# Forest Lake Community Development District

Meeting Agenda

November 2, 2021

# AGENDA

# Forest Lake

# Community Development District

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

October 26, 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, November 2, 2021 at 1:45 PM at 346 E. Central Ave., Winter Haven, FL 33880.

Zoom Video Link: https://us06web.zoom.us/j/85462182554

**Call-In Number:** 1-646-876-9923 **Meeting ID:** 854 6218 2554

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 August 3, 2021 Board of Supervisors Meeting
- 4. Approval of Quote from ProPlaygrounds for Amenity Playground Equipment
- 5. Consideration of Equipment Lease/Purchase Agreement for Amenity Playground Equipment
- 6. Consideration of Engagement Letter for Fiscal Year 2021 Audit Services
- 7. Consideration of Arbitrage Rebate Report for Series 2020 AA1 Project
- 8. Consideration of Landscaping Proposals for Phase 1
  - A. FloraLawn
  - B. Omegascapes
  - C. Prince & Sons, Inc.
  - D. Viking Lawn Care and Irrigation, LLC

- 9. Consideration of Resolution 2022-01 Waiving a Portion of the Rules of Procedure Regarding Notice of District Meetings
- 10. Staff Reports
  - A. Attorney
    - i. Memorandum Regarding Wastewater Services and Stormwater Management Needs Analysis
  - 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 #91 to #104
- 11. Other Business
- 12. Supervisors Requests and Audience Comments
- 13. Adjournment

# 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, **August 3, 2021,** at 1:45 p.m. at 346 E. Central Ave., Winter Haven, Florida.

Present and constituting a quorum:

Rennie Heath Chairman Lauren Schwenk Vice Chair

Matthew Cassidy Assistant Secretary
Andrew Rhinehart Assistant Secretary

Also present were:

Jill Burns District Manager, GMS

Roy Van Wyk via Zoom KE Law Group

### FIRST ORDER OF BUSINESS

Roll Call

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

### SECOND ORDER OF BUSINESS

**Public Comment Period** 

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

THIRD ORDER OF BUSINESS

Ratification of Joint Letter from Hopping,
Green & Sams and KE Law Group
Regarding District Counsel
Representation

Ms. Burns stated that this was previously signed outside of the meeting and approved. She said it just needed to be ratified by the Board.

On MOTION by Mr. Heath, seconded by Mr. Rhinehart, with all in favor, the Joint Letter from Hopping Green & Sams and KE Law Group Regarding District Counsel Representation, was ratified.

## FOURTH ORDER OF BUSINESS

# Consideration of Fee Agreement with KE Law Group

Ms. Burns stated the fees in the agreement were the same as they were previously for counsel's services. She offered to answer any questions.

On MOTION by Ms. Schwenk, seconded by Mr. Rhinehart, with all in favor, the Fee Agreement with KE Law Group, was approved.

### FIFTH ORDER OF BUSNESS

# Approval of the Minutes of the July 6, 2021 Board of Supervisors Meeting

Ms. Burns asked for any comments, corrections, or changes to the July 6, 2021 meeting minutes. The Board had no changes or corrections.

On MOTION by Ms. Schwenk seconded by Mr. Heath, with all in favor, the Minutes of the July 6, 2021, Board of Supervisors Meeting, were approved.

#### SIXTH ORDER OF BUSINESS

## **Public Hearings**

### A. Public Hearing on the Adoption of the Fiscal Year 2022 Budget

Ms. Burns asked for a motion to open the public hearing. She stated that this had been advertised in the paper.

On MOTION by Mr. Rhinehart, seconded by Mr. Heath, with all in favor, Opening the Public Hearing, was approved.

# i. Consideration of Resolution 2021-04 Adoption of the District's Fiscal Year 2022 Budget and Appropriating Funds

Ms. Burns stated that this resolution adopted the budget and was included in the Board member's packets. She stated that there had not been any changes to it since the Board last saw it with an exception of an update to the actuals through the end of June.

On MOTION by Ms. Schwenk, seconded by Mr. Heath, with all in favor, Resolution 2021-04 Adoption of the District's Fiscal Year 2022 Budget and Appropriating Funds, was approved.

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On MOTION by Ms. Schwenk, seconded by Mr. Heath, with all in favor, Closing the Public Hearing, was approved.

# B. Public Hearing on the Imposition of Operations and Maintenance Special Assessments

Ms. Burns asked for a motion to open the public hearing. She stated that this had been advertised in the paper.

On MOTION by Ms. Schwenk, seconded by Mr. Heath, with all in favor, Opening the Public Hearing, was approved.

# i. Consideration of Resolution 2021-05 Imposing Special Assessments and Certifying an Assessment Roll

Ms. Burns stated that this was included in the Board member's packets. She offered to answer any questions.

On MOTION by Mr. Heath, seconded by Ms. Schwenk, with all in favor, Resolution 2021-05 Imposing Special Assessments and Certifying an Assessment Roll, was approved.

On MOTION by Mr. Rhinehart, seconded by Mr. Heath, with all in favor, Closing the Public Hearing, was approved.

## **SEVENTH ORDER OF BUSINESS**

Consideration of Resolution 2021-06 Designation of Regular Monthly Meeting Date, Time, and Location for Fiscal Year 2022

Ms. Burns stated that the proposed schedule was the first Tuesday of each month at 1:45 p.m.

On MOTION by Ms. Schwenk, seconded by Mr. Cassidy, with all in favor, Resolution 2021-06 Designation of Regular Monthly Meeting Date, Time, and Location for Fiscal Year 2022, was approved.

### EIGHTH ORDER OF BUSINESS

# Consideration of Resolution 2021-07 Re-Designating the Registered Agent for the District

Ms. Burns stated that this resolution would change the registered agent to Ms. Burns and her office. She elaborated that this meant that any correspondence with the state would get sent to her office.

On MOTION by Mr. Heath, seconded by Mr. Rhinehart, with all in favor, Resolution 2021-07 Redesignating the Registered Agent for the District, was approved.

#### NINTH ORDER OF BUSINESS

## **Staff Reports**

## A. Attorney

Mr. Van Wyk 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 through July 26, 2021 and was a total of \$4,812.18.

On MOTION by Mr. Heath, seconded by Ms. Schwenk, with all in favor, the Check Register for \$4,812.18, 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 #87 to #90

Ms. Burns stated the Series 2020 AA1 requisitions #87 through #90 had been approved and needed ratifying. The Board had no questions.

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On MOTION by Mr. Heath, seconded by Ms. Schwenk, with all in favor, the Series 2020 (AA1) Requisitions #87 to #90, were ratified.

# iv. Presentation of Number of Registered Voters - 0

Ms. Burns stated that they are required to determine the number of registered voters within the Districts as of April 15<sup>th</sup> each year. That number is 0.

# TENTH ORDER OF BUSINESS

**Other Business** 

There being none, the next item followed.

# **ELEVENTH ORDER OF BUSINESS**

Supervisors Requests and Audience

**Comments** 

There being none, the next item followed.

### TWELTH ORDER OF BUSINESS

Adjournment

Ms. Burns asked for a motion to adjourn.

On MOTION by Mr. Heath seconded by Mr. Rhinehart, with all in favor, the meeting was adjourned.

Secretary/Assistant Secretary	Chairman/Vice Chairman

# SECTION IV



CONTRACTO	K'	egacy Const D.B.A Pro Play		vices Group	Inc EIN:	27-1850232		
ADDRESS:	1563	Capital Circle	SE,# 144	CITY, STAT	E & ZIP CODE:	Tallah	assee, FL 32301	
CONTACT:	Paul	Adrianse		PHONE #:	800-573-7529	FAX#:	(850) 254-7150	
TOTAL CONT	RACT	AMOUNT:	\$7,737.28	•		-		
PROJECT NAI	ME:	Forest Lake playground	Amenity (	Center	AGREEMI	ENT #:	12815	
PROJECT ADI	DRESS	3: 1595 Asp	en Drive,	Davenport, I	F1 33837			
OWNER:		Forest Lake 219 E. Livin Orlando, Fl	ngston St.	fill Burns	<u>-</u> -			

THIS AGREEMENT made and entered into on this the <u>15th</u> day of <u>October</u>, <u>2021</u>, by and between Legacy Construction Services Group Inc D.B.A Pro Playgrounds, a Florida Corporation hereinafter referred to as "Contractor" and <u>Forest Lake CDD c/o Jill Burns</u>, identified above hereinafter referred to as "Owner". Owner includes the individual or entity listed above, as well as agents authorized to act on their behalf, Owner may be the actual Owner of said property, Prime Contractor, or other authorized Contractee or Agent of Owner.

### **WITNESSETH**

#### WHEREAS Owner desires to:

Furnish labor and materials to:

- 1. Install 1x play system and single bay w cant arm swing
- 2. Install 1x 30'x30'x10' Hip shade to go over the play system.
- 3. Install 2x benches with backs in ground.
- 4. Assemble 5x portable trash receptacles with liners and domes; one at playground and four at pool.
- 5. Install 48x 8" borders.
- 6. Install 14x pallets of rubber mulch for a 36x52' area.
- 7. install one 40x16x10 curved cantilever Shade at Pool

at the address known as Forest Lake Amenity Center, hereinafter referred to as "Property"

**AND WHEREAS** Contractor warrants being qualified and capable of performing and completing the Work specified herein,

**NOW THEREFORE**, in consideration of the mutual promises and premises herein contained, Owner and Contractor agree to meet and satisfy all terms and conditions in this contract as follows:

#### **ARTICLE 1 – SCOPE OF WORK**

Contractor Initial <u>QQ</u>	Page 1 of 8	Owner Initial
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- 1.1 Contractor does hereby promise that it will, for and in consideration of the payments hereinafter specified, furnish all manpower, labor, supervision, tools, equipment, materials, and all other things necessary or required to Install 1x play system and single bay w cant arm swing, 1x 30'x30'x10' Hip shade to go over the play system, 2x benches with backs in ground, Assemble5x portable trash receptacles with liners and domes; one at playground and four at pool, install 48x 8" borders, 14x pallets of rubber mulch for a 36x52' area and one 40x16x10 curved cantilever Shade at Pool; hereinafter referred to as the "Work" all in strict accordance with the drawings, plans, estimates, proposals and other documents which are attached hereto as Exhibit(s) and expressly incorporated herein by reference and made a part hereof and hereinafter referred to as the "Contract Documents". Contract documents include:
  - 1. 2D/3D Site Plans.
  - 2. Estimates.
  - 3. Insurance Certificates.
  - 4. Manufactures Warranties.
- 1.2 Contractor shall not be responsible or held liable for any Work or complications that arise by items or conditions outside of the scope of this Agreement. This includes but is not limited to drainage issues, unforeseen conditions, grading and erosion problems, and any and all things outside of the scope of this Agreement.
- 1.3 Contractor shall complete an excavation permit known as an 811 permit in advance of starting Work as required by law. This service is provided by the utility companies to mark out utility lines on the property. On private property, the free 811 services may not be able or be willing to locate all buried utilities. In this instance, Owner may at its discretion and expense choose to hire and utilize a private company for the purpose of locating buried utilities or hazards not detected by the free 811 service and is encouraged to do so.
- Owner acknowledges Contractor shall not be responsible for any damage to unmarked buried utilities, nor shall Contractor repair or pay for the repair of damaged utilities that have not been marked. The term utilities mean any buried object including but not limited to: irrigation lines, water lines, gas lines, electrical lines, data and communication lines, sewer lines, septic tanks, fuel storage tanks or any other buried objects. The term marked means that the entire path of the object has been marked clearly and accurately within 24" of the object on the ground via fluorescent marking paint or flags.
- 1.5 Contractor shall not be responsible for any unforeseen soil anomalies or differing site conditions, should soil abnormalities be encountered, including rock, muck or any other items that may create additional work or installation difficulties, those costs shall be adjusted via a change order. Owner is responsible for all geotechnical investigation.

## **ARTICLE 2 – PROSECUTION OF THE WORK**

- 2.1 Due to the nature of the Scope, Contractor is at the mercy of its suppliers and manufacturer(s). Work cannot begin on any portion of the job until all material and equipment deliveries have been scheduled and confirmed. The items to complete the Work must be furnished and available to do so. Contractor will be in communication with Owner regarding the scheduling and delivery of materials as well as the prosecution of the Work on a regular basis.
- 2.2 The Contractor expressly understands that time is of the essence of this Agreement and therefore agrees to procure and prepare its materials and manufactured products in a timely manner so as to be ready to begin Work as soon as possible. Contractor shall perform all Work required under this Agreement in a diligent and prompt manner and shall proceed and operate in such ways to ensure the continued progression of the project and make all attempts to remain on schedule.
- 2.3 The Work is tentatively scheduled to be completed by  $\frac{1/23/21}{2}$ . This date is subject to materials and equipment being manufactured in a timely fashion that will allow Contractor to complete installation by

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said date. This date is subject to change based on these conditions. The estimated duration of the Work from start to finish is 1 days. 2.4 Not all Work will require a permit, for Work that does require a permit, the permitting process and responsibilities of Contractor and Owner shall be determined as follows: Contractor shall be responsible for acquiring necessary permits for this project.  $\boxtimes$ Owner, Prime/General Contractor or other third party shall be responsible for acquiring necessary permits for this project.  $\boxtimes$ Owner shall be responsible for the costs of all permits and related drawings and requirements. Contractor shall be responsible for the costs of all permits and related drawings and requirements. **ARTICLE 3 – WORKMANSHIP** Work shall be executed in accordance with this Agreement and/or the Contract Documents. All Work shall 3.1 be done in a good and Workmanlike manner. All materials shall be furnished in sufficient quantities to facilitate the progress of the Work and shall be new unless otherwise stated in this Agreement and/or the Contract Documents. The Contractor warrants that all materials furnished thereunder meet the requirements of this Agreement and/or the Contract Documents and implicitly warrants that they are both merchantable and for the purposes for which they are intended to be used. Should any items, Work or portions thereof be delayed, damaged or altered by anyone other than Contractor, its employees or subcontractors, hereinafter referred to as "Others"; Owner shall hold those 3.2 parties accountable for any loss or damages incurred as a result. Contractor shall not be held liable for any damages or costs incurred by Owner as a result of Others and may hold Others liable for its own costs or losses shall the be incurred. 3.3 Contractor agrees that it and its employees and subcontractors will maintain a professional appearance and conduct themselves in a professional manner at all times when Working. 3.4 The Contractor agrees it shall be responsible for the prevention of accidents to itself, its employees and applicable subcontractors engaged upon or in the vicinity of the Work. **ARTICLE 4 - PREMISES** 4.1 Contractor agrees to keep the premises and other project areas reasonably clean of debris and trash resulting from the performance of Contractor's Work. Contractor will also make efforts to highlight and block off potentially hazardous areas or obstacles present on the premises during the construction process in compliance with regulations. 4.2 Owner has the right at any time to visits the premises to check on progress or for purposes of communication; however, Contractor must be notified of such visits to ensure the safety of the visitor(s), also these visits must not severely interfere with the progress of Work. Owner shall defend, indemnify and hold harmless Contractor and its directors, officers, employees, agents, stockholders, affiliates, subcontractors and customers from and against all allegations, claims, actions, suits, demands, damages, liabilities, obligations, losses, settlements, judgments, costs and expenses (including without limitation attorneys' fees and costs) which arise out of, relate to bodily injury occurring while on the premises by Others before completion of the Work. 4.3 Contractor agrees to make all efforts to prevent damage to existing property on the premises. Should Owner suspect that Contractor or its employees or subcontractors have caused damage to Owners property; Owner shall notify Contractor of those damages in writing and request curing of said damages within 48 hours of their occurrence. Contractor agrees to rectify, repair or pay for the repair of any property damage for which it or its employees or subcontractors are directly responsible for. Contractor Contractor Initial UA Owner Initial Page 3 of 8

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shall not be responsible for any event outside of Contractor's control that results in damage to Owners property including inclement weather, acts of God, theft, vandalism, damage by Others, etc.

## **ARTICLE 5 – INSURANCE AND BONDING**

5.1	some instance may result fro by Contractor	es Owner from comes out on arise out on arise out on anyone directes the following	intains insurance(s) that will protect Contractor and its employees and in laims under Workers compensation acts and for claims from damages that f Contractor's operations during construction; whether such operations be tly or indirectly employed by Contractor. Contractor warrants that it insurance(s) and stated insurance(s) and coverage(s) are documented in the
	1.	· a)	sive General Liability Insurance with the following limits: Bodily Injury and Death - \$2,000,000/occurrence; \$2,000,000/aggregate Property Damage - \$2,000,000/occurrence; \$2,000,000/aggregate
	2.	⊠ Worker's Co	ompensation & Employers Liability with the following limits:
			Each Accident - \$1,000,000 Disease - \$100,000/employee; \$500,000/policy limit
		State of Flo	rida Workers Compensation Exemption
	3.		I Automobile Insurance with the following limits:
		b)	Bodily Injury - \$1,000,000/person; \$1,000,000/accident Property Damage - \$1,000,000/accident Personal Injury Protection (PIP) - \$10,000/person
5.2		or that is not inc	ny form of bonding for this Work. Should Owner request any form of bond cluded in this Agreement or the Contract Documents, Owner shall pay the

#### **ARTICLE 6 – CHANGES IN THE WORK**

- 6.1 Both Owner and Contractor, without having invalidated this Agreement, may request changes to the Work scheduled to be performed as stated in this Agreement and/or within the Contract Documents consisting of additions, deletions or other revisions, hereinafter referred to as a "Change Order". Request(s) by either Owner or Contractor to make change(s) to the Work scheduled to be performed shall be subject to the discretion and acceptance of both parties.
- 6.2 All Change Orders shall be made using AIAG701-2001 Change Order or similar form.
- 6.3 Change Order(s), whether requested and completed by Contractor or Owner must be acknowledged by both Owner and Contractor, agreed upon by both Owner and Contractor and signed by both Owner and Contractor to be valid. Change Order(s) can only be signed by Contractor and Owner. Any Change Order(s) signed by individuals or representatives other than Contractor or Owner, unless specifically named in this Agreement and/or the Contract Documents will be invalid.
- 6.4 Approved Change Orders(s) will be considered as an amendment and/or revision to this Agreement and/or the Contract Documents but shall not invalidate this Agreement. Approved Change Order(s) may alter the total contract sum of this Agreement and/or the Contract Documents either as an increase or a decrease in cost depending upon the nature of the revision. Contractor agrees to provide documentation of this alteration to the total contract sum and bill accordingly. Owner agrees to verify documentation of all alterations to the total contract sum to its satisfaction and pay accordingly. All payments for change orders are subject to the payment terms in Article 9 of this document.
- 6.5 Generally, all items that have been furnished to the Property for the purpose of completing the Work are non-returnable and nonrefundable unless the request arises as a result of an error by the Contractor. Return policies for items are at the discretion of the manufacturers and suppliers and not the Contractor.

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 $\boxtimes$ 

Documents.

Legacy Construction Services Group Inc DBA Pro Playgrounds 1563 Capital Circle SE, #144 Tallahassee, FL 32301

Should Owner wish to return items it has purchased that have been furnished, ordered or are in production, and should manufacture or supplier allow Owner to do so, Owner shall bear the burden and all costs associated with doing so as set forth by the supplier or manufacturer. Such costs may include return shipping, restocking fees or any other fees or charges determined by the manufacture or supplier.

### **ARTICLE 7 - DEPOSITS**

7.1	Contractor does hereby promise that it will, for and in consideration of the payments hereinafter specified,
	furnish all manpower, labor, supervision, tools, equipment, materials, and all other things necessary or
	required to complete all Work described and contained in this Agreement and/or the Contract Documents.

- 7.2 Contractor warrants that monies received for the performance of this contract, be they in the form of deposits or progress payments shall be used for labor, materials and procurement thereof entering into this Work and said monies shall not be diverted to satisfy obligations of the Contractor on other contracts or other financial obligations not related to the terms and conditions specific to this Agreement and/or the Contract Documents.
- Owner shall provide Contractor with the following necessary deposit(s) to procure all required manpower, labor, supervision, tools, equipment, materials, permits and all other things necessary or required to complete all Work described and contained in this Agreement and/or the Contract Documents. Contractor shall provide Owner with a written request for such deposits and such requests shall serve as records if fulfilled. If Owner is obligated to provide Contractor with a deposit for services or goods, no Work shall be scheduled, and no goods shall be ordered until time at which said deposit has been received unless otherwise specified in this Agreement.
  Owner shall provide Contractor with a deposit for 100% of the cost of all goods and materials required to complete all Work described and contained in this Agreement and/or within the Contract Documents.
  - Owner shall provide Contractor with a deposit in the amount of \$ of the cost of all goods and materials required to complete all Work described and contained in this Agreement and/or within the Contract Documents.

Owner shall provide Contractor with a deposit for 50% of the cost of all goods and materials to complete all Work described and contained in this Agreement and/or within the Contract

## **ARTICLE 8 – OWNER INSPECTION AND ACCEPTANCE**

- As the Work or portions thereof are completed in accordance with this Agreement and/or in the Contract Documents; Owner shall at its earliest convenience inspect the Work completed by Contractor and confirm that it conforms to descriptions and promises contained in this Agreement and/or the Contract Documents. Owner shall promptly make arrangements to pay Contractor for completed Work that is in compliance per the terms and conditions of Article 9 of this Agreement.
- 8.2 If Owner inspects Contractor's completed Work or portions thereof and believes that the Work completed is not in conformance to this Agreement or the Contract Documents, Owner shall notify Contractor in writing of the alleged non-conforming Work within 10 days of the Work being completed.
- 8.3 Owner agrees it will provide Contractor with photos of the claimed deficiencies, a itemized written list of the alleged non-conforming Work and what actions it believes are necessary to bring those items into compliance.
- 8.4 Upon receipt of the list and photos of the alleged non-conforming Work; Contractor shall have thirty (30) days to dispute, provide a plan to cure or repair and rectify the non-conforming Work at Contractor's expense should the claims be valid. Contractor shall document all efforts to cure all non-conforming Work via photographical evidence and written documentation and provide this documentation to the Owner in a timely manner.

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8.5 All completed Work or portions thereof that are not in dispute for compliance shall be subject to the payment terms of Article 9 of this Agreement. Owner shall not withhold payment for any portion of the Work, or percentage thereof that is compliant as a means of insurance, security or as a cure to other portions of the Work that are noncompliant or under dispute thereof.

#### **ARTICLE 9 - PAYMENT**

- 9.1 As Work is completed in compliance with this Agreement and the representations contained herein; Owner shall make necessary preparations for payments due to Contractor in accordance with this Agreement; Change of Work Order(s) and/or the Contract Documents.
- 9.2 Contractor shall submit draw/payment requests to Owner as Work commences and is completed. All draw requests shall be submitted to Owner on AlAG702–1992, Application and Certificate for Payment **OR** via other traditional invoicing methods.
- 9.3 All outstanding and undisputed balances for goods and materials, Change of Work Order(s), labor or any other premise described in this Agreement, or the Contract Documents is due to Contractor within 30 days of invoicing. Failure by Owner to make payment to Contractor for any and all outstanding balances owed as stated and agreed upon in this Agreement, any outstanding Change Orders and/or the Contract Documents shall result in all outstanding balances being subject to penalty interest, that shall accrue at the maximum legal rate per month or 1.5%; whichever is greater, beginning 10 days after missed, late or partial payment. Owner shall be responsible for any costs related to attorneys' fees, court fees or other measures taken to collect on unpaid balances.
- 9.4 Owner shall not withhold any retainage from Contractor for undisputed Work or portions thereof.
- 9.5 If, through no fault of its own, Contractor is unable to continue Work, the schedule is changed, or Work is delayed or because of Owner or other individuals acting for or on behalf of Owner, then Owner shall promptly pay Contractor in full within 30 days of receiving invoice from Contractor for any Work completed, labor and materials furnished on the project, subject to the payment terms and conditions in Article 9 of this Agreement.
- 9.6 All materials and items furnished become the property of the Owner upon their delivery to the Property. Owner shall be responsible for the security and insurance of said items. All furnished items are eligible for billing and payment pursuant to the terms of this agreement regardless if they have been permanently affixed, installed or incorporated into a structure.
- 9.7 Should Owner refuse to accept delivery of products on site, Owner shall bear all costs with reconsignment, shipping, storage or return of those products.

# **ARTICLE 10 – RELEASE OF LIENS**

- 10.1 Contractor reserves the right to lien on all real property where materials and/or labor are furnished in relation to this Agreement and/or the Contract Documents in the event of delayed payment, nonpayment or underpayment.
- 10.2 Contractor shall supply Owner with a partial lien wavier for all deposits and progress payments made to Contractor by Owner.
- 10.3 Contractor agrees to provide Owner with a final and full lien waiver within ten (10) days of receiving final payment from Owner.

### **ARTICLE 11 – WARRANTIES**

11.1 Contractor warrants and guarantees its Work to the full extent as required by the Contract Documents or anywhere in this Agreement. Contractor shall at its expense make good any faulty, defective, improper or non-conforming portions of the Work discovered within one (1) year of the date of completion of the project or within such longer period as may be provided for in the Contract Documents or anywhere in this Agreement. The extension of this warranty does not include issues that would arise as a result of acts

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- outside of Contractor's control such as inclement weather, acts of God, vandalism, theft, normal wear and tear, Owner alterations, damage by others, etc.
- 11.2 Warranty claims for rubber surfacing shall not be honored or enforceable if damage is a result of corrosive materials contaminating the surfacing, including but not limited to: sand, debris, dirt, bleach, chlorine, fuels, caustics.
- 11.3 If any portion of the Work was completed by Others then Contractor shall not be required to warranty those portions of the Work. As such, should a deficiency in the Work of Others create a deficiency in the Work of Contractor, then Others shall be held liable by the Owner and Contractor for the deficiency.
- 11.4 Some warranty claims may be the responsibility of a manufacturer(s) or supplier(s) and not a result of Contractor's actions such as undetected manufacturing defects or equipment that develops defects as a result of normal use during a specific time period. Contractor shall furnish Owner with all manufacturer(s) and supplier(s) written guarantees and warranties covering equipment and materials furnished in this Agreement and/or the Contract Documents and shall assist Owner in the process of any warranty claims related to such equipment.
- 11.5 All warranties become null and void if the project is not paid for in full.

#### **ARTICLE 12 - DISPUTE RESOLUTION**

- 12.1 Each of the parties hereto irrevocably agrees that any legal action or proceeding with respect to this Agreement or for recognition and enforcement of any judgment in respect hereof brought by any other party or its successors or assigns may be brought and determined exclusively in the Court of Leon County in the State of Florida or, if under applicable Law exclusive jurisdiction over such matter is vested in the federal courts, any court of the United States located in the State of Florida, and each of the parties hereto hereby irrevocably submits with regard to any such action or proceeding for itself and in respect to its property, generally and unconditionally, to the exclusive jurisdiction of the aforesaid courts and agrees that it will not bring any legal action or proceeding with respect to this Agreement or for recognition and enforcement of any judgment in respect hereof in any court other than the aforesaid courts.
- Subject to the limitations as otherwise set forth in this Agreement, if an action shall be brought on account of any breach of or to enforce or interpret any of the terms, covenants or conditions of this Agreement, the prevailing party shall be entitled to recover from the other party, as part of the prevailing party's costs, reasonable attorney's fees, the amount of which shall be fixed by the court and shall be made a part of any judgment rendered.

#### **ARTICLE 13 – SEVERABILITY**

13.1 The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision. Any invalid or unenforceable provision shall be deemed severed from this Agreement to the extent of its invalidity or unenforceability, and this Agreement shall be construed and enforced as if the Agreement did not contain that particular provision to the extent of its invalidity or unenforceability.

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		ARTIC	CLE 14 – MISCELLANEOUS ADDITIONS AND PROVIS	<u>IONS</u>
14.1			s and conditions set forth in this Agreement and/or in ts, agrees to and/or acknowledges the following:	the Contract Documents,
	1			
	2			
	3			
4.2			s and conditions set forth in this Agreement and/or in agrees to and/or acknowledges the following:	the Contract Documents,
	1			
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2. 3.	
IN WITNESS WHEREOF, the parties hereto have exec	cuted this Agreement on this the $\underline{15\text{th}}$ day of $\underline{\text{October}}$ , $\underline{2021}$ .
CONTRACTOR: Legacy Construction Services Group Inc.	OWNER: Forest Lake CDD c/o Jill Burns
Olana Odrianse	
(Signature of Contractor)	(Signature of Owner)
Name/Title: Alana Adrianse, President	Name/Title:
Address of Contractor: Legacy Construction Services Group Inc. 1563 Capital Circle SE, #144 Tallahassee, FL 32301	Address of Owner:  Forest Lake CDD  c/o Jill Burns  219 E. Livingston St. Orlando, Fl 32801

# Pro Playgrounds 8490 Cabin Hill Road Tallahassee, FL 32311

# Quote

Date	Estimate #
10/11/2021	13406

# Project Name Forest Lake Amenity Center play...

Customer / Bill To
Forest Lake CDD Jill Burns
219 E. Livingston Street Orlando, Fl 32801

Ship To	
1595 Aspen Drive Davenport, FI 33837	

## WE WILL BEAT ANY PRICE BY 5%!

Item	Description	Qty	Cost	Total:
	Furnish labor and materials to:  1. Install 1x play system and single bay w cant arm swing  2. Install 1x 30'x30'x10' Hip shade to go over the play system.  3. Install 2x benches with backs in ground.  4. Assemble5x portable trash receptacles with liners and domes; one at playground and four at pool.  5. Install 48x 8" borders.  6. Install 14x pallets of rubber mulch for a 36x52' area.  7. install one 40x16x10 curved cantilever Shade at Pool			
	**PLAY EQUIPMENT**			
-,-	PKP018N-Rose Creek - Neutral	1	13,399.00	•
21-QS-PSW110	PSW110WS-1 Bay 1 Cantilever - Frame with Hangers, 1 Bay Belt Seat Package, 1 Seat Bucket Package	1	1,299.00	1,299.00
Shipping	Combined Shipping and Freight Charges	1	2,396.40	2,396.40
-				
	**SHADE STRUCTURE**			
21-SD303010IG	30x30x10' Height -INGROUND - WITH GLIDE- SQUARE	1	8,216.00	8,216.00
CSSD	Custom Shade Design-Curved Cantilever 40x16x10	1	17,716.10	17,716.10

Subtotal:
Sales Tax: (7.5%)
Total:

Terms and Conditions - Price valid for 30 days and subject to change. 1. If installation is not included with your purchase, client will be responsible for coordinating, receiving and unloading of all goods, delivery drivers will not help unload goods. 2. Client will be responsible to inspect goods for defect, damage or missing parts, any deficiency or missing parts must be noted on delivery slip. 3. Client will be responsible for costs due to cancelled or missed delivery appointments. 4. Client has reviewed all items, colors and descriptions on this quote for accuracy and correctness. 5. If quote includes installation of goods, the installation is subject to the terms and conditions of Pro Playgrounds "Standard Installation Agreement" a copy of which may be obtained from your Sales Representative.

