

*Forest Lake
Community Development District*

Meeting Agenda

July 6, 2021

AGENDA

Forest Lake

Community Development District

219 East Livingston Street, Orlando, Florida 32801

Phone: 407-841-5524 – Fax: 407-839-1526

June 29, 2021

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

Dear Board Members:

The regular meeting of the Board of Supervisors of the **Forest Lake Community Development District** will be held **Tuesday, July 6, 2021 at 1:45 PM at 346 E. Central Ave., Winter Haven, FL 33880.**

Following is the advance agenda for the meeting:

Board of Supervisors Meeting

1. Roll Call
2. Public Comment Period
3. Approval of Minutes of the April 6, 2021 Board of Supervisors Meeting
4. Consideration of Conveyance Documents for Phase 1
5. Consideration of Assignment of Amenity Construction Contract
6. Acceptance of Fiscal Year 2020 Audit Report
7. Consideration of Proposals for Landscape Services (*to be provided under separate cover*)
8. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. District Manager's Report
 - i. Approval of Check Register
 - ii. Balance Sheet and Income Statement
 - iii. Ratification of Summary of Series 2020 (AA1) Requisitions #55 to #86
9. Other Business
10. Supervisors Requests and Audience Comments
11. 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 Minutes of the April 6, 2021 Board of Supervisors Meeting. The minutes are enclosed for your review.

The fourth order of business is the Consideration of Conveyance Documents for Phase 1. A copy of the documents is enclosed for your review.

The fifth order of business is the Consideration of Assignment of Amenity Construction Contract. A copy of the contract is enclosed for your review.

The sixth order of business is the Acceptance of the Fiscal Year 2020 Audit Report. The report is enclosed for your review.

The seventh order of business is the Consideration of Proposals for Landscape Services. *This item will be provided under separate cover.*

The eighth 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. Sub-Section 3 is the Ratification of Summary of Series 2020 (AA1) Requisitions #55 to #86.

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 Regular meeting of the Board of Supervisors of the Forest Lake Community Development District was held Tuesday, **April 6, 2021**, at 1:55 p.m. at 346 E. Central Ave., Winter Haven, Florida.

Present and constituting a quorum:

Lauren Schwenk	Vice Chair
Matthew Cassidy	Assistant Secretary
Patrick Marone	Assistant Secretary
Andrew Rhinehart <i>by Zoom</i>	Assistant Secretary

Also present were:

Jill Burns	District Manager, GMS
Michelle Rigoni	Hopping Green & Sams

FIRST ORDER OF BUSINESS

Roll Call

Ms. Burns called the meeting to order and called the roll. There were three Board members present constituting a quorum. Mr. Rhinehart joined the meeting via Zoom.

SECOND ORDER OF BUSINESS

Public Comment Period

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

THIRD ORDER OF BUSINESS

**Approval of the Minutes of the March 2,
2021 Board of Supervisors Meeting**

Ms. Burns asked for any comments, corrections, or changes to the minutes. The Board had no changes or corrections.

On MOTION by Ms. Schwenk seconded by Mr. Marone, with all in favor, the Minutes of the March 2, 2021, Board of Supervisors Meeting and Audit Committee Meeting, were approved.
--

FOURTH ORDER OF BUSINESS

**Consideration of Resolution 2021-03
Approving the Proposed Fiscal Year 2022
Budget (Suggested August 3, 2021),**

**Declaring Special Assessments, and
Setting the Public Hearings on the Fiscal
Year 2022 Budget and the Imposition of
Operations & Maintenance Assessments**

Ms. Burns noted that the Public Hearing would be set for August 3, 2021, at 1:45 p.m. The budget includes an allowance for a second bond issuance for the next phase. There was discussion about the number of lots for this phase. Ms. Burns cautioned about additional increase due to the audit and arbitrage. A full year of landscaping is included, and the amenity opening is scheduled for December 2021. Ms. Burns noted the platted lots were an ERU of 1 and unplatted lots were .45, so the gross per unit on platted would be \$458.68 and the unplatted would be \$336.90.

Ms. Burns noted the platted lots had a higher ERU because they benefit from the field improvements and amenities, and the unplatted acreage doesn't have landscaping and no amenity usage.

On MOTION by Ms. Schwenk, seconded by Mr. Marone, with all in favor, Resolution 2021-03 Approving the Proposed Fiscal year 2022 Budget, Declaring Special Assessments, and Setting the Public Hearing for August 3, 2021, at 1:45 p.m., on Fiscal Year 2022 Budget and the Imposition of Operation & Maintenance Assessment, was approved.

FIFTH ORDER OF BUSINESS**Staff Reports****A. Attorney**

Ms. Rigoni had nothing further 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 a total of \$800.

On MOTION by Ms. Schwenk, seconded by Mr. Marone, with all in favor, the Check Register for \$800, was approved.

ii. Balance Sheet and Income Statement

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

iii. Ratification of Summary of Series 2020 (AA1) Requisitions #47 to #54

Ms. Burns stated the Series 2020 AA1 requisitions #47 through #54 had been approved and needed ratifying. The Board had no questions.

On MOTION by Ms. Schwenk, seconded by Mr. Cassidy, with all in favor, the Series 2020 (AA1) Requisitions #47 to #54, were ratified.

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.

On MOTION by Ms. Schwenk seconded by Mr. Marone, with all in favor, the meeting was adjourned.

Secretary/Assistant Secretary

Chairman/Vice Chairman

SECTION IV



STRAUGHN & TURNER, P.A.

ATTORNEYS AND COUNSELORS AT LAW

RICHARD E. STRAUGHN

MARK G. TURNER

*DOUGLAS A. LOCKWOOD, III

MARK W. MANGEN

*BOARD CERTIFIED IN CIVIL TRIAL LAW

JACK STRAUGHN
(1925-2000)

April 29, 2021

Forest Lake Community Development District
219 East Livingston Street
Orlando, FL 32801
Attn: Jill Burns

Re: Forest Lake CDD (Forest Lake Phase 1)

Gentlemen:

Pursuant to Florida Statute 177.041, I have completed a title search of the following described property situated in Polk County, Florida:

See Exhibit "A" attached hereto and made a part hereof for legal description

In my legal opinion, marketable fee simple title is vested in JMBI Real Estate, LLC, a Florida limited liability company by Special Warranty Deeds recorded in O.R. Book 10800, Page 1940; O.R. Book 11321, Page 1228, O.R. Book 11314, Page 1884, O.R. Book 11313, Page 2043, O.R. Book 11313, Page 2057, O.R. Book 11313, Page 2059, O.R. Book 11313, Page 2062, O.R. Book 11313, Page 2075, O.R. Book 11314, Page 1578, Public Records of Polk County, Florida.

This search does not cover matters other than those recorded in the public records of Polk County. The effective dates of this search are from the earliest public records through and including April 28, 2021, at 11:00 pm.

The only liens, easements, judgments, mortgages and other encumbrances on the property are listed below:

1. Mortgage to D.R. Horton, Inc., mortgagee(s), recorded in O.R. Book 11371, Page 1400, together with Modification recorded in O.R. Book 11419, Page 516, Public Records of Polk County, Florida.
2. Mortgage to Pulte Home Company, LLC, mortgagee(s), recorded in O.R. Book 11347, Page 798, Public Records of Polk County, Florida.
3. Mortgage to Richmond American Homes of Florida, LP, mortgagee(s), recorded in O.R. Book 11364, Page 419, Public Records of Polk County, Florida
4. All matters contained on the Plat of Forest Lake Phase 1, as recorded in Plat Book 183, Page

255 MAGNOLIA AVENUE SW • WINTER HAVEN, FLORIDA 33880-2902 • TELEPHONE: (863) 293-1184 • FAX: (863) 293-3051
MAILING ADDRESS: POST OFFICE BOX 2295 • WINTER HAVEN, FLORIDA 33883-2295

Established in 1950
<http://www.straughnturner.com>

17, Public Records of Polk County, Florida.

5. Notice of Establishment of the Forest Lake Community Development District recorded in O.R. Book 11081, Page 692, together with Notice of Special Assessments and Government Lien of Record recorded in O.R. Book 11127, Page 1777, Final Judgment Validating Forest Lake Community Development District Special Assessments Bonds recorded in O.R. Book 11164, Page 895, Agreement By and Between the Forest Lake Community Development District and JMIBI Real Estate, LLC Regarding True-Up as to Assessment Area One Special Assessments, Series 2020 recorded in O.R. Book 11398, Page 93, Collateral Assignment and Assumption of Development Rights Relating to the Assessment Area One Project recorded in O.R. Book 11398, Page 131, Declaration of Consent to Jurisdiction of Forest Lake Community Development District and to Imposition of Special Assessments recorded in O.R. Book 11398, Page 143, Notice of Lien of Special Assessments for Special Assessment Bonds, Series 2020 recorded in O.R. Book 11409, Page 649, and Disclosure of Public Financing and Maintenance of Improvements to Real Property Undertaken by the Forest Lake Community Development District recorded in O.R. Book 11444, Page 123, Public Records of Polk County, Florida.
6. City of Haines City Water and Wastewater System Standard Developer's Service Agreement recorded in O.R. Book 11456, Page 1571, Public Records of Polk County, Florida.
7. Temporary Construction and Access Easement Agreement recorded in O.R. Book 11373, Page 100, Public Records of Polk County, Florida.
8. Ordinance No. 20-1704 recorded in O.R. Book 11425, Page 818, Public Records of Polk County, Florida.
9. Any lien or claim of lien for services, labor or materials which may take priority over the estate or interest insured by reason of that certain Notice of Commencement recorded September 15, 2020, under O.R. Book 11375, Page 116, Public Records of Polk County, Florida.
10. Any lien or claim of lien for services, labor or materials which may take priority over the estate or interest insured by reason of that certain Notice of Commencement recorded November 24, 2020, under O.R. Book 11467, Page 190, Public Records of Polk County, Florida.
11. Any lien or claim of lien for services, labor or materials which may take priority over the estate or interest insured by reason of that certain Notice of Commencement recorded March 18, 2021, under O.R. Book 11627, Page 392, Public Records of Polk County, Florida.

Sincerely,
STRAUGHN & TURNER, P. A.



Mark W. Mangen

Exhibit "A"

Tracts A, B, D, E, F, G and H, FOREST LAKE PHASE 1, according to the map or plat thereof as recorded in Plat Book 183, Page 17, Public Records of Polk County, Florida.

INSTR # 2021090715
BK 183 Pgs 17-21 Pg(s) 5
RECORDED 04/09/2021 12:47:07 PM
STACY M. BUTTERFIELD, CLERK OF COURT
POLK COUNTY
RECORDING FEES \$90.00
RECORDED BY tamrday1

Plat Name: Forest Lake Phase 1

Section 5 & 32
Township 26 & 27 South
Range 27 East

STATE OF FLORIDA
COUNTY OF POLK

FILED FOR RECORD this 9th day of April, 2021

Recorded in Plat Book: 183

Page(s) ----- 17-21

Record verified 4/9/2021

Stacy M. Butterfield
Clerk of Circuit Court

By: *Jennifer Lejdinger*
Jennifer Lejdinger
Deputy Clerk



R-Support Services

③ PCP - EQUIVALENT CONTROL POINT - SET PER MAIL & DISK
 TOP LB-6166 - UNLESS OTHERWISE NOTED
 PPM - PERMANENT REFERENCE MONUMENT - SET 4" x 4" x 4"
 CONCRETE MONUMENT AND ONE "PPM LB-9126"
 □ FCM - FOUND CONCRETE MONUMENT AS NOTED
 □ P - FOUND IRON ROD AS NOTED
 □ PP - FOUND IRON PIPE AS NOTED
 ▲ PMS - FOUND METAL ROD SHANK AS NOTED
 ▲ PFM - FOUND PER MAIL AND DISK AS NOTED
 * COME - SEE COUNTRY DATA
 * - - - - -

FEM = FIELDER, DIFFERENT MANAGEMENT, ASYNT.
 FEM = FIELDER, DIFFERENT MANAGEMENT, SYNT.
 (7) = INFORMATION AS RECORDED BY FIELD MEASUREMENTS
 (8) = INFORMATION AS RECORDED BY FIELD MEASUREMENTS
 (CALC) = INFORMATION CALCULATED FROM FIELD MEASUREMENTS
 W/W = RIGHT-OF-WAY
 CONC. = CONCRETE
 D.O. = CENTRAL ANGLE (DEG.)
 L = LINE LENGTH
 A = ARC LENGTH
 T = TANGENT LENGTH
 CH = CHORD DISTANCE
 CHS = CHORD BEARS
 S = MORE OR LESS + PLUS OR MINUS
 NAT = NAT. AND DIST.
 UT = UTM GRID

TRACT USAGE TABLE

[illegible]

MC:

THIS PLAT AS RECORDED IN ITS GRAPHIC FORM IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

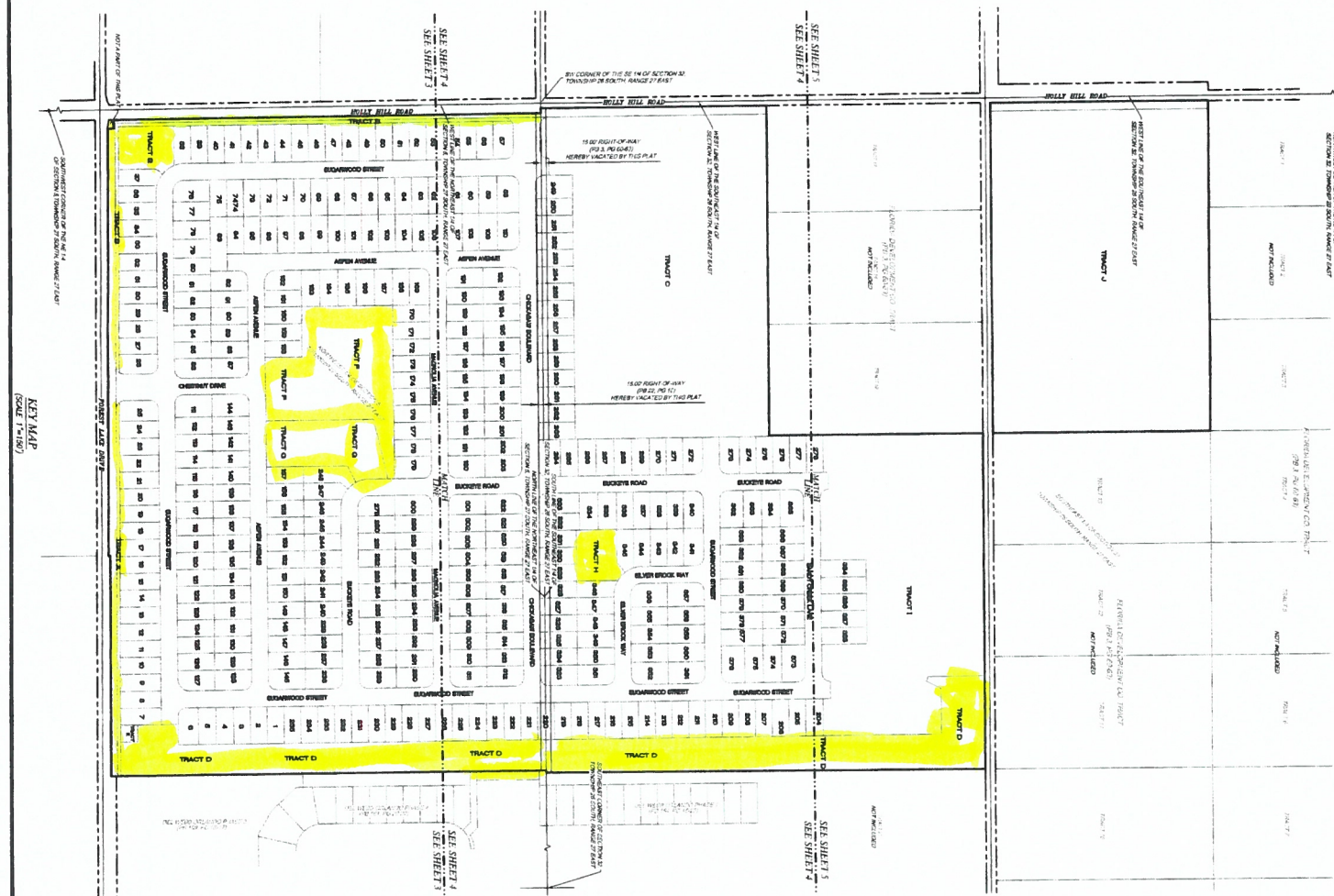
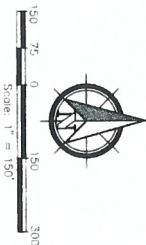
A REPLAT OF TRACTS 1, 2, 3, 4, 5, 6, 11, 12, 13, 14, 15, AND 16, AND THE 15 FEET PLATTED RIGHT-OF-WAY NORTH OF TRACTS 1, 2, 3, 4, 5 AND 6, HOLLYHILL GROVE AND PINE CO. SUBDIVISION, IN THE NORTHEAST 1/4 OF SECTION 05, TOWNSHIP 22 SOUTH, RANGE 27 EAST, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 22, PAGE 10, PUBLIC RECORDS OF POLK COUNTY, FLORIDA

AND

A REPLAT OF TRACTS 14, 15, 16, 20, 21, 22, 23, 28, 29, 30, 31 AND 32, AND THE 30 FOOT PLATTED RIGHT-OF-WAY SOUTH OF TRACTS 27, 28, 29, 30, 31, 32, 21, 22, 23, 28, 29, 30, 31 AND 32, TOWNSHIP 28 SOUTH, RANGE 27 EAST, 30, 31, 32, FLORIDA DEVELOPMENT CO. TRACT, IN THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 28 SOUTH, RANGE 27 EAST, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 3, PAGE 60, PUBLIC RECORDS OF POLK COUNTY, FLORIDA

