### Lake Deer Community Development District

Meeting Agenda

*February* 21, 2024

# AGENDA

### Lake Deer Community Development District

219 E. Livingston St., Orlando, Florida 32801 Phone: 407-841-5524 – Fax: 407-839-1526

February 14, 2024

Board of Supervisors Lake Deer Community Development District

Dear Board Members:

A regular meeting of the Board of Supervisors of the Lake Deer Community Development District will be held Wednesday, February 21, 2024 at 2:15 PM at 346 East Central Ave., Winter Haven, FL 33880.

Zoom Video Link: <u>https://us06web.zoom.us/j/81252537388</u> Zoom Call-In Number: 1-646-876-9923 Meeting ID: 812 5253 7388

Following is the advance agenda for the meeting:

#### **Board of Supervisors Meeting**

- 1. Roll Call
- 2. Public Comment Period (<sup>1</sup>Speakers will fill out a card and submit it to the District Manager prior to the beginning of the meeting)
- 3. Approval of Minutes of the November 7, 2023 Landowners' Meeting and November 15, 2023 Board of Supervisors Meeting
- 4. Consideration of 2024 Non-Ad Valorem Contract Agreement with Polk County Property Appraiser
- 5. Ratification of 2024 Data Sharing and Usage Agreement with Polk County Property Appraiser
- 6. Staff Reports
  - A. Attorney
  - B. Engineer
  - C. Field Manger's Report
    - i. Consideration of Proposals for Aquatic Maintenance Services
      - a) Aquatic Weed Management
      - b) Solitude
  - D. District Manager's Report
    - i. Approval of Check Register
    - ii. Balance Sheet & Income Statement
- 7. Other Business
- 8. Supervisors Requests and Audience Comments
- 9. Adjournment

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

## MINUTES

#### MINUTES OF MEETING LAKE DEER COMMUNITY DEVELOPMENT DISTRICT

The Landowners' meeting and Election of the Board of Supervisors of the Lake Deer Community Development District was held Tuesday, **November 7, 2023** at 9:05 a.m. at the Holiday Inn – Winter Haven, 200 Cypress Gardens Blvd., Winter Haven, Florida.

Present were:

Tricia Adams Jill Burns Lauren Gentry

#### FIRST ORDER OF BUSINESS

#### Determination of Number of Voting Units Represented

Ms. Burns stated that she had been provided with a proxy form authorizing Tricia Adams to cast votes on behalf of Lake Deer Development, LLC authorizing her to cast 577 votes.

#### SECOND ORDER OF BUSNESS

Ms. Burns stated we will go ahead and call to order the Landowner's meeting.

### THIRD ORDER OF BUSINESSElection of Chairman for the Purpose of<br/>Conducting Landowners' Meeting

Ms. Burns was designated as the Chair for purposes of running the Landowner's meeting.

**Call to Order** 

#### FOURTH ORDER OF BUSINESS Nominations for the Positions of Supervisor

Ms. Burns asked for nominations for the three seats up for election, Ms. Adams nominated Chuck Cavaretta for Seat 5, Daniel Arnette for Seat 4, and Lauren Schwenk for Seat 3.

#### FIFTH ORDER OF BUSINESS

Ms. Adams casted 576 votes for Chuck Cavaretta, 577 votes for Daniel Arnette, and 577 votes for Lauren Schwenk.

SIXTH ORDER OF BUSINESS

#### **Ballot Tabulation**

**Casting of Ballots** 

Ms. Burns stated that Ms. Schwenk and Mr. Arnette will serve four-year terms and Mr. Cavaretta will serve a two-year term.

SEVENTH ORDER OF BUSINESS Landowners Questions and Comments There being no comments, the next item followed.

**EIGHTH ORDER OF BUSINESS** Adjournment Ms. Burns stated at this time we will adjourn the landowners' meeting.

Secretary/Assistant Secretary

Chairman/Vice Chairman

#### MINUTES OF MEETING LAKE DEER COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Lake Deer Community Development District was held Wednesday, **November 15, 2023** at 2:47 p.m. at 346 E. Central Avenue, Winter Haven, Florida.

Present and constituting a quorum:

Lauren Schwenk Daniel Arnette Chuck Cavaretta Vice Chairperson Assistant Secretary Assistant Secretary

Also present were:

Jill Burns Meredith Hammock Chace Arrington District Manager, GMS District Counsel, KVW Law District Engineer, Dewberry

#### FIRST ORDER OF BUSINESS

Roll Call

Ms. Burns called the meeting to order and called the roll. Three Supervisors were present at roll call constituting a quorum.

#### SECOND ORDER OF BUSINESS Public Comment Period

Ms. Burns stated that no members of the public were in attendance or on Zoom.

#### THIRD ORDER OF BUSINESS Organizational Matters

A. Administration of Oaths of Office to Newly Elected Board Members (Seat #3, Seat #4, and Seat #5)

Ms. Burns administered the Oath of Office to Lauren Schwenk, Daniel Arnette, and Chuck

Cavaretta. Ms. Hammock stated as a reminder, Florida Ethics Laws, Public Records Laws and Sunshine Law apply to your actions as Supervisors moving forward. She asked for any questions. Hearing none.

**B.** Consideration of Resolution 2024-01 Canvassing and Certifying the Results of the Landowners' Election

Ms. Burns stated the results of the Landowners' Election are outlined in the resolution.

On MOTION by Ms. Schwenk, seconded by Mr. Cavaretta, with all in favor, Resolution 2024-01 Canvassing and Certifying the Results of the Landowners' Election, was approved.

#### C. Election of Officers

#### **D.** Consideration of Resolution 2024-02 Electing Officers

Ms. Burns stated this is included in your package for review. After we hold a Landowners' Election, we re-elect officers. Previously Rennie was Chair, Lauren was Vice Chair, and the other three Supervisors were Assistant Secretaries, along with George Flint and I as Secretaries. Board consensus was to keep the officers the same.

On MOTION by Ms. Schwenk, seconded by Mr. Cavaretta, with all in favor, Resolution 2024-02 Electing Officers, was approved.

#### FOURTH ORDER OF BUSINESS

#### Approval of Minutes of the July 19, 2023 Board of Supervisors Meeting

Ms. Burns presented the minutes of the July 19, 2023 Board of Supervisors meeting and asked for a motion to approve.

On MOTION by Ms. Schwenk, seconded by Mr. Cavaretta, with all in favor, the Minutes of the July 19, 2023 Board of Supervisors Meeting, were approved.

#### FIFTH ORDER OF BUSINESS

Consideration of Resolution 2024-03 Granting the Chairperson and Vice Chairperson the Authority to Execute Plats and Documents Related to the Development of the District's Improvements

Ms. Burns noted this will authorize them to sign off on those documents. She noted she

would be happy to answer any questions, otherwise, looking for a motion to approve.

On MOTION by Mr. Cavaretta, seconded by Ms. Schwenk, with all in favor, Resolution 2024-03 Granting the Chairperson and Vice Chairperson the Authority to Execute Plats and Documents Related to the Development of the District's Improvements, was approved.

#### SIXTH ORDER OF BUSINESS

#### **Ratification of Uniform Collection Agreement** with Polk County Tax Collector

Ms. Burns noted this is the annual renewal. It has already been signed by the Chair and just needs to be ratified.

On MOTION by Ms. Schwenk, seconded by Mr. Arnette, with all in favor, the Uniform Collection Agreement with Polk County Tax Collector, was ratified.

#### SEVENTH ORDER OF BUSINESS

#### Ratification of Fiscal Year 2023 Audit Services Engagement Letter with Grau & Associates

Ms. Burns noted this is one of the renewals for the three-year agreement. The cost is \$5,600.