# Pro Playgrounds 8490 Cabin Hill Road Tallahassee, FL 32311

# Quote

Date	Estimate #
10/11/2021	13406

# Project Name Forest Lake Amenity Center play...

Customer / Bill To
Forest Lake CDD Jill Burns
219 E. Livingston Street Orlando, Fl 32801

Ship To	
1595 Aspen Drive Davenport, FI 33837	

## WE WILL BEAT ANY PRICE BY 5%!

Item	Description	Qty	Cost	Total:
ENGDRAW	Engineered Drawings for Permitting	1	900.00	900.00
ENGDRAW	Engineered Drawings for Permitting	1	1,080.00	1,080.00
Shipping	Combined Shipping and Freight Charges	1	1,820.00	1,820.00
	**SITE FURNISHINGS**			
21-B6WBULS	6' UltraLeisure- Standard Bench with Back, In-Ground Mount	2	498.00	996.00
21-DOME32 BL	Plastic Dome Top for 32 Gallon Receptacles - Black Color	5	161.00	805.00
21-LINER 32-BL	Plastic Liner - Black Color	5	59.00	295.00
21-TR32	32 Gallon Regal Standard Trash Receptacle, Receptacle Only	5	411.00	2,055.00
CLR	Colors:BLACK			0.00
Shipping	Combined Shipping and Freight Charges	1	1,560.00	1,560.00
	**SURFACING MATERIALS**			
GFAB	Weed Barrier	1,008	0.20	201.60
LPIN	Landscape pins for securing underlayment	1	55.00	55.00
RMSKGS-UCBLK	Ground Smart - Natural Black Uncoated Playground Mulch - 2000lb Super Sack	14	328.00	4,592.00
APS-Border 8	APS-Border 8 - 8" Border Timber With Spike - Black	48	26.99938	1,295.97
Shipping	Combined Shipping and Freight Charges	1	1,319.00	1,319.00
	**RAW MATERIALS**			
CC80	Concrete for Anchoring - Delivered Cost	58	8.40	487.20

Subtotal:	
Sales Tax:	(7.5%)
Total:	

Terms and Conditions - Price valid for 30 days and subject to change. 1. If installation is not included with your purchase, client will be responsible for coordinating, receiving and unloading of all goods, delivery drivers will not help unload goods. 2. Client will be responsible to inspect goods for defect, damage or missing parts, any deficiency or missing parts must be noted on delivery slip. 3. Client will be responsible for costs due to cancelled or missed delivery appointments. 4. Client has reviewed all items, colors and descriptions on this quote for accuracy and correctness. 5. If quote includes installation of goods, the installation is subject to the terms and conditions of Pro Playgrounds "Standard Installation Agreement" a copy of which may be obtained from your Sales Representative.

# Pro Playgrounds 8490 Cabin Hill Road Tallahassee, FL 32311

# Quote

Date	Estimate #
10/11/2021	13406

# Project Name Forest Lake Amenity Center play...

Forest Lake CDD Jill Burns 219 E. Livingston Street Orlando, FI 32801	Customer / Bill To
219 E. Livingston Street	
219 E. Livingston Street Orlando, Fl 32801	Jill Burns
Orlando, Fl 32801	219 E. Livingston Street
	Orlando, FI 32801

Ship To
1595 Aspen Drive Davenport, FI 33837

## WE WILL BEAT ANY PRICE BY 5%!

Item	Description	Qty	Cost	Total:
FBLOCK	Footer Blocks	34	2.00	68.00
RBAR5	No. 5 Rebar	310	1.75	542.50
RMC	Ready Mix Concrete 2500 PSI MIN	20	195.00	3,900.00
	**PERMIT, RENTALS & LABOR**			
FLIFTDAY	Telescopic Fork Lift Daily Rental	2	1,308.10	2,616.20
MINEXDAY	Mini Excavator Daily Rental	1	577.85	577.85
TRSH	Fees for dumpsters, debris hauling or other trash/materials removal including spoils from excavations.	3	725.00	2,175.00
LBR	Labor and Installation - Play Equipment, Site Furnishings and Surfacing	1	9,271.88	9,271.88
LBR	Labor and Installation - Shade Structure	1	12,980.63	12,980.63
ISPERMIT	PERMIT - STATE OF FLORIDA - COST NOT INCLUDED IN PRICE, COST SHALL BE \$2000 OR 5% OF TOTAL PROJECT COST, WHICHEVER IS GREATER. PRICE DOES NOT INCLUDE COST OF ENGINEERING OR SEALED DRAWINGS.	1	2,000.00	2,000.00
DSC	Discount		-4,621.33	-4,621.33

Subtotal:	\$89,999.00				
Sales Tax: (7.5%)	\$0.00				
Total:	\$89,999.00				

Terms and Conditions - Price valid for 30 days and subject to change. 1. If installation is not included with your purchase, client will be responsible for coordinating, receiving and unloading of all goods, delivery drivers will not help unload goods. 2. Client will be responsible to inspect goods for defect, damage or missing parts, any deficiency or missing parts must be noted on delivery slip. 3. Client will be responsible for costs due to cancelled or missed delivery appointments. 4. Client has reviewed all items, colors and descriptions on this quote for accuracy and correctness. 5. If quote includes installation of goods, the installation is subject to the terms and conditions of Pro Playgrounds "Standard Installation Agreement" a copy of which may be obtained from your Sales Representative.

# FOREST LAKE AMENITY CENTER PLAYGROUND

# PLAYGROUND EQUIPMENT

- Rose Creek Play System- PKP018
- 30' X 30' X 10' Square Hip End Shade Structure
- 1 Bay- 1 Cantilever Single Post Swing- PSW110
- (2) X 6' Standard Bench with Back
- (5) X 32 Gallon Receptacle with Liner and Dome
- 40'X 16'X 10' Curved Cantilever Shade

# PLAYGROUND INFORMATION

# **ROSE CREEK PLAY SYSTEM**

SKU: PKP018 Quantity: 1

Use Zone: 28' 6" X 33' 3" Age Group: 2 to 12 Years



# **SQUARE HIP END SHADE STRUCTURE**

Model: Square-Hip-End

Quantity: 1 Size: 30' x 30' Entry Height: 10'



# 1 BAY- 1 CANTILEVER SINGLE POST SWING

SKU: PSW110 Quantity: 1



# 6' STANDARD BENCH WITH BACK

SKU: B6WBRCS Quantity: 2



# 32 GALLON RECEPTACLE WITH LINER AND DOME

SKU: TR32 Quantity: 1



# **CURVED CANTILEVER SHADE**

Quantity: 1

Size: 40' X 16' X 10'





# ProPlaygrounds, The Play and Recreation Experts

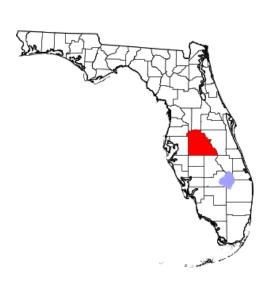
1-800-573-PLAY www.proplaygrounds.com

# **PROJECT NAME:**

FOREST LAKE
AMENITY CENTER
PLAYGROUND
PROJECT

# **ADDRESS:**

1595 ASPEN AVE, DAVENPORT, FL 33837



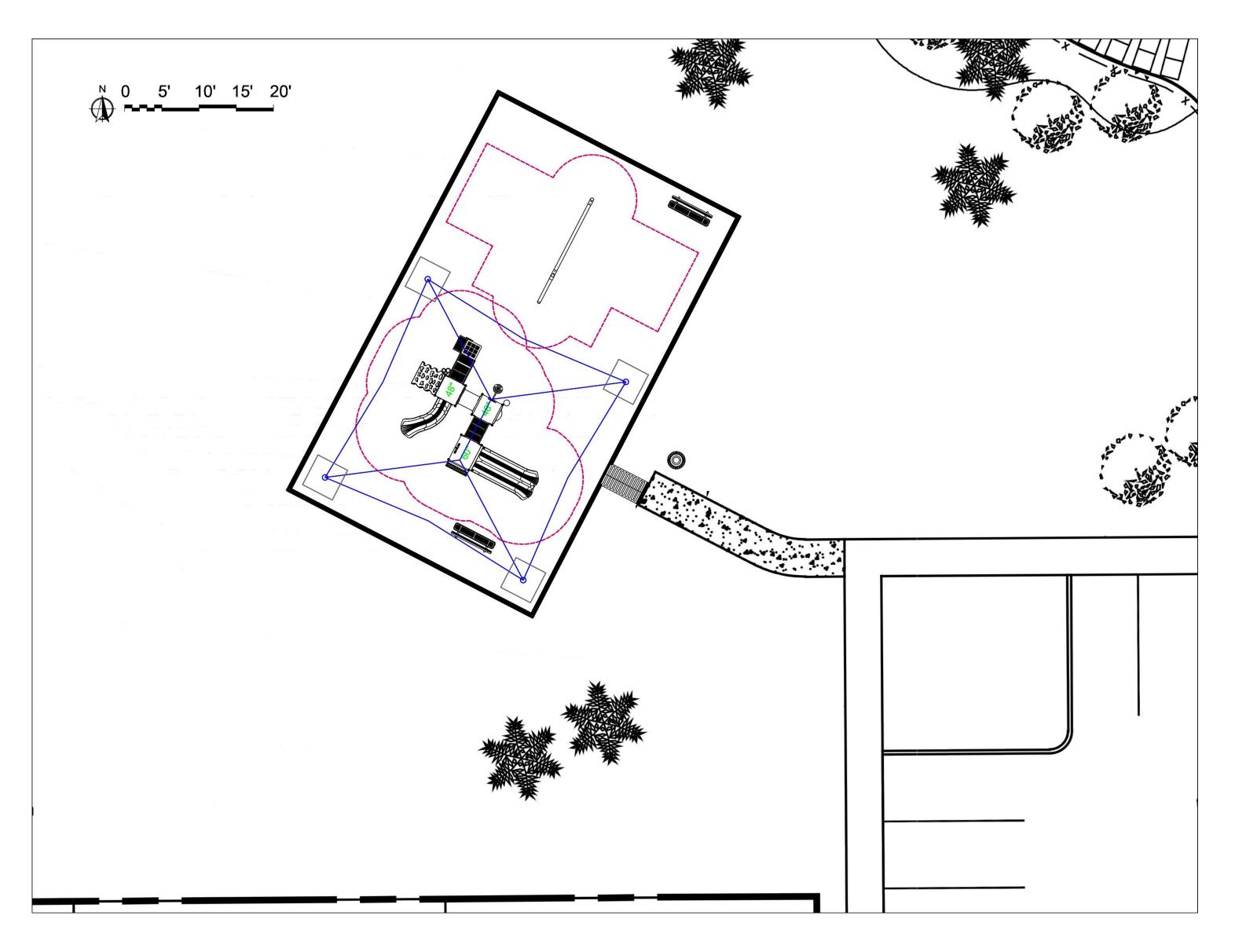
**REVISION:** 

DRAWN BY: MM

DATE: 10.11.2021

SHEET 1 OF 3

# FOREST LAKE AMENITY CENTER PLAYGROUND



# PLAYGROUND EQUIPMENT

- Rose Creek Play System- PKP018
- 30' X 30' X 10' Square Hip End Shade Structure
- 1 Bay- 1 Cantilever Single Post Swing- PSW110
- (2) X 6' Standard Bench with Back
- (1) X 32 Gallon Receptacle with Liner and Dome



ProPlaygrounds, The Play and Recreation Experts

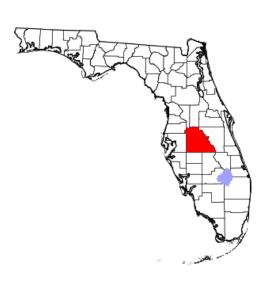
1-800-573-PLAY www.proplaygrounds.com

# **PROJECT NAME:**

FOREST LAKE
AMENITY CENTER
PLAYGROUND
PROJECT

# **ADDRESS:**

1595 ASPEN AVE, DAVENPORT, FL 33837



TOTAL SURFACING AREA: 2,160 SQ.FT.

(36' X 60')

**REVISION:** 

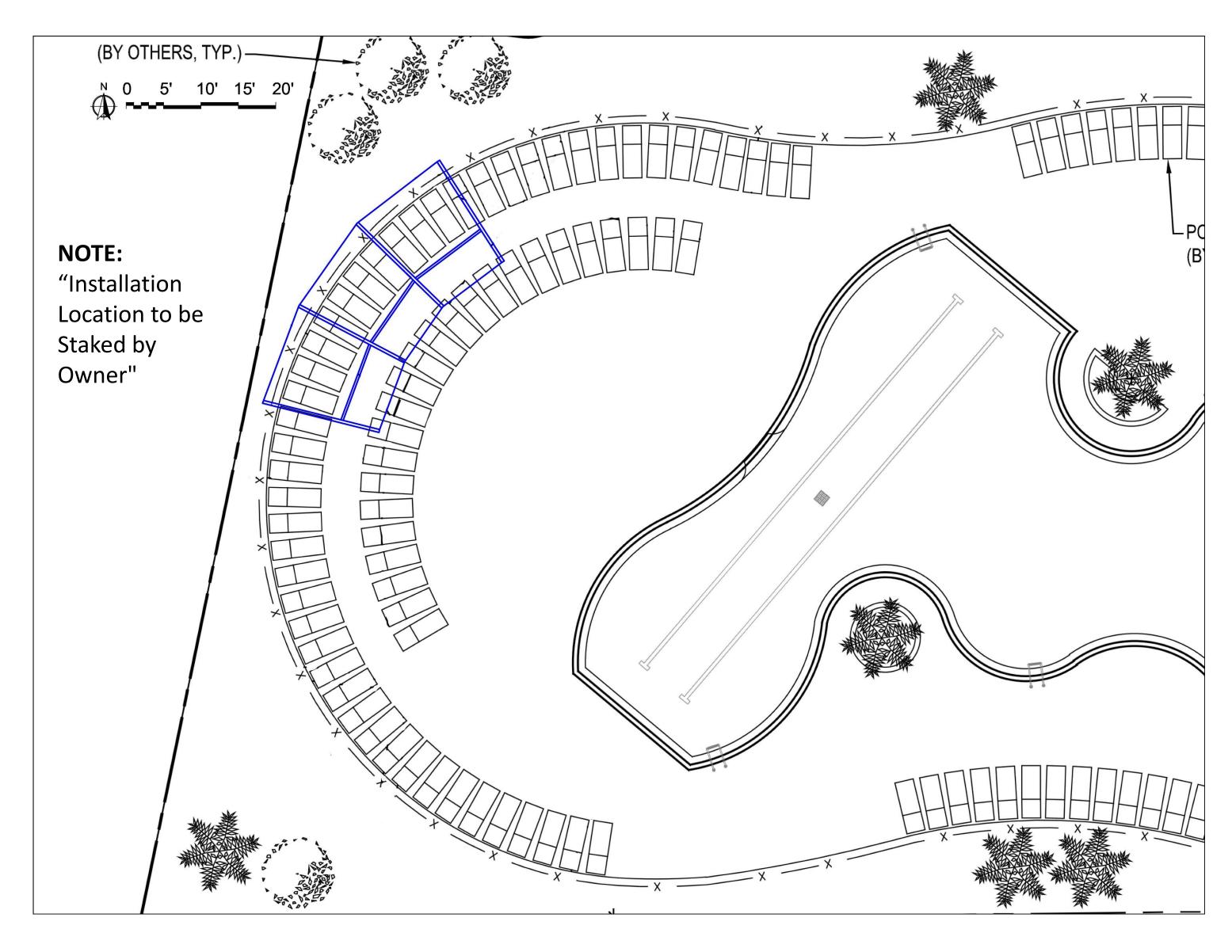
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DRAWN BY: MM

DATE: 10.11.2021

SHEET 2 OF 3

# FOREST LAKE AMENITY CENTER PLAYGROUND



# PLAYGROUND EQUIPMENT

• 40'X 16'X 10' Curved Cantilever Shade



ProPlaygrounds, The Play and Recreation Experts

1-800-573-PLAY www.proplaygrounds.com

# **PROJECT NAME:**

FOREST LAKE
AMENITY CENTER
PLAYGROUND
PROJECT

# **ADDRESS:**

1595 ASPEN AVE, DAVENPORT, FL 33837



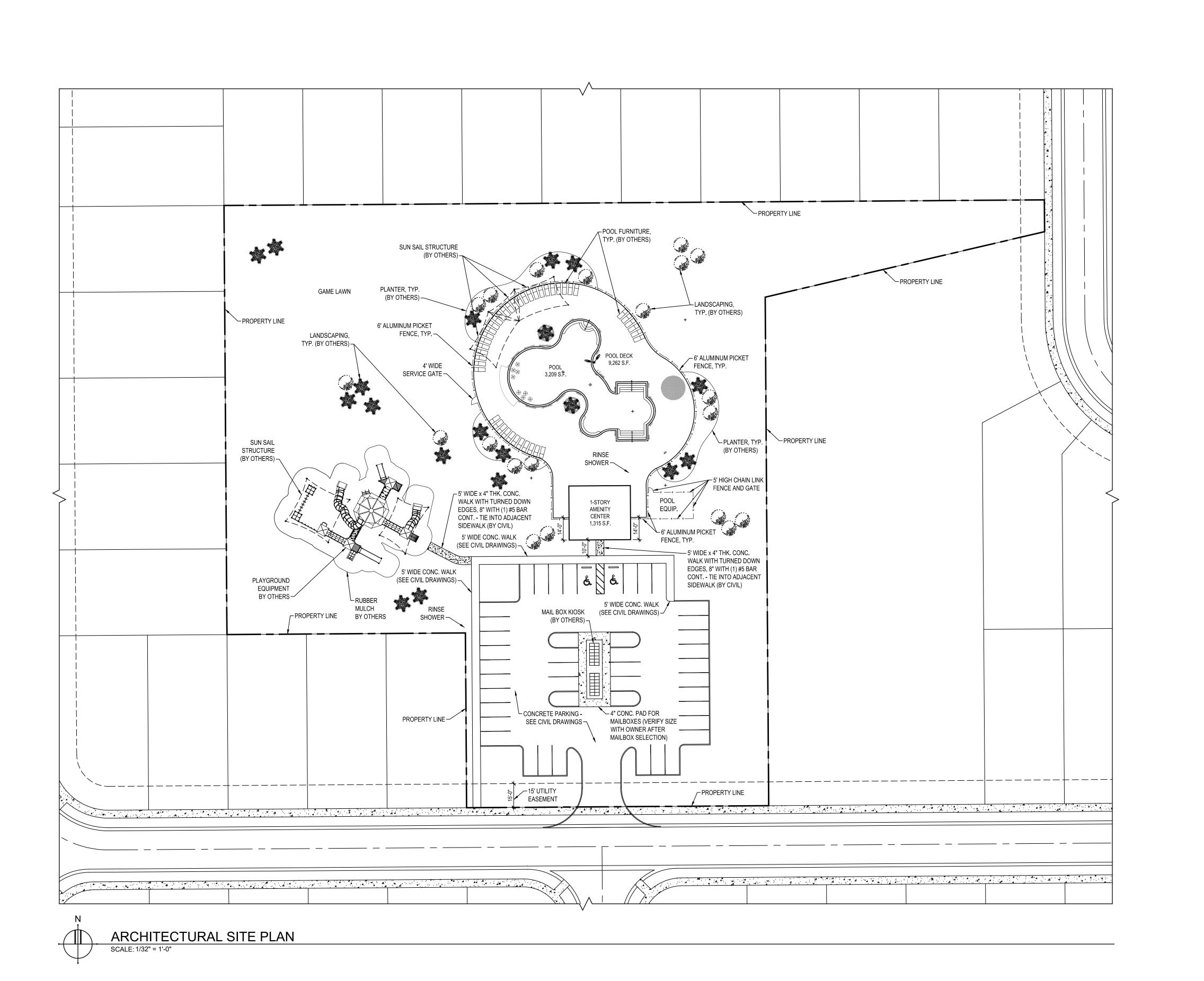
**REVISION:** 

2

DRAWN BY: MM

DATE: 10.11.2021

SHEET 3 OF 3



**GENERAL NOTES** 

A. REFERENCE CIVIL DRAWINGS BY WOOD & ASSOCIATES ENGINEERING, LLC. B. REFERENCE POOL DRAWINGS BY G.B. COLLINS ENGINEERING, PA.

PARKING LOT LIGHTING TO BE PROVIDED BY DUKE ENERGY.

# ALLOWANCE SCHEDULE

EDGES.

PROVIDE ALLOWANCE OF \$100,000 FOR LANDSCAPING, IRRIGATION, SIGNAGE AND TRASH CAN(S). PROVIDE ALLOWANCE OF \$25,000 FOR ENGINEERED & PERMITTED SUN SAIL STRUCTURES.

CHAIN LINK FENCE SPECIFICATION

60" 6 GA. EXTRUDED VINYL (2" MESH) BLACK. TOP AND BOTTOM WIRE ENDS TO BE KNUCKLE SELVAGE AT ALL LOCATIONS (THEN GALVANIZED) TO ELIMINATE SHARP

1 5/8" O.D. VINYL COATED FULL WEIGHT PIPE, 2.27 LBS. PER FOOT. TOP RAIL 21' IN TOP RAIL: LENGTH, JOINED WITH 1 5/8" MASTER COLOR SLEEVE.

LINE POST: 1 7/8" O.D. VINYL COATED FULL WEIGHT PIPE, 2.72 LBS. PER FOOT. LINE POSTS SET 10' ON CENTER MAXIMUM SPACING. CONCRETE FOOTING: 6" DIAMETER, 24" DEPTH.

TERMINAL POST: 2 3/8" O.D. VINYL COATED FULL WEIGHT PIPE, 3.65 LBS. PER FOOT. CONCRETE FOOTING: 8" DIAMETER, 24" DEPTH.

TERMINAL POSTS BRACED AND TRUSSED TO THE NEAREST LINE POST WITH 1 5/8" BRACING: O.D. VINYL COATED FULL WEIGHT PIPE AND MASTER COLOR 3/8" TRUSS ROD & MASTER COLOR TRUSS ROD TIGHTENER.

TENSION WIRE: 7 GA. COIL SPRING GALVANIZED TENSION WIRE ATTACHED TO BOTTOM OF FENCE FABRIC WITH 9 GA. ALUMINUM HOG RING SPACED 24" ON CENTER.

MASTER COLOR REGULAR BRACE BAND & CARRIAGE BOLT, MASTER COLOR STEEL RAIL-END, MASTER COLOR STEEL EYE-TOP, MASTER COLOR ALUMINUM CAP, 3/16" X 5/8" TENSION BAR, MASTER COLOR REGULAR TENSION BAND & CARRIAGE BOLT.

8 1/4" 9 GA. MASTER COLOR TIE WIRE SPACED 15" ON CENTER FOR LINE POSTS & 24 ON CENTER FOR RAILS.

POST FOOTING: CONCRETE 2,500 PSI.

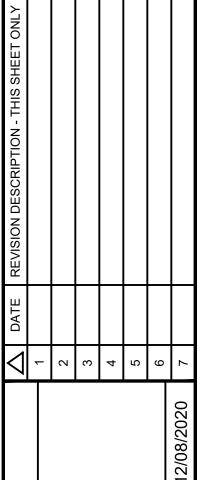
Furr, Wegman &

Architects, P.A. AA000315 625 EAST ORANGE ST. LAKELAND, FL 33801

-MAIL: INFO@FWBARCHITECTS.CO www.fwbarchitects.com

PH. 863.688.1211







The Play & Recreation Experts

Due Date	P.O. No.
11/14/2021	

# Bill To

Forest Lake CDD Jill Burns 219 E. Livingston Street Orlando, FI 32801

# Pro Playgrounds 8490 Cabin Hill Road

# Tallahassee, FL 32311

# Invoice

Date	Invoice #				
10/15/2021	2612				
Terms	Project				
Net 30	Forest Lake Amenity Cent				







Qty	Item	Descriptio	n	Amount	
	DEP	Required 50% deposit for Forest Lake A Total \$89,999		44,999.50	
			Subtotal:	\$44,999.50	
			Sales Tax: (7.0%)	\$0.00	
			Balance Due:	\$44,999.50	
			Credits:	\$0.00	
			Balance Due:	\$44,999.50	

# SECTION V

# PLAYGROUND EQUIPMENT LEASE/PURCHASE AGREEMENT

This Playground Equipment Lease/Purchase Agreement (the "Agreement") dated as of \_\_\_\_\_\_\_\_, 2021 and entered into by and between WHFS, LLC, a Florida limited liability company, as Lessor ("Lessor"), and the FOREST LAKE COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government and political subdivision of the State of Florida, organized and existing under the laws of the State of Florida, as Lessee (the "Lessee").

### WITNESSETH:

WHEREAS, Lessee desires to lease and acquire from Lessor certain equipment described in each Schedule (as each such term is defined herein), subject to the terms and conditions of, and for the purposes set forth this Lease; and in the event of a conflict, the terms of a Schedule prevail; and

**WHEREAS**, the relationship between the parties shall be a continuing one and items of equipment may be added to the Equipment from time to time by execution of additional Schedules by the parties hereto and as otherwise provided herein; and

WHEREAS, Lessee is authorized under the constitution and laws of the State of Florida to enter into this Agreement and the Schedules hereto for the purposes set forth herein;

**NOW, THEREFORE,** for good and valuable consideration, receipt of which is hereby acknowledged, and in consideration of the premises hereinafter contained, the parties hereby agree as follows:

## **ARTICLE I**

### **DEFINITIONS**

**Section 1.01 <u>Definitions</u>.** The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Acquisition	n Amount"	means t	the amo	unt speci	ified in	each	Lease	and rep	resente	ed by
Lessee to be sufficie	ent to acquir	e the Eq	uipmen	t listed in	such L	ease,	which	amount	shall b	e not
less than \$										

- "Acquisition Fund" means, with respect to this Lease, the fund established and held by the Acquisition Fund Custodian pursuant to the related Acquisition Fund Agreement, if any.
- "Acquisition Fund Agreement" means, with respect to this Lease, an Acquisition Fund and Account Control Agreement in form and substance acceptable to and executed by the Lessee, the Lessor and the Acquisition Fund Custodian, pursuant to which an Acquisition Fund is established and administered, if any.

"Acquisition Fund Custodian" means the Acquisition Fund Custodian identified in any

Acquisition Fund Agreement, and its successors and assigns.

- "Acquisition Period" means, with respect to this Lease, that period stated in the Schedule to the Lease during which the Lease Proceeds attributable to the Lease may be expended on Equipment Costs.
- "Agreement" means this Playground Equipment Lease/Purchase Agreement, including the exhibits hereto, together with any amendments and modifications to the Agreement pursuant to Section 13.05.
- "Commencement Date" means, for each Lease, the date when Lessee's obligation to pay rent commences under such Lease, which date shall be the earlier of (i) the date on which the Equipment listed in this Lease is accepted by Lessee in the manner described in Section 5.01, and (ii) the date on which sufficient moneys to purchase the Equipment listed in such Lease are deposited for that purpose with an Acquisition Fund Custodian.
- "Equipment" means the property listed in the Lease and all replacements, repairs, restorations, modifications and improvements hereof or thereto made pursuant to Section 8.01 of Article V. Whenever reference is made in this Agreement to Equipment listed in this Lease, such reference shall be deemed to include all such replacements, repairs, restorations, modifications and improvements of or to such Equipment. For so long as the Existing Equipment is leased pursuant to this Agreement, the references to Equipment in Sections 3.03, 5.02, 5.03, 5.04, 6.02, 6.03, Article VII, Article VIII, Section 12.02 and Section 13.02 shall also include the Existing Equipment.
- **"Equipment Costs"** means the total cost of the Equipment listed in this Lease, including all delivery charges, installation charges, capitalizable consulting and training fees, legal fees, financing costs, and other costs necessary to vest full, clear legal title to the Equipment in Lessor, and otherwise incurred in connection with the financing provided by the lease-purchase of the Equipment as provided in each Lease.
- "Expense Fund" means, with respect to this Lease, the fund established and held by the Acquisition Fund Custodian pursuant to the related Acquisition Fund Agreement, if any.
  - "Event of Default" means an Event of Default described in Section 12.01.
- "Lease" means a Schedule and the terms of this Agreement which are incorporated by reference into such Schedule.
- "Lease Proceeds" means, with respect to this Lease, the total amount of money to be paid by Lessor to the Lessee in accordance with the Agreement.
- "Lease Term" for each Lease shall begin on the Commencement Date thereof and continue as specified in the Schedule applicable thereto.
  - "Lessee" means the entities referred to as Lessee in the first paragraph of this Agreement.
- "Lessor" means (a) the entity referred to as Lessor in the first paragraph of this Agreement or (b) any assignee or transferee of any right, title or interest of Lessor in and to the Equipment

under a Lease or any Lease (including Rental Payments thereunder) pursuant to Section 11.01, but does not include Lessee, any party taking a leasehold interest in the Equipment or any entity solely by reason of that entity retaining or assuming any obligation of Lessor to perform under a Lease.