CITY OF DAINWORTH, POLK COUNTY, FLORIDA

PLAT BOOK 183 PAGE 18
SHEET 2 OF 5



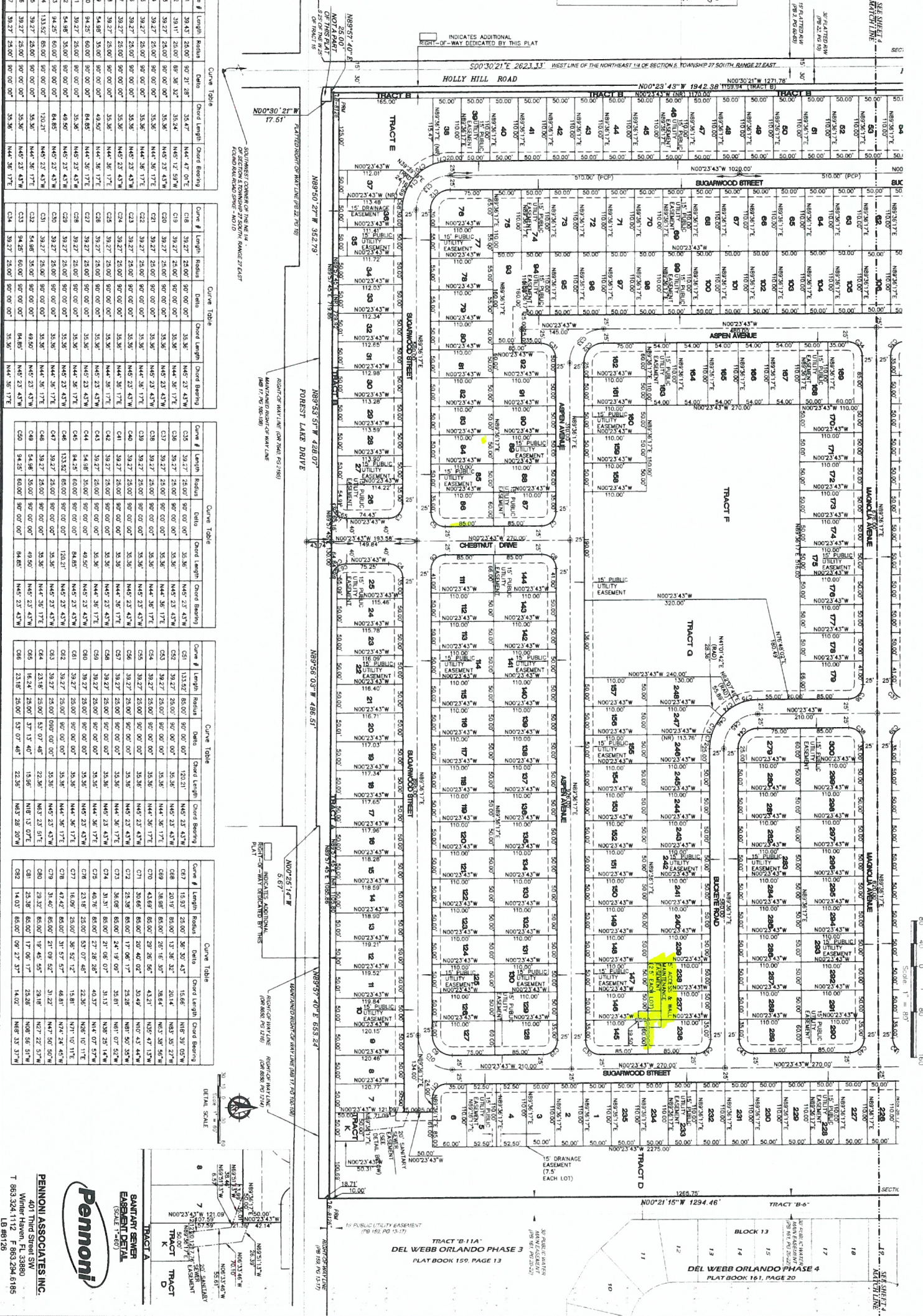
KEY MAP
(SCALE 1"=150)

PENNONI ASSOCIATES INC.
401 Third Street SW
Winter Haven, FL 33880
T 863.324.1112 F 863.294.6185
LB #8126

- **TRACTS A AND B ARE BUILT / OPEN SPACE, AND ALL WETLANDS/SCIENCE SENSITIVE TO BE OWNED BY THE STATE OF CALIFORNIA FOR THE COMMUNITY DEVELOPMENT DISTRICT.**
- **TRACTS C AND J ARE FOR JUDICIAL DEVELOPMENT TO BE OWNED AND MAINTAINED BY JUDICIAL DISTRICT, I.E.**
- **TRACTS D AND I ARE OPEN SPACE, BOUNDARY TO BE OWNED BY THE STATE OF CALIFORNIA AND MAINTAINED BY FOREST LAND COMMUNITY DEVELOPMENT DISTRICT.**
- **TRACT E IS A PUBLIC UTILITY EASEMENT, OPEN SPACE, AND BOUNDARY TO BE OWNED AND MAINTAINED BY FOREST LAND COMMUNITY DEVELOPMENT DISTRICT.**
- **TRACT F IS AN OPEN SPACE AND RECREATION FOREST LAND COMMUNITY DEVELOPMENT DISTRICT.**
- **TRACTS K IS A LEFT STRIP, SLOPE TO BE OWNED AND MAINTAINED BY THE CITY OF WAHNE CITY, I.E.**

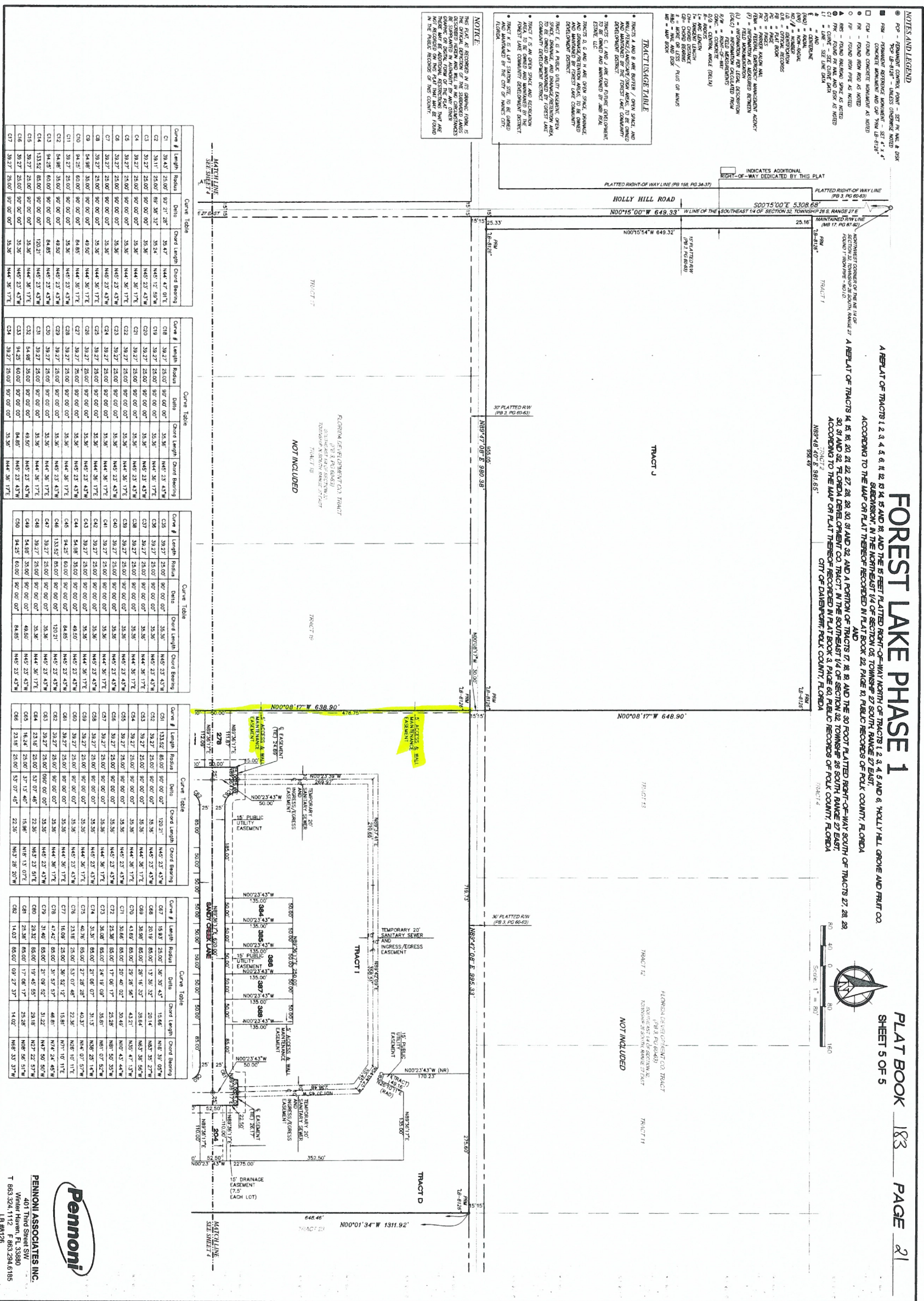
PLAT BOOK 183 PAGE 19
SHEET 3 OF 5

SHEET 3 OF 5



Core #	Length	Radius	Dens	Core Angle	Core Length	Core Bearing
037	15.43	20.00	30.30° 4.5°		15.66	N16.39° 05.0°
038	20.49	15.00	11.36° 32°		20.14	N43.35° 23.0°
039	26.85	15.00	26.16° 30°		26.64	N55.38° 56.0°
070	35.65	15.00	22.26° 36°		43.21	N25.47° 4.0°
071	40.68	15.00	20.42° 42°		53.49	N07.43° 44.0°
072	25.85	15.00	17.06° 19°		25.26	N07.50° 35.0°
073	25.85	15.00	21.06° 19°		35.81	N07.52° 35.0°
074	31.11	15.00	21.06° 19°		41.13	N48.25° 14.0°
075	40.36	15.00	27.06° 28°		51.57	N48.25° 14.0°
076	22.18	22.00	53.07° 48°		42.35	N26.10° 11.0°
077	16.05	22.00	36.52° 12°		15.81	N47.16° 45.0°
078	14.62	15.00	31.57° 47°		16.81	N47.16° 45.0°
079	31.42	15.00	27.09° 42°		31.22	N47.16° 45.0°
080	23.82	15.00	19.45° 45°		29.18	N27.52° 31.0°
081	23.82	15.00	17.06° 19°		28.26	N07.52° 35.0°
082	14.03	15.00	09.27° 37°		14.02	N39.33° 31.0°

Pennoni Associates Inc.
401 Third Street SW
Winter Haven, FL 33890
T 863 324-1112 F 863 324-6156
T 863 324-1112 T 863 324-6156



This instrument prepared by:
Mark Mangen, Esq.
STRAUGHN & TURNER, P.A.
255 Magnolia Ave SW
Winter Haven, Florida 33880

RELEASE AND TERMINATION OF EASEMENTS

WHEREAS, by that certain Forest Lake Phase 1 Plat recorded April 9, 2021 in Plat Book 183, Pages 17 through 21, inclusive (the "Plat"), FOREST LAKE COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, was granted easements over and across lands owned by the respective grantors of said easements and further described in "**Exhibit A**" (the "Easements").

WHEREAS, the Easements are no longer in use and the undersigned wish to release and terminate the Easements and to release the property described in Exhibit A from the encumbrance of the Easements.

NOW THEREFORE, the undersigned hereby terminates said Easements and releases and remises all rights, privileges, title, interest and claim in and to the Easements and releases the property described in Exhibit A from the encumbrance of the Easements.

This termination shall be effective as of the date of recording of this instrument.

[Signatures appear on separate signature pages]

FOREST LAKE COMMUNITY
DEVELOPMENT DISTRICT, a local unit
of special-purpose government established
pursuant to Chapter 190, Florida Statutes

Signature of Witness

Printed Name of Witness

Signature of Witness

Printed Name of Witness

By:

Its:

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of ☐ physical
presence or ☐ online notarization, this ____ day of _____, 2021, by
_____ s _____ of
FOREST LAKE COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose
government established pursuant to Chapter 190, Florida Statutes, on behalf of the Community
Development District, ☐ who is personally known to me or ☐ who produced
_____ as identification.

(seal)

Notary Public

Printed Name: _____

FOREST LAKE
WALL EASEMENT
LEGAL DESCRIPTION

ALL OF THAT CERTAIN PLATTED "5' ACCESS AND WALL MAINTENANCE EASEMENT" OVER AND ACROSS LOT 311 AND LOT 312, AS DEPICTED ON THE PLAT OF "FOREST LAKE PHASE 1", AS RECORDED IN PLAT BOOK 183, PAGES 17 TO 21 (INCLUSIVE), OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

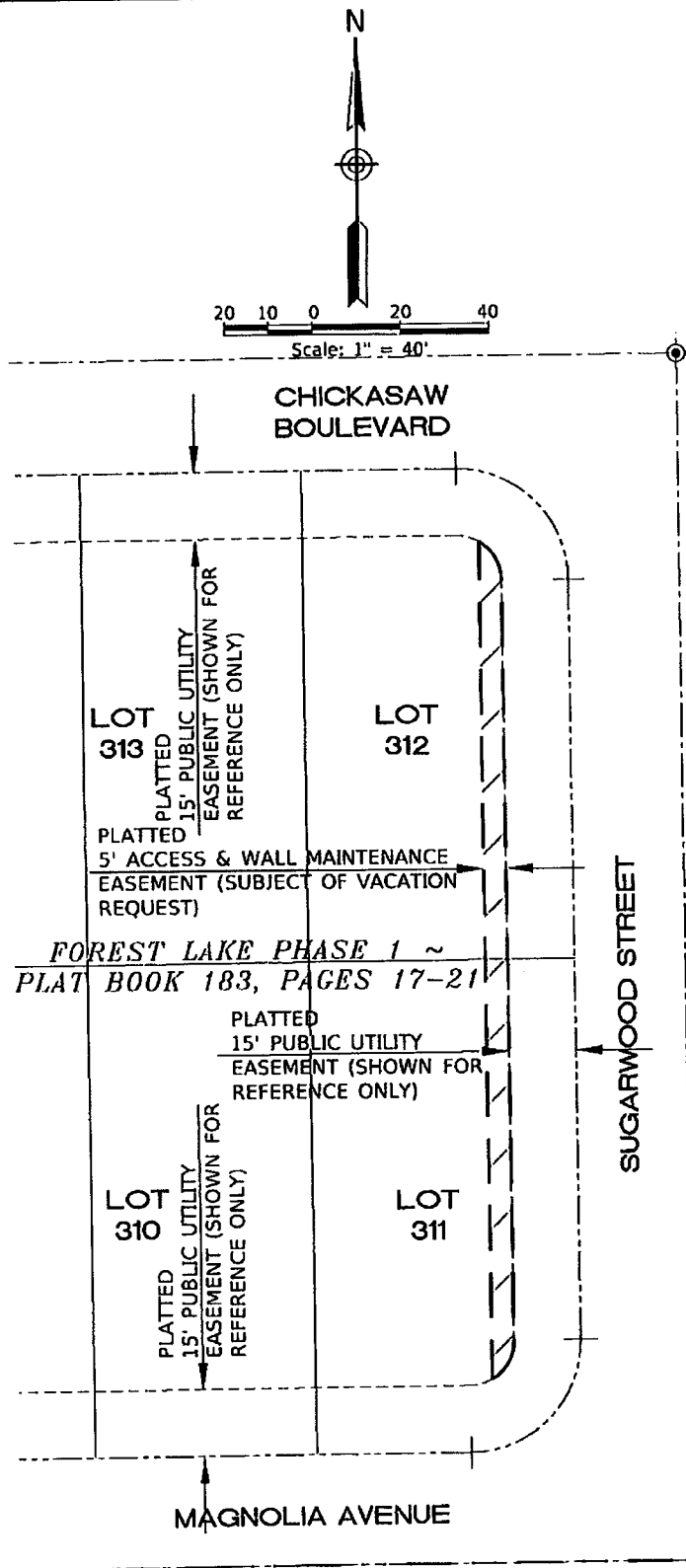


1925 BARTOW ROAD • LAKELAND, FL 33801
OFFICE: (863) 940-2040 • FAX: (863) 940-2044 • CELL: (863) 662-0018
EMAIL: INFO@WOODCIVIL.COM
CERTIFICATE OF AUTHORIZATION NO. 32508

EXHIBIT A

LEGAL DESCRIPTION
(NOT A SURVEY)

EXHIBIT A CONSISTS OF TWO (2) PAGES,
AND IS NOT COMPLETE WITHOUT ALL PAGES



1925 BARTOW ROAD • LAKELAND, FL 33801
OFFICE: (863) 940-2040 • FAX: (863) 940-2044 • CELL: (863) 662-0018
EMAIL: INFO@WOODCIVIL.COM
CERTIFICATE OF AUTHORIZATION NO. 32508

EXHIBIT A

SKETCH TO ACCOMPANY LEGAL DESCRIPTION (NOT A SURVEY)

EXHIBIT A CONSISTS OF TWO (2) PAGES,
AND IS NOT COMPLETE WITHOUT ALL PAGES

FOREST LAKE
WALL EASEMENT
LEGAL DESCRIPTION

ALL OF THAT CERTAIN PLATTED "5' ACCESS AND WALL MAINTENANCE EASEMENT" OVER AND ACROSS LOT 323 AND LOT 351, AS DEPICTED ON THE PLAT OF "FOREST LAKE PHASE 1", AS RECORDED IN PLAT BOOK 183, PAGES 17 TO 21 (INCLUSIVE), OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

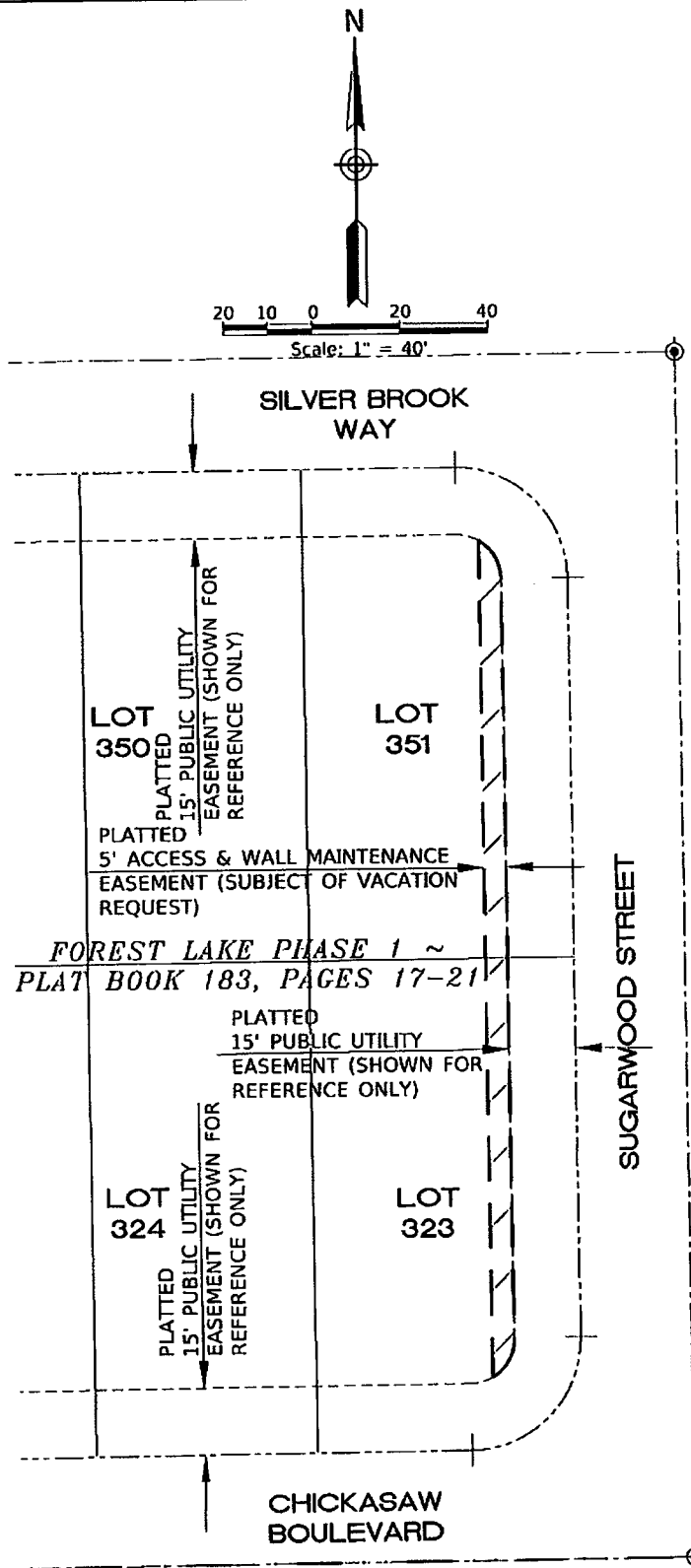


1925 BARTOW ROAD • LAKE LAKE, FL 33801
OFFICE: (863) 940-2040 • FAX: (863) 940-2044 • CELL: (863) 662-0018
EMAIL: INFO@WOODCIVIL.COM
CERTIFICATE OF AUTHORIZATION NO. 32508

EXHIBIT A

LEGAL DESCRIPTION
(NOT A SURVEY)

EXHIBIT A CONSISTS OF TWO (2) PAGES,
AND IS NOT COMPLETE WITHOUT ALL PAGES



1925 BARTOW ROAD • LAKELAND, FL 33801
 OFFICE: (863) 940-2040 • FAX: (863) 940-2044 • CELL: (863) 662-0018
 EMAIL: INFO@WOODCIVIL.COM
 CERTIFICATE OF AUTHORIZATION NO. 32508

EXHIBIT A

SKETCH TO ACCOMPANY LEGAL DESCRIPTION (NOT A SURVEY)

EXHIBIT A CONSISTS OF TWO (2) PAGES,
 AND IS NOT COMPLETE WITHOUT ALL PAGES

PREPARED BY AND RETURN TO:

Michelle K. Rigoni, Esquire
HOPPING GREEN & SAMS, P.A.
119 South Monroe Street, Suite 300
Tallahassee, Florida 32301

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is executed as of this _____ day of _____, 2021, by **JMBI REAL ESTATE, LLC**, a Florida limited liability company, with a mailing address of 346 E. Central Avenue, Winter Haven, Florida 33880 (hereinafter called the “grantor”), in favor of **FOREST LAKE COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government, with a mailing address of 219 East Livingston Street, Orlando, Florida 32801 (hereinafter called the “grantee”).