On MOTION by Mr. Cavaretta, seconded by Mr. Arnette, with all in favor, the Fiscal Year 2023 Audit Services Engagement Letter with Grau & Associates, was ratified.

#### EIGHTH ORDER OF BUSINESS

#### **Ratification of Encroachment Agreement and License for Installation Improvements**

Ms. Burns stated this is something that her and Roy worked on with Andrew when the builder was requesting that they would be able to connect the fence to the existing CDD perimeter wall. The perimeter wall where it was placed left a gap of maybe six to 12 inches between the back of the property and the wall which was a maintenance issue for us anyway so we allowed the builder to connect to the fence and they will maintain that. She stated she would answer any questions, it has already been approved so just looking for a motion to ratify.

On MOTION by Ms. Schwenk, seconded by Mr. Cavaretta, with all in favor, the Encroachment Agreement and License for Installation Improvements, was ratified.

#### NINTH ORDER OF BUSINESS

Presentation of Arbitrage Rebate Report from AMTEC for Series 2022 Project Bonds Ms. Burns stated under internal revenue code, the District has to demonstrate that they do not earn more interest on the bonds than they pay. She noted page four of the agenda shows the negative arbitrage amount listed.

> On MOTION by Ms. Schwenk, seconded by Mr. Cavaretta, with all in favor, the Arbitrage Rebate Report from AMTEC for Series 2022 Project Bonds, was approved.

#### TENTH ORDER OF BUSINESSStaff Reports

#### A. Attorney

Ms. Hammock stated she did not have anything specific to report to the Board.

#### B. Engineer

#### i. Ratification of Dewberry Work Authorization 2024-01 to Provide District Engineering Services

Ms. Burns stated this is included in your package and has already been executed. It is just their annual work authorization.

On MOTION by Mr. Cavaretta, seconded by Ms. Schwenk, with all in favor, the Dewberry Work Authorization 2024-01 to Provide District Engineering Services, was ratified.

#### C. District Manager's Report

#### i. Approval of Check Register

Ms. Burns noted the check register was included in the package. It is from July 8<sup>th</sup> through November 23<sup>rd</sup> totaling \$2,192,572.41. She asked for any questions, otherwise looking for a motion to approve.

On MOTION by Ms. Schwenk, seconded by Mr. Cavaretta, with all in favor, the Check Register totaling \$2,192,572.41, was approved.

#### ii. Balance Sheet & Income Statement

Ms. Burns stated the financial statements were included in the agenda package for review.

These are through the month of September so are year-end financials. There is no action necessary from the Board.

#### iii. Ratification of Summary of Series 2022 Requisitions #57 to #60

Ms. Burns noted that these requisitions have already been approved and just need to be ratified by the Board.

On MOTION by Ms. Schwenk, seconded by Mr. Arnette, with all in favor, the Series 2022 Requisitions #57 to #60, were ratified.

#### ELEVENTH ORDER OF BUSINESS Other Business

There being no comments, the next item followed.

TWELFTH ORDER OF BUSINESS	Supervisors	Requests	and	Audience
	Comments			

There being no comments, the next item followed.

#### THIRTEENTH ORDER OF BUSINESS Adjournment

Ms. Burns adjourned the meeting.

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

Secretary/Assistant Secretary

Chairman/Vice Chairman

## SECTION IV

### **CONTRACT AGREEMENT**

This Agreement made and entered into on Wednesday, January 31, 2024 by and between the Lake Deer Community Development District, a local unit of special purpose government of the State of Florida hereinafter referred to as the 'Special District', and Marsha M. Faux, Polk County Property Appraiser, a Constitutional Officer of the State of Florida, whose address is 255 North Wilson Ave., Bartow, FL 33830, hereinafter referred to as the 'Property Appraiser'.

- 1. Section <u>197.3632</u> Florida Statutes, provides that special assessments of non-ad valorem taxes levied by the Special District may be included in the assessment rolls of the County and collected in conjunction with ad valorem taxes as assessed by the Property Appraiser. Pursuant to that option, the Property Appraiser and the Special District shall enter into an agreement providing for reimbursement to the Property Appraiser of administrative costs, including costs of inception and maintenance, incurred as a result of such inclusion.
- 2. The parties herein agree that, for the 2024 tax year assessment roll, the Property Appraiser will include on the assessment rolls such special assessments as are certified to her by the Lake Deer Community Development District.
- 3. The term of this Agreement shall commence on January 1, 2024 or the date signed below, whichever is later, and shall run until December 31, 2024, the date of signature by the parties notwithstanding. This Agreement shall not automatically renew.
- 4. The Special District shall meet all relevant requirements of Section <u>197.3632</u> & <u>190.021</u> Florida Statutes.
- 5. The Special District shall furnish the Property Appraiser with up-to-date data concerning its boundaries and proposed assessments, and other information as requested by the Property Appraiser to facilitate in administering the non-ad valorem assessment in question. Specifically, if assessments will be included on the 2024 TRIM Notice, the Special District shall provide proposed assessments no later than Friday, July 12, 2024. The Special District's assessments shall, as far as practicable, be uniform (e.g. one uniform assessment for maintenance, etc.) to facilitate the making of the assessments by the mass data techniques utilized by the Property Appraiser.
- 6. The Special District shall certify to the Property Appraiser the Special District's annual installment and levy **no later than Friday, September 13, 2024**. The Property Appraiser shall, using the information provided by the Special District, place the Special District's non ad-valorem special assessments on properties within the district for inclusion on the 2024 tax roll.
- 7. The Property Appraiser shall be compensated by the Special District for the administrative costs incurred in carrying out this Agreement at the rate of 1% of the amount levied on the TRIM Notice or if the TRIM Notice is not used, the rate shall be 1% of the amount levied on the 2024 tax roll. For the TRIM Notice, the Property Appraiser will require payment on or before Friday, September 13, 2024 for processing within the Property Appraiser budget year (October 1st September 30th).
- 8. If the actual costs of performing the services under this agreement exceed the compensation provided for in Paragraph 7, the amount of compensation shall be the actual costs of performing the services under this agreement.
- 9. If tax roll corrections are requested by the Special District, the Property Appraiser shall be compensated by the Special District for the administrative costs incurred at the rate of \$5.00 for each tax roll correction exceeding ten (10) corrections per tax year.

The Special District shall indemnify and hold harmless, to the extent permitted by Florida law and without waiving its right of any applicable sovereign immunity, the Property Appraiser and all respective officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the Property Appraiser and all respective officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the negligent or intentional acts or omissions of the Special District or its employees, agents, servants, partners, principals, or subcontractors arising out of, relating to, or resulting from the performance of the Agreement. The Special District shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Property Appraiser where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon.

EXECUTED By:

Special District Representative

Print name

Marsha M. Faux, CFA, ASA Polk County Property Appraiser By:

lande tau

Marsha M. Faux, Property Appraiser

Title

Date

## SECTION V



### Marsha M. Faux, CFA, ASA POLK COUNTY PROPERTY APPRAISER

Revised 12/2023 ADA Compliant

#### 2024 Data Sharing and Usage Agreement

This Data Sharing and Usage Agreement, hereinafter referred to as "Agreement," establishes the terms and conditions Lake Deer Community Development District under which the hereinafter referred to as "agency," can acquire and use Polk County Property Appraiser data that is exempt from Public Records disclosure as defined in FS 119.071.

In accordance with the terms and conditions of this Agreement, the agency agrees to protect confidential data in accordance with FS 282.3185 and FS 501.171 and adhere to the standards set forth within these statutes.

#### For the purposes of this Agreement, all data is provided. It is the responsibility of the agency to apply all statutory guidelines relative to confidentiality and personal identifying information.

