \$0        | \$0             | \$3              | \$43              | \$3             | \$0              | \$0              | \$3             | \$0        | \$0        | \$0        | \$51            |
| TRAVEL PER DIEM                       | \$0        | \$0        | \$0             | \$0              | \$0               | \$0             | \$0              | \$0              | \$0             | \$0        | \$0        | \$0        | \$0             |
| DUES, LICENSES, & SUBSCRIPTIONS       | \$0        | \$0        | \$150           | \$0              | \$0               | \$0             | \$0              | \$0              | \$0             | \$0        | \$0        | \$0        | \$150           |
| <b>TOTAL ADMINISTRATIVE</b>           | <b>\$0</b> | <b>\$0</b> | <b>\$10,945</b> | <b>\$9,437</b>   | <b>\$15,928</b>   | <b>\$8,466</b>  | <b>\$3,002</b>   | <b>\$5,576</b>   | <b>\$2,922</b>  | <b>\$0</b> | <b>\$0</b> | <b>\$0</b> | <b>\$56,276</b> |
| <b>TOTAL EXPENDITURES</b>             | <b>\$0</b> | <b>\$0</b> | <b>\$10,945</b> | <b>\$9,437</b>   | <b>\$15,928</b>   | <b>\$8,466</b>  | <b>\$3,002</b>   | <b>\$5,576</b>   | <b>\$2,922</b>  | <b>\$0</b> | <b>\$0</b> | <b>\$0</b> | <b>\$56,276</b> |
| <b>EXCESS REVENUES/(EXPENDITURES)</b> | <b>\$0</b> | <b>\$0</b> | <b>\$9,055</b>  | <b>(\$9,437)</b> | <b>(\$15,928)</b> | <b>\$31,534</b> | <b>(\$3,002)</b> | <b>(\$5,576)</b> | <b>\$17,078</b> | <b>\$0</b> | <b>\$0</b> | <b>\$0</b> | <b>\$23,724</b> |

**Forest Lake Community Development District  
Developer Contributions/Due from Developer**

| <b>Funding<br/>Request<br/>#</b> | <b>Prepared<br/>Date</b> | <b>Payment<br/>Received<br/>Date</b> | <b>Check/Wire<br/>Amount</b> | <b>Total<br/>Funding<br/>Request</b> | <b>General<br/>Fund<br/>Portion (FY20)</b> | <b>Over and<br/>(short)<br/>Balance Due</b> |
|----------------------------------|--------------------------|--------------------------------------|------------------------------|--------------------------------------|--|---|
| FY20                             |                          |                                      |                              |                                      |  |   |
| 1                                | 12/17/19                 | 2/26/20                              | \$ 20,000.00                 | \$ 20,000.00                         | \$ 20,000.00                               | \$ -  |
| 2                                | 3/26/20                  | 5/19/20                              | \$ 40,000.00                 | \$ 40,000.00                         | \$ 40,000.00                               | \$ -  |
| 3                                | 6/11/20                  | 6/16/20                              | \$ 20,000.00                 | \$ 20,000.00                         | \$ 20,000.00                               | \$ -  |
| Due from Developer               |                          |                                      | \$ 80,000.00                 | \$ 80,000.00                         | \$ 80,000.00                               | \$ -  |

**Total Developer Contributions FY20**

**\$ 80,000.00**