[Wherever used herein, the terms “grantor” and “grantee” shall include the singular and plural, heirs, legal representatives, successors and assigns of individuals, and the successors and assigns of corporations, as the context requires.]

WITNESSETH:

That the grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Polk County, Florida, further described as:

Tracts A, B D, E, F, G and H of FOREST LAKE PHASE 1, according to the map or plat thereof as recorded in Plat Book 183, Pages 17-21, inclusive, of the Public Records of Polk County, Florida.

Subject to restrictions, covenants, conditions and easements, of record; however, reference hereto shall not be deemed to reimpose same.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; and hereby warrants the title to said land and will defend the same against the lawful claims of all persons or entities whomsoever claiming by, through or under grantor.

Grantor represents that grantor has complied with the requirements of Section 196.295, Florida Statutes.

[Signature pages follow]

Note to Recorder: This deed conveys unencumbered property to a local unit of special-purpose government for no taxable consideration. Accordingly, pursuant to Rule 12B-4.014, F.A.C., only minimal documentary stamp tax is being paid hereon.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the day and year first written above.

GRANTOR:

Signed, sealed and delivered
in the presence of:

JMBI REAL ESTATE, LLC
a Florida limited liability company

Print Name: _____

By: Jack M. Berry, III
Its: Manager

Print Name: _____

STATE OF FLORIDA

COUNTY OF _____

SWORN TO AND SUBSCRIBED before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2021 by Jack M. Berry, III, as Manager of JMBI Real Estate, LLC, a Florida limited liability company, on behalf of company.

[notary seal]

(Official Notary Signature)
Name: _____
Personally Known _____
OR Produced Identification _____
Type of Identification _____

ACCEPTANCE BY GRANTEE

By execution of this Special Warranty Deed, Grantee does hereby accept this conveyance, subject to the foregoing covenants, conditions, and restrictions, and agrees that it and the Property are subject to all matters hereinabove set forth. Grantee further agrees to comply with all terms, covenants, conditions, and restrictions provided in this Special Warranty Deed.

Dated this ____ day of _____, 2021.

Signed, sealed and delivered
in the presence of:

Witnesses:

**FOREST LAKE COMMUNITY
DEVELOPMENT DISTRICT**, a local unit of
special-purpose government established under
Chapter 190 of the Florida Statutes

Name: _____

By: _____
Chairperson
Board of Supervisors

Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2021, by Warren K. (Rennie) Heath, II, as Chairperson of the Board of Supervisors of the Forest Lake Community Development District.

[notary seal]

(Official Notary Signature)
Name: _____
Personally Known _____
OR Produced Identification _____
Type of Identification _____

OWNER'S AFFIDAVIT

STATE OF _____
COUNTY OF _____

BEFORE ME, the undersigned authority, personally appeared Jack M. Berry, III ("Affiant") as Manager of JMBI Real Estate, LLC, a Florida limited liability company (the "Company" or "Owner"), with a principal address of 346 East Central Avenue, Winter Haven, Florida 33880, who after first being duly sworn deposes and states as follows:

1. That Affiant knows of his own knowledge that JMBI REAL ESTATE, LLC is the owner of the fee simple title in and to certain lands located in Polk County, Florida described as follows:

Tracts A, B D, E, F, G and H of FOREST LAKE PHASE 1,
according to the map or plat thereof as recorded in Plat Book 183,
Pages 17-21, inclusive, of the Public Records of Polk County,
Florida.

2. That the above described land together with all improvements thereon ("Property") is free and clear of all liens, taxes, encumbrances and claims of every kind, nature and description whatsoever.

3. Affiant knows of no facts by reason of which the title to, or possession of, the Property might be disputed or questioned, or by reason of which any claim to any part of the Property might be asserted adversely.

4. That there are no mechanic's or materialman's or laborer's liens against the above described Property, nor any part thereof, and that no contractor, subcontractor, laborer or materialman, engineer, land engineer, or surveyor has any lien against said Property, or any part thereof.

5. That within the past ninety (90) days, the Owner has not made any improvements, alterations or repairs to the above described Property for which costs thereof remain unpaid, and that within the past ninety (90) days there have been no claims for labor or material furnished for repairing or improving the same at the instance of the Owner which remain unpaid.

6. That no proceedings in bankruptcy or receivership have ever been instituted by or against the Owner, nor has Owner ever made an assignment for the benefit of its creditors.

7. Affiant knows of no action or proceeding relating to the Property, which is now pending in any state or federal court in the United States affecting the Property, nor does Affiant know of any state or federal judgment or any federal lien of any kind or nature that now constitutes a lien or charge upon the Property.

8. Affiant knows of no unrecorded easements, liens, or assessments for sanitary sewers, streets, roadways, paving, other public utilities or improvements against the Property, nor are there any special assessments or taxes which are not shown as existing liens by the public records.

9. Affiant further states that he is familiar with the nature of an oath and with the penalties as provided by the laws of the State of Florida for falsely swearing to statements made in an instrument of this nature. Affiant further certifies that he has read the full facts set forth in this Affidavit and understands its content and context to be correct in all respects.

FURTHER AFFIANT SAYETH NOT.

By: _____
Jack M. Berry, III
Manager, JMBI Real Estate, LLC

Date: _____

SWORN TO AND SUBSCRIBED before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2021 by Jack M. Berry, III, as Manager of JMBI Real Estate, LLC, a Florida limited liability company, on behalf of company.

[notary seal]

(Official Notary Signature)
Name: _____
Personally Known _____
OR Produced Identification _____
Type of Identification _____

PREPARED BY AND RETURN TO:
Michelle K. Rigoni, Esquire
HOPPING GREEN & SAMS, P.A.
119 South Monroe Street, Suite 300
Tallahassee, Florida 32301

**LIMITED LIABILITY COMPANY
AFFIDAVIT FOR DEED**

STATE OF _____
COUNTY OF _____

I, Jack M. Berry, III ("Affiant"), on being duly sworn, state:

1. I am the Manager of JMBI Real Estate, LLC, a Florida limited liability company (collectively, the "Company").
2. The management of the Company is vested in Affiant.
3. There has been no dissolution of the Company resulting from transfers of interests in the Company or otherwise. The Company has never been a debtor in a bankruptcy proceeding.
4. On behalf of the Company, I am authorized to transfer, convey, exchange, assign, mortgage or otherwise deal with or dispose of the property more particularly described on the attached **Exhibit A** (the "Property") or any interests therein.
5. On behalf of the Company, I am authorized to execute, acknowledge and deliver instruments of any kind that are necessary, convenient or incidental to the transfer of any interest in real property owned or controlled by the Company.
6. On behalf of the Company, I acknowledge this affidavit may be relied upon by the Forest Lake Community Development District (the "District") for the purpose of acquiring the Property and specifically consent to such reliance by the District.

Affiant

SWORN TO AND SUBSCRIBED before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2021 by Jack M. Berry, III, as Manager of JMBI Real Estate, LLC, a Florida limited liability company, on behalf of company.

[notary seal]

(Official Notary Signature)

Name: _____
Personally Known _____
OR Produced Identification _____
Type of Identification _____

Exhibit A
LEGAL DESCRIPTION OF PROPERTY

Tracts A, B D, E, F, G and H of FOREST LAKE PHASE 1, according to the map or plat thereof as recorded in Plat Book 183, Pages 17-21, inclusive, of the Public Records of Polk County, Florida.

AFFIDAVIT OF NON-FOREIGN STATUS
(FIRPTA)

STATE OF _____
COUNTY OF _____

BEFORE ME, the undersigned authority, personally appeared Jack M. Berry, III ("Affiant") who after first being duly sworn deposes and states as follows:

1. That Affiant understands and acknowledges that the United States Foreign Investment in Real Property Tax Act, as amended by the Tax Reform Act of 1984 (Section 1445 of the Internal Revenue Code) provides that a transferee (buyer) of a United States real property interest (as defined in Section 897(c) of the Internal Revenue Code) must withhold tax if the transferor is a foreign person.

2. That Affiant is Manager of JMBI Real Estate, LLC (the "**Seller**"), which Seller may be the owner of a United States real property interest (the "**Property**").

3. That Seller is not a foreign person (as that term is defined in the Internal Revenue Code and Income Tax Regulations).

4. The Seller's address and United States taxpayer identifying number are as follows:

Tax ID No.: _____
_____ [address associated with Tax ID]

5. Affiant understands that this affidavit may be disclosed to the Internal Revenue Service and that any false statement made herein could be punished by fine, imprisonment, or both.

6. Under penalties of perjury, Affiant declares that he or she has examined the affidavit, and to the best of his knowledge and belief, it is true, correct, and complete.

FURTHER AFFIANT SAYETH NOT.

By: _____
Jack M. Berry, III
Manager, JMBI Real Estate, LLC

Date: _____

SWORN TO AND SUBSCRIBED before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2021 by Jack M. Berry, III, as Manager of JMBI Real Estate, LLC, a Florida limited liability company, on behalf of company.

[notary seal]

(Official Notary Signature)
Name: _____
Personally Known _____
OR Produced Identification _____
Type of Identification _____

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that **JMBI REAL ESTATE, LLC**, a Florida limited liability company, with a mailing address of 346 E. Central Avenue, Winter Haven, Florida 33880 (the “**Seller**”), and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, to it paid by the **FOREST LAKE COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government organized under Chapter 190, Florida Statutes, with a mailing address of c/o Governmental Management Services – Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801 (the “**District**”), the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer, and deliver unto the District, its successors and assigns, the following described property, assets and rights, to-wit:

Tracts A, B D, E, F, G and H of FOREST LAKE PHASE 1, according to the map or plat thereof as recorded in Plat Book 183, Pages 17-21, inclusive, of the Public Records of Polk County, Florida.

TO HAVE AND TO HOLD all of the foregoing unto the District, its successors and assigns, for its own use forever, free and clear and discharged of and from any and all obligations, claims or liens.

AND the Seller does hereby covenant to and with the District, its successors and assigns, that it is the lawful owner of the above-described real property and assets; that said real property and assets are free from all liens and encumbrances; that Seller has good right to sell said real property and assets; that all contractors, subcontractors and materialmen furnishing labor or materials relative to the construction of the real property and assets have been paid in full; and that Seller will warrant and defend the sale of its said real property and assets hereby made, unto the District, its successors and assigns, against the lawful claims and demands of all persons whosoever.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Seller has caused this Bill of Sale to be executed as of the day and year first written above.

SELLER:

Signed, sealed and delivered
in the presence of:

JMBI REAL ESTATE, LLC
a Florida limited liability company

Print Name: _____

By: Jack M. Berry, III
Its: Manager

Print Name: _____

STATE OF FLORIDA

COUNTY OF _____

SWORN TO AND SUBSCRIBED before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2021 by Jack M. Berry, III, as Manager of JMBI Real Estate, LLC, a Florida limited liability company, on behalf of company.

[notary seal]

(Official Notary Signature)

Name: _____
Personally Known _____
OR Produced Identification _____
Type of Identification _____

Prepared by and return to:
Michelle K. Rigoni, Esq.
Hopping Green & Sams, P.A.
119 South Monroe Street, Suite 300
Tallahassee, FL 32301

PARTIAL RELEASE OF MORTGAGE AND SECURITY AGREEMENT

MORTGAGOR: JMBI REAL ESTATE, LLC, a Florida limited liability company

MORTGAGEE: D.R. HORTON, INC., a Delaware corporation

This Partial Release of Mortgage and Security Agreement ("Partial Release") executed and given this day and year set forth below by the undersigned, who is the owner and holder of the mortgage and promissory note secured thereby.

RECITALS:

A. JMBI Real Estate, LLC, a Florida limited liability company (herein referred to as the "Mortgagor"), by a Mortgage and Security Agreement, dated September 9, 2020, and recorded in Official Records Book 11371, Page 1400, of the Public Records of Polk County, Florida, as amended by that Modification of Mortgage and Security Agreement, dated October 2, 2020, and recorded in Official Records Book 11419, Page 0516, of the Public Records of Polk County Florida (together, hereinafter referred to as the "Mortgage") granted to D.R. Horton, Inc., a Delaware corporation (herein referred to as the "Mortgagee"), and its successors and assigns, a lien and security interest in and to the real and personal property (herein "Mortgaged Premises") therein more particularly described.

B. The Mortgagor has requested the Mortgagee to release the premises hereinafter described, being part of said Mortgaged Premises, from the lien and operation of said Mortgage.

NOW THEREFORE, in consideration of the premises and of the sum of Ten Dollars (\$10.00), to it in hand paid by, or on behalf of, the Mortgagor at the time of the execution hereof, the receipt whereof is hereby acknowledged, the Mortgagee hereby agrees and directs as follows:

- (1) The above Recitals are true and correct and are incorporated herein by reference.
- (2) That certain portion of the Mortgaged Premises encumbered by said Mortgage, more particularly described below (herein "Released Property") is hereby released, exonerated and discharged from the lien and operation of said Mortgage:

See Exhibit A attached hereto and incorporated by reference.

(3) Nothing herein contained shall in anywise impair, alter or diminish the effect, lien or encumbrance of the aforesaid Mortgage on the remaining part of said Mortgaged Premises, not hereby released therefrom, or any of the rights and remedies of the holder of the Mortgage.

IN WITNESS WHEREOF, the said Mortgagee has hereunto set its hand and seal this _____ day of _____, 2021.

D.R. HORTON, INC., a Delaware corporation

Printed Name: _____
Witness

By: _____
Print Name: _____
As its: _____

Printed Name: _____
Witness

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐

online notarization, this _____ day of _____, 2021, by _____, as
_____ of D.R. Horton, Inc., a Delaware corporation.

[notary seal]

(Official Notary Signature)
Name: _____
Personally Known _____
OR Produced Identification _____
Type of Identification _____

Exhibit A

Tracts A, B D, E, F, G and H of FOREST LAKE PHASE 1, according to the map or plat thereof as recorded in Plat Book 183, Pages 17-21, inclusive, of the Public Records of Polk County, Florida.

Prepared by and return to:
Michelle K. Rigoni, Esq.
Hopping Green & Sams, P.A.
119 South Monroe Street, Suite 300
Tallahassee, FL 32301

PARTIAL RELEASE OF MORTGAGE AND SECURITY AGREEMENT

MORTGAGOR: JMBI REAL ESTATE, LLC, a Florida limited liability company

MORTGAGEE: PULTE HOME COMPANY, LLC, a Michigan limited liability company

This Partial Release of Mortgage and Security Agreement ("Partial Release") executed and given this day and year set forth below by the undersigned, who is the owner and holder of the mortgage and promissory note secured thereby.

RECITALS:

A. JMBI Real Estate, LLC, a Florida limited liability company (herein referred to as the "Mortgagor"), by a Mortgage and Security Agreement, dated August 17, 2020, and recorded in Official Records Book 11347, Page 0798, of the Public Records of Polk County, Florida (hereinafter, the "Mortgage") granted to Pulte Home Company, LLC, a Michigan limited liability company (herein referred to as the "Mortgagee"), and its successors and assigns, a lien and security interest in and to the real and personal property (herein "Mortgaged Premises") therein more particularly described.

B. The Mortgagor has requested the Mortgagee to release the premises hereinafter described, being part of said Mortgaged Premises, from the lien and operation of said Mortgage.

NOW THEREFORE, in consideration of the premises and of the sum of Ten Dollars (\$10.00), to it in hand paid by, or on behalf of, the Mortgagor at the time of the execution hereof, the receipt whereof is hereby acknowledged, the Mortgagee hereby agrees and directs as follows:

- (1) The above Recitals are true and correct and are incorporated herein by reference.
- (2) That certain portion of the Mortgaged Premises encumbered by said Mortgage, more particularly described below (herein "Released Property") is hereby released, exonerated and discharged from the lien and operation of said Mortgage:

See Exhibit A attached hereto and incorporated by reference.

(3) Nothing herein contained shall in anywise impair, alter or diminish the effect, lien or encumbrance of the aforesaid Mortgage on the remaining part of said Mortgaged Premises, not hereby released therefrom, or any of the rights and remedies of the holder of the Mortgage.

IN WITNESS WHEREOF, the said Mortgagee has hereunto set its hand and seal this _____ day of _____, 2021.

PULTE HOME COMPANY, LLC, a
Michigan limited liability company

Printed Name: _____
Witness

By: _____
Print Name: _____
As its: _____

Printed Name: _____
Witness

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐

online notarization, this _____ day of _____, 2021, by _____, as
_____ of Pulte Home Company, LLC, a Michigan limited liability
company.

[notary seal]

(Official Notary Signature)
Name: _____
Personally Known _____
OR Produced Identification _____
Type of Identification _____

Exhibit A

Tracts A, B D, E, F, G and H of FOREST LAKE PHASE 1, according to the map or plat thereof as recorded in Plat Book 183, Pages 17-21, inclusive, of the Public Records of Polk County, Florida.

Prepared by and return to:
Michelle K. Rigoni, Esq.
Hopping Green & Sams, P.A.
119 South Monroe Street, Suite 300
Tallahassee, FL 32301

PARTIAL RELEASE OF MORTGAGE

MORTGAGOR: JMBI REAL ESTATE, LLC, a Florida limited liability company

MORTGAGEE: RICHMOND AMERICAN HOMES OF FLORIDA, LP, a Colorado limited partnership

This Partial Release of Mortgage ("Partial Release") executed and given this day and year set forth below by the undersigned, who is the owner and holder of the mortgage and promissory note secured thereby.