The confidentiality of personal identifying information including: names, mailing address and OR Book and Pages pertaining to parcels owned by individuals that have received exempt / confidential status, hereinafter referred to as "confidential data," will be protected as follows:

- 1. The **agency** will not release **confidential data** that may reveal identifying information of individuals exempted from Public Records disclosure.
- 2. The **agency** will not present the **confidential data** in the results of data analysis (including maps) in any manner that would reveal personal identifying information of individuals exempted from Public Records disclosure.
- 3. The **agency** shall comply with all state laws and regulations governing the confidentiality and exempt status of personal identifying and location information that is the subject of this Agreement.
- 4. The agency shall ensure any employee granted access to confidential data is subject to the terms and conditions of this Agreement.
- 5. The agency shall ensure any third party granted access to confidential data is subject to the terms and conditions of this Agreement. Acceptance of these terms must be provided in writing to the **agency** by the third party before personal identifying information is released.
- 6. The **agency** agrees to comply with all regulations for the security of confidential personal information as defined in FS 501.171.
- 7. The agency, when defined as "local government" by FS 282.3185, is required to adhere to all cybersecurity guidelines when in possession of data provided or obtained from the Polk County Property Appraiser.

The term of this Agreement shall commence on January 1, 2024, and shall run until December 31, 2024, the date of signature by the parties notwithstanding. This Agreement shall not automatically renew. A new agreement will be provided annually to ensure all responsible parties are aware of and maintain the terms and conditions of this Data Sharing and Usage Agreement.

In witness of their agreement to the terms above, the parties or their authorized agents hereby affix their signatures.

#### POLK COUNTY PROPERTY APPRAISER

Signature:	Marshe Faux	Agency:	DocuSigned by: Lake Deer CDD REVERSE HEATL 8215FA2B8FB744A Rennie Heath
Print:	Marsha M. Faux CFA, ASA	Print:	8215FA2B8FB744A Rennie Heath
Title:	Polk County Property Appraiser	Title:	Chairman
Date:	December 1, 2023	Date: _	1/12/2024

Please email the signed agreement to pataxroll@polk-county.net.

## SECTION VI

## SECTION C

## SECTION 1

# SECTION (a)



Aquatic Weed Management, Inc. WATERWEED1@AOL.COM PO Box 1259 Haines City, FL 33845

+1 (863) 412-1919



#### Lake Deer CDD

Bill to

Lake Deer CDD GMS - Central Florida 219 E Livingston St. Orlando, FL 32801

#### Estimate details

Estimate no.: 1376 Estimate date: 12/06/2023

#	Date	Product or service	SKU	Qty	Rate	Amount
1.		Scope of Work		12	\$1,400.00	\$16,800.00
		Monthly pond herbicide maintenance on 17 ponds. Services include and floating) within the ordinary high water level. Priced as \$/treatments.		0	n (emerged, su	bmerged

	Total	\$16,800.00
Note to customer		

Thank you for your business!

# SECTION (b)



#### SERVICES CONTRACT

CUSTOMER NAME: Lake Deer CDD SUBMITTED TO: Joel Blanco CONTRACT EFFECTIVE DATE: March 1, 2024-February 28, 2025 SUBMITTED BY: Stephen AmRhein SERVICES: Aquatic Vegetation Management

This agreement (the "Agreement") is made as of the date indicated above and is by and between SOLitude Lake Management, LLC ("SOLitude" or the "Company") and the customer identified above (the "Customer") on the terms and conditions set forth in this Agreement.

1. <u>The Services</u>. SOLitude will provide services at the Customer's property as described in Schedule A attached hereto:

2. <u>PAYMENT TERMS.</u> The Annual Contract Price is **\$12,600.00**. SOLitude shall invoice Customer **\$1,050.00 per month** for the Services to be provided under this Agreement. The term of this agreement is for a period of twelve (12) months, with payment invoiced on the first day of each month, reminding them that a contract payment is due by the end of that same month. The customer is obligated to pay each monthly contract payment per the terms of this contract, without any obligation on the part of SOLitude to invoice or send any other sort of reminder or notice. Due to the seasonality of these services, and the disproportionate amount of time and materials dedicated to providing these services during some times of the year as compared to others, based on the season, weather patterns, and other natural factors, the amount billed and paid to date is not necessarily equivalent to the amount of work performed to date.

The Customer will be liable for any returned check fees and any collection costs, including reasonable attorney fees and court costs, for any invoices not otherwise timely paid, and interest at the rate of 1% per month may be added to all unpaid invoices. Should the work performed be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly covered by this contract, the customer will be invoiced and responsible for paying said additional taxes in addition to the contract price and other fees above. SOLitude shall be reimbursed by the customer for any non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on SOLitude by the customer that are not covered specifically by the written specifications of this contract.

3. <u>TERM AND EXPIRATION</u>. This Agreement is for an annual management program as described in the Schedule A attached. Any additional services will be provided only upon additional terms as agreed to by the parties in writing. Contract will automatically renew annually at the end of the contract effective date for subsequent one (1) year terms, with a six percent (6%) escalation in the Annual Contract Price each year, under the same terms, specifications, and conditions as set forth by this contract, unless either party gives written notice of cancellation thirty (30) days prior to the termination date of this contract, or subsequent renewal contracts.

4. <u>PRICING.</u> The Company reserves the right to annually increase the amount charged for the services beyond the escalation percentage stated in the TERM AND EXPIRATION above, which shall be communicated by written notice to the Customer, which notice may be by invoice.

5. <u>TERMINATION.</u> If SOLitude terminates your service for nonpayment or other default before the end of the Services Contract, if the Customer terminates this Services Contract for any reason other than in accordance with the cancellation policy outlined above, or in the event this Contract does not automatically renew and the customer terminates it before the termination date, Customer agrees to pay SOLitude, in addition to all other amounts owed, an Early Termination Fee in the amount specified below ("Early Termination Fee"). The Customer's Early Termination Fee will be 50% of the remaining value of the Contracted Price. The Early Termination Fee is not a penalty, but rather a charge to compensate SOLitude for the Customer's failure to satisfy the Services Contract on which the Customer's rate plan is based.

6. <u>INSURANCE AND LIMITATION OF LIABILITY</u>. SOLitude will maintain general liability and property damage insurance as necessary given the scope and nature of the Services. The Company will be responsible for those damages, claims, causes of action, injuries or legal costs to the extent of its own direct negligence or misconduct, and then only to an amount not to exceed the annual value of this Agreement. In no event will any party to this Agreement be liable to the other for incidental, consequential or purely economic damages.

7. <u>FORCE MAJEURE</u>. The Company shall not be liable for any delay in performing the Services, nor liable for any failure to provide the Services, due to any cause beyond its reasonable control.

8. <u>ANTI-CORRUPTION AND BRIBERY.</u> Each party represents that neither it nor anyone acting on its behalf has offered, given, requested or accepted any undue financial or other advantage of any kind in entering into this Agreement, and that it will comply with all applicable laws and regulations pertaining to corruption, competition and bribery in carrying out the terms and conditions of this Agreement.

9. <u>GOVERNING LAW</u>. This Agreement shall be governed and construed in accordance with the laws of the state in which the Services are performed.

10. <u>ENTIRE AGREEMENT</u>. This Agreement constitutes the entire agreement between the parties with respect to the subject matter and replaces any prior agreements or understandings, whether in writing or otherwise. This Agreement may not be modified or amended except by written agreement executed by both parties. In the event that any provision of this Agreement is determined to be void, invalid, or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected.

11. <u>NOTICE</u>. Any written notice provided under this Agreement may be sent via overnight mail, certified mail, hand delivery or electronic mail with delivery confirmation, to the individuals and addresses listed below.

12. <u>BINDING</u>. This Agreement shall inure to the benefit of and be binding upon the legal representatives and successors of the parties.