"Maximum Equipment Cost" means \$\_\_\_\_\_.

"Purchase Price" means, with respect to the Equipment listed on this Lease, the amount that Lessee may pay to Lessor to purchase such Equipment as provided in such Lease.

"Rental Payments" means the basic rental payments payable by Lessee under this Lease pursuant to Section 4.01, in each case consisting of a principal component and an interest component.

"Schedule" means each separately numbered Schedule of Property substantially in the form of Exhibit A hereto together with a Rental Payment Schedule attached thereto substantially in the form of Exhibit A-1 hereto.

"State" means the State of Florida.

"Utilization Period" means the date by which Lessee must deliver an Acceptance Certificate for the Equipment under this Lease as indicated in Section 3.04(b).

"Vendor" means the manufacturer or supplier of the Equipment or any other person as well as the agents or dealers of the manufacturer or supplier from whom Lessor arranged Lessee's acquisition and financing of the Equipment pursuant to the applicable Lease.

### **ARTICLE II**

#### **COVENANTS**

**Section 2.01 Representations and Covenants of Lessee.** Lessee represents, covenants and warrants for the benefit of Lessor on the date hereof and as of the Commencement Date of each Lease as follows:

- (a) Lessee is a political subdivision thereof within the meaning of Section 103(c) of the Code, duly organized and existing under the constitution and laws of the State with full power and authority to enter into this Agreement and each Lease and the transactions contemplated hereby and to perform all of its obligations hereunder.
- (b) Lessee has duly authorized the execution and delivery of this Agreement and this Lease by proper action of its governing body at a meeting duly called, regularly convened and attended throughout by the requisite quorum of the members thereof, or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Agreement and this Lease.
  - (c) No event or condition that constitutes, or with the giving of notice or the

lapse of time or both would constitute, an Event of Default exists at the date hereof.

- (d) Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a political subdivision.
- (e) Lessee has complied with such public bidding requirements as may be applicable to this Agreement and each Lease and the acquisition by Lessee of the Equipment as provided in each Lease.
- (f) During the Lease Term, the Equipment will be used by Lessee only for the purpose of performing essential governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority. Lessee does not intend to sell or otherwise dispose of any interest in the Equipment prior to the last Rental Payment scheduled to be paid under each Lease.
- (g) Lessee shall deliver to Lessor (i) annual audited financial statements (including (1) a balance sheet, (2) statement of revenues, expenses and changes in fund balances, (3) statement of cash flows and notes, and (4) schedules and attachments to the financial statements) within 270 days of its fiscal year end, (ii) such other financial statements and information as Lessor may reasonably request, and (iii) its annual budget for the following fiscal year within 30 days of the adoption thereof. Such statements shall be accompanied by an unqualified opinion of Lessee's auditor. Credit information relating to Lessee may be disseminated among Lessor and any of its affiliates and any of their respective successors and assigns.
- (h) Lessee has kept, and throughout the Lease Term of this Agreement will keep, its books and records in accordance with generally accepted accounting principles.
- (i) Lessee has an immediate need for the Equipment listed on each Schedule and expects to make immediate use of the Equipment listed on each Schedule. Lessee's need for the Equipment is not temporary and Lessee does not expect the need for any item of the Equipment to diminish during the Lease Term to such item.
- (j) The payment of the Rental Payments or any portion thereof is not (under the terms of this Lease or any underlying arrangement) directly or indirectly (a) secured by any interest in property used or to be used in any activity carried on by any person other than a state or local governmental unit or payments in respect of such property; or (b) on a present value basis, derived from payments (whether or not to Lessee) in respect of property, or borrowed money, used or to be used in any activity carried on by any person other than a state or local governmental unit. The Equipment will not be used, directly or indirectly, in any activity carried on by any person other than a state or local governmental unit. No portion of the Equipment Costs for the Equipment will be used, directly or indirectly, to make or finance loans to any person other than Lessee. Lessee has not entered into any management or other service contract with respect to the use and operation of the Equipment.
  - (k) There is no pending litigation, tax claim, proceeding or dispute that Lessee

reasonably expects will materially and adversely affect Lessee's financial condition or impairs its ability to perform its obligations hereunder. Lessee will, at its expense, maintain its legal existence in good standing and do any further act and execute, acknowledge, deliver, file, register and record any further documents Lessor may reasonably request in order to protect Lessor's interest in the Equipment and Lessor's rights and benefits under this Lease.

### **ARTICLE III**

### **LEASE**

Section 3.01 <u>Lease of Equipment</u>. Subject to the terms of this Agreement, Lessor agrees to provide the funds specified in this Lease to be provided by it to acquire the Equipment, up to an amount equal to the Maximum Equipment Cost. Upon the execution of this Lease, Lessor leases and lets to Lessee, and Lessee rents and leases from Lessor, the Equipment as set forth in such Lease and in accordance with the terms thereof.

In addition, upon execution of this Agreement, the Lessee (as Lessor) leases and lets to the Lessor (as Lessee), the Existing Equipment as part of the Equipment leased pursuant to this Agreement, and all right, title and interest of the Lessor. Immediately thereafter, the Lessor (as Sublessor) leases and lets to Lessee (as Sublessee), and Lessee rents and leases from the Lessor, the Existing Equipment as part of the Equipment leased pursuant to this Agreement. Once the Chas acquired and leased pursuant to the terms of this Agreement the Equipment in an amount at least equal to the Maximum Equipment Cost, the Existing Equipment (excluding any portion of the Existing Equipment that constitutes Equipment) shall be released from the lien and lease of this Agreement upon the written consent of the Lessor (which consent shall not be unreasonably withheld).

Section 3.02 Continuation of Lease Term. Lessee intends to continue the Lease Term and to pay the Rental Payments thereunder. Lessee reasonably believes that an amount sufficient to make all Rental Payments during the entire Lease Term of each Lease can be obtained from legally available funds of Lessee. Lessee further intends to do all things lawfully within its power to obtain and maintain funds sufficient and available to discharge its obligation to make Rental Payments due hereunder, including making provision for such payments to the extent necessary in each budget or appropriation request submitted and adopted in accordance with applicable provisions of law, to have such portion of the budget or appropriation request approved and to exhaust all available reviews and appeals in the event such portion of the budget or appropriation request is not approved.

Section 3.03 <u>Abatement</u>. During any period in which, by reason of material damage or destruction or taking under the power of eminent domain (or sale to any entity threatening the use of such power) or material title defect with respect to any Equipment, there is substantial interference with the use and possession by Lessee of such Equipment, the Lessee's obligation to pay rent applicable to such Equipment shall be abated proportionately in whole or in part. Lessee shall immediately notify Lessor upon the occurrence of any event causing substantial interference with Lessee's use and possession of any Equipment, and such notice shall be provided prior to the abatement of any rent. The amount of abatement of the Lessee's obligation to pay rent

shall be such that the remaining rental obligation of the Lessee for each rental period represents fair consideration for the use and possession of the portions of the Equipment that are not affected by such interference. Such abatement shall commence on the date that Lessee's use and possession of the affected Equipment is restricted because of such interference and end on the earlier of (i) the date on which the use and possession thereof are restored to Lessee, or (ii) the date on which Lessee either (x) replaces the affected Equipment or (y) uses the proceeds of insurance or condemnation award to pay the applicable Purchase Price therefor. Notwithstanding any such interference with Lessee's use and possession of a portion of the Equipment, this Lease shall continue in full force and effect with respect to any remaining Equipment. Lessee waives the benefits of Civil Code Sections 1932 and any and all other rights to terminate this Lease by virtue of any interference with the use and possession of any Equipment.

# Section 3.04 Conditions to Lessor's Performance.

- (a) As a prerequisite to the performance by Lessor of any of its obligations pursuant to this Lease, Lessee shall deliver to Lessor the following:
  - (i) A fully completed Schedule, executed by Lessee;
  - (ii) An Acquisition Fund Agreement, executed by the Lessee and the Acquisition Fund Custodian, unless Lessor pays 100% of the Acquisition Amount directly to the Vendor upon execution of the Lease;
  - (iii) A Certificate executed by the Clerk or Secretary or other comparable officer of Lessee, in substantially the form attached hereto as Exhibit C, completed to the satisfaction of Lessor;
  - (iv) A certified copy of a resolution or other official action of Lessee's governing body authorizing the execution and delivery of this Lease and performance by Lessee of its obligations hereunder;
    - (v) Evidence of insurance as required by Section 7.02 hereof;
  - (vi) All documents, including financing statements, affidavits, notices and similar instruments, in form satisfactory to Lessor, which Lessor deems necessary or appropriate at that time pursuant to Section 6.01 and 6.02;
  - (vii) Such other items, if any, as are set forth in such Lease or are reasonably required by Lessor.
- (b) In addition, the performance by Lessor of any of its obligations pursuant to this Lease shall be subject to: (i) no material adverse change in the financial condition of Lessee since the date of this Lease, (ii) no Event of Default having occurred, and (iii) if no Acquisition Fund has been established, the Equipment must be accepted by Lessee no later than \_\_\_\_\_\_, \_\_\_, 2021] (the "Utilization Period").
- (c) Subject to satisfaction of the foregoing, Lessor will pay the Acquisition Amount for Equipment described in a Schedule to the Vendor upon receipt of the documents

described in Sections 5.01(a) and (b); or if an Acquisition Fund has been established pursuant to an Acquisition Fund Agreement, Lessor will deposit the Acquisition Amount for Equipment described in the Schedule with the Acquisition Fund Custodian.

(d) Lessee will cooperate with Lessor in Lessor's review of this proposed Lease. Without limiting the foregoing, Lessee will provide Lessor with any documentation or information Lessor may request in connection with Lessor's review of any proposed Lease. Such documentation may include, without limitation, documentation concerning the Equipment and its contemplated use and location and documentation or information concerning the financial status of Lessee and other matters related to Lessee.

#### **ARTICLE IV**

### PAYMENT AND PREPAYMENT OF RENT

Section 4.01 Rental Payments. Lessee shall promptly pay Rental Payments, in lawful money of the United States of America, to Lessor on the dates and in such amounts as provided in this Lease. Lessee shall pay Lessor a charge on any Rental Payment not paid on the date such payment is due at the stated rate plus [5]% per annum or the maximum amount permitted by law, whichever is less, from such date. Lessee shall not permit the federal government to guarantee any Rental Payments under this Lease. Rental Payments consist of principal and interest payments as more fully detailed on the Schedule, the interest on which begins to accrue as of the Commencement Date for each such Schedule.

**Section 4.02 Interest and Principal Components.** A portion of each Rental Payment is paid as, and represents payment of, interest, and the balance of each Rental Payment is paid as, and represents payment of, principal. The Lease shall set forth the principal and interest components of each Rental Payment payable thereunder during the Lease Term.

Section 4.03 Rental Payments to Constitute a Current Expense of Lessee. Lessor and Lessee understand and intend that the obligation of Lessee to pay Rental Payments under this Lease shall constitute a current expense of Lessee payable solely from its general fund or other funds that are legally available for that purpose and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by Lessee, nor shall anything contained herein or in a Lease constitute a pledge of the general tax revenues, funds or moneys of Lessee.

Section 4.04 Rental Payments to be Unconditional. Except as provided in Section 3.03, the obligations of Lessee to make Rental Payments and to perform and observe the other covenants and agreements contained in this Lease shall be absolute and unconditional in all events without abatement, diminution, deduction, set-off or defense, for any reason, including without limitation any failure of the Equipment, after it has been accepted by lessee, any defects, malfunctions, breakdowns or infirmities in the equipment or any accident, condemnation or unforeseen circumstances. Lessee's obligations to make Rental Payments or pay other amounts hereunder shall not be abated on account of obsolescence or failure of the Equipment to perform as desired.

Section 4.05 <u>Tax Covenant</u>. Lessee agrees that it will not take any action that would cause the interest component of Rental Payments to be or to become ineligible for the exclusion from gross income of the owner or owners thereof for federal income tax purposes, nor will it omit to take or cause to be taken, in timely manner, any action, which omission would cause the interest component of Rental Payments to be or to become ineligible for the exclusion from gross income of the owner or owners thereof for federal income tax purposes.

**Section 4.06** Event of Taxability. Upon the occurrence of an Event of Taxability, the interest component shall be at a Taxable Rate retroactive to the date as of which the interest component is determined by the Internal Revenue Service to be includible in the gross income of the owner or owners thereof for federal income tax purposes, and Lessee will not pay any additional amount.

For purposes of this Section, "Event of Taxability" means a determination that the interest component is includible for federal income tax purposes in the gross income of the owner thereof due to Lessee's action or failure to take any action.

**Section 4.07 Mandatory Prepayment.** If the Lease Proceeds are deposited into an Acquisition Fund, any funds remaining in the Acquisition Fund on or after the Acquisition Period and not applied to Equipment Costs, shall be applied by Lessor on the next Rental Payment date to the prepayment of the principal component of the outstanding Rental Payments due under the applicable Schedule in inverse order of maturity.

### **ARTICLE V**

### THE EQUIPMENT

Section 5.01 <u>Delivery</u>, <u>Installation and Acceptance of Equipment</u>. (a) Lessee shall order the Equipment, cause the Equipment to be delivered and installed at the location specified in the Leases and pay any and all delivery and installation costs and other Equipment Costs in connection therewith (which amounts may be funded from the Acquisition Fund or amounts from the Acquisition Fund will be used to reimburse Lessee for any prior payment from Lessee's own funds). When the Equipment listed in this Lease has been delivered and installed, Lessee shall promptly accept such Equipment and evidence said acceptance by executing and delivering to Lessor an acceptance certificate in the form attached hereto as Exhibit B.

(b) Lessee shall deliver to Lessor original invoices and bills of sale (if title to such Equipment has passed to Lessee) relating to each item of Equipment accepted by Lessee. With respect to Equipment not purchased through an Acquisition Fund, Lessor shall, upon receipt of an Acceptance Certificate from Lessee, prepare a Schedule of Property and Rental Payment Schedule. Lessee shall execute and deliver such Schedules to Lessor within 5 business days of receipt.

**Section 5.02** Enjoyment of Equipment. Lessor shall provide Lessee with quiet use and enjoyment of the Equipment during the Lease Term, and Lessee shall peaceably and quietly have, hold and enjoy the Equipment during the Lease Term, without suit, trouble or hindrance from Lessor, except as otherwise expressly set forth in the related Lease. Lessor shall not interfere with

such quiet use and enjoyment during the Lease Term so long as Lessee is not in default under the related Lease.

**Section 5.03 Location: Inspection.** Once installed, no item of the Equipment will be moved from the location specified for it in the Lease on which such item is listed without Lessor's consent, which consent shall not be unreasonably withheld. Lessor shall have the right at all reasonable times during regular business hours to enter into and upon the property of Lessee for the purpose of inspecting the Equipment.

Section 5.04 <u>Use and Maintenance of the Equipment</u>. Lessee will not install, use, operate, or maintain the Equipment improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by the related Lease. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Equipment. In addition, Lessee agrees to comply in all respects with all applicable laws, regulations and rulings of any legislative, executive, administrative, or judicial body; provided that Lessee may contest in good faith the validity or application of any such law, regulation or ruling in any reasonable manner that does not, in the opinion of Lessor, adversely affect the interest (including the reversionary interest) of Lessor in and to the Equipment or its interest or rights under the Lease.

Lessee agrees that it will maintain, preserve, and keep the Equipment in good repair and working order, in accordance with manufacturer's recommendations. Lessor shall have no responsibility to maintain, repair or make improvements or additions to the Equipment.

Lessee shall not alter any item of Equipment or install any accessory, equipment or device on an item of Equipment if that would impair any applicable warranty, the originally intended function or the value of that Equipment. All repairs, parts, accessories, equipment and devices furnished, affixed to or installed on any Equipment, excluding temporary replacements, shall thereupon become subject to the interest of Lessor therein.

### **ARTICLE VI**

### TITLE AND SECURITY

Section 6.01 <u>Title to the Equipment</u>. During the Lease Term, all right, title and interest in and to each item of the Equipment shall be vested in Lessor. Lessee shall at all times protect and defend, at its own cost and expense, Lessor's title in and to the Equipment from and against all claims, liens and legal processes of its creditors, and keep all Equipment free and clear of all such claims, liens and processes. Upon purchase of the Equipment under a Lease by Lessee pursuant to Section 10.01, Lessor shall transfer to Lessee title to the Equipment, as-is, without warranty of any kind other than as to the absence of liens created by or through Lessor, and shall execute and deliver to Lessee such documents as Lessee may reasonably request to evidence the transfer of Lessor's right, title and interest in the Equipment subject to the related Lease.

**Section 6.02** <u>Security Interest</u>. As additional security for the payment of all of Lessee's obligations under this Lease, upon the execution of this Lease, Lessee grants to Lessor a security interest constituting a first lien on (a) Lessee's right, title and interest in the Equipment applicable to such Lease, (b) moneys and investments held from time to time in the Acquisition Fund and (c)

any and all proceeds of any of the foregoing. Lessee agrees to execute and authorizes Lessor to file such notices of assignment, chattel mortgages, financing statements and other documents, in form satisfactory to Lessor, which Lessor deems necessary or appropriate to establish and maintain Lessor's security interest in the Equipment, the Acquisition Fund and the proceeds thereof.

**Section 6.03** Personal Property. The Equipment is and will remain personal property and will not be deemed to be affixed to or a part of the real estate on which it may be situated, notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner physically affixed or attached to real estate or any building thereon. Upon the request of Lessor, Lessee will, at Lessee's expense, furnish a waiver of any interest in the Equipment from any party having an interest in any such real estate or building.

### **ARTICLE VII**

### TAXES, CHARGES AND INSURANCE

Section 7.01 Liens, Taxes, Other Governmental Charges and Utility Charges. Lessee shall keep the Equipment free of all levies, liens, and encumbrances except those created by this Lease. The parties to this Agreement contemplate that the Equipment will be used for a governmental or proprietary purpose of Lessee and that the Equipment will therefore be exempt from all property taxes. If the use, possession or acquisition of any Equipment is nevertheless determined to be subject to taxation, Lessee shall pay when due all taxes and governmental charges lawfully assessed or levied against or with respect to such Equipment. Lessee shall pay all utility and other charges incurred in the use and maintenance of the Equipment. Lessee shall pay such taxes or charges as the same may become due; provided that, with respect to any such taxes or charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as accrue during each Lease Term.

Section 7.02 Insurance. Lessee shall during each Lease Term maintain or cause to be maintained (a) casualty insurance naming Lessor and its assigns as additional insured and loss payee and insuring the Equipment against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State, and any other risks reasonably required by Lessor, in an amount at least equal to the then applicable Purchase Price of the Equipment; (b) liability insurance that protects Lessor from liability in all events in form and amount satisfactory to Lessor; (c) worker's compensation coverage as required by the laws of the State, and (d) rental interruption insurance in an amount which shall cover Rental Payments for no less than 24 months; provided that, with Lessor's prior written consent, Lessee may self-insure against the risks described in clause (a); provided further that Lessee's ability to self-insure does not extend to rental interruption insurance, which Lessee acknowledges may limit Lessee's ability to self-insure against the risks described in clause (a). All such policies of insurance shall name Lessor as an additional insured and loss payee. Lessee shall furnish to Lessor evidence of such insurance or self-insurance coverage throughout each Lease Term. Lessee shall not cancel or modify such insurance or self-insurance coverage in any way that would affect the interests of Lessor without first giving written notice thereof to Lessor at least 30 days in advance of such cancellation or modification.

Section 7.03 Advances. In the event Lessee shall fail to keep the Equipment in good

repair and working order, Lessor may, but shall be under no obligation to, maintain and repair the Equipment and pay the cost thereof. All amounts so advanced by Lessor shall constitute additional rent for the Lease Term and Lessee covenants and agrees to pay such amounts so advanced by Lessor with interest thereon from the due date until paid at the rate of fourteen [14]% per annum or the maximum amount permitted by law, whichever is less.

### **ARTICLE VIII**

### DAMAGE TO AND REPLACEMENT OF EQUIPMENT

Section 8.01 <u>Damage. Destruction and Condemnation</u>. Unless Lessee shall have exercised its option to purchase the Equipment by making payment of the Purchase Price as provided in the related Lease, if, prior to the termination of the applicable Lease Term, (a) the Equipment or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty or (b) title to, or the temporary use of, the Equipment or any part thereof shall be taken under the exercise or threat of the power of eminent domain by any governmental body or by any person, firm or corporation acting pursuant to governmental authority, Lessee and Lessor will cause the Net Proceeds of any insurance claim or condemnation award or sale under threat of condemnation to be applied to the prompt replacement, repair, restoration, modification or improvement of the Equipment. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to Lessee.

If Lessee elects to replace any item of the Equipment (the "Replaced Equipment") pursuant to this Section, the replacement equipment (the "Replacement Equipment") shall be of similar type, utility and condition to the Replaced Equipment and shall be of equal or greater value and useful life than the Replaced Equipment. Lessee shall represent, warrant and covenant to Lessor that each item of Replacement Equipment is free and clear of all claims, liens, security interests and encumbrances, excepting only those liens created by or through Lessor, and shall provide to Lessor any and all documents as Lessor may reasonably request in connection with the replacement, including, but not limited to, documentation in form and substance satisfactory to Lessor evidencing Lessor's title in the Replacement Equipment. Lessor and Lessee hereby acknowledge and agree that any Replacement Equipment acquired pursuant to this paragraph shall constitute "Equipment" for purposes of this Agreement and the related Lease. Lessee shall complete the documentation of Replacement Equipment on or before the next Rent Payment date after the occurrence of a casualty event or be required to exercise the Purchase Option with respect to the damaged equipment.

For purposes of this Article, the term "Net Proceeds" shall mean the amount remaining from the gross proceeds of any insurance claim or condemnation award or sale under threat of condemnation after deducting all expenses, including attorneys' fees, incurred in the collection thereof.

Section 8.02 <u>Insufficiency of Net Proceeds</u>. If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement referred to in Section 8.01, Lessee shall either (a) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds, or (b) pay

or cause to be paid to Lessor the amount of the then applicable Purchase Price for the Equipment, and, upon such payment, the applicable Lease Term shall terminate and Lessor's interest in the Equipment shall terminate as provided in Section 6.01. The amount of the Net Proceeds, if any, remaining after completing such repair, restoration, modification or improvement or after purchasing such Equipment and such other Equipment shall be retained by Lessee. If Lessee shall make any payments pursuant to this Section, Lessee shall not be entitled to any reimbursement therefor from Lessor nor shall Lessee be entitled to any diminution of the amounts payable under Article IV.

### ARTICLE IX

### WARRANTIES

Section 9.01 <u>Disclaimer of Warranties</u>. Lessor makes no warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for particular purpose or fitness for use of the Equipment, or any other warranty or representation, express or implied, with respect thereto and, as to Lessor, Lessee's acquisition of the Equipment shall be on an "as is" basis. In no event shall Lessor be liable for any incidental, indirect, special or consequential damage in connection with or arising out of this Agreement, this Lease, the Equipment or the existence, furnishing, functioning or Lessee's use of any item, product or service provided for in this Agreement or Lease.

Section 9.02 <u>Vendor's Warranties</u>. Lessor hereby irrevocably appoints Lessee its agent and attorney-in-fact during each Lease Term, so long as Lessee shall not be in default under the related Lease, to assert from time to time whatever claims and rights (including without limitation warranties) relating to the Equipment that Lessor may have against Vendor. Lessee's sole remedy for the breach of such warranty, indemnification or representation shall be against Vendor of the Equipment, and not against Lessor. Any such matter shall not have any effect whatsoever on the rights of Lessor with respect to this Lease, including the right to receive full and timely payments under a Lease. Lessee expressly acknowledges that Lessor makes, and has made, no representations or warranties whatsoever as to the existence or the availability of such warranties by Lessor of the Equipment.

### **ARTICLE X**

### PURCHASE OF EQUIPMENT

**Section 10.01 <u>Purchase Option</u>.** Lessee shall have the option to purchase all of the Equipment listed in a Lease, upon giving written notice to Lessor at least 30, but not more than 120, days before the date of purchase, at the following times and upon the following terms:

(a) From and after the date specified in the related Schedule (the "Purchase Option Commencement Date"), on the Rental Payment dates specified in each Lease, upon payment in full of the Rental Payments then due under such Lease plus the then applicable Purchase Price, which may include a prepayment premium on the unpaid balance as set forth in the applicable Schedule; or

- (b) In the event of substantial damage to or destruction or condemnation of substantially all of the Equipment listed in a Lease, on the day specified in Lessee's notice to Lessor of its exercise of the purchase option upon payment in full to Lessor of the Rental Payments then due under such Lease plus the then applicable Purchase Price; or
- (c) Upon the expiration of the Lease Term, upon payment in full of all Rental Payments then due and all other amounts then owing under the Lease, and the payment of \$1.00 to Lessor.

After payment of the applicable Purchase Price, Lessee will own the related Equipment, and Lessor's right, title and interests in and to such Equipment will be transferred and terminated in accordance with Section 6.01.

### **ARTICLE XI**

### **ASSIGNMENT**

Section 11.01 Assignment by Lessor. Lessor's right, title and interest in and to Rental Payments and any other amounts payable by Lessee under any and all of the Leases, its interest in the Equipment subject to each such Lease, and all proceeds therefrom may be assigned and reassigned in whole or in part to one or more assignees or sub-assignees by Lessor, without the necessity of obtaining the consent of Lessee; provided, however, that any such assignment, transfer or conveyance to a trustee for the benefit of owners of certificates of participation shall be made in a manner that conforms to any applicable State law. Nothing in this Section 11.01 shall be construed, however, to prevent Lessor from executing any such assignment, transfer or conveyance that does not involve funding through the use of certificates of participation within the meaning of applicable State law, including any such assignment, transfer or conveyance as part of a multiple asset pool to a partnership or trust, interests in which are offered and sold in a private placement or limited offering only to investors whom Lessor reasonably believes are qualified institutional buyers or accredited investors within the meaning of the applicable federal securities law; provided further, however, that in any event, Lessee shall not be required to make Rental Payments, to send notices or to otherwise deal with respect to matters arising under a Lease with or to more than one individual or entity. No assignment, transfer or conveyance permitted by this Section 11.01 shall be effective until Lessee shall have received a written notice of assignment that discloses the name and address of each such assignee; provided, however, that if such assignment is made to a bank or trust company as trustee or paying agent for owners of certificates of participation, trust certificates or partnership interests with respect to the Rental Payments payable under a Lease, it shall thereafter be sufficient that Lessee receives notice of the name and address of the bank or trust company as trustee or paying agent. During the term of each Lease, Lessee shall keep, or cause to be kept, a complete and accurate record of all such assignments in form necessary to comply with Section 149 of the Code. Lessee shall retain all such notices as a register of all assignees and shall make all payments to the assignee or assignees designated in such register. Lessee shall not have the right to and shall not assert against any assignee any claim, counterclaim or other right Lessee may have against Lessor or the Vendor. Assignments in part may include without limitation assignment of all of Lessor's interest in and to the Equipment listed

in a particular Lease and all rights in, to and under the Lease related to such Equipment. The option granted in this Section may be separately exercised from time to time with respect to the Equipment listed in each Lease, but such option does not permit the assignment of less than all of Lessor's interests in the Equipment listed in a single Lease. Lessor acknowledges and agrees that any assignment under this Section shall not, and shall not purport to, alter or modify in any respect Lessee's obligations to perform in accordance with the terms of this Agreement and the related Lease in accordance with their terms as originally executed. Any assignment under this Section shall be subject to the condition that Lessee shall incur no costs nor be required to provide or execute any documents or participate in any manner in connection with such assignment, and Lessor and any such assignee shall be solely responsible for compliance with all securities and other laws in connection with such assignment. Lessor acknowledges that this Agreement and each Lease has not and will not be registered under the Securities Act of 1933 or any state securities laws and that Lessee has not and will not prepare any offering or disclosure materials or documents for use in connection with any assignment under this Section.

**Section 11.02** <u>Assignment and Subleasing by Lessee</u>. None of Lessee's right, title, and interest in, to and under this Lease or any portion of the Equipment may be assigned or encumbered by Lessee for any reason.