RECITALS:

A. JMBI Real Estate, LLC, a Florida limited liability company (herein referred to as the "Mortgagor"), by a Mortgage, dated August 20, 2020, and recorded in Official Records Book 11364, Page 0419, of the Public Records of Polk County, Florida (hereinafter, the "Mortgage") granted to Richmond American Homes of Florida, LP, a Colorado limited partnership (herein referred to as the "Mortgagee"), and its successors and assigns, a lien and security interest in and to the real and personal property (herein "Mortgaged Premises") therein more particularly described.

B. The Mortgagor has requested the Mortgagee to release the premises hereinafter described, being part of said Mortgaged Premises, from the lien and operation of said Mortgage.

NOW THEREFORE, in consideration of the premises and of the sum of Ten Dollars (\$10.00), to it in hand paid by, or on behalf of, the Mortgagor at the time of the execution hereof, the receipt whereof is hereby acknowledged, the Mortgagee hereby agrees and directs as follows:

- (1) The above Recitals are true and correct and are incorporated herein by reference.
- (2) That certain portion of the Mortgaged Premises encumbered by said Mortgage, more particularly described below (herein "Released Property") is hereby released, exonerated and discharged from the lien and operation of said Mortgage:

See Exhibit A attached hereto and incorporated by reference.

(3) Nothing herein contained shall in anywise impair, alter or diminish the effect, lien or encumbrance of the aforesaid Mortgage on the remaining part of said Mortgaged Premises, not hereby released therefrom, or any of the rights and remedies of the holder of the Mortgage.

IN WITNESS WHEREOF, the said Mortgagee has hereunto set its hand and seal this _____ day of _____, 2021.

RICHMOND AMERICAN HOMES OF
FLORIDA, LP, a Colorado limited
partnership

Printed Name: _____
Witness

By: _____
Print Name: _____
As its: _____

Printed Name: _____
Witness

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐

online notarization, this _____ day of _____, 2021, by _____, as
_____ of Richmond American Homes of Florida, LP, a Colorado
limited partnership.

[notary seal]

(Official Notary Signature)
Name: _____
Personally Known _____
OR Produced Identification _____
Type of Identification _____

Exhibit A

Tracts A, B D, E, F, G and H of FOREST LAKE PHASE 1, according to the map or plat thereof as recorded in Plat Book 183, Pages 17-21, inclusive, of the Public Records of Polk County, Florida.

This instrument was prepared by and
upon recording should be returned to:

(This space reserved for Clerk)

Michelle K. Rigoni, Esq.
Hopping Green & Sams, P.A.
119 South Monroe Street, Suite 300
Tallahassee, Florida 32301

**NOTICE OF TERMINATION
OF NOTICE OF COMMENCEMENT**

STATE OF FLORIDA
COUNTY OF _____

The undersigned as fee simple Owner, pursuant to Section 713.132, Florida Statutes, terminates the period of effectiveness of that certain Notice of Commencement recorded November 24, 2020, Official Records Book 11467, Page 0190 in the Public Records of Polk County, Florida, and the undersigned further states that the improvements made, being made or to be made pursuant to the aforesaid Notice of Commencement have been completed or have ceased prior to completion, and in accordance with Section 713.132(1)(a), Florida Statutes, the following information is provided in this Notice of Termination:

1. Description of Property:

1300 Holly Hill Rd – FLA DEVELOPMENT CO SUB PB 3 PG 60 TO 63
TRACTS 15 & 16 LESS HWY IN SE 1/4

See also, Instrument # 2020252148

2. General description of improvements:

Construction of modular block retaining walls

3. Owner Information:

JMBI Real Estate, LLC
346 East Central Avenue
Winter Haven, Florida 33880

b. Interest in property:

c. Name and address of fee simple title holder (if other than Owner):

4. Contractor:

Associated Construction Products, Inc.
25352 Wesley Chapel Boulevard
Lutz, Florida 33559

5. Surety:

a. Name and address: N/A

b. Amount of bond: N/A

6. Lender:

N/A

7. Persons within the State of Florida designated by Owner upon whom notices or other documents may be served as provided by Section 713.13(1)(a)7., Florida Statutes: None.

8. Person in addition to Owner designated to receive a copy of the Lienor's Notice as provided in Section 713.13(1)(b), Florida Statutes: None.

9. This Notice of Termination is effective immediately upon this Notice of Termination being recorded in the public records of Polk County, Florida.

10. All lienors under the above-referenced Notice of Commencement have been paid in full.

11. The Owner has, before recordation hereof, served a copy of this Notice of Termination on the Contractor and on each person or entity giving notice to Owner.

12. The Owner has provided an Affidavit given by Associated Construction Products, Inc., dated _____, 2021 evidencing that all lienors have been paid in full, attached hereto as **Exhibit A**.

[Signature page follows]

Executed on this _____ day of _____, 2021.

Signed, sealed and delivered
in the presence of:

JMBI REAL ESTATE, LLC
a Florida limited liability company

Print Name: _____

By: Jack M. Berry, III
Its: Manager

Print Name: _____

STATE OF FLORIDA
COUNTY OF _____

SWORN TO AND SUBSCRIBED before me by means of ☐ physical presence or ☐

online notarization this ____ day of _____, 2021 by Jack M. Berry, III, as Manager of JMBI
Real Estate, LLC, a Florida limited liability company, on behalf of company.

[notary seal]

(Official Notary Signature)
Name: _____
Personally Known _____
OR Produced Identification _____
Type of Identification _____

EXHIBIT A

Contractor's Final Payment Affidavit

BEFORE ME, the undersigned authority, personally appeared _____ ("Affiant"), who, after being first duly sworn, deposes and says of his/her personal knowledge the following:

1. Affiant is the _____ [title] of ASSOCIATED CONSTRUCTION PRODUCTS, INC., which does business in the State of Florida, hereinafter referred to as the "Contractor."
2. Contractor, pursuant to a contract with JMBI REAL ESTATE, LLC, hereinafter referred to as the "Owner," has furnished or caused to be furnished labor, materials and services for the construction of certain improvements to real property as more particularly set forth in said contract.
3. This affidavit is executed by the Contractor in accordance with Section 713.06, Florida Statutes, for the purposes of obtaining final payment from the Owner in the amount of \$_____.
4. All work to be performed under the contract has been fully performed and completed as of the _____ day of _____, 2021, and all lienors under the direct contract have been paid in full.

Signed, sealed and delivered this _____ day of _____, 2021.

ASSOCIATED CONSTRUCTION PRODUCTS, INC.

By: _____
Its: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online

notarization, this _____ day of _____, 2021, by _____,
as _____ for Associated Construction Products, Inc.

[notary seal]

(Official Notary Signature)
Name: _____
Personally Known _____
OR Produced Identification _____
Type of Identification _____

This instrument was prepared by and
upon recording should be returned to:

(This space reserved for Clerk)

Michelle K. Rigoni, Esq.
Hopping Green & Sams, P.A.
119 South Monroe Street, Suite 300
Tallahassee, Florida 32301

**NOTICE OF TERMINATION
OF NOTICE OF COMMENCEMENT**

STATE OF FLORIDA
COUNTY OF _____

The undersigned as fee simple Owner, pursuant to Section 713.132, Florida Statutes, terminates the period of effectiveness of that certain Notice of Commencement recorded March 18, 2021, Official Records Book 11627, Page 0392 in the Public Records of Polk County, Florida, and the undersigned further states that the improvements made, being made or to be made pursuant to the aforesaid Notice of Commencement have been completed or have ceased prior to completion, and in accordance with Section 713.132(1)(a), Florida Statutes, the following information is provided in this Notice of Termination:

1. Description of Property:

Tax Folio No. 272632-709500-020290

See also, Instrument # 2021068876

2. General description of improvements:

Sign walls

3. Owner Information:

Jack M. Berry, III

b. Interest in property:

c. Name and address of fee simple title holder (if other than Owner):

JMBI Real Estate, LLC
346 East Central Avenue
Winter Haven, Florida 33880

4. Contractor:

Florida Wall Concepts, Inc.
1726 West Broadway Street
Oviedo, Florida 32765

5. Surety:

a. Name and address: N/A

b. Amount of bond: N/A

6. Lender:

N/A

7. Persons within the State of Florida designated by Owner upon whom notices or other documents may be served as provided by Section 713.13(1)(a)7., Florida Statutes: None.

8. Person in addition to Owner designated to receive a copy of the Lienor's Notice as provided in Section 713.13(1)(b), Florida Statutes: None.

9. This Notice of Termination is effective immediately upon this Notice of Termination being recorded in the public records of Polk County, Florida.

10. All lienors under the above-referenced Notice of Commencement have been paid in full.

11. The Owner has, before recordation hereof, served a copy of this Notice of Termination on the Contractor and on each person or entity giving notice to Owner.

12. The Owner has provided an Affidavit given by Florida Wall Concepts, Inc., dated _____, 2021 evidencing that all lienors have been paid in full, attached hereto as **Exhibit A.**

[Signature page follows]

Executed on this _____ day of _____, 2021.

Signed, sealed and delivered
in the presence of:

JMBI REAL ESTATE, LLC
a Florida limited liability company

Print Name: _____

By: Jack M. Berry, III
Its: Manager

Print Name: _____

STATE OF FLORIDA
COUNTY OF _____

SWORN TO AND SUBSCRIBED before me by means of ☐ physical presence or ☐

online notarization this ____ day of _____, 2021 by Jack M. Berry, III, as Manager of JMBI
Real Estate, LLC, a Florida limited liability company, on behalf of company.

[notary seal]

(Official Notary Signature)
Name: _____
Personally Known _____
OR Produced Identification _____
Type of Identification _____

EXHIBIT A

Contractor's Final Payment Affidavit

BEFORE ME, the undersigned authority, personally appeared _____ ("Affiant"), who, after being first duly sworn, deposes and says of his/her personal knowledge the following:

1. Affiant is the _____ [title] of FLORIDA WALL CONCEPTS, INC., which does business in the State of Florida, hereinafter referred to as the "Contractor."
2. Contractor, pursuant to a contract with JMBI REAL ESTATE, LLC (MANAGED BY JACK M. BERRY, III), hereinafter referred to as the "Owner," has furnished or caused to be furnished labor, materials and services for the construction of certain improvements to real property as more particularly set forth in said contract.
3. This affidavit is executed by the Contractor in accordance with Section 713.06, Florida Statutes, for the purposes of obtaining final payment from the Owner in the amount of \$ _____.
4. All work to be performed under the contract has been fully performed and completed as of the _____ day of _____, 2021, and all lienors under the direct contract have been paid in full.

Signed, sealed and delivered this _____ day of _____, 2021.

FLORIDA WALL CONCEPTS, INC.

By: _____
Its: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online

notarization, this _____ day of _____, 2021, by _____,
as _____ for Florida Wall Concepts, Inc.

[notary seal]

(Official Notary Signature)
Name: _____
Personally Known _____
OR Produced Identification _____
Type of Identification _____

This instrument was prepared by and
upon recording should be returned to:

(This space reserved for Clerk)

Michelle K. Rigoni, Esq.
Hopping Green & Sams, P.A.
119 South Monroe Street, Suite 300
Tallahassee, Florida 32301

**NOTICE OF TERMINATION
OF NOTICE OF COMMENCEMENT**

STATE OF FLORIDA
COUNTY OF _____

The undersigned as fee simple Owner, pursuant to Section 713.132, Florida Statutes, terminates the period of effectiveness of that certain Notice of Commencement recorded September 15, 2020, Official Records Book 11375, Page 116 in the Public Records of Polk County, Florida, and the undersigned further states that the improvements made, being made or to be made pursuant to the aforesaid Notice of Commencement have been completed or have ceased prior to completion, and in accordance with Section 713.132(1)(a), Florida Statutes, the following information is provided in this Notice of Termination:

1. Description of Property:

Section: 5 & 32, Township 26 & 27 South, Range: 27 East

See also, Instrument # 2020191449 for Parcel IDs

2. General description of improvements:

Earthwork and utilities installation

3. Owner Information:

JMBI Real Estate, LLC
346 East Central Avenue
Winter Haven, Florida 33880

b. Interest in property:

c. Name and address of fee simple title holder (if other than Owner):

4. Contractor:

RIPA & Associates, L.L.C.
1409 Tech Boulevard, Suite 1
Tampa, Florida 33619

5. Surety:

a. Name and address: N/A

b. Amount of bond: N/A

6. Lender:

N/A

7. Persons within the State of Florida designated by Owner upon whom notices or other documents may be served as provided by Section 713.13(1)(a)7., Florida Statutes: None.

8. Person in addition to Owner designated to receive a copy of the Lienor's Notice as provided in Section 713.13(1)(b), Florida Statutes: None.

9. This Notice of Termination is effective immediately upon this Notice of Termination being recorded in the public records of Polk County, Florida.

10. All lienors under the above-referenced Notice of Commencement have been paid in full.

11. The Owner has, before recordation hereof, served a copy of this Notice of Termination on the Contractor and on each person or entity giving notice to Owner.

12. The Owner has provided an Affidavit given by RIPA & Associates, L.L.C., dated _____, 2021 evidencing that all lienors have been paid in full, attached hereto as **Exhibit A.**

[Signature page follows]

Executed on this _____ day of _____, 2021.

Signed, sealed and delivered
in the presence of:

JMBI REAL ESTATE, LLC
a Florida limited liability company

Print Name: _____

By: Jack M. Berry, III
Its: Manager

Print Name: _____

STATE OF FLORIDA
COUNTY OF _____

SWORN TO AND SUBSCRIBED before me by means of ☐ physical presence or ☐

online notarization this ____ day of _____, 2021 by Jack M. Berry, III, as Manager of JMBI
Real Estate, LLC, a Florida limited liability company, on behalf of company.

[notary seal]

(Official Notary Signature)
Name: _____
Personally Known _____
OR Produced Identification _____
Type of Identification _____

EXHIBIT A

Contractor's Final Payment Affidavit

BEFORE ME, the undersigned authority, personally appeared _____ ("Affiant"), who, after being first duly sworn, deposes and says of his/her personal knowledge the following:

1. Affiant is the _____ [title] of RIPA & ASSOCIATES, L.L.C., which does business in the State of Florida, hereinafter referred to as the "Contractor."
2. Contractor, pursuant to a contract with JMBI REAL ESTATE, LLC, hereinafter referred to as the "Owner," has furnished or caused to be furnished labor, materials and services for the construction of certain improvements to real property as more particularly set forth in said contract.
3. This affidavit is executed by the Contractor in accordance with Section 713.06, Florida Statutes, for the purposes of obtaining final payment from the Owner in the amount of \$ _____.
4. All work to be performed under the contract has been fully performed and completed as of the _____ day of _____, 2021, and all lienors under the direct contract have been paid in full.

Signed, sealed and delivered this _____ day of _____, 2021.

RIPA & ASSOCIATES, L.L.C.

By: _____
Its: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online

notarization, this _____ day of _____, 2021, by _____,
as _____ for RIPA & Associates, L.L.C.

[notary seal]

(Official Notary Signature)
Name: _____
Personally Known _____
OR Produced Identification _____
Type of Identification _____

SECTION V

ASSIGNMENT OF AGREEMENT
FOREST LAKE AMENITY CENTER CONSTRUCTION

Assignor: JMBI Real Estate, LLC (“**Assignor**”)
Owner/Assignee: Forest Lake Community Development District (“**Assignee**” or “**District**”)
Contractor: Henkelman Construction, Inc. (“**Contractor**”)
Contract: Standard Form of Agreement between Owner and Contractor, dated May 2021,
for Forest Lake Amenity Center Construction (“**Agreement**” or “**Project**”)

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor, does hereby transfer, assign and convey unto Assignee, all of the rights, interests, benefits and privileges of Assignor under the Agreement, by and between Assignor and Contractor, for the above-referenced Project. Further, Assignee does hereby assume all obligations of Assignor under the Contract arising or accruing after the date hereof. Contractor hereby consents to the assignment of the Contract and all of Contractor’s rights, interests, benefits, privileges, and obligations to Assignee.

Executed in multiple counterparts to be effective the ____ day of _____, 2021.

HENKELMAN CONSTRUCTION, INC.

**FOREST LAKE COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Printed Name: Ronald R. Henkelman
Title: President

By: _____
Name: Warren K. (Rennie) Heath, II
Title: Chairperson

JMBI REAL ESTATE, LLC, a Florida limited
liability company

By: _____
Printed Name: Jack M. Berry, III
Title: Manager

EXHIBITS:

- Developer’s Affidavit and Agreement Regarding Assignment of Agreement
- Contractor’s Acknowledgment and Acceptance of Assignment and Release
- Addendum to Agreement with Exhibits:
 - Scrutinized Companies Statement
 - Public Entity Crimes Statement
 - Trench Safety Compliance Act Statement
 - Discrimination Statement

**DEVELOPER'S AFFIDAVIT AND AGREEMENT
REGARDING ASSIGNMENT OF AGREEMENT
FOREST LAKE AMENITY CENTER CONSTRUCTION**

STATE OF FLORIDA
COUNTY OF _____

BEFORE ME, the undersigned, personally appeared Jack M. Berry, III as Manager of JMBI Real Estate, LLC ("**Developer**"), who, after being first duly sworn, deposes and says:

- (i) I, Jack M. Berry, III, serve as manager for Developer and am authorized to make this affidavit on its behalf. I make this affidavit in order to induce the Forest Lake Community Development District ("**District**") to accept an assignment of the Agreement (defined below).
- (ii) The *Standard Form of Agreement* ("**Agreement**") between Developer and Henkelman Construction, Inc. ("**Contractor**"), for Forest Lake Amenity Center Construction, dated May 2021, and attached hereto as **Exhibit A**, X was competitively bid prior to its execution or _____ is below the applicable bid thresholds and was not required to be competitively prior to its execution.
- (iii) Developer, in consideration for the District's acceptance of an assignment of the Agreement agrees to indemnify, defend, and hold harmless the District and its successors, assigns, agents, employees, professional staff, contractors, officers, supervisors, and representatives (together, "**Indemnitees**"), from any and all liability, loss or damage, whether monetary or otherwise, including reasonable attorneys' fees and costs and all fees and costs of mediation or alternative dispute resolution, arising out of, wholly or in part by, or as a result of any claims, liabilities, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, or judgments, against Indemnitees and which relate in any way to the assignment of, or bid process for, the Agreement.
- (iv) Developer has obtained a release from Contractor (and all subcontractors and material suppliers thereto) acknowledging the assignment of the above referenced contract and the validity thereof, the satisfaction of the bonding requirements of Section 255.05, *Florida Statutes* (if applicable), and waiving any and all claims against the District arising as a result of or connected with this assignment. Such releases are attached as **Exhibit B**.
- (v) The Contractor has X furnished or will furnish a performance and payment bond in accordance with Section 255.05, *Florida Statutes*, which is attached hereto as **Exhibit C**, or _____ was not required to provide such a bond pursuant to Section 255.05, *Florida Statutes*.
- (vi) Developer X represents and warrants that there are no outstanding liens or claims relating to the Agreement, or _____ has posted a transfer bond in accordance with Section 713.24, *Florida Statutes*, which is attached hereto as **Exhibit D**.
- (vii) Developer represents and warrants that there are no payments to Contractor and any subcontractors or materialmen under the Agreement are outstanding and no disputes under the Agreement exist.