13. <u>FUEL/TRANSPORTATION SURCHARGE</u>. Like many other companies that are impacted by the price of gasoline, a rise in gasoline prices may necessitate a fuel surcharge. As such, the Company reserves the right to add a fuel surcharge to Customer's invoice for any increase in the cost of fuel as measured above the same time period in the prior year (by the National U.S. Average Motor Gasoline-Regular Fuel Price per Gallon Index reported by the U.S. Department of Energy). The surcharge may be adjusted monthly (up or down) with the price of gasoline.

14. <u>DISCLAIMER</u>. SOLitude is not responsible for the failure of any treatment, equipment installation, or other work that result from dam or other structural failures, severe weather and storms, flooding, or other acts of God that are outside of the control of SOLitude.

Customers understands and acknowledges that there are irrigation restrictions associated with many of the products used to treat lakes and ponds. The customer is responsible for notifying SOLitude in advance of the contract signing and the start of the contract if they utilize any of the water in their lakes or ponds for irrigation purposes. The customer accepts full responsibility for any issues that may arise from the irrigation of turf, ornamentals, trees, crops, or any other plants as a result of treated water being used by the customer for irrigation without the consent or knowledge of SOLitude.

Although there is rarely direct fish toxicity with the products used for treatment when applied at the labeled rate, or the installation and normal operation of the equipment we install, there is a risk under certain circumstances of significant dissolved oxygen drops. This risk is most severe in times of extremely hot weather and warm water temperatures, as these are the conditions during which dissolved oxygen levels are naturally at their lowest levels. Oftentimes lakes and ponds will experience natural fish kills under these conditions even if no work is performed. Every effort, to include the method and timing of application, the choice of products and equipment used, and the skill and training of the staff, is made to avoid such problems. However, the customer understands and accepts that there is always a slight risk of the occurrence of adverse conditions outside the control of SOLitude that will result in the death of some fish and other aquatic life. The customer agrees to hold SOLitude harmless for any issues with fish or other aquatic life which occur as described above, or are otherwise outside the direct control of SOLitude, unless there is willful negligence on the part of SOLitude.

15. <u>NONPERFORMANCE</u>. In the case of any default on the part of the Company with respect to any of the terms of this Agreement, the Customer shall give written notice thereof, and if said default is not made good within (30) Thirty Days, the Customer shall notify the Company in writing that there has been a breach of the Agreement. The Company in case of such breach shall be entitled to receive payment only for work completed prior to said breach, so long as the total paid hereunder does not exceed the Contract sum.

16. <u>E-Verify</u>. Solitude Lake Management LLC utilizes the federal E-Verify program in contracts with public employers as required by Florida State law, and acknowledges all the provisions of Florida Statute 448.095 are incorporated herein by reference and hereby certifies it will comply with the same.



#### ACCEPTED AND APPROVED:

Please Remit All Payments to:	Customer's Address for Notice Purposes:
Date:	Date:
Title:	Title:
Printed Name:	Printed Name:
Signature:	Signature:
SOLITUDE LAKE MANAGEMENT, LLC.	Lake Deer CDD

1320 Brookwood Drive Suite H Little Rock AR 72202

Please Mail All Contracts to:

2844 Crusader Circle, Suite 450 Virginia Beach, VA 23453



#### **SCHEDULE A – SERVICES**

#### Visual Inspections:

- 1. A visual inspection of the lake(s) will be performed during each visit to the site. The inspections shall include the following:
  - Water levels
  - Water clarity or quality
  - Turbidity
  - Beneficial Aquatic Vegetation
  - Nuisance, Invasive, or Exotic Aquatic Vegetation
  - Algae
  - Physical components such as above ground pipes, inlet and outlet structures, trash racks, emergency spillways, and dams
  - Erosion
  - Issues with shoreline and bank stabilization measures such as rip rap stone, bulkheads, retaining walls, etc.
  - Forebays and inflowing or outflowing swales, ditches, and stream channels
  - Vegetated buffers
  - Sedimentation
  - Nuisance animal activity
  - Fish habitat
  - Mosquito breeding conditions and habitat
  - Trash and debris
- 2. Any issues or deficiencies that are observed during this visual monitoring will be documented by our staff in the field notes of the service order completed at the time the issue was first observed and reported to the Customer in writing as part of that month's service report.
- 3. Customers will be notified immediately if there are any deficiencies observed that appear in the judgment of our staff to be posing an immediate risk or otherwise jeopardizing the integrity of the lake(s) structures.
- 4. The scope of these services is limited to what can be reasonably observed at the surface of the water and above the ground around the water that makes up the physical structure of the lake(s). These routine inspection services are not intended to replace any requirement or need for a more comprehensive engineered inspection, or any other type of inspection that would require expertise or equipment to survey the condition of the physical components of the lake(s) underground, underwater, or inside any of the associated structures.

#### Aquatic Weed Control:

- 1. Lake(s) will be inspected on a two (2) time per month basis.
- 2. Any growth of undesirable aquatic weeds and vegetation found in the lake(s) with each inspection shall be treated and controlled through the application of aquatic



herbicides and aquatic surfactants as required to control the specific varieties of aquatic weeds and vegetation found in the lake(s) at the time of application.

 Invasive and unwanted submersed and floating vegetation will be treated and controlled preventatively and curatively each spring and early summer through the use of systemic herbicides at the rate appropriate for control of the target species. Application rates will be designed to allow for selective control of unwanted species while allowing for desirable species of submersed and emergent wetland plants to prosper.

#### Shoreline Weed Control:

- 1. Shoreline areas will be inspected on a two (2) time per month basis.
- 2. Any growth of cattails, phragmites, or other unwanted shoreline vegetation found within the lake areas shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required for control of the plants present at time of application.
- 3. Any growth of unwanted plants or weeds growing in areas where stone has been installed for bank stabilization and erosion control shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required to control the unwanted growth present at the time of application.

#### Lake Algae Control:

1. Lake(s) will be inspected on a **two (2) time per month** basis. Any algae found in the lake(s) with each inspection shall be treated and controlled through the application of algaecides, aquatic herbicides, and aquatic surfactants as needed for control of the algae present at the time of service.

#### Trash Removal:

1. Trash will be removed from the lake(s) with each service and disposed off site. Any large item or debris that is not easily and reasonably removable by one person during the routine visit will be removed with the Customer's approval for an additional fee. Routine trash and debris removal services are for the lake areas only, and do not include any trash or debris removal from the surrounding terrestrial (dry land) areas.

#### Pond Dye:

**Pond Dye** will be applied to the pond(s) on an as needed basis. A combination of blue and/or black dye will be used as required to maintain a dark natural water color.

#### Service Reporting:

1. Customer will be provided with a monthly service report detailing all of the work performed as part of this contract.

#### Customer Responsibilities (when applicable):

1. Customer will be responsible for the following:



- a. Providing information required for the permit application process upon request.
- b. Providing Certified Abutters List for abutter notification where required.c. Perform any public filings or recordings with any agency or commission
- associated with the permitting process, if required.
- d. Compliance with any other special requirements or conditions required by the local municipality.
- e. Compliance and enforcement of temporary water-use restrictions where applicable.