### **ARTICLE XII**

### **DEFAULTS AND REMEDIES**

**Section 12.01** Events of Default Defined. Any of the following events shall constitute an "Event of Default" under a Lease:

- (a) Failure by Lessee to pay any Rental Payment or other payment required to be paid under this Lease at the time specified herein;
- (b) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in subparagraph (a) above, for a period of 30 days after written notice specifying such failure and requesting that it be remedied is given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; provided that, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected;
- (c) Any statement, representation or warranty made by Lessee in or pursuant to this Lease or its execution, delivery or performance shall prove to have been false, incorrect, misleading, or breached in any material respect on the date when made;
- (d) Any default occurs under any other agreement for borrowing money or receiving credit under which Lessee may be obligated as borrower, if such default consists of (i) the failure to pay any indebtedness when due or (ii) the failure to perform any other obligation thereunder and gives the holder of the indebtedness the right to accelerate the

indebtedness or pursue other remedies;

- (e) Lessee shall (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Lessee, or of all or a substantial part of the assets of Lessee, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against it under applicable federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Lessee in any bankruptcy, reorganization or insolvency proceeding; or
- (f) An order, judgment or decree shall be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator or Lessee or of all or a substantial part of the assets of Lessee, in each case without its application, approval or consent, and such order, judgment or decree shall continue unstayed and in effect for any period of 30 consecutive days.

**Section 12.02 <u>Remedies on Default.</u>** Whenever any Event of Default exists, Lessor shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

- (a) By written notice to Lessee, Lessor may without terminating such Lease, collect each Rental Payment payable by Lessee pursuant to such Lease and other amounts payable by Lessee under such Lease as they become due and payable;
- (b) With or without terminating the Lease Term under such Lease, Lessor may enter the premises where the Equipment listed in such Lease is located and retake possession of such Equipment or require Lessee at Lessee's expense to promptly return any or all of such Equipment to the possession of Lessor at such place within the United States as Lessor shall specify, and sell or lease such Equipment or, for the account of Lessee, sublease such Equipment, continuing to hold Lessee liable, but solely from legally available funds, for the difference between (i) the Rental Payments payable by Lessee pursuant to such Lease and other amounts related to such Lease or the Equipment listed therein that are payable by Lessee to the end of the Lease Term, and (ii) the net proceeds of any such sale, leasing or subleasing (after deducting all expenses of Lessor in exercising its remedies under such Lease, including without limitation all expenses of taking possession, storing, reconditioning and selling or leasing such Equipment and all brokerage, auctioneer's and attorney's fees). The exercise of any such remedies respecting any such Event of Default shall not relieve Lessee of any other liabilities under any other Lease or the Equipment listed therein;
- (c) Lessor may take whatever action at law or in equity may appear necessary or desirable to enforce its rights under such Lease or as a secured party in any or all of the Equipment subject to such Lease; and
- (d) By action pursuant to the Florida Code of Civil Procedure, or as otherwise provided by law, obtain the issuance of a writ of mandamus enforcing, for the entire balance

of the remaining Lease Term, the duty of Lessee to appropriate and take all other administrative steps necessary for the payment of rents, and other amounts due hereunder.

Section 12.03 No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease now or hereafter existing at law or in equity, provided that Lessor shall have no right to accelerate any Rental Payment or otherwise declare any Rental Payment or other amount payable not then in default to be immediately due and payable. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Lessor to exercise any remedy reserved to it in this Article it shall not be necessary to give any notice other than such notice as may be required in this Article.

Section 12.04 <u>Application of Moneys</u>. Any net proceeds from the exercise of any remedy under this Agreement, including the application specified in Section 12.02(b)(ii) (after deducting all expenses of Lessor in exercising such remedies including without limitation all expenses of taking possession, storing, reconditioning and selling or leasing Equipment and all brokerage, auctioneer's or attorney's fees), shall be applied as follows:

(a) If such remedy is exercised solely with respect to a single Lease, Equipment listed in such Lease or rights thereunder, then to amounts due pursuant to such Lease and other amounts related to such Lease or such Equipment.

### **ARTICLE XIII**

### **MISCELLANEOUS**

**Section 13.01** Notices. All notices, certificates or other communications under this Lease shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, or delivered by overnight courier, or sent by facsimile transmission (with electronic confirmation) to the parties hereto at the addresses immediately after the signatures to this Agreement (or at such other address as either party hereto shall designate in writing to the other for notices to such party) and to any assignee at its address as it appears on the registration books maintained by Lessee.

Section 13.02 <u>E-Verify</u>. The Lessor shall comply with and perform all provisions of Section 448.095, Florida Statutes. Accordingly, as a condition precedent to entering into this Agreement, Lessor 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 Lessor anticipates entering into agreements with a subcontractor for services under this Agreement, Lessor 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. Lessor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the Lessee upon request. Any party may terminate this Agreement 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, Lessor shall be liable for any additional costs incurred by the Lessee because of the

termination. If the Lessee has a good faith belief that a subcontractor has violated Section 448.095, Florida Statutes, but the Lessor has otherwise complied with its obligations hereunder, the Lessee shall promptly notify the Lessor. The Lessor agrees to immediately terminate the agreement with the subcontractor upon notice from the Lessee.

Section 13.03 Release and Indemnification. To the extent permitted by law, but only from legally available funds, Lessee shall indemnify, protect, hold harmless, save and keep harmless Lessor from and against any and all liability, obligation, loss, claim, tax and damage whatsoever, regardless of cause thereof, and all expenses in connection therewith (including, without limitation, counsel fees and expenses, penalties connected therewith imposed on interest received) arising out of or as a result of (a) the entering into of this Agreement or Lease, (b) the ownership of any item of the Equipment, (c) the ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of any item of the Equipment, (d) any accident in connection with the operation, use, condition, possession, storage or return of any item of the Equipment resulting in damage to property or injury to or death to any person, and/or (e) the breach of any covenant in a Lease or any material misrepresentation contained in a Lease. The indemnification arising under this paragraph shall continue in full force and effect notwithstanding the full payment of all obligations under all Leases or the termination of the Lease Term under all Leases for any reason.

**Section 13.04 Binding Effect.** This Lease shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

**Section 13.05** <u>Severability</u>. In the event any provision of this Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

**Section 13.06 <u>Amendments. Changes and Modifications.</u>** This Lease may only be amended by Lessor and Lessee in writing.

**Section 13.07** Execution in Counterparts. This Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**Section 13.08** <u>Applicable Law.</u> This Lease shall be governed by and construed in accordance with the laws of the State.

**Section 13.09 <u>Captions</u>**. The captions or headings in this Agreement and in this Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

**IN WITNESS WHEREOF,** Lessor and Lessee have caused this Agreement to be executed in their names by their duly authorized representatives as of the date first above written.

LESSOR: WHFS, LLC	LESSEE: Forest Lake Community Development District
	219 East Livingston Street
	Orlando, Florida 32801 Attention: District Manager
By	By
Title	Title

### **EXHIBIT A**

### SCHEDULE OF PROPERTY NO. 1

Re:	Playground Equipment Lease/Purchase Agreement, dated as of, 2021
	by and between WHFS, LLC, as Lessor, and the Forest Lake Community
	Development District, as Lessee

- 1. **Defined Terms.** All terms used herein have the meanings ascribed to them in the above-referenced Playground Equipment Lease/Purchase Agreement (the "Playground Equipment Lease").
- **2. Equipment.** The following items of Equipment are hereby included under this Schedule of the Playground Equipment Lease:

[See Attached Exhibit A-2]

### 3. Payment Schedule.

- (a) Rental Payments. Because of the Existing Equipment leased in accordance with Section 3.02 of this Agreement, the Rental Payments shall be in such amounts and payable on such dates as set forth in the Rental Payment Schedule attached to this Schedule as Exhibit A-1.
- (b) Purchase Price Schedule. The Purchase Price on each Rental Payment date for the Equipment listed in this Schedule shall be the amount set forth for such Rental Payment date in the "Purchase Price" column of the Rental Payment Schedule attached to this Schedule. The Purchase Price is in addition to all Rental Payments then due under this Schedule (including the Rental Payment shown on the same line in the Rental Payment Schedule).
- **4. Representations, Warranties and Covenants.** Lessee hereby represents, warrants and covenants that its representations, warranties and covenants set forth in the Playground Equipment Lease are true and correct as though made on the date of commencement of Rental Payments on this Schedule. Lessee further represents and warrants that no material adverse change in Lessee's financial condition has occurred since the date of the Playground Equipment Lease.
- **5. The Lease.** The terms and provisions of the Playground Equipment Lease are hereby incorporated into this Schedule by reference and made a part hereof.

[Remainder of Page Intentionally Left Blank]

	hase Option Commencement Date. For purposes of Section 10.01 of the option Commencement Date is [
LESSOR: WHFS, LLC	LESSEE: Forest Lake Community Development District
	219 East Livingston Street
	Orlando, Florida 32801 Attention: District Manager
Ву	By
Title	Title

Counterpart No. 1 manually executed and serially numbered counterparts. To the extent that this Lease constitutes chattel paper (as defined in the Uniform Commercial Code), no security interest herein may be created through the transfer or possession of any Counterpart other than Counterpart No. 1.

### **EXHIBIT A-1**

### RENTAL PAYMENT SCHEDULE

Rental	Rental			
Payment	Payment	Interest	Principal	Purchase
Date	Amount	Portion	Portion	Price
[ ]/ /2011				
[]//2012				
[ ]/ /2012				
[]//2013				
[ ]/ /2013				
[]//2014				
[ ]/ /2014				
[]//2015				_
[ ]//2015				

### **EXHIBIT B**

### ACCEPTANCE CERTIFICATE

WHFS, LL	<u></u>
Re:	Schedule of Property No. 1, dated, 2021, to Playground Equipment Lease/Purchase Agreement, dated as of, 2021, between WHFS, LLC, as Lessor, and the Forest Lake Community Development District, as Lessee.
Ladies and	Gentlemen:
	accordance with the Playground Equipment Lease/Purchase Agreement (the t"), the undersigned Lessee hereby certifies and represents to, and agrees with Lessor
1. above-refer on the date	All of the Equipment (as such term is defined in the Agreement) listed in the enced Schedule of Property (the "Schedule") has been delivered, installed and accepted hereof.
	Lessee has conducted such inspection and/or testing of the Equipment listed in the sit deems necessary and appropriate and hereby acknowledges that it accepts the for all purposes.
3. the Agreem	Lessee is currently maintaining the insurance coverage required by Section 7.02 of ent.
4. would const	No event or condition that constitutes, or with notice or lapse of time, or both, titute, an Event of Default (as defined in the Agreement) exists at the date hereof.
Date:	
	LESSEE: Forest Lake Community Development District
	Ву
	Title

### **EXHIBIT C**

### **CERTIFICATE**

The undersigned, a duly elected Chairman of the Board of Supervisors of the Forest Lake Community Development District, certified as follows:

Community Development Dist	rict, as Lessee	(the "Officials") in	cting officials of the Forest Lake n the capacity set forth opposite re true and correct as of the date
deliver the Playground Equipm the Schedule(s) thereunder an	ent Lease/Purch d all future S nese Agreement	hase Agreement da Schedule(s) (the "ss are binding and a	essee, to negotiate, execute and ted as of, 2021 and Agreements") by and between uthorized Agreements of Lessee,
Name of Official	Title		Signature
Dated		Ву	
		Title	_
		(Seal)	
he signer of this Certificate c	annot be listed	above as authorize	d to execute the Agreements.)

E-1

# SECTION VI



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

September 22, 2021

Board of Supervisors
Forest Lake Community Development District
c/o GMS - CFL, LLC
219 E. Livingston Street
Orlando, FL 32801

We are pleased to confirm our understanding of the services we are to provide Forest Lake Community Development District, Polk County, Florida ("the District") for the fiscal year ended September 30, 2021. We will audit the financial statements of the governmental activities and each major fund, including the related notes to the financial statements, which collectively comprise the basic financial statements of Forest Lake Community Development District as of and for the fiscal year ended September 30, 2021. In addition, we will examine the District's compliance with the requirements of Section 218.415 Florida Statutes. This letter serves to renew our agreement and establish the terms and fee for the 2021 audit.

Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the District's 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. As part of our engagement, we will apply certain limited procedures to the District's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding 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 will 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.

The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Budgetary comparison schedule

### **Audit Objectives**

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the District and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the District's financial statements. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs. If our opinion on the financial statements is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or issue a report, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the District is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards

and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

### **Examination Objective**

The objective of our examination is the expression of an opinion as to whether the District is in compliance with Florida Statute 218.415 in accordance with Rule 10.556(10) of the Auditor General of the State of Florida. Our examination will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and will include tests of your records and other procedures we consider necessary to enable us to express such an opinion. We will issue a written report upon completion of our examination of the District's compliance. The report will include a statement that the report is intended solely for the information and use of management, those charged with governance, and the Florida Auditor General, and is not intended to be and should not be used by anyone other than these specified parties. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs. If our opinion on the District's compliance is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the examination or are unable to form or have not formed an opinion, we may decline to express an opinion or issue a report, or may withdraw from this engagement.

### **Other Services**

We will assist in preparing the financial statements and related notes of the District in conformity with U.S. generally accepted accounting principles based on information provided by you. These non-audit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

#### **Management Responsibilities**

Management is responsible for the financial statements and all accompanying information as well as all representations contained therein. Further, management is responsible for compliance with Florida Statute 218.415 and will provide us with the information required for the examination. The accuracy and completeness of such information is also management's responsibility. As part of the audit, we will assist with preparation of your financial statements and related notes in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. In addition, you will be required to make certain representations regarding compliance with Florida Statute 218.415 in the management representation letter. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Management is responsible for establishing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management is reliable and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole. As part of our engagement, we may propose standard adjusting, or correcting journal entries to your financial statements. You are responsible for reviewing the entries and understanding the nature of the proposed entries and the impact they have on the financial statements.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the

government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

#### Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. 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 will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

#### Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

### **Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

### **Engagement Administration, Fees, and Other**

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of Grau & Associates and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a cognizant or oversight agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Grau & Associates personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies. Notwithstanding the foregoing, the parties acknowledge that various documents reviewed or produced during the conduct of the audit may be public records under Florida law. The District agrees to notify Grau & Associates of any public record request it receives that involves audit documentation.

Furthermore, Grau & Associates agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Auditor acknowledges that the designated public records custodian for the District is the District Manager ("Public Records Custodian"). Among other requirements and to the extent applicable by law, Grau & Associates shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if Auditor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Grau & Associate's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Grau & Associates, Grau & Associates shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF GRAU & ASSOCIATES HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE PUBLIC RECORDS CUSTODIAN AT C/O GOVERNMENTAL MANAGEMENT SERVICES – CENTRAL FLORIDA, LLC, 219 EAST LIVINGSTON STREET ORLANDO, FLORIDA 32801, OR RECORDREQUEST@GMSCFL.COM, PH: (407) 841-5524.

Our fee for these services will not exceed \$4,400 for the September 30, 2021 audit. The fee for each annual renewal will be agreed upon separately.

This agreement provides for a contract period of one year. This agreement may be renewed for three additional one-year terms subject to the mutual agreement by both parties to all terms and fees. The fee for each annual renewal will be agreed upon separately. If the District agrees to subsequent renewals, the fees for fiscal year 2022, 2023 and 2024 will not exceed \$4,500, \$4,600 and \$4,700, respectively, unless there is a change in activity by the District which results in additional audit work or if additional Bonds are issued.

All accounting records (including, but not limited to, trial balances, general ledger detail, vendor files, bank and trust statements, minutes, and confirmations) for the fiscal year ended September 30, 2021 must be provided to us no later than March 1, 2022, in order for us to complete the engagement and submit a preliminary draft audit report to the District no later than May 15, 2022. If the conditions are met for the auditor to submit a preliminary draft audit report to the District by May 15, 2022, and the District successfully provides all remaining items needed to complete the audit by June 1, 2022, than the auditor will submit a final audit report to the District to review no later than June 1, 2022.

We will complete the audit within prescribed statutory deadlines, which requires the District to submit its annual audit to the Auditor General no later than nine (9) months after the end of the audited fiscal year, with the understanding that your employees will provide information needed to perform the audit on a timely basis.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. Invoices will be submitted in sufficient detail to demonstrate compliance with the terms of this agreement. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon

### Forest Lake Community Development District Page 5

written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate.

The District may terminate this agreement, with or without cause, upon thirty (30) days written notice of termination to Grau & Associates. Upon any termination of this agreement, Grau & Associates shall be entitled to payment of all work and/or services rendered up until the date of the notice of termination subject to any offsets the District may have against Grau & Associates.

We will provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2019 peer review report accompanies this letter.

We appreciate the opportunity to be of service to Forest Lake Community Development District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,
Grau & Associates
or In
Antonio J. Grau
RESPONSE:
This letter correctly sets forth the understanding of Forest Lake Community Development District.
By:
Title:
Date:





Peer Review Program

FICPA Peer Review Program Administered in Florida by The Florida Institute of CPAs

AICPA Peer Review Program
Administered in Florida
by the Florida Institute of CPAs

February 20, 2020

Antonio Grau Grau & Associates 951 Yamato Rd Ste 280 Boca Raton, FL 33431-1809

Dear Antonio Grau:

It is my pleasure to notify you that on February 20, 2020, the Florida Peer Review Committee accepted the report on the most recent. System Review of your firm. The due date for your next review is. December 31, 2022. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Thank you for your cooperation.

Sincerely, FICPA Peer Review Committee

Peer Review Team FICPA Peer Review Committee paul@ficpa.org 800-342-3197 ext. 251

Florida Institute of CPAs

cc: Daniel Hevia, Racquel McIntosh

Firm Number: 900004390114 Review Number: 571202

# **SECTION VII**

# **REBATE REPORT \$8,845,000**

### Forest Lake Community Development District

(Polk County, Florida)

Special Assessment Bonds, Series 2020 (Assessment Area One Project)

Dated: September 29, 2020 Delivered: September 29, 2020

Rebate Report to the Computation Date September 29, 2023 Reflecting Activity To September 30, 2021



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www.amteccorp.com

October 20, 2021

Forest Lake Community Development District c/o Ms. Katie Costa
Government Management Services – CF, LLC
6200 Lee Vista Blvd, Suite 300
Orlando, FL 32822

Re: \$8,845,000 Forest Lake Community Development District (Polk County, Florida), Special Assessment Bonds, Series 2020 (Assessment Area One Project)

Dear Ms. Costa:

AMTEC has prepared certain computations relating to the above referenced bond issue (the "Bonds") at the request of the Forest Lake Community Development District (the "District")

The scope of our engagement consisted of preparing the computations shown in the attached schedules to determine the Rebatable Arbitrage as described in Section 103 of the Internal Revenue Code of 1954, Section 148(f) of the Internal Revenue Code of 1986, as amended (the "Code"), and all applicable Regulations issued thereunder. The methodology used is consistent with current tax law and regulations and may be relied upon in determining the rebate liability. Certain computational methods used in the preparation of the schedules are described in the Summary of Computational Information and Definitions.

Our engagement was limited to the computation of Rebatable Arbitrage based upon the information furnished to us by the District. In accordance with the terms of our engagement, we did not audit the information provided to us, and we express no opinion as to the completeness, accuracy or suitability of such information for purposes of calculating the Rebatable Arbitrage.

We have scheduled our next Report as of September 30, 2022. Thank you very much for this engagement and should you have any questions, please do not hesitate to contact us.

Very truly yours,

Michael J. Scarfo Senior Vice President

### **SUMMARY OF REBATE COMPUTATIONS**

Our computations, contained in the attached schedules, are summarized as follows:

For the September 29, 2023 Computation Date Reflecting Activity from September 29, 2020 through September 30, 2021

Fund	Taxable	Net	Rebatable
Description	Inv Yield	Income	Arbitrage
Acquisition and Construction Fund	0.005925%	185.56	(133,857.31)
Capitalized Interest Fund	0.005982%	7.05	(5,036.95)
Cost of Issuance Fund	0.000000%	0.00	0.00
Debt Service Reserve Fund	0.006000%	26.65	(18,872.47)
Totals	0.005936%	\$219.26	\$(157,766.73)
Bond Yield	3.894044%		
Rebate Computation Credit			(1,922.73)
Net Rebatable Arbitrage			\$(159,689.46)

Based upon our computations, no rebate liability exists.

### SUMMARY OF COMPUTATIONAL INFORMATION AND DEFINITIONS

### **COMPUTATIONAL INFORMATION**

- 1. For purposes of computing Rebatable Arbitrage, investment activity is reflected from September 29, 2020, the date of the closing, to September 30, 2021, the Computation Period. All nonpurpose payments and receipts are future valued to the Computation Date of September 29, 2023.
- 2. Computations of yield are based on a 360-day year and semiannual compounding on the last day of each compounding interval. Compounding intervals end on a day in the calendar year corresponding to Bond maturity dates or six months prior.
- 3. For investment cash flow, debt service and yield computation purposes, all payments and receipts are assumed to be paid or received respectively, as shown on the attached schedules.
- 4. Purchase prices on investments are assumed to be at fair market value, representing an arm's length transaction.
- 5. During the period between September 29, 2020 and September 30, 2021, the District made periodic payments into the Debt Service Fund that were used, along with the interest earned, to provide the required debt service payments.

Under Section 148(f)(4)(A), the rebate requirement does not apply to amounts in certain bona fide debt service funds. The Regulations define a bona fide debt service fund as one that is used primarily to achieve a proper matching of revenues with principal and interest payments within each bond year. The fund must be depleted at least once each bond year, except for a reasonable carryover amount not to exceed the greater of the earnings on the fund for the immediately preceding bond year or 1/12<sup>th</sup> of the principal and interest payments on the issue for the immediately preceding bond year.

We have reviewed the Debt Service Fund and have determined that the funds deposited have functioned as a bona fide debt service fund and are not subject to the rebate requirement.

### **DEFINITIONS**

### 6. Computation Date

September 29, 2023.

### 7. Computation Period

The period beginning on September 29, 2020, the date of the closing, and ending on September 30, 2021.

### 8. Bond Year

Each one-year period (or shorter period from the date of issue) that ends at the close of business on the day in the calendar year that is selected by the Issuer. If no day is selected by the Issuer before the earlier of the final maturity date of the issue or the date that is five years after the date of issue, each bond year ends at the close of business on the anniversary date of the issuance.

### 9. Bond Yield

The discount rate that, when used in computing the present value of all the unconditionally payable payments of principal and interest with respect to the Bonds, produces an amount equal to the present value of the issue price of the Bonds. Present value is computed as of the date of issue of the Bonds.

### 10. Taxable Investment Yield

The discount rate that, when used in computing the present value of all receipts of principal and interest to be received on an investment during the Computation Period, produces an amount equal to the fair market value of the investment at the time it became a nonpurpose investment.

### 11. Issue Price

The price determined on the basis of the initial offering price at which price a substantial amount of the Bonds was sold.

### 12. Rebatable Arbitrage

The Code defines the required rebate as the excess of the amount earned on all nonpurpose investments over the amount that would have been earned if such nonpurpose investments were invested at the Bond Yield, plus any income attributable to the excess. Accordingly, the Regulations require that this amount be computed as the excess of the future value of all the nonpurpose receipts over the future value of all the nonpurpose payments. The future value is computed as of the Computation Date using the Bond Yield.

### 13. Funds and Accounts

The Funds and Accounts activity used in the compilation of this Report was received from the District and US Bank, Trustee, as follows:

Fund	Account Number
Revenue	236860000
Capitalized Interest	236860001
Sinking	236860002
Debt Service Reserve	236860003
Prepayment	236860004
Acquisition and Construction	236860005

### **METHODOLOGY**

### **Bond Yield**

The methodology used to calculate the bond yield was to determine the discount rate that produces the present value of all payments of principal and interest through the maturity date of the Bonds.

### **Investment Yield and Rebate Amount**

The methodology used to calculate the Rebatable Arbitrage, as of September 30, 2021, was to calculate the future value of the disbursements from all funds, subject to rebate, and the value of the remaining bond proceeds, at the yield on the Bonds, to September 29, 2023. This figure was then compared to the future value of the deposit of bond proceeds into the various investment accounts at the same yield. The difference between the future values of the two cash flows, on September 29, 2023, is the Rebatable Arbitrage.

### \$8,845,000

## Forest Lake Community Development District (Polk County, Florida)

### Special Assessment Bonds, Series 2020 (Assessment Area One Project)

**Delivered: September 29, 2020** 

### **Sources of Funds**

Par Amount	\$8,845,000.00
Net Original Issue Premium	41,035.15
Total	\$8,886,035.15

### **Uses of Funds**

Acquisition & Construction Fund	\$7,822,995.98
Debt Service Reserve Fund	505,200.00
Cost of Issuance Fund	182,675.00
Capitalized Interest Fund	198,264.17
Underwriter's Discount	176,900.00
Total	\$8,886,035.15

Prepared by AMTEC (Finance 8.700)

### PROOF OF ARBITRAGE YIELD

\$8,845,000
Forest Lakes Community Development District (Polk County, Florida)
Special Assessment Bonds, Series 2020 (Assessment Area One Project)

		Present Value
_		to 09/29/2020
Date	Debt Service	@ 3.8940436879%
05/01/2021	198,264.17	193,812.10
11/01/2021	168,337.50	161,414.66
05/01/2022	338,337.50	318,227.49
11/01/2022	166,106.25	153,249.47
05/01/2023	341,106.25	308,693.97
11/01/2023	163,809.38	145,412.82
05/01/2024	338,809.38	295,015.49
11/01/2024	161,512.50	137,949.77
05/01/2025	341,512.50	286,119.14
11/01/2025	159,150.00	130,789.36
05/01/2026	344,150.00	277,420.78
11/01/2026	156,143.75	123,464.27
05/01/2027	351,143.75	272,349.81
11/01/2027	152,975.00	116,382.60
05/01/2028	352,975.00	263,412.87
11/01/2028	149,725.00	109,600.57
05/01/2029	354,725.00	254,703.99
11/01/2029	146,393.75	103,107.90
05/01/2030	361,393.75	249,675.26
11/01/2030	142,900.00	96,839.50
05/01/2031	362,900.00	241,230.80
11/01/2031	138,500.00	90,306.92
05/01/2032	368,500.00	235,686.22
11/01/2032	133,900.00	84,004.53
05/01/2033	373,900.00	230,092.82
11/01/2033	129,100.00	77,929.04
05/01/2034	379,100.00	224,466.90
11/01/2034	124,100.00	72,076.84
05/01/2035	384,100.00	218,823.39
11/01/2035	118,900.00	66,444.15
05/01/2036	388,900.00	213,175.99
11/01/2036 05/01/2037	113,500.00	61,026.95
11/01/2037	393,500.00 107,900.00	207,537.22 55,821.07
05/01/2038	402,900.00	204,455.80
11/01/2038	102,000.00	50,772.41
05/01/2039	407,000.00	198,722.71
11/01/2039	95,900.00	45,930.07
05/01/2040	410,900.00	193,036.81
11/01/2040	89,600.00	41,289.30
05/01/2041	419,600.00	189,666.40
11/01/2041	83,000.00	36,800.90
05/01/2042	428,000.00	186,144.24
11/01/2042	76,100.00	32,465.04
05/01/2043	436,100.00	182,491.58
11/01/2043	68,900.00	28,281.43
05/01/2044	438,900.00	176,714.93
11/01/2044	61,500.00	24,288.92
05/01/2045	451,500.00	174,910.68
11/01/2045	53,700.00	20,406.02
05/01/2046	458,700.00	170,977.21
11/01/2046	45,600.00	16,672.46
05/01/2047	465,600.00	166,983.43
11/01/2047	37,200.00	13,086.66
05/01/2048	472,200.00	162,943.59
11/01/2048	28,500.00	9,646.76
05/01/2049	483,500.00	160,530.92

Prepared by AMTEC (Finance 8.700)

### PROOF OF ARBITRAGE YIELD

### \$8,845,000

Forest Lakes Community Development District (Polk County, Florida) Special Assessment Bonds, Series 2020 (Assessment Area One Project)

Date	Debt Service	Present Value to 09/29/2020 @ 3.8940436879%
11/01/2049	19,400.00	6,318.14
05/01/2050	494,400.00	157,939.80
11/01/2050	9,900.00	3,102.23
05/01/2051	504,900.00	155,192.03
	15,451,770.43	8,886,035.15

### Proceeds Summary

09/29/2020
8,845,000.00
41,035.15
8.886.035.15

Prepared by AMTEC (Finance 8.700)

### BOND DEBT SERVICE

\$8,845,000

Forest Lakes Community Development District
(Polk County, Florida)

Special Assessment Bonds, Series 2020
(Assessment Area One Project)