Under penalties of perjury, I declare that I have read the foregoing and the facts alleged are true and correct to the best of my knowledge and belief.

Executed this ____ day of _____, 2021.

WITNESS:

JMBI REAL ESTATE, LLC a Florida
limited liability company

[Print Name]

By: Jack M. Berry, III
Its: Manager

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2021, by Jack M. Berry, III, as Manager for JMBI Real Estate, LLC.

[notary seal]

(Official Notary Signature)
Name: _____
Personally Known _____
OR Produced Identification _____
Type of Identification _____

Exhibit A Standard Form of Agreement between Owner and Contractor, dated May 2021, for Forest Lake Amenity Center Construction
Exhibit B Releases
Exhibit C Performance and Payment Bonds

**CONTRACTOR'S ACKNOWLEDGMENT AND ACCEPTANCE OF
ASSIGNMENT AND RELEASE**

FOREST LAKE AMENITY CENTER CONSTRUCTION

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Henkelman Construction, Inc. ("**Contractor**"), hereby agrees as follows:

- (i) The *Standard Form of Agreement* ("**Agreement**") between Developer and Henkelman Construction, Inc. ("**Contractor**"), for Forest Lake Amenity Center Construction, dated May 2021, has been assigned to the Forest Lake Community Development District ("**District**"). Contractor acknowledges and accepts such assignment and its validity.
- (ii) Contractor represents and warrants that either:
 - a. X Contractor has or will furnish and record a performance and payment bond in accordance with Section 255.05, *Florida Statutes*, and has notified any subcontractors, material suppliers or others claiming interest in the work of the existence of the bond; or
 - b. Contractor has not been required to furnish or provide a performance and payment bond under Section 255.05, *Florida Statutes*, and has notified any subcontractors, materialmen or others claiming interest in the work that (a) no such bond exists; (b) the District, as a local unit of special purpose government, is not an "Owner" as defined in Section 713.01(23), *Florida Statutes*; and (c) there are no lien rights available to any person providing materials or services for improvements in connection with the Improvement Agreement.
- (iii) Contractor represents and warrants that all payments to any subcontractors or materialmen under the Agreement are current, there are no past-due invoices for payment due to the Contractor under the Agreement, and there are no outstanding disputes under the Agreement.
- (iv) Contractor hereby releases and waives any claim it may have against the District as a result of or in connection with such assignment.

[CONTINUED ON NEXT PAGE]

Under penalties of perjury, I declare that I have read the foregoing and the facts alleged are true and correct to the best of my knowledge and belief.

Executed this ____ day of _____, 2021.

HENKELMAN CONSTRUCTION, INC.

By: Ronald R. Henkelman
Its: President

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2021, by Ronald R. Henkelman, as President of Henkelman Construction, Inc.

[notary seal]

(Official Notary Signature)
Name: _____
Personally Known _____
OR Produced Identification _____
Type of Identification _____

ADDENDUM (“ADDENDUM”) TO CONTRACT (“CONTRACT”)

FOREST LAKE AMENITY CENTER CONSTRUCTION

1. ASSIGNMENT. This Addendum applies to that certain Standard Form of Agreement between Owner and Contractor for Forest Lake Amenity Center Construction, dated May 2021 (“**Contract**”) between the JMBI Real Estate, LLC (“**Developer**”) and Henkelman Construction, Inc. (“**Contractor**”), which Contract was assigned to the District simultaneous with the execution of this Addendum. To the extent the terms of the Contract conflict with this Addendum, the terms of this Addendum shall control.

2. PAYMENT AND PERFORMANCE BONDS; NO LIEN RIGHTS. Before commencing the work, and consistent with the requirements of Section 255.05, *Florida Statutes*, the Contractor shall execute, deliver to the District, and record in the public records of Polk County, Florida, a payment and performance bond with a surety insurer authorized to do business in this state as surety or, to the extent permitted by the District in its sole discretion, provide an alternative form of security as authorized under Section 255.05, *Florida Statutes*. The cost of such bond shall be added to Contractor’s proposal and shall be invoiced to the District. Such bond and/or security shall be for 100% of the project cost and shall be in effect for a full year from the time of completion of the project. Contractor agrees that the District is a local unit of special-purpose government and not an “Owner” as defined in Section 713.01(23), *Florida Statutes*. Therefore, notwithstanding anything in the Contract to the contrary, there are no lien rights available to any person providing materials or services for improvements in connection with the project. Contractor shall notify any subcontractors, material suppliers or others claiming interest in the work of the existence of the payment and performance bond.

3. INSURANCE. In addition to the existing additional insureds under the Contract, the District, its officers, supervisors, agents, attorneys, engineers, managers, and representatives also shall be named as additional insureds under the insurance provided pursuant to the Contract. Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida. If Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District’s obtaining the required insurance.

4. LOCAL GOVERNMENT PROMPT PAYMENT ACT. Notwithstanding any other provision of the Contract, all payments to the Contractor shall be made in a manner consistent with the Local Government Prompt Payment Act, Sections 218.70 through 218.80, *Florida Statutes*. Contractor shall make payments due to subcontractors and materialmen and laborers within ten (10) days in accordance with the prompt payment provisions contained in Section 218.735(6), 218.735(7), and 218.74, *Florida Statutes*. All payments due and not made within the time prescribed by Section 218.735, *Florida Statutes*, bear interest at the rate of one percent (1%) per month on the unpaid balance in accordance with Section 218.735(9), *Florida Statutes*.

5. RETAINAGE. The following provision addresses the holding of retainage under the Contract:

Five percent (5%) of the amount of each progress payment shall be withheld as retainage until final completion of the Work, acceptance of the Work by the Owner, satisfaction of

all punch list requirements, and submission of all documents required under Paragraph 15.06 of the General Conditions, subject to any offsets to which the Owner is entitled. Procedures for withholding and release of retainage shall be in accordance with Florida law, including sections 218.735 and 255.078, *Florida Statutes*.

6. INDEMNIFICATION. Contractor's indemnification, defense, and hold harmless obligations under the Contract shall continue to apply to the original indemnitees and shall further include the District and its supervisors, consultants, agents, attorneys, managers, engineers and representatives. To the extent that a maximum limit for indemnification is required by law, and not otherwise set forth in the Contract, the indemnification limit shall be the greater of the limits of the insurance amounts set forth in the Contract or Three Million Dollars (\$3,000,000), which amounts Contractor agrees bears a reasonable commercial relationship to the Contract and are enforceable, and were included as part of the bid and/or assignment documents. The Contractor's obligations hereunder are intended to be consistent with all provisions of applicable law, and to the extent found inconsistent by a court of competent jurisdiction, the Contract shall be deemed amended and/or reformed consistent with the intent of this paragraph and such that the obligations apply to the maximum limits of the law.

7. TAX EXEMPT DIRECT PURCHASES. The parties agree that the District may in its sole discretion elect to undertake a direct purchase of any or all materials incorporated into the work performed according to the Contract. In such event, the following conditions shall apply:

- a. The District represents to Contractor that the District is a governmental entity exempt from Florida sales and use tax, and has provided Contractor with a copy of its Consumer Exemption Certificate.
- b. The District may elect to implement a direct purchase arrangement whereby the District will directly acquire certain materials ("**Direct Purchase Materials**") necessary for the work directly from the suppliers to take advantage of District's tax-exempt status.
- c. Prior to purchasing any materials, the Contractor shall contact the District to determine which materials will be treated as Direct Purchase Materials.
- d. The District shall issue a Certificate of Entitlement to each supplier of Direct Purchase Materials, and to the Contractor. Each Certificate of Entitlement will be in the format specified by Rule 12A-1.094(4)(c), Florida Administrative Code. Each Certificate of Entitlement shall have attached thereto the corresponding purchase order. 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 District; (3) payment of the vendor's invoice will be made directly by the District to the vendor from public funds; (4) the District 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 District assumes the risk of damage or loss at the time of purchase or delivery by the vendor. 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 District will be responsible for any tax, penalties and interest determined to be due.
- e. The District shall issue purchase orders directly to suppliers of Direct Purchase Materials. The District shall issue a separate Certificate of Entitlement for each purchase order. Such purchase orders shall require that the supplier provide the required shipping and handling insurance and provide for delivery F.O.B. jobsite. Corresponding change orders shall be

executed at the time of the direct purchase to reflect the direct purchases made by the District and if the original contract contemplated sale of materials and installation by same person, the change order shall reflect sale of materials and installation by different legal entities.

- f. Upon delivery of the Direct Purchase Materials to the jobsite, the District shall inspect the materials and invoices to determine that they conform to the purchase order. If the materials conform, the District shall accept and take title to the Direct Purchase Materials.
- g. Suppliers shall issue invoices directly to the District. The District shall process invoices and issue payment directly to the suppliers from public funds.
- h. Upon acceptance of Direct Purchase Materials, the District shall assume risk of loss of same until they are incorporated into the project. Contractor shall be responsible for safeguarding all Direct Purchase Materials and for obtaining and managing all warranties and guarantees for all material and products.
- i. The District shall, at its option, maintain builder's risk insurance on the Direct Purchase Materials.

8. PUBLIC RECORDS. The Contractor agrees and understands that Chapter 119, *Florida Statutes*, may be applicable to documents prepared in connection with the services provided hereunder and agrees to cooperate with public record requests made thereunder. In connection with this Contract, Contractor agrees to comply with all provisions of Florida's public records laws, including but not limited to Section 119.0701, *Florida Statutes*, the terms of which are incorporated herein. Among other requirements, Contractor must:

- a. Keep and maintain public records required by the District to perform the service.
- b. Upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*, or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Contractor does not transfer the records to the District.
- d. Upon completion of this Agreement, transfer, at no cost, to the District all public records in possession of the Contractor or keep and maintain public records required by the District to perform the service. If the Contractor transfers all public records to the District upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE PUBLIC RECORDS CUSTODIAN AT C/O JILL BURNS, GOVERNMENTAL MANAGEMENT SERVICES – CENTRAL FLORIDA, LLC, 219 EAST LIVINGSTON STREET, ORLANDO, FLORIDA 32801, PHONE (407) 841-5524, AND JBURNS@GMSCFL.COM

9. SOVEREIGN IMMUNITY. Nothing in the Contract shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, *Florida Statutes* or other statute, and nothing in the Contract shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

10. NOTICES. Notices provided to the District pursuant to the Contract shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the following individuals:

District:	Forest Lake Community Development District 219 East Livingston Street Orlando, Florida 32801 Attn: District Manager
-----------	--

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

11. SCRUTINIZED COMPANIES STATEMENT. Upon the Assignment, Contractor shall properly execute a sworn statement pursuant to Section 287.135(5), *Florida Statutes*, and by signing this Addendum represents that Contractor is able to execute such sworn statement. The statement shall be substantially in the form of the attached **Exhibit A**. If the Contractor is found to have submitted a false certification as provided in Section 287.135(5), *Florida Statutes*, or has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in the boycott of Israel, or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, the District may immediately terminate the Contract.

12. PUBLIC ENTITY CRIMES STATEMENT. Upon the Assignment, Contractor shall properly execute a sworn statement under Section 287.133(3)(a), *Florida Statutes*, regarding public entity crimes, and by signing this Addendum represents that Contractor is able to execute such sworn statement. The statement shall be substantially in the form of the attached **Exhibit B**.

13. TRENCH SAFETY ACT STATEMENTS. Upon the Assignment, Contractor shall properly execute a Trench Safety Act Compliance Statement and a Trench Safety Act Compliance Cost Statement, and by signing this Addendum represents that Contractor is able to execute such sworn statement. The statements shall be substantially in the form of the attached **Exhibit C**.

14. DISCRIMINATION STATEMENT. Upon the Assignment, Contractor shall properly execute a sworn statement under Section 287.134(2)(a), *Florida Statutes*, regarding discriminatory vendor list, and by signing this Addendum represents that Contractor is able to execute such sworn statement. The statement shall be substantially in the form of the attached **Exhibit D**.

15. CONSTRUCTION DEFECTS. PURSUANT TO SECTION 558.005, FLORIDA STATUTES, ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE NOT SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

16. COUNTERPARTS; ELECTRONIC SIGNATURES. The Contract 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. Additionally, the parties acknowledge and agree that the Contract may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, “electronic signature” shall include faxed versions of an original signature, electronically scanned and transmitted versions (e.g., via PDF) of an original signature, or signatures created in a digital format.

17. E-VERIFY. The Contractor shall comply with and perform all provisions of Section 448.095, Florida Statutes. Accordingly, as a condition of the Assignment and the Addendum, Contractor shall register with and use the United States Department of Homeland Security’s E-Verify system to verify the work authorization status of all newly hired employees.

If the Contractor anticipates entering into agreements with a subcontractor for the Work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor has registered with and uses the E-Verify system and does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request. Any party may terminate the Contract or any subcontract hereunder if there is a good faith belief on the part of the terminating party that a contracting party has knowingly violated Section 448.09(1), Florida Statutes. Upon such termination, Contractor shall be liable for any additional costs incurred by Owner as a result of the termination.

In the event that the Owner has a good faith belief that a subcontractor has violated Section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto hereby acknowledge and agree to this Addendum, executed on this ____ day of _____, 2021, effective as of the date of the Assignment of the Contract.

WITNESS:

HENKELMAN CONSTRUCTION, INC.

[Print Name] _____

By: Ronald R. Henkelman
Its: President

ATTEST:

**FOREST LAKE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary

Warren K. (Rennie) Heath, II
Chairperson, Board of Supervisors

Exhibit A: Scrutinized Companies Statement
Exhibit B: Public Entity Crimes Statement
Exhibit C: Trench Safety Act Statement
Exhibit D: Discrimination Statement

EXHIBIT A

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

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

1. This sworn statement is submitted to Forest Lake Community Development District by Ronald R. Henkelman (print name of authorized representative). I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of President (print individual's title) for Henkelman Construction, Inc., ("Contractor"), and am authorized to make this Sworn Statement on behalf of Contractor. Contractor's business address is: 1830 N. Crystal Lake Drive, Lakeland, Florida 33801.
2. I understand that, subject to limited exemptions, Section 287.135, *Florida Statutes*, declares a company that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, *Florida Statutes*, or that has business operations in Cuba or Syria is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with a local governmental entity for goods or services.
3. Based on information and belief, at the time the entity submitting this sworn statement accepts assignment of its Contract with JMBI Real Estate, LLC, to the Forest Lake Community Development District, neither the entity, nor any of its officers, directors, executives, partners, shareholders, members, or agents, is listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria.
4. The entity will immediately notify the Forest Lake Community Development District in writing if either the entity, or any of its officers, directors, executives, partners, shareholders, members, or agents, is placed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

[Signatures on the next page]

Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Sworn Statement under Section 287.135(5), *Florida Statutes*, Regarding Scrutinized Companies and all of the information provided is true and correct.

By: Ronald R. Henkelman

Its: President

STATE OF FLORIDA

COUNTY OF _____

Sworn to and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2021, by Ronald R. Henkelman, as President of Henkelman Construction, Inc.

(Official Notary Signature)

Name: _____

Personally Known _____

OR Produced Identification _____

Type of Identification _____

[notary seal]

EXHIBIT B

SWORN STATEMENT ON PUBLIC ENTITY CRIMES **PURSUANT TO SECTION 287.133(2)(a), FLORIDA STATUTES**

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

1. This sworn statement is submitted to Forest Lake Community Development District.
2. I, Ronald R. Henkelman (print name of authorized representative) am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of President (print individual's title) for Henkelman Construction, Inc., ("Contractor"), and am authorized to make this Sworn Statement on behalf of Contractor.
3. Contractor's business address is 1830 N. Crystal Lake Drive, Lakeland, Florida 33801
_____.
4. Contractor's Federal Employer Identification Number (FEIN) is _____.

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

5. I understand that a "public entity crime" as defined in Section 287.133(1)(g), *Florida Statutes*, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
6. I understand that "convicted" or "conviction" as defined in Section 287.133(1)(b), *Florida Statutes*, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
7. I understand that an "affiliate" as defined in Section 287.133(1)(a), *Florida Statutes*, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or,
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

8. I understand that a "person" as defined in Section 287.133(1)(e), *Florida Statutes* any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
9. Based on information and belief, the statement which I have marked below is true in relation to the Contractor submitting this sworn statement. (Please indicate which statement applies.)

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

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

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

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

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

IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR/VENDOR EXECUTING THIS PUBLIC ENTITY CRIME AFFIDAVIT TO VERIFY THAT NONE OF THE SUBCONTRACTORS/SUPPLIERS UTILIZED FOR THIS BID/QUOTE HAVE BEEN CONVICTED OF A PUBLIC ENTITY CRIME SUBSEQUENT TO JULY 1, 1989. IN THE EVENT IT IS LATER DISCOVERED THAT A SUBCONTRACTOR/SUPPLIER HAS BEEN CONVICTED OF A PUBLIC ENTITY CRIME, THE CONTRACTOR/VENDOR SHALL SUBSTITUTE THE SUBCONTRACTOR/SUPPLIER WITH ANOTHER WHO HAS NOT RECEIVED A CONVICTION. ANY COST ASSOCIATED WITH THIS SUBSTITUTION SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR/VENDOR.

[CONTINUE ON NEXT PAGE]

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

Dated this ____ day of _____, 2021.

By: Ronald R. Henkelman
Title: President

STATE OF FLORIDA
COUNTY OF _____

Sworn to and subscribed before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2021, by Ronald R. Henkelman, as President of Henkelman Construction, Inc.

[notary seal]

(Official Notary Signature)
Name: _____
Personally Known _____
OR Produced Identification _____
Type of Identification _____

EXHIBIT C

FOREST LAKE COMMUNITY DEVELOPMENT DISTRICT **TRENCH SAFETY ACT COMPLIANCE STATEMENT**

INSTRUCTIONS

Because trench excavations on this project are expected to be in excess of 5 feet, Florida's Trench Safety Act, Sections 553.60 – 553.64, *Florida Statutes*, requires that construction on the project comply with Occupational Safety and Health Administration Standard 29 C.F.R.s. 1926.650 Subpart P. The Contractor is required to execute this Compliance Statement and the Compliance Cost Statement. The costs for complying with the Trench Safety Act must be incorporated into the Contract Price.

This form must be certified in the presence of a notary public or other officer authorized to administer oaths.

CERTIFICATION

1. I understand that the Trench Safety Act requires me to comply with OSHA Standard 29 C.F.R.s. 1926.650 Subpart P. I will comply with The Trench Safety Act, and I will design and provide trench safety systems at all trench excavations in excess of five feet in depth for this project.
2. The estimated cost imposed by compliance with The Trench Safety Act will be:
_____ Dollars \$ _____
(Written) (Figures)
3. The amount listed above has been included within the Contract Price.

Dated this _____ day of _____, 2021.

Contractor:
HENKELMAN CONSTRUCTION, INC.

By: Ronald R. Henkelman
Title: President

STATE OF FLORIDA
COUNTY OF _____

Sworn to and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2021, by Ronald R. Henkelman, as President of Henkelman Construction, Inc.