#### General Qualifications:

- 1. Company is a licensed pesticide applicator in the state in which service is to be provided.
- 2. Individual Applicators are Certified Pesticide Applicators in Aquatics, Public Health, Forestry, Right of Way, and Turf/Ornamental as required in the state in which service is to be provided.
- 3. Company is a SePRO Preferred Applicator and dedicated Steward of Water. Each individual applicator has been trained and educated in the water quality testing and analysis required for prescriptive site-specific water quality management and utilizes an integrated approach that encompasses all aspects of ecologically balanced management. Each applicator has received extensive training in the proper selection, use, and application of all aquatic herbicides, algaecides, adjuvants, and water quality enhancement products necessary to properly treat our Customers' lakes and ponds as part of an overall integrated pest management program.
- 4. Company guarantees that all products used for treatment are EPA registered and labeled as appropriate and safe for use in lakes, ponds, and other aquatic sites, and are being applied in a manner consistent with their labeling.
- 5. All pesticide applications made directly to the water or along the shoreline for the control of algae, aquatic weeds, or other aquatic pests as specified in this contract will meet or exceed all of the Company's legal regulatory requirements as set forth by the EPA and related state agencies for NPDES and FIFRA. Company will perform treatments that are consistent with NPDES compliance standards as applicable in and determined by the specific state in which treatments are made. All staff will be fully trained to perform all applications in compliance with all federal, state, and local law.
- 6. Company will furnish the personnel, vehicles, boats, equipment, materials, and other items required to provide the foregoing at its expense.

## SECTION D

## SECTION 1

### Lake Deer Community Development District

#### Summary of Check Register

November 4, 2023 to February 7, 2024

Bank	Date	Check No.'s	Amount
General Fund	11/6/23	194 - 196	\$ 251,402.00
	11/9/23	197 - 198	\$ 5,930.30
	11/16/23	199	\$ 3,953.88
	11/30/23	200 - 205	\$ 52,059.78
	12/14/23	206 - 209	\$ 474,639.14
	12/21/23	210 - 211	\$ 2,469.30
	1/4/24	212	\$ 172,423.72
	1/9/24	213 - 216	\$ 115,099.17
	1/11/24	217 - 219	\$ 4,699.19
	1/12/24	220 - 221	\$ 27,927.50
	1/18/24	222 - 223	\$ 2,589.25
	1/29/24	224 - 225	\$ 37,187.00
			\$ 1,150,380.23

Total Amount \$

1,150,380.23

AP300R YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMP *** CHECK DATES 11/04/2023 - 02/07/2024 *** LAKE DEER CDD GENERAL FUND BANK A GENERAL FUND	PUTER CHECK REGISTER	RUN 2/14/24	PAGE 1
CHECK VEND#INVOICEEXPENSED TO VENDOR NAME DATE DATE INVOICE YRMO DPT ACCT# SUB SUBCLASS	STATUS	AMOUNT	CHECK AMOUNT #
11/06/23 00041 8/22/23 220460 202310 300-20700-10200	*	2,000.00	
11/06/23 00041 8/22/23 220460 202310 300-20700-10200 031 FR#20 GREENLAND SERVICES, LLC			2,000.00 000194
11/06/23 00006 9/07/23 7424 202310 300-20700-10200	*	152.00	
031 FR#20 KILINSKI / VAN WYK, PLLC			152.00 000195
11/06/23 00035 10/05/23 11329 202310 300-20700-10200	*	156,000.00	
031 FR#19 10/23/23 11337202310 300-20700-10200	*	93,250.00	
031 FR#20 STEWART & ASSOCAITES PROPER	RTY SVC		249,250.00 000196
11/09/23 00042 10/31/23 00059890 202310 310-51300-48000	*	930.30	
NOT OF LANDOWNERS MTG GANNETT MEDIA CORP DBA GANN	IETT		930.30 000197
11/09/23 00001 9/30/23 30 202310 310-51300-31700	*		
ASSESSMENT ROLL FY24 GOVERNMENTAL MANAGEMENT SER	RVICES		5,000.00 000198
11/16/23 00001 11/01/23 31 202311 310-51300-34000	*	3,246.25	
MANAGEMENT FEES NOV23 11/01/23 31 202311 310-51300-35200	*	100.00	
WEBSITE ADMIN NOV23 11/01/23 31 202311 310-51300-35100	*	150.00	
INFORMATION TECH NOV23 11/01/23 31 202311 310-51300-31300	*	441.67	
DISSEMINATION SVCS NOV23 11/01/23 31202311 310-51300-51000	*	.18	
OFFICE SUPPLIES NOV23 11/01/23 31 202311 310-51300-42000	*	15.78	
POSTAGE NOV23 GOVERNMENTAL MANAGEMENT SER	RVICES		3,953.88 000199
11/30/23 00035 8/28/23 11320 202311 300-20700-10200	*	2,460.00	
031 SER22 FR#21 STEWART & ASSOCAITES PROPER	RTY SVC		2,460.00 000200
11/30/23 00016 9/25/23 PAYAPP#1 202311 300-20700-10200	*	48,379.78	
031 SER22 FR#22 TUCKER PAVING INC			48,379.78 000201
11/30/23 00029 11/15/23 CC111520 202311 310-51300-11000	*	200.00	
SUPERVISOR FEE 11/15/23 CHUCK CAVARETTA			200.00 000202

LKDR LAKE DEER ZYAN

AP300R YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHE *** CHECK DATES 11/04/2023 - 02/07/2024 *** LAKE DEER CDD GENERAL FUND BANK A GENERAL FUND	ECK REGISTER	RUN 2/14/24	PAGE 2
CHECK VEND#INVOICEEXPENSED TO VENDOR NAME DATE DATE INVOICE YRMO DPT ACCT# SUB SUBCLASS	STATUS	AMOUNT	CHECK AMOUNT #
11/30/23 00021 11/15/23 DA111520 202311 310-51300-11000 SUPERVISOR FEE 11/15/23	*	200.00	
DANIEL ARNETTE			200.00 000203
11/30/23 00006 11/07/23 7913 202310 310-51300-31500 GENERAL COUNSEL OCT23	*	620.00	
KILINSKI / VAN WYK, PLLC			620.00 000204
11/30/23 00008 11/15/23 LS111520 202311 310-51300-11000 SUPERVISOR FEE 11/15/23	*	200.00	
LAUREN SCHWENK			200.00 000205
12/14/23 00001 12/01/23 34 202312 310-51300-34000 MANAGEMENT FEES DEC23	*	3,246.25	
12/01/23 34 202312 310-51300-35200 WEBSITE ADMIN DEC23	*	100.00	
12/01/23 34 202312 310-51300-35100 INFORMATION TECH DEC23	*	150.00	
12/01/23 34 202312 310-51300-31300 DISSEMINATION SVCS DEC23	*	441.67	
12/01/23 34 202312 310-51300-51000 OFFICE SUPPLIES DEC23	*	2.62	
12/01/23 34 202312 310-51300-42000 POSTAGE DEC23	*	46.77	
GOVERNMENTAL MANAGEMENT SERVICES			3,987.31 000206
12/14/23 00043 12/13/23 12132023 202312 300-20700-10000 ASSESS TRANSFER - S2022	*	443,298.33	
LAKE DEER CDD C/O US BANK			443,298.33 000207
12/14/23 00030 11/15/23 0025452 202312 300-20700-10200 031 FR#24		761.50	
LEADING EDGE LAND SERVICES INC.			761.50 000208
12/14/23 00028 8/01/23 23-02-00 202312 300-20700-10200 031 FR#23	*		
ROBERTS CONSULTING SERVICES, INC.			26,592.00 000209
12/21/23 00013 12/13/23 2381305 202311 310-51300-31100 GENERAL ENGINEERING NOV23	*	115.00	
DEWBERRY ENGINEERS INC.			115.00 000210
12/21/23 00006 12/16/23 8195 202311 310-51300-31500 GENERAL COUNSEL NOV23	*	2,354.30	
GENERAL COUNSEL NOV23 KILINSKI / VAN WYK, PLLC			2,354.30 000211