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
09/29/2020					
05/01/2021			198,264.17	198,264.17	198,264.17
11/01/2021			168,337.50	168,337.50	,
05/01/2022	170,000	2.625%	168,337.50	338,337.50	506,675.00
11/01/2022			166,106.25	166,106.25	
05/01/2023	175,000	2.625%	166,106.25	341,106.25	507,212.50
11/01/2023			163,809.38	163,809.38	
05/01/2024	175,000	2.625%	163,809.38	338,809.38	502,618.76
11/01/2024			161,512.50	161,512.50	
05/01/2025	180,000	2.625%	161,512.50	341,512.50	503,025.00
11/01/2025			159,150.00	159,150.00	
05/01/2026	185,000	3.250%	159,150.00	344,150.00	503,300.00
11/01/2026	40.5000	2.2500/	156,143.75	156,143.75	
05/01/2027	195,000	3.250%	156,143.75	351,143.75	507,287.50
11/01/2027	200.000	2.2500/	152,975.00	152,975.00	505.050.00
05/01/2028	200,000	3.250%	152,975.00	352,975.00	505,950.00
11/01/2028	205.000	2.2500/	149,725.00	149,725.00	504 450 00
05/01/2029	205,000	3.250%	149,725.00	354,725.00	504,450.00
11/01/2029	215.000	2.2500/	146,393.75	146,393.75	507 707 50
05/01/2030	215,000	3.250%	146,393.75 142,900.00	361,393.75	507,787.50
11/01/2030	220,000	4.0000/		142,900.00	505 900 00
05/01/2031 11/01/2031	220,000	4.000%	142,900.00 138,500.00	362,900.00 138,500.00	505,800.00
05/01/2032	230,000	4.000%	138,500.00	368,500.00	507,000.00
11/01/2032	230,000	4.000%	133,900.00	133,900.00	307,000.00
05/01/2033	240,000	4.000%	133,900.00	373,900.00	507,800.00
11/01/2033	240,000	4.00076	129,100.00	129,100.00	307,800.00
05/01/2034	250,000	4.000%	129,100.00	379,100.00	508,200.00
11/01/2034	230,000	4.00070	124,100.00	124,100.00	300,200.00
05/01/2035	260,000	4.000%	124,100.00	384,100.00	508,200.00
11/01/2035	200,000	1.00070	118,900.00	118,900.00	500,200.00
05/01/2036	270,000	4.000%	118,900.00	388,900.00	507,800.00
11/01/2036			113,500.00	113,500.00	,
05/01/2037	280,000	4.000%	113,500.00	393,500.00	507,000.00
11/01/2037	,		107,900.00	107,900.00	*
05/01/2038	295,000	4.000%	107,900.00	402,900.00	510,800.00
11/01/2038			102,000.00	102,000.00	
05/01/2039	305,000	4.000%	102,000.00	407,000.00	509,000.00
11/01/2039			95,900.00	95,900.00	
05/01/2040	315,000	4.000%	95,900.00	410,900.00	506,800.00
11/01/2040			89,600.00	89,600.00	
05/01/2041	330,000	4.000%	89,600.00	419,600.00	509,200.00
11/01/2041			83,000.00	83,000.00	
05/01/2042	345,000	4.000%	83,000.00	428,000.00	511,000.00
11/01/2042			76,100.00	76,100.00	
05/01/2043	360,000	4.000%	76,100.00	436,100.00	512,200.00
11/01/2043	270 000	4.0000/	68,900.00	68,900.00	505.000.00
05/01/2044	370,000	4.000%	68,900.00	438,900.00	507,800.00
11/01/2044	200.000	4.0000/	61,500.00	61,500.00	512 000 00
05/01/2045	390,000	4.000%	61,500.00	451,500.00	513,000.00
11/01/2045 05/01/2046	405,000	4.000%	53,700.00 53,700.00	53,700.00 458,700.00	512 400 00
11/01/2046	403,000	4.000%	45,600.00	45,600.00	512,400.00
05/01/2047	420,000	4.000%	45,600.00	465,600.00	511,200.00
11/01/2047	420,000	4.00070	37,200.00	37,200.00	311,200.00
05/01/2048	435,000	4.000%	37,200.00	472.200.00	509,400.00
11/01/2048	755,000	7.000/0	28,500.00	28,500.00	507,400.00
05/01/2049	455,000	4.000%	28,500.00	483,500.00	512,000.00
00.01/2017	.55,000		20,500.00	.05,500.00	212,000.00

Prepared by AMTEC (Finance 8.700)

### BOND DEBT SERVICE

\$8,845,000

Forest Lakes Community Development District
(Polk County, Florida)

Special Assessment Bonds, Series 2020
(Assessment Area One Project)

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
11/01/2049			19,400.00	19,400.00	
05/01/2050	475,000	4.000%	19,400.00	494,400.00	513,800.00
11/01/2050			9,900.00	9,900.00	
05/01/2051	495,000	4.000%	9,900.00	504,900.00	514,800.00
	8,845,000		6,606,770.43	15,451,770.43	15,451,770.43

### \$8,845,000

### Forest Lakes Community Development District (Polk County, Florida) Special Assessment Bonds, Series 2020 (Assessment Area One Project) Acquisition and Construction Fund

### ARBITRAGE REBATE CALCULATION DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (3.894044%)
09/29/20 10/07/20 10/14/20 10/14/20 10/14/20 10/14/20 10/14/20 10/14/20 10/15/20 10/15/20 10/15/20 10/15/20	Beg Bal	-7,822,995.98 1,326.75 93,823.65 66,600.00 25,956.85 147,651.00 1,670.93 3,000.00 399,071.36 93,823.65 66,600.00 -93,823.65 -66,600.00	-8,782,544.67 1,488.21 105,162.69 74,648.93 29,093.86 165,495.34 1,872.87 3,362.56 447,301.08 105,151.43 74,640.94 -105,151.43 -74,640.94
10/26/20 10/26/20 10/26/20 11/05/20 11/06/20 11/06/20 11/06/20 11/06/20 11/18/20 11/18/20		333,927.34 1,952.50 8,000.00 3,000.00 474,568.57 135,676.15 48,728.96 3,838.75 3,000.00 175.50 200.00	373,803.24 2,185.66 8,955.32 3,355.01 530,670.32 151,715.29 54,489.52 4,292.55 3,354.65 195.99 223.36
11/18/20 12/07/20 12/07/20 12/07/20 12/07/20 12/07/20 12/11/20 12/21/20 12/21/20 12/28/20		6,000.00 337,675.73 44,490.40 639.00 3,000.00 91,398.73 2,500.00 181,471.71 10,162.15 3,735.00 294,661.28	6,700.68 376,342.61 49,584.95 712.17 3,343.53 101,864.70 2,786.27 202,165.19 11,308.83 4,156.45 327,664.65
12/28/20 12/30/20 01/05/21 01/06/21 01/13/21 01/13/21 01/13/21 01/13/21 01/19/21 02/04/21 02/05/21 02/05/21		1,871.25 621,620.73 3,000.00 10,133.65 20,539.00 67,967.46 3,000.00 7,150.00 3,000.00 3,000.00 3,000.00 3,000.00	2,080.84 691,096.91 3,333.51 11,259.01 22,802.79 75,458.76 3,330.66 7,932.96 3,323.17 3,322.82 3,322.82

#### Forest Lakes Community Development District (Polk County, Florida) Special Assessment Bonds, Series 2020 (Assessment Area One Project) Acquisition and Construction Fund

# ARBITRAGE REBATE CALCULATION DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (3.894044%)
		- /	(11111111111111111111111111111111111111
02/05/21		446,095.15	494,097.41
02/05/21		131,906.11	146,099.92
02/05/21		3,663.20	4,057.38
02/05/21		3,356.35	3,717.51
02/05/21		7,323.75	8,111.83
02/18/21		9,027.60	9,985.10
02/25/21		1,316.70	1,455.26
03/02/21		765 <b>,</b> 757.38	845,707.32
03/04/21		3,000.00	3,312.51
03/04/21		41,442.75	45,759.83
03/09/21		3,000.00	3,310.74
03/26/21		3,000.00	3,304.71
04/09/21		18,514.65	20,366.81
04/14/21		8,910.01	9,796.10
04/14/21		915,360.93	1,006,392.08
04/15/21		34,381.25	37,796.36
04/20/21		29,589.95	32,511.72
04/20/21		54,368.00	59,736.40
04/20/21		3,000.00	3,296.23
04/29/21		146.00	160.26
04/29/21		3,000.00	3,293.05
04/29/21		2,460.00	2,700.30
05/06/21		340,719.09	373,721.21
05/07/21 05/07/21		23,280.00 14,838.75	25,532.17 16,274.29
05/07/21		1,165.00	1,277.71
05/07/21		109.50	120.09
05/07/21		1,350.00	1,480.60
05/07/21		3,000.00	3,290.23
05/07/21		119,159.25	130,687.04
05/26/21		3,090.00	3,382.04
05/26/21		7,500.00	8,208.84
05/26/21		5,414.50	5,926.24
06/07/21		29,390.55	32,130.44
06/07/21		4,962.50	5,425.12
06/07/21		3,000.00	3,279.67
06/07/21		582,794.12	637,124.29
06/16/21		3,000.00	3,276.51
06/24/21		750.00	818.43
06/24/21		21,050.00	22,970.49
06/25/21		773.50	843.98
06/25/21		75.00	81.83
06/29/21		13,548.95	14,777.16
07/01/21		-252,600.00	-275,439.20
07/01/21		-2,460.00	-2,682.42
07/09/21		61,391.00	66,884.41
07/16/21		2,150.00	2,340.63

#### Forest Lakes Community Development District (Polk County, Florida) Special Assessment Bonds, Series 2020 (Assessment Area One Project) Acquisition and Construction Fund

# ARBITRAGE REBATE CALCULATION DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (3.894044%)
07/20/21 07/23/21 07/23/21 08/05/21 08/30/21 08/30/21 09/02/21 09/03/21 09/27/21 09/27/21 09/27/21 09/30/21	AC Balance	1,840.00 1,367.50 458.00 3,468.75 34.00 134,450.32 187,274.51 20,240.00 364.00 387,725.37 88,105.00 46,597.97	2,002.29 1,487.63 498.24 3,768.63 36.84 145,683.12 202,877.10 21,923.93 393.27 418,904.90 95,190.10 50,329.04
09/30/21	AC Accrual	0.23	0.25
09/29/23	TOTALS:	185.56	-133,857.31

ISSUE DATE: 09/29/20 REBATABLE ARBITRAGE: -133,857.31 COMP DATE: 09/29/23 NET INCOME: 185.56 BOND YIELD: 3.894044% TAX INV YIELD: 0.005925%

# Forest Lakes Community Development District (Polk County, Florida) Special Assessment Bonds, Series 2020 (Assessment Area One Project) Capitalized Interest Fund

# ARBITRAGE REBATE CALCULATION DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @BOND YIELD OF (3.894044%)
09/29/20	Beg Bal	-198,264.17	-222,582.75
10/02/20		0.07	0.08
11/03/20		1.01	1.13
12/02/20		0.98	1.09
01/05/21		1.01	1.12
02/02/21		1.01	1.12
03/02/21		0.91	1.01
04/02/21		1.01	1.11
05/03/21		198,264.17	217,537.98
05/04/21		-0.01	-0.01
05/04/21		0.98	1.08
06/02/21		0.07	0.08
09/30/21	CI Balance	0.01	0.01
09/29/23	TOTALS:	7.05	-5,036.95

ISSUE DATE: 09/29/20 REBATABLE ARBITRAGE: -5,036.95
COMP DATE: 09/29/23 NET INCOME: 7.05
BOND YIELD: 3.894044% TAX INV YIELD: 0.005982%

# Forest Lakes Community Development District (Polk County, Florida) Special Assessment Bonds, Series 2020 (Assessment Area One Project) Cost of Issuance Fund

# ARBITRAGE REBATE CALCULATION DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (3.894044%)
09/29/20 09/29/20	Beg Bal	-182,675.00 182,675.00	-205,081.45 205,081.45
09/29/23	TOTALS:	0.00	0.00
ISSUE DATE COMP DATE: BOND YIELD	09/29/23	REBATABLE ARBITRAGE: NET INCOME: TAX INV YIELD:	0.00 0.00 0.00000%

# Forest Lakes Community Development District (Polk County, Florida) Special Assessment Bonds, Series 2020 (Assessment Area One Project) Debt Service Reserve Fund

# ARBITRAGE REBATE CALCULATION DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (3.894044%)
09/29/20	Beg Bal	-505,200.00	-567,166.54
10/02/20		0.17	0.19
11/03/20		2.57	2.87
12/02/20		2.49	2.78
01/05/21		2.58	2.87
02/02/21		2.57	2.85
03/02/21		2.33	2.57
04/02/21		2.57	2.83
05/04/21		2.50	2.74
06/02/21		2.57	2.81
07/01/21		252,600.00	275,439.20
07/02/21		2.49	2.71
08/03/21		1.28	1.39
09/02/21		1.29	1.40
09/30/21	DSRF Balance	252,600.00	272,825.52
09/30/21	DSRF Accrual	1.24	1.34
09/29/23	TOTALS:	26.65	-18,872.47

ISSUE DATE: 09/29/20 REBATABLE ARBITRAGE: -18,872.47 COMP DATE: 09/29/23 NET INCOME: 26.65 BOND YIELD: 3.894044% TAX INV YIELD: 0.006000%

Forest Lakes Community Development District (Polk County, Florida) Special Assessment Bonds, Series 2020 (Assessment Area One Project) Rebate Computation Credit

# ARBITRAGE REBATE CALCULATION DETAIL REPORT

			FUTURE VALUE @
		RECEIPTS	BOND YIELD OF
DATE	DESCRIPTION	(PAYMENTS)	(3.894044%)
09/29/21		-1,780.00	-1,922.73
09/29/23	TOTALS:	-1,780.00	-1,922.73
09/29/23	101AL5:	-1,700.00	-1,922.73

ISSUE DATE: 09/29/20 REBATABLE ARBITRAGE: -1,922.73

COMP DATE: 09/29/23 BOND YIELD: 3.894044%

# **SECTION VIII**

# SECTION A



734 South Combee Road Lakeland, FL 33801

863-668-0494 - Phone 863-668-0495 - Fax

www.floralawn.com

**Forest Lake CDD** 

% Marshall Tindall Governmental Management Services 219 E Livingston St Orlando, FL 32801 **July 27, 2021**Proposal valid for 60 days

We sincerely appreciate the opportunity to propose how Floralawn can help enhance the quality of your landscape. Our proposal includes integrating a custom maintenance plan to meet the needs and demands of your property while considering service expectations and community budget.

We hereby propose the following for your review:

# Landscape Management

Service	Monthly	Yearly
Landscape Maintenance	\$2,625	\$31,500

# Scope of Services

#### **Turf Care**

#### Mowing

Rotary lawn mowers will be used with sufficient power to leave a neat, clean, and uncluttered appearance <u>42 times</u> per calendar year (Floratam) and <u>42 times</u> per calendar year (Bahia) depending on growing season and conditions. It is anticipated that mowing services shall be provided weekly during the growing season <u>April through October</u> and every other week during the non-growing season or as needed <u>November through March</u>.

Bahia lake and pond banks will be mowed <u>24 times per year</u> consistent with <u>3 times per month May through October</u> and <u>1 time per month or as needed November through April</u>.

#### **Trimming**

Turf areas inaccessible to mowers, areas adjacent to buildings, trees, fences, etc. will be controlled by a string trimmer. When string trimming, a continuous cutting height will be maintained to prevent scalping.

#### **Edging**

All turf edges of walks, curbs, and driveways shall be performed every mowing (42 times per year). A soft edge of all bed areas will be performed every other mowing (21 times per year). A power edger will be used for this purpose. A string trimmer may be used only in areas not accessible to a power edger.

### Tree, Shrub, and Groundcover Care

#### **Pruning**

All shrubs and trees (up to 10 feet) shall be pruned and shaped a maximum of 10 times per year to ensure the following:

- 1. Maintain all sidewalks to eliminate any overhanging branches or foliage which obstructs and/or hinders pedestrian or motor traffic.
- 2. Retain the individual plant's natural form and prune to eliminate branches which are rubbing against walls and roofs.
- 3. The removal of dead, diseased, or injured branches and palms will be performed as needed
- 4. Ground covers and vines can maintain a neat and uniform appearance.

#### Weeding

Weeds will be removed from all plant, tree, and flower beds <u>18 times</u> per year. This incorporates <u>2 times</u> per month during the growing season and <u>1 time</u> per month during the non-growing season on an as-needed basis. Manual hand pulling and chemical herbicides will be used as control methods.

# **Irrigation**

#### Overview

At the commencement of the contract, we will perform a complete irrigation evaluation and furnish the customer with a summary of each clock and zone operation. FloraLawn will submit recommendations for all necessary repairs and improvements to the system with an itemized cost for completing the proposed work. FloraLawn is not responsible for turf or plant loss due to water restrictions set by city, county, and/or water management district ordinances.

#### Inspections

All irrigation zones shall be inspected <u>1 time</u> per month to insure proper operation. All zones will be turned on to check for proper coverage and any broken irrigation components. Management shall receive a monitoring report after each monthly irrigation inspection.

#### Repairs

Any repairs that have been caused by FloraLawn will be repaired at no cost. All repairs to the irrigation system other than those caused by FloraLawn will be performed on a time and materials basis with the hourly labor rate being **§60.00 per hour**. Faults and failures of the irrigation system communicated to Floralawn will be addressed in a fair and responsible time period, but FloraLawn cannot guarantee a specific time response.

#### Miscellaneous

#### Clean-Up

All non-turf areas will be cleaned with a backpack or street blower to remove debris created by the landscaping process. All trash shall be picked up throughout the common areas before each mowing 42 times per year. Construction debris or similar trash is not included. Trash shall be disposed of offsite.

#### **Optional Items & Additional Services**

- 1. Landscape design & installation
- 2. Sodding and/or Seeding
- 3. Annual flower bed design & installation
- 4. Mulching
- 5. Thin & prune trees over 10' in height
- 6. Prune Palms over 15' of clear trunk
- 7. New plant installation
- 8. Leaf clean-up
- 9. Pump Maintenance
- 10. Pump repair & installation

# SECTION B



# LANDSCAPE MANAGEMENT PROPOSAL

Prepared For:

Forest Lake CDD
Davenport, FL

**Forest Lake CDD** 

Government Management Services 219 East Livingston Street Orlando, FL 32801

Attn: Marshall Tindall

Assistant Field Manager

**Subject:** Landscape Management Proposal

OmegaScapes, Inc sincerely appreciates the opportunity to present this proposal for landscape maintenance services at Forest Lake CDD.

OmegaScapes is a premier full-service provider of commercial grounds maintenance services in the Central Florida area. As a respected local industry professional, we have the good fortune of providing our services for some very prestigious customers in a variety of markets. It would be our pleasure to serve you as well.

We truly hope this information affords OmegaScapes your favorable consideration. Please feel free to review the enclosed proposal package and contact me should you have any questions, require additional information, or would like to schedule a meeting to review our submittal in more detail.

Our team of professionals are ready to begin our partnership with you and to exceed your expectations. The entire OmegaScapes team is looking forward to working with you.

Sincerely,

**Dan Bond** 

Business Development Manager



#### Who are we?

Omegascapes, Inc. is a full service, commercial landscape management company headquartered in Orlando, FL. We currently service all of Central Florida and are working our way into the Daytona, Ocala, and Tampa markets. Our services include landscape maintenance, irrigation services, fertilization and pest control, arbor care, and landscape improvements. Our focus is on properties with extensive landscapes that require a high level of detail and attention. Our promise is proactive landscape management with the highest level of customer service in the industry at the best value.

#### Where did we come from?

Our entire management team and ownership have all worked for the largest companies in our industry, and we feel that Omegascapes has blended the best qualities of a large operation with the benefits of a smaller, family-owned business. It is becoming more and more evident that "bigger" isn't necessarily better in a landscape maintenance company. What really matters is "are you big enough". Our sister company, Lake Conway Landscaping, specializes in large scale commercial landscape development which is a nice compliment to Omegascapes' ability to manage those same types of landscapes. With both companies available to you, we have plenty of resources and "muscle" for whatever your needs may be.

#### What makes Omegascapes different?

The biggest difference is simple: *We do what we promise... and we manage ourselves*. Seems too simple, right? Well, what we have discovered by listening to prospective clients for the last five years is that this concept is sorely lacking in the industry. To be successful at this puts a lot of responsibility on us, though. It is much easier to over promise to make a sale... and then under deliver while having lots of excuses. I'm sure many of you have experienced this with other contractors. If we deal with the reality of the challenges and create and execute a plan of success based on achievable goals, we now become your partner and not just another contractor. Why? Because we have helped you and your property achieve the curb appeal that everyone said they could provide but didn't.

#### Why should you choose us?

The short answer is... because you are tired of the empty promises and failed executions. Omegascapes is fully committed to raising the bar in our industry one client at a time, one property at a time. We refuse to under bid a property like many of our competitors do just to close a sale. To properly manage a landscape on any given property takes the man-hours it takes *every single visit*. No company can magically do this consistently for less hours with a smaller crew at a cheaper price. We will dedicate the staff, equipment, and resources to your property to meet the expectations that were agreed upon. We will offer you proactive solutions, and a plan to get it done, and you won't have to chase us down and beg us to do it. If we discover that budgets are not ideal, we will offer the best plan possible that focuses on the priority areas first so your team, guests, and residents can see the improvements. Omegascapes will bring the right vision, the right plan, the right resources, and the right management to be successful.

We are different. We do what we promise. We make landscaping simplified.



Omegascapes, Inc. has reviewed the community, understands the scope of work outlined, and has visited the site to do a full inspection of current conditions. Our approach to the services as described in the scope of services provided is to have an average staff of four service the property each of the 42 requested cycles. We will perform the regular mowing events on all areas during this time, and then detail of the shrub beds. Our team will be policing the entire property each service as well to inspect all areas.

In addition, we will have an irrigation technician on-site once per month to inspect the system as specified. Incidental repairs will be made during this time, while larger repairs will be estimated, approved, and scheduled to be completed within the timeframe. Fertilization and Pest Control services will be handled with monthly visits and applications to fulfil the specifications of the community. Reports for both services will be provided to the management staff as required.

The overall approach taken by Omegascapes is focused on a level of quality that will ensure the landscape is consistently healthy and aesthetic.

#### **Exclusions**

Omegascapes is excluding "maintenance of hardscape – flatwork, columns, fences, and monuments" except for regular inspections, removal of debris created from our landscape services, and management of crack weeds. All other routine, structural, and chemical maintenance of these to be done by others. Omegascapes is also excluding all hardwood tree trimming above 10'

#### **Approach to Pruning**

Omegascapes uses best management practices for all pruning. For shrubs, we will round edges as specified in scope. For palms, we will trim at 10 and 2 o'clock as specified. Tree trimming will be performed as specified as well. Ornamental grasses will be cut back each year in early spring.

#### Approach to Pest, Weed, and Disease

Control Turf and shrub applications will be on a rotating bi-monthly basis. This means we will be onsite each month inspecting the entire landscape and applying scheduled services. If we identify other issues, they will be addressed while on-site. This is a high level of attention we feel the property is currently lacking. Herbicide in turf and shrub beds will be applied on regular intervals to promote minimal weed presence.



#### Approach to Maintenance of Hardscape

As mentioned above, Omegascapes is excluding all "maintenance of hardscape – flatwork, columns, fences, and monuments" beyond regular inspections, removal of debris created from our landscape services, and management of crack weeds. Structural and chemical maintenance of these to be done by others.

#### **Irrigation System**

Omegascapes will work closely with the Property Manager, carefully following the scope specified in the RFP. We have included one day each month for inspections of the irrigation system. Upon our initial property audit, and continuing each inspection, we will submit a written report clearly communicating the status and any concerns we have with the system, as well as a plan to correct if needed.

#### **Staff Levels**

An average of a 4-man crew for 42 visits per year for mowing and detail services, once per month irrigation tech, monthly pest control and fert applicator cycles. Dedicated Account Manager available as needed in addition to regular managing of crew and support staff. Office management and administrative staff available as needed. Owner of company available as needed. Furthermore, our sister company Lake Conway Landscaping and all its staff, equipment, and resources are available as needed as well.



## **Key OmegaScapes Personnel**



**Kevin Carmean** is the owner of OmegaScapes and Lake Conway Landscaping. He obtained his bachelor's degree in Business Management from Rochester College, is a Licensed Irrigation Contractor and is FNGLA certified as a Horticultural Professional, Landscape Contractor and Technician. In his 25+ years in the industry, Kevin has been responsible for well over \$250 million in landscape installations. Prior to starting OmegaScapes and LCL, he worked for one of the world's largest landscape companies, successfully managing over 150 employees with an annual revenue exceeding \$30 million. The combination of Kevin's experience, management style and personality have allowed him to put together and maintain the best team of landscape professionals in the industry. Kevin@Omegascapes.com

407-930-6010

**Fallon Jordan** is our Vice President of Human Resources. She has over 17+ years of industry experience and has had the pleasure of working with one of the world's largest landscape companies. She is extremely passionate about our businesses. Fallon has mastered many roles from project engineer, project management to even corporate accounting responsibilities with an annual revenue of \$11 million. She also manages all the accounting and administrative duties within our businesses, as well as assisting with long term planning and directing our safety program. Fallon holds an OSHA 10 certification is FCLT certified and a HR Generalist.

Fallon@OmegaScapes.com

407-730-3026





Jared Berryman is our VP of Operations with 20+ years of industry experience. He has worked on several large projects in the Orlando area. Prior to joining LCL Jared also worked for one of the world's largest landscape companies with annual revenues of \$500 million. He had the opportunity to successfully manage the landscape installations on Reunion Resort & Club of Orlando, totaling over \$12 million, while also working on Bella Collina in Montverde, totaling over \$9.5 million. Jared has a Bachelor of Science degree from the University of Florida in Environmental Horticulture, State of Florida Irrigation Specialty Contractor and Agriculture Best Management Practices certified. He also holds an OSHA 30 certification. Jared prides himself in attention to detail and this effort shows not only in the standards of our crews, but also our responsiveness and the high quality of our projects. He also helps oversee OmegaScapes Maintenance transitions from development

Jared@LakeConwavLandscaping.com

407-516-3547



#### Imagine Landscaping Simplified



Jon Cook is our Irrigation Supervisor for LCL with 10+ years of industry experience. Jon is an expert in large, complex irrigation systems and specializes in 2-wire central control systems. He is a Certified Maxicom operator/technician and an active member of Florida Irrigation Society & Irrigation Association. Jon has a history of effectively managing multiple irrigation crews at once while producing quality irrigation systems. He also oversees OmegaScapes Irrigation Technicians.

Jon@LakeConwayLandscaping.com

407-383-7904

Chris Arnold Chris Arnold is our Operations Manager with 20+ years in the industry. Prior to joining OmegaScapes, Chris worked for one of the largest landscape companies and was responsible for overseeing \$5 million in revenue on multiple sites. Chris managed very large projects, including Reunion Resort, Marriott, and Marriott timeshares resorts. Chris holds certifications with FNGLA, and a certification in BMP. Chris prides himself in leading his crews to provide the best customer satisfaction, attention to detail, and going above and beyond clients expectations for the properties.

Chris@OmegaScapes.com

407-883-5191





**Dan Bond** is a Business Development Manager at OmegaScapes. He handles estimating and proposal development for our company. Dan possesses all the necessary skills and abilities at building relationships to help our growth effort in the Central Florida market and beyond through exceptional prospecting and business development.

Dan@Omegascapes.com

407-448-7341





Jeff Reese is an account manager with over 15 years' experience in landscape maintenance and irrigation. Before joining OmegaScapes, Jeff served as the main point of contact for landscape and property improvements for one of the largest residential communities in Windermere. There he managed daily field operations, maximized work within budget, safety, quality guideline, and served as the primary interface between clients and crew. Jeff has degrees in management and marketing from the University of South Florida and is a Florida licensed Pest Control Operator. He is easy going, committed, and level-headed with a dry sense of humor. Jeff prides himself on being detail oriented and producing quality results and has a great capacity to do tedious work with precision and accuracy.

Jeff@OmegaScapes.com

407-202-3982

**Shane Bradley** is account manager with 20 years of experience. Before joining OmegaScapes, Shane oversaw several large commercial properties as well as several large resorts. Shane has a background in lawn and ornamental care, as well as irrigation. Shane has an eye for detail and provides quality, friendly customer service.

Shane@OmegaScapes.com

407-963-6598





#### **Communication Simplified**

One way that Omegascapes, Inc offers you Landscaping Simplified is by funneling all communications through one point of contact. We empower our account manager with the authority to make decisions and offer solutions to your general manager and board of directors. Even if residents in your community would like a direct line of communication with our staff, we can accommodate:

YourCommunity@OmegaScapes.com



# Equipment To Be Used During Services



Ford Crew Cab Work Truck



**Two-Cycle Machines** 



**Backpack Sprayers** 



60" Mower



Commercial Spray Rig







# Omegascapes Team Members and Labor Approach



- Highly visible safety vest with logo and PPE
- Professional appearance
- Minimum one crew member fluent in English
- Property will be serviced with an average of a 4-man crew each cycle, mowing entire property and detailing sections.
- 42 mowing cycles, 12 detail cycles
- High profile areas such as parks and entryways inspected more frequently.