[notary seal]

(Official Notary Signature)
Name: _____
Personally Known _____
OR Produced Identification _____
Type of Identification _____

**FOREST LAKE COMMUNITY DEVELOPMENT DISTRICT
TRENCH SAFETY ACT COMPLIANCE COST STATEMENT**

INSTRUCTIONS

Because trench excavations on this Project are expected to be in excess of 5 feet, Florida's Trench Safety Act, Sections 553.60 – 553.64, *Florida Statutes*, requires that the Contractor submit a statement of the costs of complying with the Trench Safety Act. Said costs must also be incorporated into the Contract Price. This form must be certified in the presence of a notary public or other officer authorized to administer oaths. By executing this statement, Contractor acknowledges that included in the various items of its Contract Price are costs for complying with the Florida Trench Safety Act. The Contractor further identifies the costs as follows:

Type of Trench Safety Mechanism	Quantity	Unit Cost ¹	Item Total Cost
Project Total			

Dated this ____ day of _____, 2021.

Subcontractor:

By: _____

Title: _____

STATE OF FLORIDA

COUNTY OF _____

Sworn to and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2021, by _____ as _____ of _____.

(Official Notary Signature)

Name: _____

Personally Known _____

OR Produced Identification _____

Type of Identification _____

[notary seal]

¹ Use cost per linear square foot of trench excavation used and cost per square foot of shoring used.

EXHIBIT D

FOREST LAKE COMMUNITY DEVELOPMENT DISTRICT **SWORN STATEMENT PURSUANT TO SECTION 287.134(2)(a), FLORIDA STATUTES,** **ON DISCRIMINATION**

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

1. This sworn statement is submitted to Forest Lake Community Development District.
2. I, Ronald R. Henkelman (print name of authorized representative) am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of President (print individual's title) for Henkelman Construction, Inc., ("Contractor"), and am authorized to make this Sworn Statement on behalf of Contractor.
3. Contractor's business address is 1830 N. Crystal Lake Drive, Lakeland, Florida 33801
-.
4. Contractor's Federal Employer Identification Number (FEIN) is _____.

(If the Contractor has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)
5. I understand that a "discrimination" or "discriminated" as defined in Section 287.134(1)(b), *Florida Statutes*, means a determination of liability by a state circuit court or federal district court for a violation of any state or federal law prohibiting discrimination on the basis of race, gender, national origin, disability, or religion by an entity; if an appeal is made, the determination of liability does not occur until the completion of any appeals to a higher tribunal.
6. I understand that "discriminatory vendor list" as defined in Section 287.134(1)(c), *Florida Statutes*, means the list required to be kept by the Florida Department of Management Services pursuant to Section 287.134(3)(d), *Florida Statutes*.
7. I understand that "entity" as defined in Section 287.134(1)(e), *Florida Statutes*, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity.
8. I understand that an "affiliate" as defined in Section 287.134(1)(a), *Florida Statutes*, means:
 - a. A predecessor or successor of an entity that discriminated; or
 - b. An entity under the control of any natural person or entity that is active in the management of the entity that discriminated. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one entity of shares constituting a controlling interest in another entity, or a pooling of equipment or income among entities when not for fair market value under an arm's length agreement, shall be a prima facie case that one entity controls another entity

9. I understand that, pursuant to Section 287.134(2)(a), *Florida Statutes*, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

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

- ____ Neither the entity submitting this sworn statement, nor any affiliate of the entity, has been placed on the discriminatory vendor list.
- ____ The entity submitting this sworn statement, or an affiliate of the entity, appears on the discriminatory vendor list.

IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR/VENDOR EXECUTING THIS AFFIDAVIT TO VERIFY THAT NONE OF THE SUBCONTRACTORS/SUPPLIERS UTILIZED FOR THIS BID/QUOTE HAVE BEEN PLACED ON THE DISCRIMINATORY VENDOR LIST. IN THE EVENT IT IS LATER DISCOVERED THAT A SUBCONTRACTOR/SUPPLIER HAS BEEN PLACED ON THE DISCRIMINATORY VENDOR LIST, THE CONTRACTOR/VENDOR SHALL SUBSTITUTE THE SUBCONTRACTOR/ SUPPLIER WITH ANOTHER WHO HAS NOT PLACED ON THE DISCRIMINATORY VENDOR LIST. ANY COST ASSOCIATED WITH THIS SUBSTITUTION SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR/VENDOR.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY.

Signature by authorized representative

STATE OF FLORIDA
COUNTY OF _____

Sworn to and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2021, by Ronald R. Henkelman, as President of Henkelman Construction, Inc.

[notary seal]

(Official Notary Signature)
Name: _____
Personally Known _____
OR Produced Identification _____
Type of Identification _____

SECTION VI

**FOREST LAKE
COMMUNITY DEVELOPMENT DISTRICT
POLK COUNTY, FLORIDA
FINANCIAL REPORT
FOR THE PERIOD FROM INCEPTION DECEMBER 3, 2019 TO
SEPTEMBER 30, 2020**

**FOREST LAKE COMMUNITY DEVELOPMENT DISTRICT
POLK COUNTY, FLORIDA**

TABLE OF CONTENTS

	<u>Page</u>
INDEPENDENT AUDITOR'S REPORT	1-2
MANAGEMENT'S DISCUSSION AND ANALYSIS	3-6
BASIC FINANCIAL STATEMENTS	
Government-Wide Financial Statements:	
Statement of Net Position	7
Statement of Activities	8
Fund Financial Statements:	
Balance Sheet – Governmental Funds	9
Reconciliation of the Balance Sheet – Governmental Funds to the Statement of Net Position	10
Statement of Revenues, Expenditures and Changes in Fund Balances – Governmental Funds	11
Reconciliation of the Statement of Revenues, Expenditures and Changes in Fund Balances of Governmental Funds to the Statement of Activities	12
Notes to Financial Statements	13-20
REQUIRED SUPPLEMENTARY INFORMATION	
Schedule of Revenues, Expenditures and Changes in Fund Balance – Budget and Actual – General Fund	21
Notes to Required Supplementary Information	22
INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS	23-24
INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE WITH THE REQUIREMENTS OF SECTION 218.415, FLORIDA STATUTES, REQUIRED BY RULE 10.556(10) OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA	25
MANAGEMENT LETTER REQUIRED BY CHAPTER 10.550 OF THE RULES OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA	26-27



Grau & Associates

CERTIFIED PUBLIC ACCOUNTANTS

951 Yamato Road • Suite 280
Boca Raton, Florida 33431
(561) 994-9299 • (800) 299-4728
Fax (561) 994-5823
www.graucpa.com

INDEPENDENT AUDITOR'S REPORT

To the Board of Supervisors
Forest Lake Community Development District
Polk County, Florida

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities and each major fund of Forest Lake Community Development District, Polk County, Florida ("District") as of and for the period from inception December 3, 2019 to September 30, 2020, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of the District as of September 30, 2020, and the respective changes in financial position thereof for the period from inception December 3, 2019 to September 30, 2020 then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated June 3, 2021, on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance.

June 3, 2021

MANAGEMENT'S DISCUSSION AND ANALYSIS

Our discussion and analysis of Forest Lake Community Development District, Polk County, Florida ("District") provides a narrative overview of the District's financial activities for the period from inception December 3, 2019 to September 30, 2020. Please read it in conjunction with the District's Independent Auditor's Report, basic financial statements, accompanying notes and supplementary information to the basic financial statements.

This information is being presented to provide additional information regarding the activities of the District and to meet the disclosure requirements of Government Accounting Standards Board Statement ("GASB") No. 34, Basic Financial Statements – and Management's Discussion and Analysis – for State and Local Governments issued June 1999. Comparative information between the current year and the prior year is required to be presented in the Management's Discussion and Analysis ("MD&A"). However, because this is the first year of operations of the District, comparative information is excluded in this report. Subsequent reports will include the comparative information.

FINANCIAL HIGHLIGHTS

- The liabilities of the District exceeded its assets at the close of the most recent fiscal year resulting in a net position deficit balance of \$(357,900).
- The change in the District's total net position in comparison with the prior fiscal year was (\$357,900), a decrease. The key components of the District's net position and change in net position are reflected in the table in the government-wide financial analysis section.
- At September 30, 2020, the District's governmental funds reported combined ending fund balance of \$7,234,089, an increase of \$7,234,089 in comparison with the prior fiscal year. The fund balance is non spendable for prepaid items, restricted for debt service and capital projects and the remainder is unassigned deficit fund balance.

OVERVIEW OF FINANCIAL STATEMENTS

This discussion and analysis are intended to serve as the introduction to the District's financial statements. The District's basic financial statements are comprised of three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.

Government-Wide Financial Statements

The government-wide financial statements are designed to provide readers with a broad overview of the District's finances, in a manner similar to a private-sector business.

The statement of net position presents information on all the District's assets, deferred outflows of resources, liabilities, and deferred inflows of resources with the residual amount being reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the District is improving or deteriorating.

The statement of activities presents information showing how the government's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods.

The government-wide financial statements include all governmental activities that are principally supported by Developer contributions. The District does not have any business-type activities. The governmental activities of the District include the general government (management) function.

OVERVIEW OF FINANCIAL STATEMENTS (Continued)

Fund Financial Statements

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The District, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. The District has one fund category: governmental funds.

Governmental Funds

Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a District's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the District's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balance provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The District maintains three governmental funds for external reporting. Information is presented separately in the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances for the general fund, debt service fund and capital projects fund, all of which are considered major funds.

The District adopts an annual appropriated budget for its general fund. A budgetary comparison schedule has been provided for the general fund to demonstrate compliance with the budget.

Notes to the Financial Statements

The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

GOVERNMENT-WIDE FINANCIAL ANALYSIS

As noted earlier, net position may serve over time as a useful indicator of an entity's financial position. In the case of the District, liabilities exceeded assets at the close of the most recent fiscal year.

Key components of the District's net position are reflected in the following table:

NET POSITION SEPTEMBER 30,		2020
Current and other assets	\$	8,542,615
Capital assets, net of depreciation		1,294,046
Total assets		9,836,661
Current liabilities		1,308,526
Long-term liabilities		8,886,035
Total liabilities		10,194,561
Net position		
Net investment in capital assets		(1,066,008)
Restricted		703,464
Unrestricted		4,644
Total net position	\$	(357,900)

GOVERNMENT-WIDE FINANCIAL ANALYSIS (Continued)

The District's net position decreased during the most recent fiscal year. The majority of the decrease was due to bond issue costs incurred in the current fiscal year.

Key elements of the change in net position are reflected in the following table:

CHANGES IN NET POSITION FOR THE PERIOD FROM INCEPTION DECEMBER 3, 2019 TO SEPTEMBER 30,	
	2020
Revenues:	
Program revenues	
Operating grants and contributions	\$ 80,000
Total revenues	80,000
Expenses:	
General government	75,356
Bond issue costs	362,544
Total expenses	437,900
Change in net position	(357,900)
Net position - beginning	-
Net position - ending	\$ (357,900)

As noted above and in the statement of activities, the cost of all governmental activities during the period from inception December 3, 2019 to September 30, 2020 was \$437,900. The costs of the District's activities were primarily funded by program revenues which were comprised of Developer contributions. The majority of the expenses resulted from bond issuance costs incurred in the current year.

GENERAL BUDGETING HIGHLIGHTS

An operating budget was adopted and maintained by the governing board for the District pursuant to the requirements of Florida Statutes. The budget is adopted using the same basis of accounting that is used in preparation of the fund financial statements. The legal level of budgetary control, the level at which expenditures may not exceed budget, is in the aggregate. Any budget amendments that increase the aggregate budgeted appropriations must be approved by the Board of Supervisors. Actual general fund expenditures did not exceed appropriations for the period from inception December 3, 2019 to September 30, 2020.

CAPITAL ASSETS AND DEBT ADMINISTRATIONS

Capital Assets

At September 30, 2020 the District had \$1,294,046 invested in capital assets for its governmental activities. In the government-wide financial statements depreciation has not been taken, which resulted in a net book value of \$1,294,046. More detailed information about the District's capital assets is presented in the notes of the financial statements.

Capital Debt

At September 30, 2020 the District had \$8,845,000 Bonds outstanding for its governmental activities. More detailed information about the District's capital debt is presented in the notes of the financial statements.

ECONOMIC FACTORS AND NEXT YEAR'S BUDGETS AND OTHER EVENTS

The District anticipates an increase in its general operations for the subsequent year.

CONTACTING THE DISTRICT'S FINANCIAL MANAGEMENT

This financial report is designed to provide our citizens, land owners, customers, investors and creditors with a general overview of the District's finances and to demonstrate the District's accountability for the financial resources it manages and the stewardship of the facilities it maintains. If you have questions about this report or need additional financial information, contact the Forest Lake Community Development District's Finance Department at 219 E. Livingston Street, Orlando, Florida, 32801.

**FOREST LAKE COMMUNITY DEVELOPMENT DISTRICT
POLK COUNTY, FLORIDA
STATEMENT OF NET POSITION
SEPTEMBER 30, 2020**

	Governmental Activities
ASSETS	
Cash and cash equivalents	\$ 3,979
Prepaid items	5,000
Restricted assets:	
Investments	8,533,636
Capital assets:	
Nondepreciable	1,294,046
Total assets	<u>9,836,661</u>
LIABILITIES	
Accounts payable	4,335
Due to Developer	13,799
Contracts and retainage payable	1,290,392
Non-current liabilities:	
Due in more than one year	8,886,035
Total liabilities	<u>10,194,561</u>
NET POSITION	
Net investment in capital assets	(1,066,008)
Restricted for debt service	703,464
Unrestricted	4,644
Total net position	<u>\$ (357,900)</u>

See notes to the financial statements

**FOREST LAKE COMMUNITY DEVELOPMENT DISTRICT
POLK COUNTY, FLORIDA
STATEMENT OF ACTIVITIES
FOR THE PERIOD FROM INCEPTION DECEMBER 3, 2019 TO SEPTEMBER 30, 2020**

Functions/Programs	Expenses	Program Revenues Operating Grants and Contributions	Net (Expense) Revenue and Changes in Net Position
			Governmental Activities
Primary government:			
Governmental activities:			
General government	\$ 75,356	\$ 80,000	\$ 4,644
Bond issue costs	362,544	-	(362,544)
Total governmental activities	437,900	80,000	(357,900)
			Change in net position (357,900)
			Net position - beginning -
			Net position - ending \$ (357,900)

See notes to the financial statements

**FOREST LAKE COMMUNITY DEVELOPMENT DISTRICT
POLK COUNTY, FLORIDA
BALANCE SHEET
GOVERNMENTAL FUNDS
SEPTEMBER 30, 2020**

	Major Funds			Total
	General	Debt Service	Capital Projects	Governmental Funds
ASSETS				
Cash and cash equivalents	\$ 3,979	\$ -	\$ -	\$ 3,979
Investments	-	703,464	7,830,172	8,533,636
Prepaid items	5,000	-	-	5,000
Total assets	<u>\$ 8,979</u>	<u>\$ 703,464</u>	<u>\$ 7,830,172</u>	<u>\$ 8,542,615</u>
LIABILITIES AND FUND BALANCES				
Liabilities:				
Accounts payable	\$ 4,335	\$ -	\$ -	\$ 4,335
Contracts and retainage payable	-	-	1,290,392	1,290,392
Due to Developer	-	-	13,799	13,799
Total liabilities	<u>4,335</u>	<u>-</u>	<u>1,304,191</u>	<u>1,308,526</u>
Fund balances:				
Nonspendable:				
Prepaid items	5,000	-	-	5,000
Restricted for:				
Debt service	-	703,464	-	703,464
Capital projects	-	-	6,525,981	6,525,981
Unassigned	(356)	-	-	(356)
Total fund balances	<u>4,644</u>	<u>703,464</u>	<u>6,525,981</u>	<u>7,234,089</u>
Total liabilities and fund balances	<u>\$ 8,979</u>	<u>\$ 703,464</u>	<u>\$ 7,830,172</u>	<u>\$ 8,542,615</u>

See notes to the financial statements

**FOREST LAKE COMMUNITY DEVELOPMENT DISTRICT
POLK COUNTY, FLORIDA
RECONCILIATION OF THE BALANCE SHEET - GOVERNMENTAL FUNDS
TO THE STATEMENT OF NET POSITION
SEPTEMBER 30, 2020**

Fund balance - governmental funds \$ 7,234,089

Amounts reported for governmental activities in the statement of net position are different because:

Capital assets used in governmental activities are not financial resources and, therefore, are not reported as assets in the governmental funds. The statement of net position includes those capital assets, net of any accumulated depreciation, in the net position of the government as a whole.

Cost of capital assets	1,294,046	
Accumulated depreciation	-	1,294,046

Liabilities not due and payable from current available resources are not reported as liabilities in the governmental fund statements. All liabilities, both current and long-term, are reported in the government-wide financial statements.

Original Issue Premium	(41,035)	
Bonds Payable	(8,845,000)	(8,886,035)
Net position of governmental activities		\$ (357,900)

See notes to the financial statements

**FOREST LAKE COMMUNITY DEVELOPMENT DISTRICT
POLK COUNTY, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS
FOR THE PERIOD FROM INCEPTION DECEMBER 3, 2019 TO SEPTEMBER 30, 2020**

	Major Funds			Total Governmental Funds
	General	Debt Service	Capital Projects	
REVENUES				
Developer contributions	\$ 80,000	\$ -	\$ -	\$ 80,000
Total revenues	80,000	-	-	80,000
EXPENDITURES				
Current:				
General government	75,356	-	-	75,356
Debt service:				
Bond issuance costs	-	-	362,544	362,544
Capital outlay	-	-	1,294,046	1,294,046
Total expenditures	75,356	-	1,656,590	1,731,946
Excess (deficiency) of revenues over (under) expenditures	4,644	-	(1,656,590)	(1,651,946)
OTHER FINANCING SOURCES (USES)				
Bond Issuance	-	703,464	8,141,536	8,845,000
Original issue premium	-	-	41,035	41,035
Total other financing sources (uses)	-	703,464	8,182,571	8,886,035
Net change in fund balances	4,644	703,464	6,525,981	7,234,089
Fund balances - beginning	-	-	-	-
Fund balances - ending	\$ 4,644	\$ 703,464	\$ 6,525,981	\$ 7,234,089

See notes to the financial statements

**FOREST LAKE COMMUNITY DEVELOPMENT DISTRICT
POLK COUNTY, FLORIDA
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN
FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES
FOR THE PERIOD FROM INCEPTION DECEMBER 3, 2019 TO SEPTEMBER 30, 2020**

Net change in fund balances - total governmental funds	\$ 7,234,089
--	--------------

Amounts reported for governmental activities in the statement of activities
are different because:

Governmental funds report capital outlays as expenditures; however, the cost of those assets is eliminated in the statement of activities and capitalized in the statement of net position.	1,294,046
---	-----------

Governmental funds report the face amount of Bonds issued as financial resources when debt is first issued, whereas these amounts are eliminated in the statement of activities and recognized as long-term liabilities in the statement of net position.	(8,845,000)
---	-------------

In connection with the issuance of the Bonds, the original issue discount/premium is reported as a financing use/source when debt is first issued, whereas this amount is eliminated in the statement of activities and reduces/increases long-term liabilities in the statement of net position.	(41,035)
---	----------

Change in net position of governmental activities	\$ <u>(357,900)</u>
---	---------------------

See notes to the financial statements

**FOREST LAKE COMMUNITY DEVELOPMENT DISTRICT
POLK COUNTY, FLORIDA
NOTES TO FINANCIAL STATEMENTS**

NOTE 1 - NATURE OF ORGANIZATION AND REPORTING ENTITY

Forest Lake Community Development District (the "District") was established by the Board of County Commissioners of Polk County's approval of Ordinance No. 19-071 effective on December 3, 2019 pursuant to the Uniform Community Development District Act of 1980, otherwise known as Chapter 190, Florida Statutes. The Act provides among other things, the power to manage basic services for community development, power to borrow money and issue bonds, and to levy and assess non-ad valorem assessments for the financing and delivery of capital infrastructure.