LKDR LAKE DEER ZYAN

AP300R YEAR-TO-DATE AC *** CHECK DATES 11/04/2023 - 02/07/2024 *** LAK BAN	COUNTS PAYABLE PREPAID/COMPUTER E DEER CDD GENERAL FUND K A GENERAL FUND	CHECK REGISTER	RUN 2/14/24	PAGE 3
CHECK VEND#INVOICEEXPENSED TO DATE DATE INVOICE YRMO DPT ACCT# SU	VENDOR NAME B SUBCLASS	STATUS	AMOUNT	CHECK AMOUNT #
1/04/24 00043 1/02/24 01022024 202401 300-20700-10	000	*	172,423.72	
ASSESS TRANSFER - S2022	LAKE DEER CDD C/O US BANK		:	172,423.72 000212
1/09/24 00023 10/31/23 021886 202401 300-20700-10		*	45,375.00	
031 FR#25 11/30/23 021933 202401 300-20700-10 031 FR#28	200	*	3,485.02	
	ABSOLUTE ENGINEERING, INC.			48,860.02 000213
1/09/24 00016 11/25/23 PAYAPP#1 202401 300-20700-10 031 FR#27		*	24,904.15	
	TUCKER PAVING INC			24,904.15 000214
1/09/24 00044 11/27/23 1221 202401 300-20700-10 031 FR#26		*	41,335.00	
	WILDMON CONSTRUCTION LLC			41,335.00 000215
1/09/24 00017 10/30/23 1801 202401 300-20700-10		*	2,700.00	
031 FR#25 10/30/23 1802 202401 300-20700-10	200	*	16,112.50	
031 FR#25 10/30/23 1803 FD 202401 300-20700-10	200	*	3,275.00	
031 FR#25 10/30/23 1816202401 300-20700-10	200	*	5,840.00	
031 FR#25	WOOD & ASSOCIATES ENGINEERING LL	C		27,927.50 000216
1/11/24 00017 10/30/23 1801 202401 300-20700-10			2,700.00-	
031 FR#25 10/30/23 1802202401 300-20700-10	200	V	16,112.50-	
031 FR#25 10/30/23 1803 202401 300-20700-10	200	V	3,275.00-	
031 FR#25 10/30/23 1816 202401 300-20700-10	200	v	5,840.00-	
031 FR#25	WOOD & ASSOCIATES ENGINEERING LL	C		27,927.50-000216
1/11/24 00038 1/05/24 2 202401 310-51300-31		C 	500.00	
AMORT SERIES 2022 2-1-24	DIAGIOGUDE GEDUTAEG IIA			500.00 000217
1/11/24 00001 1/01/24 36 202401 310-51300-34			3,246.25	
MANAGEMENT FEES JAN24 1/01/24 36 202401 310-51300-35 WEBSITE ADMIN JAN24		*	100.00	

LKDR LAKE DEER

ZYAN

AP300R YEAR-TO-DATE # *** CHECK DATES 11/04/2023 - 02/07/2024 *** L# B#	ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK AKE DEER CDD GENERAL FUND ANK A GENERAL FUND	REGISTER	RUN 2/14/24	page 4
CHECK VEND#INVOICEEXPENSED TO DATE DATE INVOICE YRMO DPT ACCT# S	VENDOR NAME S' SUB SUBCLASS	TATUS	AMOUNT	CHECK AMOUNT #
1/01/24 36 202401 310-51300-3 INFORMATION TECH JAN24	35100	*	150.00	
1/01/24 36 202401 310-51300-3	31300	*	441.67	
DISSEMINATION SVCS JAN24 1/01/24 36 202401 310-51300-5	51000	*	.15	
OFFICE SUPPLIES JAN24 1/01/24 36 202401 310-51300-4	42000	*	10.52	
POSTAGE JAN24	GOVERNMENTAL MANAGEMENT SERVICES			3,948.59 000218
1/11/24 00045 1/03/24 01032024 202401 310-51300-4		*	250.60	
MAILING 2023 TAX NOTICES	JOE G TEDDER, TAX COLLECTOR			250.60 000219
1/12/24 00026 $1/11/24$ 01112024 202401 300-20/00-	10200	*	3,275.00	
RET FDS W&A#1803 FR#25	LAKE DEER DEV, LLC			3,275.00 000220
1/12/24 00017 10/30/23 1801 202401 300-20700-2	10200	*	2,700.00	
031 FR#25 10/30/23 1802202401 300-20700-1	10200	*	16,112.50	
031 FR#25 10/30/23 1816202401 300-20700-1	10200	*	5,840.00	
031 FR#25	WOOD & ASSOCIATES ENGINEERING LLC			24,652.50 000221
1/18/24 00006 11/07/23 7914 202401 300-20700-2		*	354.00	
031 FR#29 1/12/24 8502 202312 310-51300-3	31500	*	660.00	
GENERAL COUNSEL DEC23	KILINSKI / VAN WYK, PLLC			1,014.00 000222
1/18/24 00030 12/15/23 0025629 202401 300-20700-2	10200	*	1,575.25	
031 FR#29	LEADING EDGE LAND SERVICES INC.			1,575.25 000223
1/29/24 00024 12/05/23 3430831 202401 300-20700-2	10200	*	12,149.00	
031 FR#30 1/02/24 3463796 202401 300-20700-1	10200	*	890.00	
031 FR#30	HUB INTERNATIONAL MIDWEST LIMITED			13,039.00 000224
1/29/24 00035 12/13/23 11352 202401 300-20700-3	10200	*	24,148.00	
031 FR#30	STEWART & ASSOCAITES PROPERTY SVC			24,148.00 000225
	TOTAL FOR BANK A		1,150,380.23	

LKDR LAKE DEER Z

ZYAN

AP300R *** CHECK DATES 11/04/2023 - 02/07/20	YEAR-TO-DATE ACCOUNTS PAYA 24 *** LAKE DEER CDD BANK A GENERAL	GENERAL FUND	K REGISTER RUN	2/14/24	page 5	
CHECK VEND#INVOICE DATE DATE INVOICE YR	EXPENSED TO RMO DPT ACCT# SUB SUBCLASS		STATUS		CHECK OUNT #	

1,150,380.23 TOTAL FOR REGISTER

LKDR LAKE DEER ZYAN

# SECTION 2

Community Development District

### Unaudited Financial Reporting

December 31, 2023



### Table of Contents

1	Balance Sheet
2 - 3	General Fund
4	Debt Service Fund Series 2022
5	Capital Project Fund Series 2022
6 - 7	Month to Month
_	
8	Long Term Debt Report
0	
9	Assessment Receipt Schedule

#### **Community Development District**

**Combined Balance Sheet** 

December 31, 2023

		General Fund	l	Debt Service Fund	С	apital Project Fund	Total Governmental Funds		
Assets:									
<u>Cash:</u>									
Operating Account	\$	405,864	\$	-	\$	-	\$	405,864	
Investments:									
Series 2022									
Reserve	\$	-	\$	1,099,474	\$	-	\$	1,099,474	
Revenue	\$	-	\$	490,299	\$	-	\$	490,299	
Prepayment	\$	-	\$	3,262,717	\$	-	\$	3,262,717	
Construction	\$	-	\$	-	\$	74	\$	74	
Due from Developer	\$	-	\$	-	\$	250,241	\$	250,241	
Due from General Fund	\$	-	\$	172,424	\$	-	\$	172,424	
Total Assets	\$	405,864	\$	5,024,914	\$	250,315	\$	5,681,093	
Liabilities:									
Accounts Payable	\$	660	\$	-	\$	-	\$	660	
Retainage Payable	\$	-	\$	-	\$	1,027,801	\$	1,027,801	
Contracts Payable	\$	-	\$	-	\$	250,241	\$	250,241	
Due to Debt Service	\$	172,424	\$	-	\$	-	\$	172,424	
Total Liabilites	\$	173,084	\$	-	\$	1,278,042	\$	1,451,126	
Fund Balance:									
Restricted for:									
Debt Service - Series 2022	¢		¢	F 024 014	¢		¢	F 024 014	
	\$ ¢	-	\$ \$	5,024,914	\$ ¢	- (1,027,727)	\$ ¢	5,024,914	
Capital Projects - Series 2022	\$	-	ֆ \$	-	\$ ¢	[1,027,727]	\$	(1,027,727)	
Unassigned	\$	232,780	Ъ	-	\$	-	\$	232,780	
Total Fund Balances	\$	232,780	\$	5,024,914	\$	(1,027,727)	\$	4,229,967	
Total Liabilities & Fund Balance	\$	405,864	\$	5,024,914	\$	250,315	\$	5,681,093	