# Sample Monthly Irrigation Report

JOB NUMBER:

Program A (current): M T W T F S S		-	B (curren				-		it): M T W	
Program A (adjust): MTWTFSS Program A Start time:			B (adjust B Start tii						): M T W T me:	
Zone Number										
Sprays/Rotors										
Run Times										
Straighten Heads				8				1		
ARC/Radius Adj						-		1 3		
Partial Clog	0									
Broken Head			(S)				- Contract			
Rotor Not Rotating	Ů.	100		A	NAME OF STREET	- 6				
Leaking Head			THE REAL PROPERTY.	THE REAL PROPERTY.	MI	2	-			
Broken Pipe	Ţ,		5	D		-	THE RESERVE			
Broken riser	Ú,		13		No. of Lot, House, etc., in such such such such such such such such					
Severe Clog										
Broken Nozzle										
ncorrect Nozzle										
4" to 6" Spray/Rotor	3									
5" to 12" Spray/Rotor										
Add 12" to Riser	-			8						
Raise Heads in Shrubs				1 3						
Raise Heads in Turf										
Relocate Heads	Ü									
Add Heads										
Valve Not Operating										
Maint. Damage						Ĭ.				
Other										



# Sample Monthly Pest Control and Fertilization Report



#### 28th Street, Orlando, FL 32805 (407) 930-6010 info@OmegaScapes.com

Date:		Job Nun	nber:		
Material to be Treated: _					
Time Arrival:	am/pm Ti	me Departure:	am/	pm Total	Γime:
Weeds or pest to be Treat	ted:	5.74			
	Tre	eatment Informa	ation		
Chemicals	EPA Reg. #	Rate/100 gal	Rate/1000 sq. ft.	Units	Total Used
	(5)	MP			
Method of Control: JD9 Area Treated (sq. ft.)	Lawn Gun Wa	nd Backpack	TurfCoVorte		
Area Treated (sq. ft.) Technician notes and Ser		_ Weather/Temp	erature		
Spray Operator:			Identif	ication #:	
Customer :					



# Sample Property Evaluation Report

**Property Evaluation** 

Job Name:			Date:		
Manager:		ŝ			
Overall Appearance	А	В	C	D	F
A. Turf Condition					
) Grass cut at proper height					
2) Sprayed/trimmed around signs, poles, etc.					
3) Weed Control					
1) Edged					
S) Bare areas					
6) Disease or insect present			-		
B. Plant Material	NAME OF BRIDE	PL	EI		
1) Pruned Properly	IN IN	A 800	-		
2) Beds weeded or sprayed	AM	THE PERSON NAMED IN			
3) Beds edged	The second second				
Disease or insect presents					
5) Debris	EL COCOCE				
5) Dead or missing plant material					
C. Sidewalks, Driveways or Parking lots					
1) Blown					
2) Dead or missing plant material					
3) Weed control					
D. Annual beds					
) General Appearance					
2) dead or missing plant material					
3) Weed control					
Comments:					
Completed by:		Manager:			



## Exhibit "A"

## Pricing Summary for

## Forest Lake CDD, Davenport FL

#### **Core Services:**

Grounds Maintenance:	\$ 36,576 per year	\$ 3,048 per month
Irrigation Maintenance:	\$ 3,528 per year	\$ 294 per month
Fertilization & Pest:	\$ 5,496 per year	\$ 458 per month

#### **Additional Services:**

Mulch Installed: \$45.00 per cubic yard



<sup>\*\*</sup>All new areas/landscape materials turned over will be added as addendums to the contract\*\*

# Exhibit "B"

# Frequency Breakdown for Forest Lake CDD, Davenport FL

FUNCTION	J	F	M	A	M	J	J	A	S	0	N	D	TOTAL
MOWING (High Profile areas)	2	2	3	4	4	5	4	5	4	4	3	2	42
MOWING (Ponds/Fields)	2	2	3	4	4	5	4	5	4	4	3	2	42
DOG STATIONS	2	2	3	4	4	5	4	5	4	4	3	2	N/A
HARD EDGING	2	2	3	4	4	5	4	5	4	4	3	2	42
BED EDGING	2	2	3	4	4	5	4	5	4	4	3	2	42
AIR BLOWING	2	2	3	4	4	5	4	5	4	4	3	2	42
WEED EAT/LINE TRIM	2	2	3	4	4	5	4	5	4	4	3	2	42
SHRUB TRIM	1	1	1	1	1	1	1	1	1	1	1	1	12
SPRAY/PULL WEEDS	1	1	1	1	1	1	1	1	1	1	1	1	12
CRAPE MYRTLE PRUNING	0	1	0	0	0	0	0	0	0	0	0	0	1
SELECTIVE PRUNING up to 10'	0	0	0	0	0	0	0	0	0	0	0	1	1
ARBOR CARE	0	0	0	0	0	0	0	0	1	0	0	0	N/A
ST AUGUSTINE CHEM/FERT	1	0	1	0	1	0	1	0	1	0	1	0	6
SHRUB CHEM/FERT	0	1	0	1	0	1	0	1	0	1	0	1	6
ANNUALS	0	0	1	0	0	1	0	0	1	0	0	1	N/A
IRRIGATION CHECK	1	1	1	1	1	1	1	1	1	1	1	1	12
MULCH	0	0	0	0	0	0	0	0	0	0	1	0	N/A



## **CORPORATE INFORMATION**

#### OmegaScapes, Inc.

**Physical Location:** 

4954 N. Apopka Vineland Road Orlando, FL 32805

Office: (407)930-6010 -

www.OmegaScapes.com

**Incorporation:** Florida - May 2015

FEIN: 47-4138224

#### **License / Certification**

- FNGLA Certified Landscape Contractor
- Irrigation Certification
- Lawn and Ornamental Pest Control
- Applicable city and county occupational licenses.

#### **Insurance**

- General Liability \$2,000,000 each occurrence
- Umbrella \$4,000,000
- Auto \$1,000,000
- Workers Compensation \$1,000,000 (Certificate of Insurance available upon request)



# LENNAR

September 19th, 2019

May Afroze Lennar Homes 2300 Maitland Center Parkway, Suite 320 Maitland, FL 32751

To Whom It May Concern:

It is with much pleasure that I am writing this letter to recommend the services offered by Omegascapes.

Since July of 2019, we have utilized Omegascapes to provide lawn care / maintenance for over 15 of our communities throughout the Orlando area and have been extremely happy with all services provided. All associates exude professionalism & care with every interaction and have been able to handle any task / urgent need that arises. The Omegascapes Team has always been quick with communication and response. I am consistently thankful to the team for their civilities & dependable efforts.

I am happy to recommend the services of Omegascapes. If you have any questions, please feel free to contact me.

Respectfully,

May Afroze



To whom it may concern:

March 20, 2019

Please accept this as my letter of reference for Omegascapes, Inc. We partner with them at our USTA National Tennis Center campus in Lake Nona. With 100 tennis courts spread across 64 magnificent acres, the USTA National Campus offers unparalleled playing, training and educational experiences for recreational players, competitive players, coaches and spectators from around the world. Omegascapes is our full-service landscape provider handling all mowing, trimming, pest control, fertilization, irrigation, arbor care, and mulching services. They have a 52-week full-time staff of 2-4 employees on site depending on the season and scheduled events. James Brown is the Manager of our account, handling all communications, scheduling, and project executions. USTA National Tennis Center and Omegascapes work very well together and I give my personal recommendation that they be considered by your organization for any landscape needs you may have.

ofice and c. Care

Richard C. Coiro Senior Director, Finance Coiro@USTA.com 914-233-4864

USTA National Campus, Community Tennis, Player Development 10000 USTA Blvd. Orlando, FL 32827



#### **Current Project Reference**



USTA National Campus 10000 USTA Blvd. Orlando, FL 32827

Services Provided: Landscape Maintenance, Irrigation Maintenance, Pest and Fertilization, Burmuda Turf Care, Palm Pruning, Mulch, Landscape Enhancements

Our team of 3 report directly to the USTA National campus and handle all primary landscape maintenance services on the 64 acre site with support from our specialized teams as needed. This property contains just over 3 acres of Bermuda turf requiring twice per week mowings, six acres of Zoysia turf, ten acres of Bahia, and 105k square feet of shrub beds. USTA National Campus requires a diligent plan and strategic approach to meet the very high expectations. Frequent events and large crowds are also a unique challenge when scheduling services for this property. Thankfully, their staff and our team work well together and meet frequently to plan weeks in advance to ensure success.











#### Current Project Reference



Storey Park Lake Nona 10914 History Ave. Orlando, FL 32832 May Afroze Alan Scheerer Lennar Storey Park Orlando Division Field Operation Manager (407) 538-4673 (407) 398-2890

Services Provided: Landscape Maintenance, Irrigation Maintenance, Pest and Fertilization, Entire CDD, All Models/Inventory Homes, and all amenities.

Storey Park at Lake Nona is the newest neighborhood in the Lake Nona area. It is a master planned community that is inspired and designed based on five pillars: Community, Nature, Health, Story and Home. The community broke ground in 2015 will eventually feature a multi-functional green space for community and private events, Little Free lending libraries, a town center featuring restaurants and retail, an Eco Tower with dramatic views of the community, pedestrian & bike pathways throughout the community, and multiple parks including Wildflower Parks, Hammock Beach, Marshtackie Park, Community Park, Lake Park and Firefly Park.

Amenity Center at Storey Park in Lake Nona Residents will enjoy all these resort style amenities plus have access to all the shopping, dining, and entertainment in Lake Nona. The Storey Park HOA fees include basic cable, local phone, fiber optic high speed internet, common area maintenance, a future planned clubhouse that will include a resort style pool with splash park, fitness center, tennis court and tot lot. See how Storey Park's amenities compare to other Lake Nona area neighborhood amenities.













#### <u>Current Project Reference</u>



Academy Park Apartments 790 Academy Drive Kissimmee, FL 34744

Services Provided: Landscape Maintenance, Irrigation Maintenance, Pest and Fertilization, 25 acres, 14 buildings, all amenities.

Academy Park Apartments offers a luxurious option for those who prefer not to own their own homes but want the benefits of living in such an amazing community. Our sister company, Lake Conway Landscaping, handled the landscape and irrigation installation of this beautiful community. Our team has a weekly walk through meeting to discuss the landscape and create a priority punch list. This level of customer service has secured us several more years of partnership with the management company. Academy Park Apartments is no typical apartment community, and we are honored to be on the team.













#### <u>Current Project Reference</u>



Harbor Chase of Dr Phillips 7233 Della Dr Orlando, FL 32819

Services Provided: Landscape Maintenance, Irrigation Maintenance, Pest and Fertilization, 95,000 sf St Augustine turf, 90,000 sf shrub beds, resort level service.

HarborChase of Dr. Phillips combines the luxurious amenities of a vacation resort with the close-knit camaraderie of a small neighborhood. Conveniently located in the heart of the Dr. Phillips neighborhood in southwest Orange County, HarborChase offers a host of stimulating activities, generous amenities, superior concierge services and customized programs that will enhance your health and happiness. Now that Lake Conway Landscaping has completed the installation of the landscape and irrigation, our team at Omegascapes is on the job to keep it looking beautiful. With a 52-week resort level landscape management plan in place, we have the right approach to consistently meet the demands of such a luxurious property.



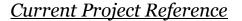












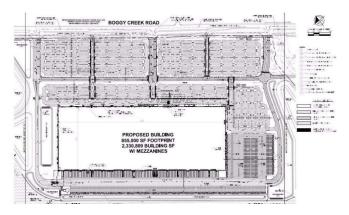


Amazon Fulfilment Center 7469 Kingspointe Pkwy Orlando, FL 32819 Attn: Dan Jackson (407) 496-0163 djckmz@amazon.com

Services Provided: Landscape Maintenance, Irrigation Maintenance, Pest and Fertilization, 130 acre site with sprawling parking lot and massive retention ponds

Amazon fulfillment centers enable e-commerce merchants to outsource warehousing and shipping versus having to own or lease a building. I'm sure we are all familiar with the company and the efficiency it has brought to online buyers around the world. This site is absolutely massive and cannot truly be appreciated from photos. Our sister company, Lake Conway Landscaping, handled the irrigation and landscape installations for this recently completed 130 acre project. There are literally miles and miles of pipe and wires in the ground connecting over 200 landscape islands scattered throughout the parking lots. This site also contains some of the largest retention ponds found on any of our properties. It's worth a site visit sometime!











# SECTION C



## **Lawn Maintenance Service Contract Agreement**

This Lawn Service Contract (this "Contract") is made effective as of <u>October 1, 2021</u>, by and between <u>Forest Lake</u> of <u>Davenport</u> and Prince and Sons Inc., of 200 S F Street, Haines City, Florida 33844.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and agreements contained herein, <u>Forest Lake</u> hires Prince and Sons Inc., and Prince and Sons Inc. agrees to provide Lawn Service to the <u>Forest Lake</u> at the following location <u>Davenport</u> under the terms and conditions hereby agreed upon by the parties:

**1. DESCRIPTION OF SERVICES.** Beginning on <u>October 1, 2021</u>, Prince and Sons Inc., will provide the following services (collectively, the "Services"):

### **A.MOWING OF TURF AREAS:**

Mowing of all turf areas with a total of <u>41</u> visit per year and billed at a monthly. Weed-eating & edging on all hard edges shall be performed during each mowing event. Bed edges will be done once a month, so it does not expand the beds from the original size. St. Augustine grass is to be cut no less than 4", Bahia no less than 3" to foster photosynthesis and strong root development. Blades shall remain sharp always, visible clippings are to be removed to prevent thatch build-up, mower operator will change patterns per service to prevent ruts in turf. Blowing off all hard surfaces shall be performed immediately following each mowing event, clippings are to be kept out of beds and waterways. Trash and small debris on grounds shall be discarded during service.

## **B. BUSHOGGING & POND MOWING:**

All retention ponds shall be maintained at a set price; **19** times annually or by request as needed. Ponds containing drains or obstacles shall be maintained by herbicide and/or weed-eater.

### **C. PRUNING & TRIMMING:**

Palm Tree trimming \$38.00 Per Palm. (Billable)

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

#### D. PLANT BED WEED CONTROL:

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



## E. HORTICULTURAL:

**Shrubs**- Shall be fertilized <u>4</u> times per year with professional products using 100% Poly-Coat. This process ensures year-round feeding of nutrients. All fungus emerging on plants shall be treated and controlled as needed during growing season.

**Turf-** St Augustine Grass shall be fertilized and as prescribed by technician **2** times per year. Management of turf damaging insects and pests such as Chinch Bugs using Arena and will be performed in the month of June. All Fungus in turf grass areas shall be controlled annually and treated as needed during growing season. Prince and Sons Inc. rotates active ingredients in our Fungicides to ensure chemical resistance control.

## F. ANNUALS: SERVICE AVAILABLE UPON REQUEST

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

### G. MULCHING:

<u>TBD</u> cubic yards of "Small Pine-bark" mulch is to be spread at a rate of <u>\$48.00</u> per cubic yard. This service is variable and requires management approval. (**BILLABLE**)

### H. IRRIGATION SYSTEM INSPECTIONS:

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

- **2. INDEPENDENT CONTRACTOR STATUS.** It is understood by the parties that Prince and Sons Inc. is an independent contractor with respect to <u>Forest Lake</u>, and not an employee of <u>Forest Lake</u> will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of Prince and Sons Inc.
- **3. INJURIES.** Prince and Sons Inc. acknowledges Prince and Sons Inc.'s obligation to obtain appropriate insurance coverage for the benefit of Prince and Sons Inc. (and Prince and Sons Inc.'s employees, if any). Prince and Sons Inc. waives any rights to recovery from **Forest Lake** for any injuries that Prince and Sons Inc. (and/or Prince and Sons Inc.'s employees) may sustain while performing services under this Contract and that are a result of the negligence of Prince and Sons Inc. or Prince and Sons Inc.'s employees.
- **4. INDEMNIFICATION.** Prince and Sons Inc. agrees to indemnify and hold harmless <u>Forest Lake</u> expenses, fees including attorney fees, costs, and judgments that may be asserted against <u>Forest Lake</u> that result from the acts or omissions of Prince and Sons Inc., Prince and Sons Inc.'s employees, if any, and Prince and Sons Inc.'s agents.



- **5. PERSONNEL DRESS CODE:** Employees shall wear uniforms or professional attire always. Clothing that expresses obscene language or graphics, degrading or demeaning connotations, is strictly prohibited. Prince and Sons Inc. employees shall wear shirts at all times and shall wear footwear that conforms to safe work practices.
- **6. ACCOUNT MANAGEMENT:** A Prince and Sons Inc. account manager will be assigned to this property. The account manager shall be a direct point of contact between **Forest Lake** and Prince and Sons Inc. We ensure he/she adheres to Best Maintenance Practices and returns all emails and phone calls within a timely professional manner. Each Prince manager has been certified by the Landscape Maintenance Association of Florida through The Department of Agriculture. Each manager continues viable education each year to provide industry leading knowledge and valuable solutions to the customer.
- **7. WARRANTY:** Prince and Sons Inc. offers a full 30 days warranty on all <u>new</u> plant's material installed by Prince under our care and maintenance agreement.
- **8. INSURANCE.** Prince and Sons Inc. will maintain at all times throughout the term of this agreement the following insurance:
  - A. Worker's Compensation Insurance in accordance with the laws of the State of Florida
  - B. Commercial General Liability Insurance covering Prince and Sons Inc., legal liability for bodily injuries, with limits of \$1,000,000 combined single limit bodily injury and property damage liability, and covering at least the following hazards:
    - 1. Independent Contractors Coverage for the bodily injury and property damage in connection with any subcontractor's operation.
  - C. Employer's Liability Coverage with limits of \$1,000,000 per accident or disease.
  - D. Automobile Liability Insurance for bodily injuries in limits of \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of resulting from the operation, maintenance, or use by Prince and Sons Inc. of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.
- **9. ENTIRE AGREEMENT.** This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other contract whether oral or written.
- **10. SEVERABILITY.** If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and



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

- 11. APPLICABLE LAW. This Contract shall be governed by the laws of the State of Florida.
- **12. TERMS:** The term of this agreement shall be for twelve (12) months, commencing on: October 1, 2021, and terminating on: September 30, 2022. The Customer shall notify Prince and Sons Inc. in writing of any unsatisfactory work performance or problems and shall allow Prince and Sons Inc. the opportunity to rectify any said problems in a timely manner, agreed to by both parties. This contract includes a thirty (30) day clause, in which it may be cancelled by either party, with just cause and after providing the other party with a thirty (30) day written notice.
- 13. PAYMENT FOR SERVICES. During the term of this agreement, the customer shall pay Prince and Sons Inc. the sum of: (\$3,386.00) Three Thousand Three Hundred Eighty Six Dollars and Zero Cents per month. As set forth herein on Exhibit A. Payments are due the 1<sup>st</sup> day of each month for that month's service. Payments not received within (30) thirty days may be subject to account being placed on hold until account is up to date.

Annual Total Cost: (\$40,632.00) Forty Thousand Six Hundred Thirty Two Dollars and Zero Cents.



## A. **CONDITIONS:**

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

PRINCE AND SONS INC		CUSTOMER (AUTHORI	ZED SIGNATURE)
Signature	Date	Signature	 Date
Printed Name	Title	Printed Name	Title

## Forest Lake EXIBIT A

Maintenance Base Price	41 Cuts per year	\$ 30,750.00
Retention Pond Mowing	19 Cuts per year	\$ 3,420.00
Irrigation Inspections	12 Times per year	\$ 3,240.00
Horticulture	2 Turf / 4 Shrubs	\$ 3,222.00
	TOTAL ANNUAL COST	\$ 40,632.00
	TOTAL MONTHLY PAYMENT	\$ 3,386.00

## SECTION D



## **ESTIMATE**

# 1

Date: Jun 28, 2021

Payment Terms: N/A

Due Date: N/A

Balance Due: \$5,000.00

## Viking Lawn Care and Irrigation, LLC.

PO Box 1471, Dundee, Florida, 33838

Info@VikingLawnServices.Com

Www.VikingLawnServices.Com

863-325-6662

Bill To:

## **Marshall Tindall**

Assistant Field Manager Governmental Management Services-CFL 219 E. Livingston St Orlando Florida 32801

Item	Quantity	Rate	Amount
Horse Creek	1	\$2,200.00	\$2,200.00
Forest Lake	1	\$2,800.00	\$2,800.00
		Total:	\$5,000.00

#### Notes:

Services include but are not limited to- a weekly service of mowing, weed eating, edging, and blowing all common areas, retention ponds, and CDD designated areas.

#### Terms:

All terms and conditions are valid for a 12 month period with an option for renewal every year.

## SECTION IX

#### **RESOLUTION 2022-01**

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE **FOREST LAKE COMMUNITY DEVELOPMENT** DISTRICT **MAKING FINDINGS**; **CERTAIN** WAIVING PORTION **OF RULE** 1.3(1), **RULES OF PROCEDURE**; REASONABLE **NOTICE OF BOARD PROVIDING FOR MEETINGS**; **PROVIDING** A **SEVERABILITY** CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the District's Board of Supervisors ("Board") holds public meetings, hearings, and workshops (together, "meetings") for the purpose of conducting District business; and

WHEREAS, Section 189.015, Florida Statutes, requires that the District file quarterly, semiannually, or annually a schedule of its regular meetings with the local governing authority or authorities, and publish said notice in accordance with statutory requirements, and such regularly scheduled meetings are required to be listed on the District's website by Section 189.069(2)(a), Florida Statutes; and

WHEREAS, Section 286.011(1), *Florida Statutes*, requires the District to provide reasonable notice of all meetings of its Board; and

WHEREAS, the District previously adopted Rule 1.3(1) of its Rules of Procedure providing, among other things, that "Except in emergencies, or as otherwise required by statute or these Rules, at least seven (7) days, but no more than thirty (30) days public notice shall be given of any public meeting, hearing or workshop of the Board," and that "Public notice shall be given by publication in a newspaper of general circulation in the District and in the county in which the District is located"; and

**WHEREAS**, the Board finds that providing the published notice required by Section 189.015, *Florida Statutes*, together with posting meeting dates, times, and locations on the District's website, constitutes reasonable notice for purposes of Section 286.011(1), *Florida Statutes*; and

WHEREAS, the Board accordingly finds that it is in the District's best interests to waive the requirement of Rule 1.3(1) that published notice of meetings may not be published more than thirty (30) days before the meeting, and to set forth alternative minimum standards for reasonable notice of Board meetings.

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

**SECTION 1. RECITALS.** The above stated recitals are true and correct and are hereby incorporated herein by reference.

**SECTION 2. FINDINGS.** The Board hereby finds providing the published notice required by Section 189.015, *Florida Statutes*, together with posting meeting dates, times, and locations on the District's website, constitutes reasonable notice for purposes of Section 286.011(1), *Florida Statutes*.

**SECTION 3. WAIVER.** The Board hereby waives the provision of Rule 1.3(1) of the District's Rules of Procedure that the required published notice of meetings may not be published more than thirty (30) days before the meeting. Publication of the quarterly, semiannual, or annual meeting notice as required by Section 189.015, *Florida Statutes*, is deemed to satisfy the requirement for published notice in Rule 1.3(1) of the District's Rules of Procedure for those meetings included in the quarterly, semiannual, or annual notice. This Resolution does not supersede any requirements of the Florida Statutes as to additional published notice required for any meeting or hearing of the District.

## SECTION 4. REASONABLE NOTICE.

- A. **Regular meetings.** The District Manager is directed to (a) file quarterly, semiannually, or annually a schedule of its regular meetings with the local governing authority or authorities, and publish said notice in accordance with statutory requirements; (b) post the date, time, and location of all regular meetings on the District's website at least seven (7) days prior to each meeting; and (c) take any other actions as are reasonable under the circumstances to provide notice of meetings.
- B. **Special meetings**. For any meeting not included in the quarterly, semiannual, or annual notice, the District Manager is directed to (a) publish an additional notice at least seven (7) days before said meeting in the manner specified in Rule 1.3(1), and (b) post the date, time, and location on the District's website at least seven (7) days prior to each meeting, and (c) take any other actions as are reasonable under the circumstances to provide notice of meetings.
- C. **Statutorily required notice**. Where the Florida Statutes require published notice of certain meetings or hearings, including but not limited to budget hearings, assessment hearings, rulemaking hearings, and others, the District Manager is directed to strictly comply with such requirements.

**SECTION 5. SEVERABILITY.** If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

**SECTION 6. EFFECTIVE DATE.** This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

## **PASSED AND ADOPTED** this 2nd day of November 2021.

ATTEST:	FOREST LAKE COMMUNITY DEVELOPMENT DISTRICT
Secretary/Assistant Secretary	Chairperson, Board of Supervisors

## SECTION X

## SECTION A

## SECTION 1



#### **MEMORANDUM**

**To:** District Manager, District Engineer

From: District Counsel

Date: August 31, 2021

**Subject:** Wastewater Services and Stormwater Management Needs Analysis

(Chapter 2021-194, Laws of Florida/HB53)

We are writing to inform you of a new law requiring special districts that either own or operate stormwater management systems, stormwater management programs or wastewater services to create a 20-year needs analysis of such system(s). The requirements relating to wastewater services are found in Section 4 of Chapter 2021-194, Laws of Florida, creating Section 403.9301, Florida Statutes, and the requirements relating to stormwater management programs and systems are found in Section 5 of Chapter 2021-194, Laws of Florida, creating Section 403.9302, Florida Statutes (attached hereto for reference).

A brief summary of the new law and its requirements is set forth below. Please feel free to contact us with any questions.

## What is required?

The Office of Economic and Demographic Research ("OEDR") is expected to promulgate additional details about the requirements of the needs analyses. However, certain general requirements are set forth in the new law.

For wastewater services, the needs analysis must include:

- a) A detailed description of the facilities used to provide wastewater services.
- b) The number of current and projected connections and residents served calculated in 5-year increments.
- c) The current and projected service area for wastewater services.
- d) The current and projected cost of providing wastewater services calculated in 5-year increments.
- e) The estimated remaining useful life of each facility or its major components.
- f) The most recent 5-year history of annual contributions to, expenditures from, and balances of any capital account for maintenance or expansion of any facility or its major components.
- g) The local government's plan to fund the maintenance or expansion of any facility or its major components. The plan must include historical and estimated future revenues and expenditures with an evaluation of how the local government expects to close any projected funding gap.

For stormwater management programs and stormwater management systems, the needs analysis must include:

- a) A detailed description of the stormwater management program or stormwater management system and its facilities and projects.
- b) The number of current and projected residents served calculated in 5-year increments.



- c) The current and projected service area for the stormwater management program or stormwater management system.
- d) The current and projected cost of providing services calculated in 5-year increments.
- e) The estimated remaining useful life of each facility or its major components.
- f) The most recent 5-year history of annual contributions to, expenditures from, and balances of any capital account for maintenance or expansion of any facility or its major components.
- g) The local government's plan to fund the maintenance or expansion of any facility or its major components. The plan must include historical and estimated future revenues and expenditures with an evaluation of how the local government expects to close any projected funding gap.

#### When is the deadline?

For both wastewater and stormwater, the first analysis must be created by **June 30, 2022**, and the analysis must be updated every five (5) years thereafter. The needs analysis, along with the methodology and any supporting data necessary to interpret the results, must be submitted to the county in which the largest portion of the service area or stormwater system is located.

#### What steps should districts take?

District engineers and district managers should begin by evaluating what information is already available to the district, and what new information may need to be gathered. Each district should approve a work authorization for their district engineer to create the needs analysis report and should consider proposals for any outside consulting or evaluation that may be necessary, though in most cases we expect this will not be required. In order to provide ample time for completion of the necessary needs analysis reports, we recommend presenting these items for board consideration no later than the first quarter of 2022, or as soon thereafter as is practical. OEDR is anticipated to provide further guidelines for the reporting requirements, none of which we expect to be particularly burdensome, and which will likely include information readily available to districts' engineering and/or environmental professionals. Once we receive further guidance, we will supplement this informational memorandum.

#### CHAPTER 2021-194

## Committee Substitute for Committee Substitute for Committee Substitute for House Bill No. 53

An act relating to public works; amending s. 255.0991, F.S.; revising a prohibition relating to any solicitation for construction services paid for with state appropriated funds; amending s. 255.0992, F.S.; revising the definition of the term "public works project"; prohibiting the state or any political subdivision that contracts for a public works project from taking specified action against certain persons that are engaged in a public works project or have submitted a bid for such a project; providing applicability; amending s. 403.928, F.S.; requiring the Office of Economic and Demographic Research to include an analysis of certain expenditures in its annual assessment; creating s. 403.9301, F.S.; providing definitions; requiring counties, municipalities, and special districts that provide wastewater services to develop a needs analysis that includes certain information by a specified date; requiring municipalities and special districts to submit such analyses to a certain county; requiring the county to file a compiled document with the coordinator of the Office of Economic and Demographic Research by a specified date: requiring the office to evaluate the document and include an analysis in its annual assessment; providing applicability; creating s. 403.9302, F.S.; providing definitions; requiring counties, municipalities, and special districts that provide stormwater management to develop a needs analysis that includes certain information by a specified date: requiring municipalities and special districts to submit such analyses to a certain county; requiring the county to file a compiled document with the Secretary of Environmental Protection and the coordinator of the Office of Economic and Demographic Research by a specified date; requiring the office to evaluate the document and include an analysis in its annual assessment; providing applicability; providing a determination and declaration of important state interest; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Subsection (2) of section 255.0991, Florida Statutes, is amended to read:

 $255.0991\,$  Contracts for construction services; prohibited local government preferences.—

(2) For <u>any</u> a competitive solicitation for construction services <u>paid</u> for <u>with any</u> in which 50 percent or more of the cost will be paid from state-appropriated funds which have been appropriated at the time of the competitive solicitation, a state college, county, municipality, school district, or other political subdivision of the state may not use a local ordinance or regulation <u>to prevent</u> a certified, licensed, or registered contractor,

subcontractor, or material supplier or carrier, from participating in the bidding process that provides a preference based upon:

- (a) The contractor's Maintaining an office or place of business within a particular local jurisdiction;
- (b) The contractor's Hiring employees or subcontractors from within a particular local jurisdiction; or
- (c) The contractor's Prior payment of local taxes, assessments, or duties within a particular local jurisdiction.
- Section 2. Paragraph (b) of subsection (1) and subsections (2) and (3) of section 255.0992, Florida Statutes, are amended to read:
  - 255.0992 Public works projects; prohibited governmental actions.—
  - (1) As used in this section, the term:
- (b) "Public works project" means an activity exceeding \$1 million in value that is of which 50 percent or more of the cost will be paid for with any from state-appropriated funds that were appropriated at the time of the competitive solicitation and which consists of the construction, maintenance, repair, renovation, remodeling, or improvement of a building, road, street, sewer, storm drain, water system, site development, irrigation system, reclamation project, gas or electrical distribution system, gas or electrical substation, or other facility, project, or portion thereof that is owned in whole or in part by any political subdivision.
- (2)(a) Except as required by federal or state law, the state or any political subdivision that contracts for a public works project may not take the following actions:
- (a) Prevent a certified, licensed, or registered contractor, subcontractor, or material supplier or carrier, from participating in the bidding process based on the geographic location of the company headquarters or offices of the contractor, subcontractor, or material supplier or carrier submitting a bid on a public works project or the residences of employees of such contractor, subcontractor, or material supplier or carrier.
- (b) Require that a contractor, subcontractor, or material supplier or carrier engaged in a public works such project:
- 1. Pay employees a predetermined amount of wages or prescribe any wage rate;
- 2. Provide employees a specified type, amount, or rate of employee benefits;
  - 3. Control, limit, or expand staffing; or

- 4. Recruit, train, or hire employees from a designated, restricted, or single source.
- (c)(b) The state or any political subdivision that contracts for a public works project may not Prohibit any contractor, subcontractor, or material supplier or carrier able to perform such work that who is qualified, licensed, or certified as required by state or local law to perform such work from receiving information about public works opportunities or from submitting a bid on the public works project. This paragraph does not apply to vendors listed under ss. 287.133 and 287.134.
  - (3) This section does not apply to the following:
  - (a) Contracts executed under chapter 337.
- (b) A use authorized by s. 212.055(1) which is approved by a majority vote of the electorate of the county or by a charter amendment approved by a majority vote of the electorate of the county.
- Section 3. Paragraph (e) is added to subsection (1) of section 403.928, Florida Statutes, to read:
- 403.928 Assessment of water resources and conservation lands.—The Office of Economic and Demographic Research shall conduct an annual assessment of Florida's water resources and conservation lands.
- (1) WATER RESOURCES.—The assessment must include all of the following:
- (e) Beginning with the assessment due January 1, 2022, an analysis of the expenditures necessary to repair, replace, and expand water-related infrastructure. As part of this analysis, the office shall periodically survey public and private utilities.
  - Section 4. Section 403.9301, Florida Statutes, is created to read:
  - 403.9301 Wastewater services projections.—
- (1) The Legislature intends for each county, municipality, or special district providing wastewater services to create a 20-year needs analysis.
  - (2) As used in this section, the term:
- (a) "Domestic wastewater" has the same meaning as provided in s. 367.021.
- (b) "Facility" means any equipment, structure, or other property, including sewerage systems and treatment works, used to provide wastewater services.
- (c) "Treatment works" has the same meaning as provided in s. 403.031(11).