The District was established for the purposes of financing and managing the acquisition, construction, maintenance and operation of a portion of the infrastructure necessary for community development within the District.

The District is governed by the Board of Supervisors ("Board"), which is composed of five members. The Supervisors are elected on an at large basis by the owners of the property within the District. The Board exercises all powers granted to the District pursuant to Chapter 190, Florida Statutes. As of September 30, 2020, all of the Board members are affiliated with JMBI Real Estate, LLC ("Developer").

The Board has the responsibility for:

1. Allocating and levying assessments.
2. Approving budgets.
3. Exercising control over facilities and properties.
4. Controlling the use of funds generated by the District.
5. Approving the hiring and firing of key personnel.
6. Financing improvements.

The financial statements were prepared in accordance with Governmental Accounting Standards Board ("GASB") Statements. Under the provisions of those standards, the financial reporting entity consists of the primary government, organizations for which the District is considered to be financially accountable and other organizations for which the nature and significance of their relationship with the District are such that, if excluded, the financial statements of the District would be considered incomplete or misleading. There are no entities considered to be component units of the District; therefore, the financial statements include only the operations of the District.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Government-Wide and Fund Financial Statements

The basic financial statements include both government-wide and fund financial statements.

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the non-fiduciary activities of the primary government. For the most part, the effect of interfund activity has been removed from these statements.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment is offset by program revenues. *Direct expenses* are those that are clearly identifiable with a specific function or segment. *Program revenues* include: 1) charges to customers who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment; operating-type special assessments for maintenance and debt service are treated as charges for services and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Other items not included among program revenues are reported instead as *general revenues*.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Measurement Focus, Basis of Accounting and Financial Statement Presentation

The government-wide financial statements are reported using the *economic resources measurement* focus and the *accrual basis of accounting*. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Assessments are recognized as revenues in the year for which they are levied. Grants and similar items are to be recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be *available* when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures are recorded only when payment is due.

Assessments

Assessments are non-ad valorem assessments on benefited property within the District. Operating and maintenance assessments are based upon the adopted budget and levied annually at a public hearing of the District. Debt service assessments are levied when Bonds are issued and assessed and collected on an annual basis. The District may collect assessments directly or utilize the uniform method of collection under Florida Statutes. Direct collected assessments are due as determined by annual assessment resolution adopted by the Board of Supervisors. Assessments collected under the uniform method are mailed by the County Tax Collector on November 1 and due on or before March 31 of each year. Property owners may prepay a portion or all of the debt service assessments on their property subject to various provisions in the Bond documents.

Assessments and interest associated with the current fiscal period are considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. The portion of assessments receivable due within the current fiscal period is considered to be susceptible to accrual as revenue of the current period.

The District reports the following major governmental funds:

General Fund

The general fund is the general operating fund of the District. It is used to account for all financial resources except those required to be accounted for in another fund.

Debt Service Fund

The debt service fund is used to account for the accumulation of resources for the annual payment of principal and interest on long-term debt.

Capital Projects Fund

This fund accounts for the financial resources to be used for the acquisition or construction of major infrastructure within the District.

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements.

When both restricted and unrestricted resources are available for use, it is the government's policy to use restricted resources first for qualifying expenditures, then unrestricted resources as they are needed.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Assets, Liabilities and Net Position or Equity

Restricted Assets

These assets represent cash and investments set aside pursuant to Bond covenants or other contractual restrictions.

Deposits and Investments

The District's cash and cash equivalents are considered to be cash on hand and demand deposits (interest and non-interest bearing).

The District has elected to proceed under the Alternative Investment Guidelines as set forth in Section 218.415 (17) Florida Statutes. The District may invest any surplus public funds in the following:

- a) The Local Government Surplus Trust Funds, or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperation Act;
- b) Securities and Exchange Commission registered money market funds with the highest credit quality rating from a nationally recognized rating agency;
- c) Interest bearing time deposits or savings accounts in qualified public depositories;
- d) Direct obligations of the U.S. Treasury.

Securities listed in paragraph c and d shall be invested to provide sufficient liquidity to pay obligations as they come due.

The District records all interest revenue related to investment activities in the respective funds. Investments are measured at amortized cost or reported at fair value as required by generally accepted accounting principles.

Prepaid Items

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both government-wide and fund financial statements.

Capital Assets

Capital assets which include property, plant and equipment, and infrastructure assets (e.g., roads, sidewalks and similar items) are reported in the government activities columns in the government-wide financial statements. Capital assets are defined by the government as assets with an initial, individual cost of more than \$5,000 and an estimated useful life in excess of two years. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at acquisition value at the date of donation.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are not capitalized. Major outlays for capital assets and improvements are capitalized as projects are constructed.

As of September 30, 2020, the District does not have any depreciating capital assets.

In the governmental fund financial statements, amounts incurred for the acquisition of capital assets are reported as fund expenditures. Depreciation expense is not reported in the governmental fund financial statements.

Unearned Revenue

Governmental funds report unearned revenue in connection with resources that have been received, but not yet earned.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Assets, Liabilities and Net Position or Equity (Continued)

Long-Term Obligations

In the government-wide financial statements long-term debt and other long-term obligations are reported as liabilities in the statement of net position. Bond premiums and discounts are deferred and amortized over the life of the Bonds. Bonds payable are reported net of applicable premiums or discounts. Bond issuance costs are expensed when incurred.

In the fund financial statements, governmental fund types recognize premiums and discounts, as well as issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

Deferred Outflows/Inflows of Resources

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then.

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time.

Fund Equity/Net Position

In the fund financial statements, governmental funds report non spendable and restricted fund balance for amounts that are not available for appropriation or are legally restricted by outside parties for use for a specific purpose. Assignments of fund balance represent tentative management plans that are subject to change.

The District can establish limitations on the use of fund balance as follows:

Committed fund balance – Amounts that can be used only for the specific purposes determined by a formal action (resolution) of the Board of Supervisors. Commitments may be changed or lifted only by the Board of Supervisors taking the same formal action (resolution) that imposed the constraint originally. Resources accumulated pursuant to stabilization arrangements sometimes are reported in this category.

Assigned fund balance – Includes spendable fund balance amounts established by the Board of Supervisors that are intended to be used for specific purposes that are neither considered restricted nor committed. The Board may also assign fund balance as it does when appropriating fund balance to cover differences in estimated revenue and appropriations in the subsequent year's appropriated budget. Assignments are generally temporary and normally the same formal action need not be taken to remove the assignment.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Assets, Liabilities and Net Position or Equity (Continued)

Fund Equity/Net Position (Continued)

The District first uses committed fund balance, followed by assigned fund balance and then unassigned fund balance when expenditures are incurred for purposes for which amounts in any of the unrestricted fund balance classifications could be used.

Net position is the difference between assets and deferred outflows of resources less liabilities and deferred inflows of resources. Net position in the government-wide financial statements are categorized as net investment in capital assets, restricted or unrestricted. Net investment in capital assets represents net position related to infrastructure and property, plant and equipment. Restricted net position represents the assets restricted by the District's Bond covenants or other contractual restrictions. Unrestricted net position consists of the net position not meeting the definition of either of the other two components.

Other Disclosures

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenditures during the reporting period. Actual results could differ from those estimates.

NOTE 3 - BUDGETARY INFORMATION

The District is required to establish a budgetary system and an approved Annual Budget. Annual Budgets are adopted on a basis consistent with generally accepted accounting principles for the general fund. All annual appropriations lapse at fiscal year-end.

The District follows these procedures in establishing the budgetary data reflected in the financial statements.

- a) Each year the District Manager submits to the District Board a proposed operating budget for the fiscal year commencing the following October 1.
- b) Public hearings are conducted to obtain comments.
- c) Prior to October 1, the budget is legally adopted by the District Board.
- d) All budget changes must be approved by the District Board.
- e) The budgets are adopted on a basis consistent with generally accepted accounting principles.
- f) Unused appropriations for annually budgeted funds lapse at the end of the year.

NOTE 4 – DEPOSITS AND INVESTMENTS

Deposits

The District's cash balances were entirely covered by federal depository insurance or by a collateral pool pledged to the State Treasurer. Florida Statutes Chapter 280, "Florida Security for Public Deposits Act", requires all qualified depositories to deposit with the Treasurer or another banking institution eligible collateral equal to various percentages of the average daily balance for each month of all public deposits in excess of any applicable deposit insurance held. The percentage of eligible collateral (generally, U.S. Governmental and agency securities, state or local government debt, or corporate bonds) to public deposits is dependent upon the depository's financial history and its compliance with Chapter 280. In the event of a failure of a qualified public depository, the remaining public depositories would be responsible for covering any resulting losses.

NOTE 4 – DEPOSITS AND INVESTMENTS (Continued)

Investments

The District's investments were held as follows at September 30, 2020:

	Amortized Cost	Credit Risk	Maturities
First American Treasury Obligations Fund Class Y	\$ 8,533,636	S&P AAAM	Weighted average of the fund portfolio: 46 days
	<u>\$ 8,533,636</u>		

Credit risk – For investments, credit risk is generally the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. Investment ratings by investment type are included in the preceding summary of investments.

Concentration risk – The District places no limit on the amount the District may invest in any one issuer.

Interest rate risk – The District does not have a formal policy that limits investment maturities as a means of managing exposure to fair value losses arising from increasing interest rates.

However, the Bond Indenture limits the type of investments held using unspent proceeds.

Fair Value Measurement – When applicable, the District measures and records its investments using fair value measurement guidelines established in accordance with GASB Statements. The framework for measuring fair value provides a fair value hierarchy that prioritizes the inputs to valuation techniques.

These guidelines recognize a three-tiered fair value hierarchy, in order of highest priority, as follows:

- *Level 1:* Investments whose values are based on unadjusted quoted prices for identical investments in active markets that the District has the ability to access;
- *Level 2:* Investments whose inputs - other than quoted market prices - are observable either directly or indirectly; and,
- *Level 3:* Investments whose inputs are unobservable.

The fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the entire fair value measurement. Valuation techniques used should maximize the use of observable inputs and minimize the use of unobservable inputs.

Money market investments that have a maturity at the time of purchase of one year or less and are held by governments other than external investment pools should be measured at amortized cost. Accordingly, the District's investments have been reported at amortized cost above.

NOTE 5 – CAPITAL ASSETS

Capital asset activity for the period from inception December 3, 2019 to September 30, 2020 was as follows:

	Beginning Balance	Additions	Reductions	Ending Balance
<u>Governmental activities</u>				
Capital assets, not being depreciated				
Infrastructure under construction	\$ -	\$ 1,294,046	\$ -	\$ 1,294,046
Total capital assets, not being depreciated	-	1,294,046	-	1,294,046
Governmental activities capital assets, net	<u>\$ -</u>	<u>\$ 1,294,046</u>	<u>\$ -</u>	<u>\$ 1,294,046</u>

NOTE 5 – CAPITAL ASSETS (Continued)

The infrastructure intended to serve the District has been estimated at a total cost of approximately \$13,174,700. The infrastructure will include stormwater pond construction, roadways, water and sewer facilities, parks and recreational facilities and off-site improvements. A portion of the project costs are expected to be financed with the proceeds from the issuance of Bonds with the remainder to be funded by the Developer and conveyed to the District. Upon completion, the water and sewer systems and offsite improvements are to be conveyed to others for ownership and maintenance responsibilities.

NOTE 6 – LONG TERM LIABILITIES

Series 2020

On September 29, 2020, the District issued \$8,845,000 of Special Assessment Revenue Bonds, Series 2020 consisting of \$700,000 Term Bonds Series 2020 due on May 1, 2025, \$1,000,000 Term Bonds due on May 1, 2030, \$2,665,000 Term Bonds Series 2020 due on May 1, 2040, and \$4,480,000 Term Bonds due on May 1, 2051 with fixed interest rates ranging from 2.625% to 4.0%. The Bonds were issued to finance the acquisition and construction of certain improvements for the benefit of the District. Interest is to be paid semiannually on each May 1 and November 1, commencing on May 1, 2021 and principal on the bonds is to be paid serially commencing May 1, 2022 through May 1, 2051.

The Series 2020 Bonds are subject to optional redemption, mandatory sinking fund and extraordinary mandatory redemption at the times, in the amounts at the redemption prices more fully described in the Redemption Provisions.

The Bond Indenture established a debt service reserve requirement as well as other restrictions and requirements relating principally to the use of proceeds to pay for the infrastructure improvements and the procedures to be followed by the District on assessments to property owners. The District agrees to levy special assessments in annual amounts adequate to provide payment of debt service and to meet the reserve requirements. The District was in compliance with the requirements at September 30, 2020.

Long-term debt activity

Changes in long-term liability activity for the fiscal year ended September 30, 2020 were as follows:

	Beginning Balance	Additions	Reductions	Ending Balance	Due Within One Year
<u>Governmental activities</u>					
Bonds Payable					
Series 2020	\$ -	\$ 8,845,000	\$ -	\$ 8,845,000	\$ -
Plus: Original Issue Premium	-	41,035	-	41,035	-
Total	\$ -	\$ 8,886,035	\$ -	\$ 8,886,035	\$ -

At September 30, 2020, the scheduled debt service requirements on the long-term debt were as follows:

Year ending September 30:	Governmental Activities		
	Principal	Interest	Total
2021	\$ -	\$ 198,264	\$ 198,264
2022	170,000	336,675	506,675
2023	175,000	332,213	507,213
2024	175,000	327,619	502,619
2025	180,000	323,025	503,025
2026-2030	1,000,000	1,528,775	2,528,775
2031-2035	1,200,000	1,337,000	2,537,000
2036-2040	1,465,000	1,076,400	2,541,400
2041-2045	1,795,000	758,200	2,553,200
2046-2050	2,190,000	368,800	2,558,800
2051	495,000	19,800	514,800
	<u>\$ 8,845,000</u>	<u>\$ 6,606,771</u>	<u>\$ 15,451,771</u>

NOTE 7 - DEVELOPER TRANSACTIONS

The Developer has agreed to fund the general operations of the District. In connection with that agreement, Developer contributions to the general fund were \$80,000 as of September 30, 2020.

NOTE 8 - CONCENTRATION

The District's activity is dependent upon the continued involvement of the Developer and major landowners, the loss of which could have a material adverse effect on the District's operations.

NOTE 9 - MANAGEMENT COMPANY

The District has contracted with a management company to perform services which include financial and accounting advisory services. Certain employees of the management company also serve as officers of the District. Under the agreement, the District compensates the management company for management, accounting, financial reporting, computer and other administrative costs.

NOTE 10 - RISK MANAGEMENT

The District is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; and natural disasters. The District has obtained commercial insurance from independent third parties to mitigate the costs of these risks; coverage may not extend to all situations. There were no settled claims since inception of the District.

**FOREST LAKE COMMUNITY DEVELOPMENT DISTRICT
POLK COUNTY, FLORIDA
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN
FUND BALANCE - BUDGET AND ACTUAL – GENERAL FUND
FOR THE PERIOD FROM INCEPTION DECEMBER 3, 2019 TO SEPTEMBER 30, 2020**

	Budgeted Amounts <u>Original & Final</u>	Actual Amounts	Variance with Final Budget - Positive (Negative)
REVENUES			
Developer Contributions	\$ 99,238	\$ 80,000	\$ (19,238)
Total revenues	<u>99,238</u>	<u>80,000</u>	<u>(19,238)</u>
EXPENDITURES			
Current:			
General government	99,238	75,356	23,882
Total expenditures	<u>99,238</u>	<u>75,356</u>	<u>23,882</u>
Excess (deficiency) of revenues over (under) expenditures	<u>\$ -</u>	4,644	<u>\$ 4,644</u>
Fund balance - beginning		<u>-</u>	
Fund balance - ending		<u>\$ 4,644</u>	

See notes to required supplementary information

**FOREST LAKE COMMUNITY DEVELOPMENT DISTRICT
POLK COUNTY, FLORIDA
NOTES TO REQUIRED SUPPLEMENTARY INFORMATION**

The District is required to establish a budgetary system and an approved Annual Budget for the general fund. The District's budgeting process is based on estimates of cash receipts and cash expenditures which are approved by the Board. The budget approximates a basis consistent with accounting principles generally accepted in the United States of America (generally accepted accounting principles).

The legal level of budgetary control, the level at which expenditures may not exceed budget, is in the aggregate. Any budget amendments that increase the aggregate budgeted appropriations must be approved by the Board of Supervisors. Actual general fund expenditures did not exceed appropriations for the period from inception December 3, 2019 to September 30, 2020.



Grau & Associates

CERTIFIED PUBLIC ACCOUNTANTS

951 Yamato Road • Suite 280
Boca Raton, Florida 33431
(561) 994-9299 • (800) 299-4728
Fax (561) 994-5823
www.graucpa.com

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

To the Board of Supervisors
Forest Lake Community Development District
Polk County, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities and each major fund of Forest Lake Community Development District, Polk County, Florida ("District") as of and for the period from inception December 3, 2019 to September 30, 2020, and the related notes to the financial statements, which collectively comprise the District's basic financial statements, and have issued our opinion thereon dated June 3, 2021.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the District's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the District's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

June 3, 2021



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

951 Yamato Road • Suite 280
Boca Raton, Florida 33431
(561) 994-9299 • (800) 299-4728
Fax (561) 994-5823
www.graucpa.com

**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE WITH THE
REQUIREMENTS OF SECTION 218.415, FLORIDA STATUTES, REQUIRED BY
RULE 10.556(10) OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA**

To the Board of Supervisors
Forest Lake Community Development District
Polk County, Florida

We have examined Forest Lake Community Development District, Polk County, Florida's ("District") compliance with the requirements of Section 218.415, Florida Statutes, in accordance with Rule 10.556(10) of the Auditor General of the State of Florida during the period from inception December 3, 2019 to September 30, 2020. Management is responsible for District's compliance with those requirements. Our responsibility is to express an opinion on District's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the District complied, in all material respects, with the specified requirements referenced in Section 218.415, Florida Statutes. An examination involves performing procedures to obtain evidence about whether the District complied with the specified requirements. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material noncompliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion. Our examination does not provide a legal determination on the District's compliance with specified requirements.

In our opinion, the District complied, in all material respects, with the aforementioned requirements for the period from inception December 3, 2019 to September 30, 2020.

This report is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, management, and the Board of Supervisors of Forest Lake Community Development District, Polk County, Florida and is not intended to be and should not be used by anyone other than these specified parties.

June 3, 2021



Grau & Associates

CERTIFIED PUBLIC ACCOUNTANTS

951 Yamato Road • Suite 280
Boca Raton, Florida 33431
(561) 994-9299 • (800) 299-4728
Fax (561) 994-5823
www.graucpa.com

MANAGEMENT LETTER PURSUANT TO THE RULES OF THE AUDITOR GENERAL FOR THE STATE OF FLORIDA

To the Board of Supervisors
Forest Lake Community Development District
Polk County, Florida

Report on the Financial Statements

We have audited the accompanying basic financial statements of Forest Lake Community Development District, Polk County, Florida ("District") as of and for the period from inception December 3, 2019 to September 30, 2020, and have issued our report thereon dated June 3, 2021.