#### **Community Development District**

#### **General Fund**

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

	Adopted	Pro	rated Budget		Actual	
	Budget	Thr	ru 12/31/23	Th	ru 12/31/23	Variance
Revenues:						
Assessments - On Roll	\$ 335,396	\$	190,576	\$	190,576	\$ -
Total Revenues	\$ 335,396	\$	190,576	\$	190,576	\$ -
Expenditures:						
<u>General &amp; Administrative:</u>						
Supervisor Fees	\$ 12,000	\$	3,000	\$	600	\$ 2,400
Engineering	\$ 15,000	\$	3,750	\$	115	\$ 3,635
Attorney	\$ 25,000	\$	6,250	\$	3,634	\$ 2,616
Annual Audit	\$ 6,000	\$	-	\$	-	\$ -
Assessment Administration	\$ 5,000	\$	5,000	\$	5,000	\$ -
Arbitrage	\$ 450	\$	-	\$	-	\$ -
Dissemination	\$ 5,300	\$	1,325	\$	1,825	\$ (500)
Trustee Fees	\$ 4,500	\$	-	\$	-	\$ -
Management Fees	\$ 38,955	\$	9,739	\$	9,739	\$ -
Information Technology	\$ 1,800	\$	450	\$	450	\$ -
Website Maintenance	\$ 1,200	\$	300	\$	300	\$ -
Postage & Delivery	\$ 1,000	\$	250	\$	68	\$ 182
Insurance	\$ 5,913	\$	5,913	\$	5,590	\$ 323
Copies	\$ 1,000	\$	250	\$	-	\$ 250
Legal Advertising	\$ 5,000	\$	1,250	\$	930	\$ 320
Administrative Contingency	\$ 2,768	\$	692	\$	132	\$ 560
Office Supplies	\$ 625	\$	156	\$	3	\$ 153
Dues, Licenses & Subscriptions	\$ 175	\$	175	\$	175	\$ -
Total General & Administrative	\$ 131,686	\$	38,500	\$	28,561	\$ 9,939

#### **Community Development District**

#### **General Fund**

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

	Adopted	Pro	orated Budget		Actual	
	Budget	Th	ru 12/31/23	Th	ru 12/31/23	Variance
Operations & Maintenance						
<u>Field Expenditures</u>						
Property Insurance	\$ 5,000	\$	5,000	\$	-	\$ 5,000
Field Management	\$ 15,000	\$	3,750	\$	-	\$ 3,750
Landscape Maintenancce	\$ 42,380	\$	10,595	\$	-	\$ 10,595
Landscape Replacement	\$ 5,000	\$	1,250	\$	-	\$ 1,250
Lake Maintenance	\$ 5,500	\$	1,375	\$	-	\$ 1,375
Streetlights	\$ 7,000	\$	1,750	\$	-	\$ 1,750
Electric	\$ 5,000	\$	1,250	\$	245	\$ 1,005
Water & Sewer	\$ 5,000	\$	1,250	\$	358	\$ 892
Sidewalk & Asphalt Maintenance	\$ 2,500	\$	625	\$	-	\$ 625
Irrigation Repairs	\$ 5,000	\$	1,250	\$	-	\$ 1,250
General Repairs & Maintenance	\$ 5,000	\$	1,250	\$	-	\$ 1,250
Field Contingency	\$ 20,000	\$	5,000	\$	-	\$ 5,000
Total Field Expenditures	\$ 122,380	\$	34,345	\$	603	\$ 33,742
Amenity Expenditures						
Amenity - Electric	\$ 3,600	\$	900	\$	-	\$ 900
Amenity - Water	\$ 1,250	\$	313	\$	-	\$ 313
Playground Lease	\$ 35,000	\$	8,750	\$	-	\$ 8,750
Internet	\$ 750	\$	188	\$	-	\$ 188
Pest Control	\$ 180	\$	45	\$	-	\$ 45
Janitorial Services	\$ 7,500	\$	1,875	\$	-	\$ 1,875
Security Services	\$ 20,000	\$	5,000	\$	-	\$ 5,000
Pool Maintenance	\$ 5,550	\$	1,388	\$	-	\$ 1,388
Amenity Access Management	\$ 1,250	\$	313	\$	-	\$ 313
Amenity Repairs & Maintenance	\$ 1,250	\$	313	\$	-	\$ 313
Amenity Contingency	\$ 5,000	\$	1,250	\$	-	\$ 1,250
Total Amenity Expenditures	\$ 81,330	\$	20,333	\$	-	\$ 20,333
Total Expenditures	\$ 335,396	\$	93,178	\$	29,164	\$ 64,014
Excess (Deficiency) of Revenues over Expenditures	\$ -			\$	161,413	
Fund Balance - Beginning	\$ -			\$	71,367	
Fund Balance - Ending	\$ -			\$	232,780	

#### **Community Development District**

#### **Debt Service Fund Series 2022**

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

	Adopted	Pro	rated Budget		Actual	
	Budget	Thr	ru 12/31/23	Th	ru 12/31/23	Variance
Revenues:						
Assessments - On Roll	\$ 1,084,417	\$	615,722	\$	615,722	\$ -
Assessments - Prepayments	\$ -	\$	-	\$	3,242,118	\$ 3,242,118
Interest	\$ -	\$	-	\$	39,163	\$ 39,163
Total Revenues	\$ 1,084,417	\$	615,722	\$	3,897,003	\$ 3,281,281
Expenditures:						
Interest - 11/1	\$ 484,803	\$	484,803	\$	484,803	\$ -
Special Call - 11/1	\$ -	\$	-	\$	1,955,000	\$ (1,955,000)
Principal - 5/1	\$ 250,000	\$	-	\$	-	\$ -
Interest - 5/1	\$ 484,803	\$	-	\$	-	\$ -
Total Expenditures	\$ 1,219,606	\$	484,803	\$	2,439,803	\$ (1,955,000)
Excess (Deficiency) of Revenues over Expenditures	\$ (135,189)			\$	1,457,200	
Fund Balance - Beginning	\$ 514,477			\$	3,567,714	
Fund Balance - Ending	\$ 379,288			\$	5,024,914	

**Community Development District** 

**Capital Project Fund Series 2022** 

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

	Adopted		Pro	rated Budget		Actual	
	Budget		Thr	ru 12/31/23	Th	ru 12/31/23	Variance
Revenues:							
Interest	\$ -		\$	-	\$	2	\$ 2
Developer Contributions	\$ -		\$	-	\$	465,005	\$ 465,005
Total Revenues	\$	-	\$	-	\$	465,007	\$ 465,007
Expenditures:							
Capital Outlay	\$	-	\$	-	\$	410,486	\$ (410,486)
Total Expenditures	\$	-	\$	-	\$	410,486	\$ (410,486)
Excess (Deficiency) of Revenues over Expenditures	\$	-			\$	54,522	
Fund Balance - Beginning	\$	-			\$	(1,082,249)	
Fund Balance - Ending	\$	-			\$	(1,027,727)	