- (d) "Wastewater services" means service to a sewerage system, as defined in s. 403.031(9), or service to domestic wastewater treatment works.
- (3) By June 30, 2022, and every 5 years thereafter, each county, municipality, or special district providing wastewater services shall develop a needs analysis for its jurisdiction over the subsequent 20 years. In projecting such needs, each local government shall include the following:
- (a) A detailed description of the facilities used to provide wastewater services.
- (b) The number of current and projected connections and residents served calculated in 5-year increments.
  - (c) The current and projected service area for wastewater services.
- (d) The current and projected cost of providing wastewater services calculated in 5-year increments.
- (e) The estimated remaining useful life of each facility or its major components.
- (f) The most recent 5-year history of annual contributions to, expenditures from, and balances of any capital account for maintenance or expansion of any facility or its major components.
- (g) The local government's plan to fund the maintenance or expansion of any facility or its major components. The plan must include historical and estimated future revenues and expenditures with an evaluation of how the local government expects to close any projected funding gap.
- (4) Upon completing the requirements of subsection (3), each municipality or special district shall submit its needs analysis, as well as the methodology and any supporting data necessary to interpret the results, to the county within which the largest portion of its service area is located. Each county shall compile all analyses submitted to it under this subsection into a single document and include its own analysis in the document. The county shall file the compiled document with the coordinator of the Office of Economic and Demographic Research no later than July 31, 2022, and every 5 years thereafter.
- (5) The Office of Economic and Demographic Research shall evaluate the compiled documents from the counties for the purpose of developing a statewide analysis for inclusion in the assessment due January 1, 2023, pursuant to s. 403.928.
- (6) This section applies to a rural area of opportunity as defined in s. 288.0656 unless the requirements of this section would create an undue economic hardship for the county, municipality, or special district in the rural area of opportunity.

- Section 5. Section 403.9302, Florida Statutes, is created to read:
- 403.9302 Stormwater management projections.—
- (1) The Legislature intends for each county, municipality, or special district providing a stormwater management program or stormwater management system to create a 20-year needs analysis.
  - (2) As used in this section, the term:
- (a) "Facility" means any equipment, structure, or other property, including conveyance systems, used or useful in connection with providing a stormwater management program or stormwater management system.
- (b) "Stormwater management program" has the same meaning as provided in s. 403.031(15).
- (c) "Stormwater management system" has the same meaning as provided in s. 403.031(16).
- (3) By June 30, 2022, and every 5 years thereafter, each county, municipality, or special district providing a stormwater management program or stormwater management system shall develop a needs analysis for its jurisdiction over the subsequent 20 years. In projecting such needs, each local government shall include the following:
- (a) A detailed description of the stormwater management program or stormwater management system and its facilities and projects.
- (b) The number of current and projected residents served calculated in 5-year increments.
- (c) The current and projected service area for the stormwater management program or stormwater management system.
- (d) The current and projected cost of providing services calculated in 5-year increments.
- (e) The estimated remaining useful life of each facility or its major components.
- (f) The most recent 5-year history of annual contributions to, expenditures from, and balances of any capital account for maintenance or expansion of any facility or its major components.
- (g) The local government's plan to fund the maintenance or expansion of any facility or its major components. The plan must include historical and estimated future revenues and expenditures with an evaluation of how the local government expects to close any projected funding gap.
- (4) Upon completing the requirements of subsection (3), each municipality or special district shall submit its needs analysis, as well as the

methodology and any supporting data necessary to interpret the results, to the county within which the largest portion of its stormwater management program or stormwater management system is located. Each county shall compile all analyses submitted to it under this subsection into a single document and include its own analysis in the document. The county shall file the compiled document with the Secretary of Environmental Protection and the coordinator of the Office of Economic and Demographic Research no later than July 31, 2022, and every 5 years thereafter.

- (5) The Office of Economic and Demographic Research shall evaluate the compiled documents from the counties for the purpose of developing a statewide analysis for inclusion in the assessment due January 1, 2023, pursuant to s. 403.928.
- (6) This section applies to a rural area of opportunity as defined in s. 288.0656 unless the requirements of this section would create an undue economic hardship for the county, municipality, or special district in the rural area of opportunity.
- Section 6. <u>The Legislature determines and declares that this act fulfills an important state interest.</u>

Section 7. This act shall take effect July 1, 2021.

Approved by the Governor June 29, 2021.

Filed in Office Secretary of State June 29, 2021.

# SECTION C

## SECTION 1

## Forest Lake Community Development District

## Summary of Checks

July 27, 2021 to October 25, 2021

Bank	Date	Check No.'s	Amount		
General Fund	8/6/21	84	\$	122.00	
	8/18/21	85 - 91	\$	5,073.46	
	8/23/21	92	\$	1,514.04	
	9/7/21	93 - 94	\$	2,351.95	
	9/8/21	95	\$	289.49	
	9/14/21	96 - 97	\$	6,399.18	
	9/22/21	98 - 99	\$	977.12	
	9/28/21	100 - 101	\$	10,175.00	
	10/12/21	102 - 105	\$	9,438.76	
	10/20/21	106 - 108	\$	5,213.60	
			\$	41,554.60	
			\$	41,554.60	

AP300R YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 10/25/21 PAGE 1
\*\*\* CHECK DATES 07/27/2021 - 10/25/2021 \*\*\* FOREST LAKE CDD

*** CHECK DATES	07/27/2021 - 10/25/2021 *** F	'OREST LAKE CDD BANK A GENERAL FUND			
CHECK VEND# DATE	INVOICEEXPENSED TO DATE INVOICE YRMO DPT ACCT#	VENDOR NAME SUB SUBCLASS	STATUS	AMOUNT	CHECK AMOUNT #
8/06/21 00002	6/30/21 123997 202106 310-51300- GENERAL COUNSEL JUNE 21	31500	*	122.00	
		HOPPING GREEN & SAMS			122.00 000084
8/18/21 00005	8/03/21 AR080320 202108 310-51300-	-11000	*	200.00	
	SUPERVISOR FEES 8/3/21	ANDREW RHINEHART			200.00 000085
8/18/21 00013	7/29/21 96907 30 202107 320-53800-	43000	*	61.00	
	1084 SUGARWOOD ST 8/03/21 96907 30 202108 320-53800-		*	2.79	
	1084 SUGARWOOD ST	DUKE ENERGY			63.79 000086
8/18/21 00001	8/01/21 25 202108 310-51300-		*	2,916.67	
	MANAGEMENT FEES AUGUST21 8/01/21 25 202108 310-51300-	35200	*	100.00	
	INFORMATION TEC AUGUST21 8/01/21 25 202108 310-51300-		*	416.67	
	DISSEMINATION SVC AUG21 8/01/21 25 202108 310-51300-	51000	*	2.74	
	OFFICE SUPPLIES 8/01/21 25 202108 310-51300-	42000	*	56.79	
	POSTAGE 8/01/21 26 202108 320-53800-	12000	*	625.00	
	FIELD MANAGEMENT AUG21	GOVERNMENTAL MANAGEMENT SERVICES-			4,117.87 000087
8/18/21 00014	8/01/21 80 202107 310-51300-	·	*	91.80	
	GENERAL COUNSEL JULY21	KE LAW GROUP, PLLC			91.80 000088
8/18/21 00006	8/03/21 LS080320 202108 310-51300-	´ -11000		200.00	
	SUPERVISOR FEES 8/3/21				200.00 000089
8/18/21 00003	8/03/21 MC080320 202108 310-51300-			200.00	
	SUPERVISOR FEES 8/3/21				200.00 000090
8/18/21 00007	8/03/21 RH080320 202108 310-51300-	MATTHEW CASSIDY 	 *	200.00	
5, 15, 21 00007	SUPERVISOR FEES 8/3/21				200.00 000091
8/23/21 00015	8/20/21 3984971 202107 310-51300-		<b>*</b>	1,150.00	
-, -, <u>-</u>	NOT OF BUDGET JULY21			,	

AP300R YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 10/25/21
\*\*\* CHECK DATES 07/27/2021 - 10/25/2021 \*\*\* FOREST LAKE CDD

PAGE 2

*** CHECK DATES	S 07/27/2021 - 10/25/2021 *** FOREST LAKE CDD BANK A GENERAL FUND			
CHECK VEND# DATE	INVOICE EXPENSED TO VENDOR NAME DATE INVOICE YRMO DPT ACCT# SUB SUBCLASS	STATUS	AMOUNT	CHECK
	8/20/21 3984971 202107 310-51300-48000	*	364.04	
	NOT OF HEARING JULY21  CA FLORIDA HOLDINGS, LLC			1,514.04 000092
9/07/21 00002	7/31/21 124808 202107 310-51300-31500		771.95	
	GENERAL COUNSEL JULY21  HOPPING GREEN & SAMS			771.95 000093
	8/19/21 4325 202108 320-53800-46200	*	790.00	
	MOW OF COMMON AREAS AUG21 8/20/21 4394 202108 320-53800-46200	*	790.00	
	MOW OF COMMON AREAS AUG21 PRINCE & SONS INC.			1,580.00 000094
9/08/21 00013	8/20/21 15000 45 202108 320-53800-43000		289.49	
	00 HOLLY HILL RD LITE  DUKE ENERGY			289.49 000095
9/14/21 00001	9/01/21 27 202109 310-51300-34000	*	2,916.67	
	MANAGEMENT FEES SEP 21 9/01/21 27 202109 310-51300-35200	*	100.00	
	INFORMATION TEC SEP 21 9/01/21 27 202109 310-51300-31300	*	416.67	
	DISSEMINATION SVC SEP 21 9/01/21 27 202109 310-51300-51000	*	.24	
	OFFICE SUPPLIES			
	9/01/21 27 202109 310-51300-42000 POSTAGE	*	4.08	
	9/01/21 27 202109 310-51300-42500 COPIES	*	4.80	
	9/01/21 28 202109 320-53800-12000 FIELD MANAGEMENT SEP 21	*	625.00	
	GOVERNMENTAL MANAGEMENT SERVICI			4,067.46 000096
9/14/21 00014	9/06/21 177 202108 310-51300-31500 GENERAL COUNSEL AUG 21	*	2,331.72	
	KE LAW GROUP, PLLC			2,331.72 000097
9/22/21 00013	9/02/21 96907 30 202108 320-53800-43000 1084 SUGARWOOD ST	*	65.12	
	9/07/21 70111 09 202108 320-53800-43000 1701 FOREST LAKE DR	*	61.00	
	9/07/21 71946 33 202108 320-53800-43000	*	61.00	
	930 HOLLY HILL RD  DUKE ENERGY			187.12 000098

AP300R YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 10/25/21 PAGE 3
\*\*\* CHECK DATES 07/27/2021 - 10/25/2021 \*\*\* FOREST LAKE CDD FOREST LAKE CDD BANK A GENERAL FUND

				BA	MK A GENERAL I	FUND			
CHECK DATE	VEND#	INVO	DICE INVOICE	EXPENSED TO YRMO DPT ACCT# S	SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT #
9/22/21			ONE TIME	202109 320-53800-4 E MOW OF COMM AREA			*	790.00	
					PRINCE & SON	S INC.			790.00 000099
	80000	9/10/21	14265 FY22 INS	202109 300-15500-1 SURANCE	.0000			5,175.00	
					EGIS INSURAN	CE ADVISORS, LL	C 		5,175.00 000100
9/28/21	00001	9/17/21	29 ASSESSMI	202109 300-15500-1 ENT ROLL - FY22	.0000		*	5,000.00	
					GOVERNMENTAL	MANAGEMENT SER	VICES- 		5,000.00 000101
10/12/21	00009	10/01/21	85503 SPECIAL	202110 310-51300-5 DISTRICT FEE FY22	34000		*	175.00	
					DEPARTMENT O	F ECONOMIC OPPO	RTUNITY 		175.00 000102
10/12/21	00014	10/05/21	384	202109 310-51300-3 COUNSEL SEP 21	31500		*	210.16	
					KE LAW GROUP	, PLLC			210.16 000103
10/12/21	00017	10/11/21	4651873	 202110 300-13100-1 N FEE	.0200		*	5,358.72	
		10/11/21	4651874 1% ADMIN	202110 300-15500-1 N FEE	.0000		*	2,904.88	
					POLK COUNTY	PROPERTY APPRAI	SER 		8,263.60 000104
10/12/21	00016	9/24/21	4616	202109 320-53800-4 E MOW OF COMM AREA	6200		*	790.00	
					PRINCE & SON	S INC.			790.00 000105
10/20/21		10/20/21	4096015	 202109 310-51300-4 BUDGET SEP21			*	330.51	
					CA FLORIDA H	OLDINGS, LLC			330.51 000106
10/20/21	00018	10/15/21	1 3MODEL 7	202110 310-51300-3	31300		*	500.00	
					DISCLOSURE S	ERVICES			500.00 000107
10/20/21	00001	10/01/21	31	 202110 310-51300-3 ENT FEES OCT21	34000		*	3,004.17	
		10/01/21	31	202110 310-51300-3	35100		*	100.00	
		10/01/21	31	ADMIN OCT21 202110 310-51300-3 FION TEC OCT21	35200		*	150.00	
		10/01/21	31	202110 310-51300-3 NATION SVCS OCT21	31300		*	500.00	

AP300R *** CHECK DATES	YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/C 07/27/2021 - 10/25/2021 *** FOREST LAKE CDD BANK A GENERAL FUND	OMPUTER CHECK REGISTER	RUN 10/25/21	PAGE 4
CHECK VEND# DATE	INVOICEEXPENSED TO VENDOR NAME DATE INVOICE YRMO DPT ACCT# SUB SUBCLASS	STATUS	AMOUNT	CHECK AMOUNT #
	10/01/21 31 202110 310-51300-51000	*	.21	
	OFFICE SUPPLIES 10/01/21 31 202110 310-51300-42000	*	3.71	
	POSTAGE 10/01/21 32 202110 320-53800-12000 FIELD MANAGEMENT OCT21	*	625.00	
	GOVERNMENTAL MANAGEMENT	SERVICES-		4,383.09 000108
	TOTAI.	FOR BANK A	41,554.60	
		TOTE BINTE II	11,331.00	
	TOTAL	FOR REGISTER	41,554.60	

# SECTION 2

Community Development District

## **Unaudited Financial Reporting**

September 30, 2021



## **Table of Contents**

Balance Shee		1
	_	
General Fur	_	2
Series 2020 Debt Service Fur	_	3
Series 2020 Capital Projects Fur		4
Month to Mont		5
Long Term Debt Repo		6

## **Community Development District**

## **Combined Balance Sheet**

**September 30, 2021** 

	(	General Fund	Debt Service Fund		Capital Projects Fund		Totals Governmental Fund	
Assets:								
Cash:								
Operating Account	\$	53,653	\$	-	\$	-	\$	53,653
<u>Series 2020</u>								
Reserve	\$	-	\$	252,600	\$	-	\$	252,600
Interest	\$	-	\$	0	\$	-	\$	0
Revenue	\$	-	\$	168,371	\$	-	\$	168,371
Prepayments	\$	-	\$	117,969	\$	-	\$	117,969
Construction	\$	-	\$	-	\$	46,598	\$	46,598
Prepaid Expenses	\$	10,175	\$	-	\$	-	\$	10,175
Total Assets	\$	63,828	\$	538,940	\$	46,598	\$	649,366
Liabilities:								
Accounts Payable	\$	1,331	\$	-	\$	-	\$	1,331
Total Liabilities	\$	1,331	\$	-	\$	-	\$	1,331
Fund Balances:								
Unassigned	\$	62,497	\$	-	\$	-	\$	62,497
Assigned for Debt Service	\$	-	\$	538,940	\$	-	\$	538,940
Assigned for Capital Projects	\$	-	\$	-	\$	46,598	\$	46,598
Total Fund Balances	\$	62,497	\$	538,940	\$	46,598	\$	648,035
Total Liabilities & Fund Balance	\$	63,828	\$	538,940	\$	46,598	\$	649,366

## **Community Development District**

## **General Fund**

## Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending September 30, 2021  $\,$ 