Auditor's Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and Chapter 10.550, Rules of the Florida Auditor General.

Other Reporting Requirements

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Government Auditing Standards*; and Independent Auditor's Report on an examination conducted in accordance with *AICPA Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports, which are dated June 3, 2021, should be considered in conjunction with this management letter.

Purpose of this Letter

The purpose of this letter is to comment on those matters required by Chapter 10.550 of the Rules of the Auditor General for the State of Florida. Accordingly, in connection with our audit of the financial statements of the District, as described in the first paragraph, we report the following:

- I. **Current year findings and recommendations.**
- II. **Status of prior year findings and recommendations.**
- III. **Compliance with the Provisions of the Auditor General of the State of Florida.**

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, as applicable, management, and the Board of Supervisors of Forest Lake Community Development District, Polk County, Florida and is not intended to be and should not be used by anyone other than these specified parties.

We wish to thank Forest Lake Community Development District, Polk County, Florida and the personnel associated with it, for the opportunity to be of service to them in this endeavor as well as future engagements, and the courtesies extended to us.

June 3, 2021

REPORT TO MANAGEMENT

I. CURRENT YEAR FINDINGS AND RECOMMENDATIONS

None

II. PRIOR YEAR FINDINGS AND RECOMMENDATIONS

Not applicable. First year audit.

III. COMPLIANCE WITH THE PROVISIONS OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA

Unless otherwise required to be reported in the auditor's report on compliance and internal controls, the management letter shall include, but not be limited to the following:

1. A statement as to whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report.

Not applicable. First year audit.

2. Any recommendations to improve the local governmental entity's financial management.

There were no such matters discovered by, or that came to the attention of, the auditor, to be reported for the period from inception December 3, 2019 to September 30, 2020.

3. Noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance.

There were no such matters discovered by, or that came to the attention of, the auditor, to be reported, for the period from inception December 3, 2019 to September 30, 2020.

4. The name or official title and legal authority of the District are disclosed in the notes to the financial statements.
5. The District has not met one or more of the financial emergency conditions described in Section 218.503(1), Florida Statutes.
6. We applied financial condition assessment procedures and no deteriorating financial conditions were noted as of September 30, 2020. It is management's responsibility to monitor financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.

SECTION VII

*Item will be
provided under
separate cover.*

SECTION VIII

SECTION C

SECTION 1

Forest Lake

Community Development District

Summary of Checks

May 26, 2021 to June 29, 2021

Bank	Date	Check No.'s	Amount
General Fund	6/21/21	71	\$ 78.15
	6/29/21	72-75	\$ 12,145.61
			<hr/>
			\$ 12,223.76
			<hr/>
			\$ 12,223.76

*** CHECK DATES 05/26/2021 - 06/29/2021 ***
 FOREST LAKE CDD
 BANK A GENERAL FUND

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK.... AMOUNT #
6/21/21	00013	5/21/21 67793 07	202105 320-53800-43000	1300 HOLLY HILL LIFT	*	78.15	
				DUKE ENERGY			78.15 000071
6/29/21	99999	6/29/21 VOID	202106 000-00000-00000	VOID CHECK	C	.00	
				*****INVALID VENDOR NUMBER*****			.00 000072
6/29/21	00001	3/01/21 20	202103 310-51300-34000	MANAGEMENT FEES MARCH 21	*	2,916.67	
		3/01/21 20	202103 310-51300-35200	INFO TECHNOLOGY MARCH 21	*	100.00	
		3/01/21 20	202103 310-51300-31300	DISSEMINATION SVCS MAR 21	*	416.67	
		3/01/21 20	202103 310-51300-51000	OFFICE SUPPLIES MARCH 21	*	.27	
		3/01/21 20	202103 310-51300-42000	POSTAGE MARCH 21	*	4.82	
		5/01/21 22	202105 310-51300-34000	MANAGEMENT FEES MAY 21	*	2,916.67	
		5/01/21 22	202105 310-51300-35200	INFO TECHNOLOGY MAY 21	*	100.00	
		5/01/21 22	202105 310-51300-31300	DISSEMINATION MAY 21	*	416.67	
		5/01/21 22	202105 310-51300-51000	OFFICE SUPPLIES	*	2.77	
		5/01/21 22	202105 310-51300-42000	POSTAGE	*	4.99	
		5/01/21 22	202105 310-51300-42500	COPIES	*	1.35	
		6/01/21 23	202106 310-51300-34000	MANAGEMENT FEES JUNE21	*	2,916.67	
		6/01/21 23	202106 310-51300-35200	INFORMATION TEC JUNE21	*	100.00	
		6/01/21 23	202106 310-51300-31300	DISSEMINATION JUNE21	*	416.67	
		6/01/21 23	202106 310-51300-51000	OFFICE SUPPLIES	*	2.77	
		6/01/21 23	202106 310-51300-42000	POSTAGE	*	4.59	
				GOVERNMENTAL MANAGEMENT SERVICES-			10,321.58 000073
6/29/21	00002	4/30/21 122926	202104 310-51300-31500	GENERAL COUNSEL 04/30/21	*	1,393.53	
				HOPPING GREEN & SAMS			1,393.53 000074
				FORL FOREST LAKE CD KCOSTA			

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
6/29/21	00010	5/31/21 1047309	202105 310-51300-48000		*	430.50	
		NOT OF BOS MEETING 5/25		THE LEDGER/NEWS CHIEF			430.50 000075

						TOTAL FOR BANK A	12,223.76
						TOTAL FOR REGISTER	12,223.76

SECTION 2

Forest Lake
Community Development District

Unaudited Financial Reporting
May 31, 2021



Table of Contents

1	<hr/> Balance Sheet
2	<hr/> General Fund
3	<hr/> Series 2020 Debt Service Fund
4	<hr/> Series 2020 Capital Projects Fund
5	<hr/> Month to Month
6	<hr/> Long Term Debt Report

Forest Lake
Community Development District
Combined Balance Sheet
May 31, 2021

	<i>General Fund</i>	<i>Debt Service Fund</i>	<i>Capital Projects Fund</i>	<i>Totals Governmental Funds</i>
Assets:				
Cash:				
Operating Account	\$ 18,862	\$ -	\$ -	\$ 18,862
Series 2020				
Reserve	\$ -	\$ 505,200	\$ -	\$ 505,200
Interest	\$ -	\$ 0	\$ -	\$ 0
Revenue	\$ -	\$ 45,898	\$ -	\$ 45,898
Construction	\$ -	\$ -	\$ 1,339,731	\$ 1,339,731
Cost of Issuance	\$ -	\$ -	\$ -	\$ -
Total Assets	\$ 18,862	\$ 551,098	\$ 1,339,731	\$ 1,909,691
Liabilities:				
Accounts Payable	\$ 6,959	\$ -	\$ -	\$ 6,959
Retainage Payable	\$ -	\$ -	\$ 70,555	\$ 70,555
Total Liabilities	\$ 6,959	\$ -	\$ 70,555	\$ 77,514
Fund Balances:				
Unassigned	\$ 11,903	\$ -	\$ -	\$ 11,903
Assigned for Debt Service	\$ -	\$ 551,098	\$ -	\$ 551,098
Assigned for Capital Projects	\$ -	\$ -	\$ 1,269,176	\$ 1,269,176
Total Fund Balances	\$ 11,903	\$ 551,098	\$ 1,269,176	\$ 1,832,177
Total Liabilities & Fund Balance	\$ 18,862	\$ 551,098	\$ 1,339,731	\$ 1,909,691

Forest Lake
Community Development District
General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending May 31, 2021

	Adopted Budget	Prorated Budget Thru 05/31/21	Actual Thru 05/31/21	Variance
Revenues				
Assessments - Lot Closings	\$ -	\$ -	\$ 12,812	\$ 12,812
Developer Contributions	\$ 165,127	\$ 40,000	\$ 40,000	\$ -
Total Revenues	\$ 165,127	\$ 40,000	\$ 52,812	\$ 12,812
Expenditures:				
<u>General & Administrative:</u>				
Supervisor Fees	\$ 12,000	\$ 8,000	\$ 2,600	\$ 5,400
Engineering	\$ 15,000	\$ 10,000	\$ -	\$ 10,000
Attorney	\$ 25,000	\$ 16,667	\$ 3,128	\$ 13,539
Annual Audit	\$ 3,000	\$ 3,000	\$ 4,300	\$ (1,300)
Assessment Administration	\$ 5,000	\$ -	\$ -	\$ -
Arbitrage	\$ 650	\$ -	\$ -	\$ -
Dissemination	\$ 5,000	\$ 3,333	\$ 3,333	\$ (0)
Trustee Fees	\$ 3,550	\$ -	\$ -	\$ -
Management Fees	\$ 35,000	\$ 23,333	\$ 23,333	\$ (0)
Information Technology	\$ 2,350	\$ 1,567	\$ 800	\$ 767
Telephone	\$ 300	\$ 200	\$ -	\$ 200
Postage & Delivery	\$ 1,000	\$ 667	\$ 21	\$ 646
Insurance	\$ 5,000	\$ 5,000	\$ 5,000	\$ -
Printing & Binding	\$ 1,000	\$ 667	\$ 54	\$ 613
Legal Advertising	\$ 10,000	\$ 6,667	\$ 1,792	\$ 4,875
Other Current Charges	\$ 5,000	\$ 3,333	\$ 854	\$ 2,479
Office Supplies	\$ 625	\$ 417	\$ 14	\$ 403
Travel Per Diem	\$ 660	\$ 440	\$ -	\$ 440
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ 175	\$ -
Total General & Administrative:	\$ 130,310	\$ 83,465	\$ 45,404	\$ 38,061
<u>Operations and Maintenance Expenses</u>				
Field Expenses				
Property Insurance	\$ 5,000	\$ -	\$ -	\$ -
Field Management	\$ 6,250	\$ -	\$ -	\$ -
Landscape Maintenance	\$ 11,650	\$ -	\$ -	\$ -
Landscape Replacement	\$ 1,042	\$ -	\$ -	\$ -
Streetlights	\$ 5,250	\$ -	\$ -	\$ -
Electric	\$ 833	\$ 148	\$ 148	\$ -
Water & Sewer	\$ 417	\$ -	\$ -	\$ -
Sidewalk & Asphalt Maintenance	\$ 208	\$ -	\$ -	\$ -
Irrigation Repairs	\$ 1,042	\$ -	\$ -	\$ -
General Repairs & Maintenance	\$ 2,083	\$ -	\$ -	\$ -
Contingency	\$ 1,042	\$ -	\$ -	\$ -
Total Operations and Maintenance Expenses	\$ 34,817	\$ 148	\$ 148	\$ -
Total Expenditures	\$ 165,127	\$ 83,613	\$ 45,552	\$ 38,061
Excess Revenues (Expenditures)	\$ -		\$ 7,260	
Fund Balance - Beginning	\$ -		\$ 4,643	
Fund Balance - Ending	\$ -		\$ 11,903	

Forest Lake
Community Development District
Debt Service Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending May 31, 2021

	Adopted	Prorated Budget	Actual	
	Budget	Thru 05/31/21	Thru 05/31/21	Variance
Revenues				
Assessments - Lot Closings	\$ -	\$ -	\$ 45,873	\$ 45,873
Interest	\$ -	\$ -	\$ 25	\$ 25
Total Revenues	\$ -	\$ -	\$ 45,898	\$ 45,898
Expenditures:				
Interest Expense - 11/1	\$ -	\$ -	\$ -	\$ -
Principal Expense - 5/1	\$ -	\$ -	\$ -	\$ -
Interest Expense - 5/1	\$ -	\$ -	\$ 198,264	\$ (198,264)
Total Expenditures	\$ -	\$ -	\$ 198,264	\$ (198,264)
Other Sources/(Uses)				
Transfer In/(Out)	\$ -	\$ -	\$ 0	\$ -
Total Other Financing Sources (Uses)	\$ -	\$ -	\$ 0	\$ -
Excess Revenues (Expenditures)	\$ -		\$ (152,366)	
Fund Balance - Beginning	\$ -		\$ 703,464	
Fund Balance - Ending	\$ -		\$ 551,098	

Forest Lake
Community Development District
Capital Projects Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending May 31, 2021

	Adopted	Prorated Budget	Actual	
	Budget	Thru 05/31/21	Thru 05/31/21	Variance
Revenues				
Interest	\$ -	\$ -	\$ 165	\$ 165
Total Revenues	\$ -	\$ -	\$ 165	\$ 165
Expenditures:				
Capital Outlay	\$ -	\$ -	\$ 5,249,794	\$ (5,249,794)
Capital Outlay - Cost of Issuance	\$ -	\$ -	\$ 7,175	\$ (7,175)
Total Expenditures	\$ -	\$ -	\$ 5,256,969	\$ (5,256,969)
Other Financing Sources/(Uses)				
Transfer In/(Out)	\$ -	\$ -	\$ (0)	\$ (0)
Total Other Financing Sources (Uses)	\$ -	\$ -	\$ (0)	\$ (0)
Excess Revenues (Expenditures)	\$ -		\$ (5,256,804)	
Fund Balance - Beginning	\$ -		\$ 6,525,980	
Fund Balance - Ending	\$ -		\$ 1,269,176	

Forest Lake
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Total
Revenues													
Assessments - Lot Closings	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	12,812	\$ -	\$ -	\$ -	\$ -	12,812
Developer Contributions	\$ 20,000	\$ -	\$ -	\$ -	\$ -	20,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	40,000
Total Revenues	\$ 20,000	\$ -	\$ -	\$ -	\$ -	20,000	\$ -	12,812	\$ -	\$ -	\$ -	\$ -	52,812
Expenditures:													
<u>General & Administrative:</u>													
Supervisor Fees	\$ 1,000	\$ -	\$ -	\$ -	\$ -	800	800	\$ -	\$ -	\$ -	\$ -	\$ -	2,600
Engineering	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Attorney	\$ 1,463	\$ 413	\$ 256	\$ 216	\$ -	781	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	3,128
Annual Audit	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	4,300	\$ -	\$ -	\$ -	\$ -	\$ -	4,300
Assessment Administration	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Arbitrage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Dissemination	\$ 417	\$ 417	\$ 417	\$ 417	\$ 417	\$ 417	\$ 417	\$ 417	\$ -	\$ -	\$ -	\$ -	3,333
Trustee Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Management Fees	\$ 2,917	\$ 2,917	\$ 2,917	\$ 2,917	\$ 2,917	\$ 2,917	\$ 2,917	\$ 2,917	\$ -	\$ -	\$ -	\$ -	23,333
Information Technology	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ -	\$ -	\$ -	\$ -	800
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Postage & Delivery	\$ 3	\$ 4	\$ 1	\$ 4	\$ -	5	\$ -	5	\$ -	\$ -	\$ -	\$ -	21
Insurance	\$ 5,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	5,000
Printing & Binding	\$ 38	\$ 9	\$ -	\$ -	\$ -	\$ -	6	1	\$ -	\$ -	\$ -	\$ -	54
Legal Advertising	\$ 510	\$ -	\$ 421	\$ -	\$ -	431	431	\$ -	\$ -	\$ -	\$ -	\$ -	1,792
Other Current Charges	\$ -	\$ -	\$ 343	\$ 120	\$ 120	120	120	30	\$ -	\$ -	\$ -	\$ -	854
Office Supplies	\$ 5	\$ 3	\$ 0	\$ 0	\$ -	0	3	3	\$ -	\$ -	\$ -	\$ -	14
Travel Per Diem	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Dues, Licenses & Subscriptions	\$ 175	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	175
Total General & Administrative:	\$ 11,628	\$ 3,861	\$ 4,454	\$ 3,774	\$ 3,553	\$ 5,570	\$ 9,092	\$ 3,473	\$ -	\$ -	\$ -	\$ -	45,404
<u>Operations and Maintenance Expenses</u>													
Field Expenses													
Property Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Field Management	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Landscape Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Landscape Replacement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Streetlights	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Electric	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	148	\$ -	\$ -	\$ -	\$ -	148
Water & Sewer	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Sidewalk & Asphalt Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Irrigation Repairs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
General Repairs & Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Contingency	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Total Operations and Maintenance Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	148	\$ -	\$ -	\$ -	\$ -	148
Total Expenditures	\$ 11,628	\$ 3,861	\$ 4,454	\$ 3,774	\$ 3,553	\$ 5,570	\$ 9,092	\$ 3,621	\$ -	\$ -	\$ -	\$ -	45,552
Excess Revenues (Expenditures)	\$ 8,372	\$ (3,861)	\$ (4,454)	\$ (3,774)	\$ (3,553)	14,430	\$ (9,092)	9,191	\$ -	\$ -	\$ -	\$ -	7,260

Forest Lake

Community Development District

Long Term Debt Report

SERIES 2020, SPECIAL ASSESSMENT REVENUE BONDS		
INTEREST RATE:	2.625%, 3.250%, 4.000%	
MATURITY DATE:	11/1/2051	
RESERVE FUND DEFINITION	MAXIMUM ANNUAL DEBT SERVICE	
RESERVE FUND REQUIREMENT	\$505,200	
RESERVE FUND BALANCE	\$505,200	
BONDS OUTSTANDING - 09/29/20		\$8,845,000
CURRENT BONDS OUTSTANDING		\$8,845,000

SECTION 3

Requisition	Payee/Vendor	Amount
55	RIPA & Associates, LLC	\$ 915,360.93
56	Duke Energy	\$ 8,910.01
57	Danielle Fence	\$ 18,514.65
58	Wood & Associates Engineering, LLC	\$ 34,381.25
59	Duke Energy	\$ 29,589.95
60	HUB International Midwest West	\$ 54,368.00
61	JMBI Real Estate, LLC	\$ 3,000.00
62	Hopping, Green & Sams	\$ 146.00
63	JMBI Real Estate, LLC	\$ 3,000.00
64	JMBI Real Estate, LLC	\$ 2,460.00
65	RIPA & Associates, LLC	\$ 340,719.09
66	Furr, Wegman & Banks Architects, P.A.	\$ 1,165.00
67	Hopping, Green & Sams	\$ 109.50
68	Horner Environmental Professionals, Inc.	\$ 1,350.00
69	JMBI Real Estate, LLC	\$ 3,000.00
70	RIPA & Associates, LLC	\$ 119,159.25
71	Faulkner Engineering Services, Inc.	\$ 23,280.00
72	Florida Wall Concepts, Inc.	\$ 14,838.75
73	JMBI Real Estate, LLC	\$ 3,090.00
74	Greenland Services, LLC	\$ 7,500.00
75	Leading Edge Land Services, Inc.	\$ 5,414.50
76	JMBI Real Estate, LLC	\$ 3,000.00
77	RIPA & Associates, LLC	\$ 582,794.12
78	Danielle Fence	\$ 29,390.55
79	Florida Wall Concepts, Inc.	\$ 4,962.50
80	JMBI Real Estate, LLC	\$ 3,000.00
81	Wood & Associates Engineering, LLC	\$ 21,050.00
82	G.B. Collins Engineering	\$ 750.00
83	Hopping, Green & Sams	\$ 773.50
84	Wood & Associates Engineering, LLC	\$ 75.00
85	NOT PAID	\$ -
86	RIPA & Associates, LLC	\$ 13,548.95
	TOTAL	\$ 2,248,701.50