Expenditures:		Adopted	P	rorated Budget		Actual		
Seessments - Lot Closings   S		Budget	T	hru 09/30/21	T	hru 09/30/21	Variance	
Developer Contributions	Revenues							
Developer Contributions								
Total Revenues   S   165,127   S   131,622   S   (33,46)	_			465405		•	•	
Expenditures:	Developer Contributions	\$ 165,127	\$	165,127	\$	40,000	\$ (125,127	
Supervisor Fees	Total Revenues	\$ 165,127	\$	165,127	\$	131,662	\$ (33,465	
Supervisor Fees	Expenditures:							
Engineering \$ 15,000 \$ 15,000 \$ \$ 15,000 Attorney \$ 25,000 \$ 25,000 \$ 8,207 \$ 16,793 Attorney \$ 25,000 \$ 25,000 \$ 8,207 \$ 16,793 Attorney \$ 25,000 \$ 3,000 \$ 4,300 \$ (1,120) Assessment Administration \$ 5,000 \$ 5,000 \$ \$ 5,000 Arbitrage \$ 660 \$ 660 \$ \$ 650 \$ .	General & Administrative:							
Attorney S 25,000 \$ 25,000 \$ 8,207 \$ 16,799; Annual Audit \$ 3,000 \$ 3,000 \$ 4,300 \$ (1,30) Annual Audit \$ 3,000 \$ 3,000 \$ 4,300 \$ (1,30) Annual Audit \$ 3,000 \$ 5,000 \$ 5.000	Supervisor Fees	\$ 12,000	\$	12,000	\$	4,200	\$ 7,800	
Annual Audit \$ 3,000 \$ 3,000 \$ 4,300 \$ [1,30] Assessment Administration \$ 5,000 \$ 5,000 \$ . \$ 5,000 Assessment Administration \$ 5,000 \$ 5,000 \$ . \$ 5,000 Dissemination \$ 5,000 \$ 5,000 \$ 5,000 \$ . \$ 6,000 Trustee Fees \$ 3,550 \$ 3,550 \$ . \$ 3,550 Dissemination \$ 35,000 \$ 5,000 \$ 5,000 \$ (0) Trustee Fees \$ 3,550 \$ 3,550 \$ . \$ 3,550 Information Technology \$ 2,350 \$ 3,550 \$ . \$ 3,550 Information Technology \$ 2,350 \$ 2,350 \$ 1,200 \$ 1,150 Telephone \$ 3,000 \$ 3,000 \$ . \$ 300 Information Technology \$ 2,350 \$ 1,000 \$ 1,000 \$ . \$ 300 Information Technology \$ 1,000 \$ 1,000 \$ . \$ 300 Information Technology \$ 1,000 \$ 1,000 \$ . \$ 97 \$ 91: Insurance \$ 5,000 \$ 5,000 \$ 5,000 \$ . \$ 976 Insurance \$ 5,000 \$ 1,000 \$ . \$ 5,000 \$ 5,000 Information Technology \$ 1,000 \$ 1,000 \$ . \$ 5,000 \$ 5,000 Information Technology \$ 1,000 \$ 1,000 \$ . \$ 5,000 \$ 5,000 Information Technology \$ 1,000 \$ 1,000 \$ . \$ 5,000 \$ 5,000 Information Technology \$ 1,000 \$ 1,000 \$ . \$ 5,000 \$ 5,000 Information Technology \$ 1,000 \$ 1,000 \$ . \$ 5,000 \$ 5,000 Information Technology \$ 1,000 \$ 1,000 \$ . \$ 5,000 \$ 5,000 Information Technology \$ 1,000 \$ 1,000 \$ . \$ 5,000 Information Technology \$ 1,000 \$ . \$ 5,000 \$ . \$ 6,600 Information Technology \$ 1,000 \$ . \$ 5,000 \$ . \$ 6,600 Information Technology \$ 1,000 \$ . \$ 6,600 \$ . \$ 6,600 Information Technology \$ 1,000 \$ . \$ 6,600 \$ . \$ 6,600 Information Technology \$ 1,000 \$ . \$ 6,600 \$ . \$ 6,600 Information Technology \$ 1,000 \$ . \$ 6,600 \$ . \$ 6,600 Information Technology \$ 1,000 \$ . \$ 6,600 \$ . \$ 6,600 Information Technology \$ 1,000 \$ . \$ 6,600 \$ . \$ 6,600 Information Technology \$ 1,000 \$ . \$ 6,600 \$ . \$ 6,600 Information Technology \$ 1,000 \$ . \$ 6,600 \$ . \$ 6,600 Information Technology \$ 1,000 \$ . \$ 6,600 \$ . \$ 6,600 Information Technology \$ 1,000 \$ . \$ 6,600 \$ . \$ 6,600 Information Technology \$ 1,000 \$ . \$ 6,600 \$ . \$ 6,600 \$ . \$ 6,600 Information Technology \$ 1,000 \$ . \$ 6,600 \$ . \$ 6,600 \$ . \$ 6,600 \$ . \$ 6,600 \$ . \$ 6,600 \$ . \$ 6,600 \$ . \$ 6,600 \$ . \$ 6,600 \$ . \$ 6,600 \$ . \$ 6,600 \$ . \$ 6,600 \$ . \$ 6,600 \$ . \$ 6,600 \$ .	Engineering	\$ 15,000	\$	15,000	\$	-	\$ 15,000	
Assessment Administration \$ 5,000 \$ 5,000 \$ \$ 5,000 Arbitrage \$ 650 \$ 650 \$ \$ 651 Dissemination \$ 5,000 \$ 5,000 \$ 5,000 \$ 0.00	Attorney	\$ 25,000	\$	25,000	\$	8,207	\$ 16,793	
Arbitrage \$ 650 \$ 650 \$ .	Annual Audit	\$ 3,000	\$	3,000	\$	4,300	\$ (1,300	
Dissemination \$ 5,000 \$ 5,000 \$ 5,000 \$ (0) Trustee Fees \$ 3,550 \$ 3,550 \$ - \$ 3,550 Trustee Fees \$ 3,550 \$ 3,550 \$ - \$ 3,550 Introduction Technology \$ 3,500 \$ 35,000 \$ (0) Information Technology \$ 2,350 \$ 2,350 \$ 1,200 \$ 1,150 Telephone \$ 300 \$ 3000 \$ - \$ 300 Postage & Delivery \$ 1,000 \$ 1,000 \$ 87 \$ 91: Insurance \$ 5,000 \$ 5,000 \$ 5,000 \$ Printing & Binding \$ 1,000 \$ 1,000 \$ 5,000 \$ Printing & Binding \$ 1,000 \$ 1,000 \$ 5,000 \$ Printing & Binding \$ 1,000 \$ 1,000 \$ 4,450 \$ 5,550 Under Current Charges \$ 5,000 \$ 5,000 \$ 976 \$ 4,020 Office Supplies \$ 625 \$ 625 \$ 19 \$ 600 Travel Per Diem \$ 660 \$ 660 \$ - \$ 600 Unes, Licenses & Subscriptions \$ 175 \$ 175 \$ 175 \$  Total General & Administrative: \$ 130,310 \$ 130,310 \$ 68,672 \$ 61,631  Operations and Maintenance Expenses  Field Management \$ 6,250 \$ 6,250 \$ 1,250 \$ 5,000 Landscape Maintenance \$ 11,650 \$ 11,650 \$ 3,160 \$ 8,490 Landscape Maintenance \$ 11,650 \$ 11,650 \$ 3,160 \$ 8,490 Landscape Replacement \$ 1,042 \$ 1,042 \$ - \$ 1,044 Streetlights \$ 5,250 \$ 5,250 \$ - \$ 5,250 Water & Sewer \$ 417 \$ 417 \$ - \$ 417 Water & Sewer \$ 417 \$ 417 \$ - \$ 417 Sidewalk & Asphalt Maintenance \$ 2,083 \$ 2,08 \$ - \$ 2,083 Contingency \$ 1,042 \$ 1,042 \$ - \$ 1,044  Total Operations and Maintenance Expenses \$ 34,817 \$ 34,817 \$ 5,136 \$ 29,688  Total Operations and Maintenance Expenses \$ 3,4817 \$ 34,817 \$ 5,136 \$ 29,688  Total Operations and Maintenance \$ 1,042 \$ 1,042 \$ - \$ 1,044  Total Operations and Maintenance \$ 2,083 \$ 2,083 \$ - \$ 2,083 Contingency \$ 1,042 \$ 1,042 \$ - \$ 1,044  Total Operations and Maintenance \$ 3,080 \$ 2,083 \$ - \$ 2,083 Contingency \$ 1,042 \$ 1,042 \$ - \$ 1,044  Total Operations and Maintenance Expenses \$ 34,817 \$ 34,817 \$ 5,136 \$ 29,688  Total Expenditures \$ 165,127 \$ 165,127 \$ 73,808 \$ 91,311  Excess Revenues (Expenditures) \$ 5,000 \$ 5,0	Assessment Administration	\$ 5,000	\$	5,000	\$	-	\$ 5,000	
Trustee Fees \$ 3,550 \$ 3,550 \$ \$ 3,550 \$ \$ 3,550 \$ \$ 3,550 \$ \$ 3,550 \$ \$ 3,550 \$ \$ 3,550 \$ \$ 3,550 \$ \$ 3,550 \$ \$ 3,550 \$ \$ 3,550 \$ \$ 3,550 \$ \$ \$ 3,550 \$	Arbitrage	\$ 650	\$	650	\$	-	\$ 650	
Trustee Fees \$ 3,550 \$ 3,550 \$ \$ 3,550 \$ (a)	-	\$ 5,000	\$	5,000	\$	5,000	\$ (0	
Management Fees				ŕ		•	-	
Information Technology \$ 2,350 \$ 2,350 \$ 1,200 \$ 1,150 Telephone \$ 300 \$ 300 \$ - \$ 300 Postage & Delivery \$ 1,000 \$ 1,000 \$ 87 \$ 91: Insurance \$ 5,000 \$ 5,000 \$ 5,000 \$ Printing & Binding \$ 1,000 \$ 1,000 \$ 4,450 \$ 5,550 Other Current Charges \$ 5,000 \$ 5,000 \$ 976 \$ 4,020 Office Supplies \$ 625 \$ 625 \$ 19 \$ 600 Travel Per Diem \$ 660 \$ 660 \$ - \$ 660 Travel Per Diem \$ 660 \$ 660 \$ - \$ 660 Dues, Licenses & Subscriptions \$ 175 \$ 175 \$ 175 \$  Total General & Administrative: \$ 130,310 \$ 130,310 \$ 68,672 \$ 61,631  Operations and Maintenance Expenses  Field Expenses  Fried Expenses  Fried Expenses \$ 5,000 \$ 5,000 \$ - \$ 5,000 Landscape Maintenance & \$ 5,000 \$ 5,000 \$ - \$ 5,000 Landscape Maintenance & \$ 1,650 \$ 11,650 \$ 3,160 \$ 8,491 Landscape Replacement \$ 1,650 \$ 11,650 \$ 3,160 \$ 8,491 Landscape Replacement \$ 1,042 \$ 1,042 \$ - \$ 5,201 Steedulghts \$ 5,250 \$ 5,250 \$ - \$ 5,250 Electric \$ 833 \$ 833 \$ 726 \$ 100 Water & Sewer \$ 417 \$ 417 \$ - \$ 417 Streedlights \$ 5,000 \$ 2,000 \$ - \$ 5,000 Irrigation Repairs \$ 1,042 \$ 1,042 \$ - \$ 1,044 General Repairs & Maintenance \$ 2,083 \$ 2,083 \$ - \$ 2,083 Contingency \$ 1,042 \$ 1,042 \$ - \$ 1,044  Total Operations and Maintenance Expenses  Field Expenses \$ 34,817 \$ 34,817 \$ 5,136 \$ 29,688  Total Expenditures \$ 165,127 \$ 73,808 \$ 91,314  Excess Revenues (Expenditures) \$ - \$ 5,000 \$						35,000		
Telephone \$ 300 \$ 300 \$ - \$ 300 \$ 300 \$ - \$ 300 \$ 9	_					•	-	
Postage & Delivery \$ 1,000 \$ 1,000 \$ 87 \$ 91: Insurance \$ 5,000 \$ 5,000 \$ 5,000 \$ Insurance \$ 5,000 \$ 5,000 \$ 5,000 \$ Insurance \$ 5,000 \$ 5,000 \$ 5,000 \$ Inguity \$ 1,000 \$ 1,000 \$ 5,000 \$ 976 \$ 94: Idegal Advertising \$ 10,000 \$ 1,000 \$ 4,450 \$ 5,555 Ider Current Charges \$ 5,000 \$ 5,000 \$ 976 \$ 4,02: Office Supplies \$ 625 \$ 625 \$ 19 \$ 600 ITravel Per Diem \$ 660 \$ 660 \$ - \$ 661 Inceptual Expension \$ 175 \$ 175 \$ 175 \$ Intel General & Administrative: \$ 130,310 \$ 130,310 \$ 68,672 \$ 61,631 Industry Insurance Expenses  Field Expenses  Property Insurance \$ 5,000 \$ 5,000 \$ - \$ 5,000 Inceptual Expension \$ 11,650 \$ 11,650 \$ 1,250 \$ 5,000 Inceptual Endoscape Maintenance Expenses \$ 1,042 \$ 1,042 \$ 1.042 \$ 1.042 Inceptual Endoscape Replacement \$ 1,042 \$ 1,042 \$ 1.042 Inceptual Endoscape Replacement \$ 1,042 \$ 1,042 \$ 1.042 Inceptual Endoscape Replacement \$ 1,042 \$ 1,042 \$ 1.042 Inceptual Endoscape Replacement \$ 1,042 \$ 1,042 \$ 1.042 Inceptual Endoscape Replacement \$ 1,042 \$ 1,042 \$ 1.042 Inceptual Endoscape Replacement \$ 1,042 \$ 1,042 \$ 1.042 Inceptual Endoscape Replacement \$ 1,042 \$ 1,042 \$ 1.042 Inceptual Endoscape Replacement \$ 1,042 \$ 1,042 \$ 1.042 Inceptual Endoscape Replacement \$ 1,042 \$ 1,042 \$ 1.042 Inceptual Repairs & 1,044 \$ 1,042 \$ 1.042 Inceptual Repairs & 1,044 \$ 1,044 \$ 1.044 Inceptual Repairs & 1,044 Inceptual Repairs & 1,044 Inceptual Repa	G.	,		•		•	*	
Insurance \$ 5,000 \$ 5,000 \$ 5,000 \$ 94.  Printing & Binding \$ 1,000 \$ 1,000 \$ 5,9 \$ 94.  Legal Advertising \$ 10,000 \$ 10,000 \$ 4,450 \$ 5,555  Other Current Charges \$ 5,500 \$ 5,000 \$ 976 \$ 4,022  Office Supplies \$ 6625 \$ 625 \$ 19 \$ 600  Travel Per Diem \$ 660 \$ 660 \$ - \$ 666  Dues, Licenses & Subscriptions \$ 175 \$ 175 \$ 175 \$  Total General & Administrative: \$ 130,310 \$ 130,310 \$ 68,672 \$ 61,631  Operations and Maintenance Expenses  Field Expense  Field Expense  Field Amangement \$ 6,250 \$ 6,250 \$ 1,250 \$ 5,000  Landscape Maintenance \$ 11,650 \$ 11,650 \$ 3,160 \$ 8,491  Landscape Replacement \$ 1,042 \$ 1,042 \$ - \$ 1,042  Streedlights \$ 5,250 \$ 5,250 \$ - \$ 5,251  Electric \$ 833 \$ 833 \$ 726 \$ 10  Water & Sewer \$ 417 \$ 417 \$ - \$ 417  Sidewalk & Asphalt Maintenance \$ 2,083 \$ 2,083 \$ - \$ 2,081  Total Operations and Maintenance Expenses \$ 34,817 \$ 1,042 \$ - \$ 1,042  Total Operations and Maintenance \$ 2,083 \$ 2,083 \$ - \$ 2,083  Total Operations and Maintenance \$ 3,042 \$ - \$ 1,042  Excess Revenues (Expenditures) \$ - \$ 57,854  Fund Balance - Beginning \$ - \$ \$ 57,854	•							
Printing & Binding \$ 1,000 \$ 1,000 \$ 59 \$ 94: Legal Advertising \$ 10,000 \$ 10,000 \$ 4,450 \$ 5,556 Other Current Charges \$ 5,000 \$ 5,000 \$ 976 \$ 4,02- Office Supplies \$ 625 \$ 625 \$ 625 \$ 19 \$ 606 Travel Per Diem \$ 660 \$ 660 \$ - \$ 666 Dues, Licenses & Subscriptions \$ 175 \$ 175 \$ 175 \$  Total General & Administrative: \$ 130,310 \$ 130,310 \$ 68,672 \$ 61,631  Operations and Maintenance Expenses  Field Expenses  Property Insurance \$ 5,000 \$ 5,000 \$ - \$ 5,000 Eled Management \$ 6,250 \$ 6,250 \$ 1,250 \$ 5,000 Landscape Maintenance \$ 11,650 \$ 11,650 \$ 3,160 \$ 8,491 Landscape Replacement \$ 1,042 \$ 1,042 \$ - \$ 1,042 Streetlights \$ 5,250 \$ 5,250 \$ - \$ 5,251 Electric \$ 833 \$ 833 \$ 726 \$ 100 Water & Sewer \$ 417 \$ 417 \$ - \$ 417 Sidewalk & Asphalt Maintenance \$ 208 \$ 208 \$ - \$ 200 Irrigation Repairs & Maintenance \$ 2,083 \$ 2,083 \$ - \$ 2,001 Trigation Repairs & Maintenance \$ 2,083 \$ 2,083 \$ - \$ 2,003 Total Operations and Maintenance Expenses  Total Expenditures \$ 165,127 \$ 73,808 \$ 91,314  Excess Revenues (Expenditures) \$ - \$ 5,000  South of the Company of the	•						913	
Legal Advertising \$ 10,000 \$ 10,000 \$ 4,450 \$ 5,551 Other Current Charges \$ 5,000 \$ 5,000 \$ 976 \$ 4,020 Office Supplies \$ 625 \$ 625 \$ 19 \$ 600 Travel Per Diem \$ 660 \$ 660 \$ - \$ 661 Dues, Licenses & Subscriptions \$ 175 \$ 17						•	0.45	
Other Current Charges \$ 5,000 \$ 5,000 \$ 976 \$ 4,02- Office Supplies \$ 625 \$ 625 \$ 19 \$ 600 Travel Per Diem \$ 660 \$ 660 \$ - \$ 660 Dues, Licenses & Subscriptions \$ 175 \$ 175 \$ 175 \$  Total General & Administrative: \$ 130,310 \$ 130,310 \$ 68,672 \$ 61,631  Operations and Maintenance Expenses  Field Expenses  Property Insurance \$ 5,000 \$ 5,000 \$ - \$ 5,000 Landscape Maintenance \$ 11,650 \$ 12,550 \$ 5,000 Landscape Replacement \$ 11,650 \$ 11,650 \$ 3,160 \$ 8,499  Landscape Replacement \$ 1,042 \$ 1,042 \$ - \$ 1,044  Streetlights \$ 5,250 \$ 5,250 \$ - \$ 5,250  Water & Sewer \$ 417 \$ 417 \$ - \$ 417  Sidewall & Asphalt Maintenance \$ 208 \$ 208 \$ - \$ 208  Irrigation Repairs & Maintenance \$ 2,083 \$ 2,083 \$ - \$ 2,083  Contingency \$ 1,042 \$ 1,042 \$ - \$ 1,044  Total Operations and Maintenance Expenses \$ 34,817 \$ 34,817 \$ 5,136 \$ 29,685  Total Expenditures \$ 165,127 \$ 165,127 \$ 73,808 \$ 91,314  Excess Revenues (Expenditures) \$ - \$ 57,854	7							
Office Supplies       \$ 625       \$ 625       \$ 19       \$ 600         Travel Per Diem       \$ 660       \$ 660       \$ - \$ 660         Dues, Licenses & Subscriptions       \$ 175       \$ 175       \$ 175         Total General & Administrative:       \$ 130,310       \$ 130,310       \$ 68,672       \$ 61,631         Operations and Maintenance Expenses         Field Expenses         Field Management       \$ 5,000       \$ 5,000       \$ - \$ 5,000         Eled Management       \$ 6,250       \$ 6,250       \$ 1,250       \$ 5,000         Landscape Maintenance       \$ 11,650       \$ 11,650       \$ 3,160       \$ 8,490         Landscape Replacement       \$ 1,042       \$ 1,042       \$ - \$ 1,042         Streetlights       \$ 5,250       \$ 5,250       \$ - \$ 5,250         Streetlights       \$ 5,250       \$ 5,250       \$ - \$ 5,250         Electric       \$ 833       \$ 833       \$ 726       \$ 100         Water & Sewer       \$ 417       \$ 417       \$ - \$ 417         Sidewalk & Asphalt Maintenance       \$ 208       \$ 208       \$ - \$ 208         Urrigation Repairs       \$ 1,042       \$ 1,042       \$ - \$ 2,083         General Repairs & Mai						ŕ		
Travel Per Diem \$ 660 \$ 660 \$ - \$ 666 Dues, Licenses & Subscriptions \$ 175 \$ 175 \$ 175 \$  Total General & Administrative: \$ 130,310 \$ 130,310 \$ 68,672 \$ 61,631  Operations and Maintenance Expenses  Field Expenses  Property Insurance \$ 5,000 \$ 5,000 \$ - \$ 5,000 Landscape Maintenance \$ 11,650 \$ 11,650 \$ 3,160 \$ 8,494 Landscape Maintenance \$ 1,042 \$ 1,042 \$ - \$ 1,042 Streedlights \$ 5,250 \$ 5,250 \$ - \$ 5,250 Water & Sewer \$ 417 \$ 417 \$ - \$ 417 Sidewalk & Asphalt Maintenance \$ 2,083 \$ 2,083 \$ - \$ 2,083 Contingency \$ 1,042 \$ 1,042 \$ 1,042 \$ - \$ 1,044  Total Operations and Maintenance Expenses \$ 34,817 \$ 34,817 \$ 5,136 \$ 29,683  Total Expenditures \$ 165,127 \$ 165,127 \$ 73,808 \$ 91,314  Excess Revenues (Expenditures) \$ 5,250 \$ 5,250 \$ 5,250 \$ 5,260  Total Balance - Beginning \$ - \$ 4,643	_	*		5,000		976	*	
Dues, Licenses & Subscriptions   \$ 175	Office Supplies	625		625		19	606	
Total General & Administrative: \$ 130,310 \$ 130,310 \$ 68,672 \$ 61,631	Travel Per Diem	\$ 660	\$	660	\$	-	\$ 660	
Operations and Maintenance Expenses         Field Expenses         Property Insurance       \$ 5,000       \$ 5,000       \$ - \$ 5,000         Field Management       \$ 6,250       \$ 6,250       \$ 1,250       \$ 5,000         Landscape Maintenance       \$ 11,650       \$ 11,650       \$ 3,160       \$ 84,90         Landscape Replacement       \$ 1,042       \$ 1,042       \$ - \$ 1,042         Streetlights       \$ 5,250       \$ 5,250       \$ - \$ 5,250         Streetlights       \$ 5,250       \$ 5,250       \$ - \$ 5,250         Electric       \$ 833       \$ 833       \$ 726       \$ 10         Water & Sewer       \$ 417       \$ 417       \$ - \$ 411         Sidewalk & Asphalt Maintenance       \$ 208       208       \$ - \$ 208         Irrigation Repairs       \$ 1,042       \$ 1,042       \$ - \$ 208         Irrigation Repairs & Maintenance       \$ 2,083       \$ 2,083       \$ - \$ 2,083         Contingency       \$ 1,042       \$ 1,042       \$ - \$ 2,083         Total Operations and Maintenance Expenses       \$ 34,817       \$ 34,817       \$ 5,136       \$ 29,68         Total Expenditures       \$ 165,127       \$ 165,127       \$ 73,808       \$ 91,31         Excess Rev	Dues, Licenses & Subscriptions	\$ 175	\$	175	\$	175	\$	
Field Expenses Property Insurance \$ 5,000 \$ 5,000 \$ - \$ 5,000 Field Management \$ 6,250 \$ 6,250 \$ 1,250 \$ 5,000 Landscape Maintenance \$ 11,650 \$ 11,650 \$ 3,160 \$ 8,490 Landscape Replacement \$ 1,042 \$ 1,042 \$ - \$ 1,042 Streetlights \$ 5,250 \$ 5,250 \$ - \$ 5,250 Electric \$ 833 \$ 833 \$ 726 \$ 100 Water & Sewer \$ 417 \$ 417 \$ - \$ 417 Sidewalk & Asphalt Maintenance \$ 208 \$ 208 \$ - \$ 200 Irrigation Repairs \$ 1,042 \$ 1,042 \$ - \$ 1,042 General Repairs & Maintenance \$ 2,083 \$ 2,083 \$ - \$ 2,083 Contingency \$ 1,042 \$ 1,042 \$ - \$ 1,042  Total Operations and Maintenance Expenses \$ 34,817 \$ 34,817 \$ 5,136 \$ 29,683  Excess Revenues (Expenditures) \$ - \$ \$ 4,643	Total General & Administrative:	\$ 130,310	\$	130,310	\$	68,672	\$ 61,638	
Property Insurance \$ 5,000 \$ 5,000 \$ - \$ 5,000 Field Management \$ 6,250 \$ 6,250 \$ 1,250 \$ 5,000 Landscape Maintenance \$ 11,650 \$ 11,650 \$ 3,160 \$ 8,490 Landscape Replacement \$ 1,042 \$ 1,042 \$ - \$ 1,042 Streetlights \$ 5,250 \$ 5,250 \$ - \$ 5,250 Electric \$ 833 \$ 833 \$ 726 \$ 100 Water & Sewer \$ 417 \$ 417 \$ - \$ 417 \$ 1.042 Streetlights Asphalt Maintenance \$ 208 \$ 208 \$ - \$ 208 Irrigation Repairs \$ 1,042 \$ 1,042 \$ - \$ 1,042 \$ 1.042	Operations and Maintenance Expenses							
Field Management \$ 6,250 \$ 6,250 \$ 1,250 \$ 5,000 Landscape Maintenance \$ 11,650 \$ 11,650 \$ 3,160 \$ 8,490 Landscape Replacement \$ 1,042 \$ 1,042 \$ - \$ 1,042 Streetlights \$ 5,250 \$ 5,250 \$ - \$ 5,250 Electric \$ 833 \$ 833 \$ 726 \$ 100 Water & Sewer \$ 417 \$ 417 \$ - \$ 417 \$ 100 Streetlights \$ 208 \$ 208 \$ - \$ 200 Stringardor Repairs & Maintenance \$ 2,083 \$ 2,083 \$ - \$ 2,083 \$ 1,042 \$ 1,042 \$ - \$ 1,043 \$ 1,044 \$	Field Expenses							
Landscape Maintenance \$ 11,650 \$ 11,650 \$ 3,160 \$ 8,490 Landscape Replacement \$ 1,042 \$ 1,042 \$ - \$ 1,042 \$ 1,042 \$ 5 - \$ 1,042 \$ 1,04	Property Insurance	\$ 5,000	\$	5,000	\$	-	\$ 5,000	
Landscape Replacement       \$ 1,042 \$ 1,042 \$ - \$ 1,042         Streetlights       \$ 5,250 \$ 5,250 \$ - \$ 5,250         Electric       \$ 833 \$ 833 \$ 726 \$ 100         Water & Sewer       \$ 417 \$ 417 \$ - \$ 417         Water & Sewer       \$ 1,042 \$ 208 \$ 208 \$ - \$ 208         Irrigation Repairs       \$ 1,042 \$ 1,042 \$ - \$ 1,042         General Repairs & Maintenance       \$ 2,083 \$ 2,083 \$ - \$ 2,083         Contingency       \$ 1,042 \$ 1,042 \$ - \$ 1,042         Total Operations and Maintenance Expenses       \$ 34,817 \$ 34,817 \$ 5,136 \$ 29,68         Total Expenditures       \$ 165,127 \$ 165,127 \$ 73,808 \$ 91,314         Excess Revenues (Expenditures)       \$ - \$ 4,643	Field Management	\$ 6,250	\$	6,250	\$	1,250	\$ 5,000	
Landscape Replacement       \$ 1,042 \$ 1,042 \$ - \$ 1,042         Streetlights       \$ 5,250 \$ 5,250 \$ - \$ 5,250         Electric       \$ 833 \$ 833 \$ 726 \$ 100         Water & Sewer       \$ 417 \$ 417 \$ - \$ 417         Water & Sewer       \$ 1,042 \$ 208 \$ 208 \$ - \$ 208         Irrigation Repairs       \$ 1,042 \$ 1,042 \$ - \$ 1,042         General Repairs & Maintenance       \$ 2,083 \$ 2,083 \$ - \$ 2,083         Contingency       \$ 1,042 \$ 1,042 \$ - \$ 1,042         Total Operations and Maintenance Expenses       \$ 34,817 \$ 34,817 \$ 5,136 \$ 29,68         Total Expenditures       \$ 165,127 \$ 165,127 \$ 73,808 \$ 91,314         Excess Revenues (Expenditures)       \$ - \$ 4,643	Landscape Maintenance	\$ 11,650	\$	11,650	\$	3,160	\$ 8,490	
Selectric   \$   833   \$   833   \$   726   \$   107	Landscape Replacement	\$ 1,042	\$	1,042	\$	-	\$ 1,042	
Selectric   \$   833   \$   833   \$   726   \$   107	Streetlights	\$ 5,250	\$	5,250	\$	_	\$ 5,250	
Water & Sewer       \$ 417 \$ 417 \$ - \$ 417         Sidewalk & Asphalt Maintenance       \$ 208 \$ 208 \$ - \$ 206         Irrigation Repairs       \$ 1,042 \$ 1,042 \$ - \$ 1,042         General Repairs & Maintenance       \$ 2,083 \$ 2,083 \$ - \$ 2,083         Contingency       \$ 1,042 \$ 1,042 \$ - \$ 1,042         Total Operations and Maintenance Expenses       \$ 34,817 \$ 34,817 \$ 5,136 \$ 29,683         Total Expenditures       \$ 165,127 \$ 165,127 \$ 73,808 \$ 91,314         Excess Revenues (Expenditures)       \$ - \$ \$ 4,643	Electric	\$ 833	\$		\$	726	\$ 107	
Sidewalk & Asphalt Maintenance   \$ 208			\$				\$ 417	
Irrigation Repairs   \$ 1,042 \$ 1,042 \$ - \$ 1,042 \$   General Repairs & Maintenance   \$ 2,083 \$ 2,083 \$ - \$ 2,083 \$   Contingency   \$ 1,042 \$ 1,042 \$ - \$ 1,042 \$   Total Operations and Maintenance Expenses   \$ 34,817 \$ 34,817 \$ 5,136 \$ 29,683 \$   Total Expenditures   \$ 165,127 \$ 165,127 \$ 73,808 \$ 91,314 \$   Excess Revenues (Expenditures)   \$ - \$ \$ 57,854 \$   Fund Balance - Beginning   \$ - \$ \$ 4,643 \$   \$ 4,643 \$   \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$						_		
General Repairs & Maintenance       \$ 2,083 \$ 2,083 \$ - \$ 2,083         Contingency       \$ 1,042 \$ 1,042 \$ - \$ 1,042         Total Operations and Maintenance Expenses       \$ 34,817 \$ 34,817 \$ 5,136 \$ 29,683         Total Expenditures       \$ 165,127 \$ 165,127 \$ 73,808 \$ 91,314         Excess Revenues (Expenditures)       \$ 57,854         Fund Balance - Beginning       \$ - \$ 4,643						_		
Contingency       \$ 1,042       \$ 1,042       \$ - \$ 1,042         Total Operations and Maintenance Expenses       \$ 34,817       \$ 34,817       \$ 5,136       \$ 29,68         Total Expenditures       \$ 165,127       \$ 165,127       \$ 73,808       \$ 91,31         Excess Revenues (Expenditures)       \$ 57,854         Fund Balance - Beginning       \$ - \$ 4,643	-					_		
Total Expenditures \$ 165,127 \$ 165,127 \$ 73,808 \$ 91,319  Excess Revenues (Expenditures) \$ - \$ 57,854  Fund Balance - Beginning \$ - \$ 4,643	•					-	1,042	
Excess Revenues (Expenditures) \$ - \$ 57,854  Fund Balance - Beginning \$ - \$ 4,643	Total Operations and Maintenance Expenses	\$ 34,817	\$	34,817	\$	5,136	\$ 29,681	
Fund Balance - Beginning \$ - \$ 4,643	Total Expenditures	\$ 165,127	\$	165,127	\$	73,808	\$ 91,319	
	Excess Revenues (Expenditures)	\$ -			\$	57,854		
	Fund Balance - Beginning	\$ -			\$	4,643		
		\$			\$	62 497		

## **Community Development District**

## **Debt Service Fund**

## Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending September 30, 2021

	Adopted		Prorated Budget		Actual	
	Budget		Thru 09/30/21	T	hru 09/30/21	Variance
Revenues						
Assessments - Prepayments	\$	-	-	\$	114,500 \$	114,500
Assessments - Lot Closings	\$	-	-	\$	168,337 \$	168,337
Interest	\$	-	-	\$	34 \$	34
Total Revenues	\$ -		\$ -	\$	282,871	282,871
Expenditures:						
Interest Expense - 5/1	\$	-	\$ -	\$	198,264 \$	(198,264)
Total Expenditures	\$	-	\$ -	\$	198,264	(198,264)
Other Sources/(Uses)						
Transfer In/(Out)	\$	-	\$ -	\$	(249,131) \$	(249,131)
Total Other Financing Sources (Uses)	\$	-	\$ -	\$	(249,131)	(249,131)
Excess Revenues (Expenditures)	\$			\$	(164,524)	
Fund Balance - Beginning	\$	-		\$	703,464	
Fund Balance - Ending	\$			\$	538,940	

## **Community Development District**

## **Capital Projects Fund**

## Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending September 30, 2021

	Ado	pted	Prorated	d Budget		Actual	
	Buc	lget	Thru 09	9/30/21	Th	ru 09/30/21	Variance
Revenues							
Interest	\$	-	\$	-	\$	185	\$ 185
Total Revenues	\$	-	\$	-	\$	185	\$ 185
Expenditures:							
Capital Outlay	\$	-	\$	-	\$	6,721,524	\$ (6,721,524)
Capital Outlay - Cost of Issuance	\$	-	\$	-	\$	7,175	\$ (7,175)
Total Expenditures	\$	-	\$	-	\$	6,728,699	\$ (6,728,699)
Other Financing Sources/(Uses)							
Transfer In/(Out)	\$	-	\$	-	\$	249,131	\$ 249,131
Total Other Financing Sources (Uses)	\$		\$	-	\$	249,131	\$ 249,131
Excess Revenues (Expenditures)	\$	-			\$	(6,479,382)	
Fund Balance - Beginning	\$	-			\$	6,525,980	
Fund Balance - Ending	\$	-			\$	46,598	

## 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 \$	28,825 \$	50,025 \$	- \$	- \$	91,66
Developer Contributions	\$ 20,000 \$		- \$	- \$	- \$	20,000 \$	- \$	- \$	- \$	- \$	- \$	- \$	40,00
-													
Total Revenues	\$ 20,000 \$	- \$	- \$	- \$	- \$	20,000 \$	- \$	12,812 \$	28,825 \$	50,025 \$	- \$	- \$	131,662
Expenditures:													
General & Administrative:													
Supervisor Fees	\$ 1,000 \$	- \$	- \$	- \$	- \$	800 \$	800 \$	- \$	- \$	800 \$	800 \$	- \$	4,200
Engineering	\$ - \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	
Attorney	\$ 1,463 \$	413 \$	256 \$	216 \$	- \$	781 \$	1,394 \$	158 \$	122 \$	864 \$	2,332 \$	210 \$	8,20
Annual Audit	\$ - \$	- \$	- \$	- \$	- \$	- \$	4,300 \$	- \$	- \$	- \$	- \$	- \$	4,30
Assessment Administration	\$ - \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	
Arbitrage	\$ - \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	
Dissemination	\$ 417 \$	417 \$	417 \$	417 \$	417 \$	417 \$	417 \$	417 \$	417 \$	417 \$	417 \$	417 \$	5,000
Trustee Fees	\$ - \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	
Management Fees	\$ 2,917 \$	2,917 \$	2,917 \$	2,917 \$	2,917 \$	2,917 \$	2,917 \$	2,917 \$	2,917 \$	2,917 \$	2,917 \$	2,917 \$	35,000
Information Technology	\$ 100 \$	100 \$	100 \$	100 \$	100 \$	100 \$	100 \$	100 \$	100 \$	100 \$	100 \$	100 \$	1,20
Telephone	\$ - \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	
Postage & Delivery	\$ 3 \$	4 \$	1 \$	4 \$	- \$	5 \$	- \$	5 \$	5 \$	1 \$	57 \$	4 \$	8
Insurance	\$ 5,000 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	5,000
Printing & Binding	\$ 38 \$	9 \$	- \$	- \$	- \$	- \$	6 \$	1 \$	- \$	- \$	- \$	5 \$	59
Legal Advertising	\$ 510 \$	- \$	421 \$	- \$	431 \$	431 \$	- \$	431 \$	383 \$	1,514 \$	- \$	331 \$	4,45
Other Current Charges	\$ - \$	- \$	343 \$	120 \$	120 \$	120 \$	120 \$	30 \$	38 \$	38 \$	38 \$	7 \$	976
Office Supplies	\$ 5 \$	3 \$	0 \$	0 \$	- \$	0 \$	3 \$	3 \$	3 \$	0 \$	3 \$	0 \$	19
Travel Per Diem	\$ - \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	
Dues, Licenses & Subscriptions	\$ 175 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	175
Total General & Administrative:	\$ 11,628 \$	3,861 \$	4,454 \$	3,774 \$	3,984 \$	5,570 \$	10,055 \$	4,061 \$	3,984 \$	6,650 \$	6,663 \$	3,990 \$	68,672
Operations and Maintenance Expenses													
Field Expenses													
Property Insurance	\$ - \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	
Field Management	\$ - \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	625 \$	625 \$	1,250
Landscape Maintenance	\$ - \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	1,580 \$	1,580 \$	3,160
Landscape Replacement	\$ - \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	
Streetlights	\$ - \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	
Electric	\$ - \$	- \$	- \$	- \$	- \$	- \$	- \$	148 \$	38 \$	61 \$	479 \$	- \$	72€
Water & Sewer	\$ - \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	
Sidewalk & Asphalt Maintenance	\$ - \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	
Irrigation Repairs	\$ - \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	
General Repairs & Maintenance	\$ - \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	
Contingency	\$ - \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	
Total Operations and Maintenance Expenses	\$ - \$	- \$	- \$	- \$	- \$	- \$	- \$	148 \$	38 \$	61 \$	2,684 \$	2,205 \$	5,136
Total Expenditures	\$ 11,628 \$	3,861 \$	4,454 \$	3,774 \$	3,984 \$	5,570 \$	10,055 \$	4,209 \$	4,022 \$	6,711 \$	9,347 \$	6,195 \$	73,808
	0.050	(0.054)	(1.151)	(0.554)	(2.004)	44400 -	(40.055)	0.600	24.004	10.011	(0.0.45)	(6405) -	55.05
Excess Revenues (Expenditures)	\$ 8,372 \$	(3,861) \$	(4,454) \$	(3,774) \$	(3,984) \$	14,430 \$	(10,055) \$	8,603 \$	24,804 \$	43,314 \$	(9,347) \$	(6,195) \$	57,854

## 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 50% MAXIMUM ANNUAL DEBT SERVICE

RESERVE FUND REQUIREMENT \$252,600 RESERVE FUND BALANCE \$252,600

BONDS OUTSTANDING - 09/29/20 \$8,845,000

CURRENT BONDS OUTSTANDING \$8,845,000

## SECTION 3

Requisition	Payee/Vendor	Amount
91	RIPA & Associates, LLC	\$ 187,274.51
92	KE Law Group	\$ 34.00
93	RIPA & Associates, LLC	\$ 134,450.32
94	Prince & Sons, Inc.	\$ 20,240.00
95	Greenland Services, LLC	\$ 3,500.00
96	Hopping, Green & Sams	\$ 364.00
97	JMBI Real Estate, LLC	\$ 387,725.37
98	Prince & Sons, Inc.	\$ 88,105.00
99	Wood & Associates Engineering, Inc.	\$ 1,300.00
100	Cypress Signs	\$ 3,106.17
101	Prince & Sons, Inc.	\$ 7,958.00
102	Cypress Signs	\$ 1,211.54
103	Wood & Associates Engineering, Inc.	\$ 706.25
104	KE Law Group	\$ 343.25
	TOTAL	\$ 836,318.41