#### Lake Deer Community Development District Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Revenues:													
Assessments - On Roll	\$	\$ - :	\$ 190,576 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	190,576
Total Revenues	\$ -	\$ 	\$ 190,576 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	190,576
Expenditures:													
General & Administrative:													
Supervisor Fees	\$ -	\$ 600	\$-\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	600
Engineering	\$ -	\$ 115	\$-\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	115
Attorney	\$ 620	\$ 2,354	\$ 660 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	3,634
Annual Audit	\$ -	\$ 	\$-\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
Assessment Administration	\$ 5,000	\$ - :	\$-\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	5,000
Arbitrage	\$ -	\$ - :	\$-\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	
Dissemination	\$ 942	\$ 442	\$ 442 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	1,825
Trustee Fees	\$ -	\$ - :	\$-\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
Management Fees	\$ 3,246	\$ 3,246	\$ 3,246 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	9,739
Information Technology	\$ 150	\$ 150	\$ 150 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	450
Website Maintenance	\$ 100	\$ 100	\$ 100 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	300
Postage & Delivery	\$ 5	\$ 16	\$ 47 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	68
Insurance	\$ 5,590	\$ - :	\$-\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	5,590
Copies	\$ -	\$ - :	\$-\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
Legal Advertising	\$ 930	\$ - :	\$-\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	930
Other Current Charges	\$ 38	\$ 55 5	\$ 39 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	132
Office Supplies	\$ 0	\$ 0 5	\$ 3\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	3
Dues, Licenses & Subscriptions	\$ 175	\$ - :	\$-\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	175
Total General & Administrative	\$ 16,797	\$ 7,078	\$ 4,686 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	28,561

#### Lake Deer Community Development District Month to Month

	 Oct	Nov	Dec	Jan	Feb	March	April	Μ	lay	June	July	Aug	Sept	Total
<b>Operations &amp; Maintenance:</b>														
Field Expenditures														
Property Insurance	\$ - \$	- \$	- \$	- \$	- \$	-	5 -	\$	- \$	- \$	- \$	- \$	- \$	-
Field Management	\$ - \$	- \$	- \$	- \$	- \$	-	5 -	\$	- \$	- \$	- \$	- \$	- \$	-
Landscape Maintenancce	\$ - \$	- \$	- \$	- \$	- \$	-	5 -	\$	- \$	- \$	- \$	- \$	- \$	-
Landscape Replacement	\$ - \$	- \$	- \$	- \$	- \$	-	- 5	\$	- \$	- \$	- \$	- \$	- \$	-
Lake Maintenance	\$ - \$	- \$	- \$	- \$	- \$	-	5 -	\$	- \$	- \$	- \$	- \$	- \$	-
Streetlights	\$ - \$	- \$	- \$	- \$	- \$	-	5 -	\$	- \$	- \$	- \$	- \$	- \$	-
Electric	\$ 79 \$	131 \$	36 \$	- \$	- \$	-	5 -	\$	- \$	- \$	- \$	- \$	- \$	245
Water & Sewer	\$ - \$	- \$	358 \$	- \$	- \$	-	5 -	\$	- \$	- \$	- \$	- \$	- \$	358
Sidewalk & Asphalt Maintenance	\$ - \$	- \$	- \$	- \$	- \$	-	5 -	\$	- \$	- \$	- \$	- \$	- \$	-
Irrigation Repairs	\$ - \$	- \$	- \$	- \$	- \$	-	5 -	\$	- \$	- \$	- \$	- \$	- \$	-
General Repairs & Maintenance	\$ - \$	- \$	- \$	- \$	- \$	-	5 -	\$	- \$	- \$	- \$	- \$	- \$	-
Field Contingency	\$ - \$	- \$	- \$	- \$	- \$	-	s -	\$	- \$	- \$	- \$	- \$	- \$	-
Total Field Expenditures	\$ 79 \$	131 \$	394 \$	- \$	- \$		; -	\$	- \$	- \$	- \$	- \$	- \$	603
Amenity Expenditures														
Amenity - Electric	\$ - \$	- \$	- \$	- \$	- \$	-	5 -	\$	- \$	- \$	- \$	- \$	- \$	-
Amenity - Water	\$ - \$	- \$	- \$	- \$	- \$	-		\$	- \$	- \$	- \$	- \$	- \$	
Playground Lease	\$ - \$	- \$	- \$	- \$	- \$	-		\$	- \$	- \$	- \$	- \$	- \$	
Internet	\$ - \$	- \$	- \$	- \$	- \$	-		\$	- \$	- \$	- \$	- \$	- \$	
Pest Control	\$ - \$	- \$	- \$	- \$	- \$	-	5 -	\$	- \$	- \$	- \$	- \$	- \$	-
Janitorial Services	\$ - \$	- \$	- \$	- \$	- \$	-	- 5	\$	- \$	- \$	- \$	- \$	- \$	-
Security Services	\$ - \$	- \$	- \$	- \$	- \$	-	- 5	\$	- \$	- \$	- \$	- \$	- \$	-
Pool Maintenance	\$ - \$	- \$	- \$	- \$	- \$	-		\$	- \$	- \$	- \$	- \$	- \$	
Amenity Access Management	\$ - \$	- \$	- \$	- \$	- \$	-	- 5	\$	- \$	- \$	- \$	- \$	- \$	-
Amenity Repairs & Maintenance	\$ - \$	- \$	- \$	- \$	- \$	-	- 5	\$	- \$	- \$	- \$	- \$	- \$	-
Amenity Contingency	\$ - \$	- \$	- \$	- \$	- \$	-		\$	- \$	- \$	- \$	- \$	- \$	-
Total Amenity Expenditures	\$ - \$	- \$	- \$	- \$	- \$	•	- 3	\$	- \$	- \$	- \$	- \$	- \$	-
Total Expenditures	\$ 16,876 \$	7,208 \$	5,080 \$	- \$	- \$	-	<b>š</b> -	\$	- \$	- \$	- \$	- \$	- \$	29,164
Excess Revenues (Expenditures)	\$ (16,876) \$	(7,208) \$	185,497 \$	- \$	- \$	-	· -	\$	- \$	- \$	- \$	- \$	- \$	161,413

### **Community Development District**

### Long Term Debt Report

Series 2022, Special A	ssessment Revenue Bonds	
Maturity Date:	5/1/53	
Optional Redemption Date:	5/1/37	
Reserve Fund Definition	Max Annual Debt Service	•
Reserve Fund Requirement	\$1,217,394	
Reserve Fund Balance	\$1,099,474	
Bonds Outstanding - 08/24/2022	\$	17,750,000
Special Call - 11/01/23	\$	(1,955,000)
Current Bonds Outstanding		\$15,795,000

#### Community Development District Special Assessment Receipt Schedule Fiscal Year 2024

							Gross Assessments Net Assessments	\$ 360,642.31 \$ 335,397.35	<pre>\$ 1,165,178.56 \$ 1,083,616.06</pre>	<pre>\$ 1,525,820.87 \$ 1,419,013.41</pre>
				01	N ROLL ASSESSMENT	S		23.64%	76.36%	100.00%
Date	Distribution	Distribution Period	Gross Amount	Commissions	Discount/Penalty	Interest	Net Receipts	O&M Portion	Series 2022 Debt Service	Total
12/1/12	CHK#193	1 % Fee	(\$15,258.21)	\$0.00	\$0.00	\$0.00	(\$15,258.21)	(\$3,606.42)	(\$11,651.79)	(\$15,258.21)
12/8/23	ACH	11/13/23 - 11/22/23	\$633,251.64	(\$12,158.47)	(\$25,328.36)	\$0.00	\$595,764.81	\$140,814.69	\$454,950.12	\$595,764.81
12/21/23	ACH	11/23/23 - 11/30/23	\$239,999.48	(\$4,607.99)	(\$9,599.74)	\$0.00	\$225,791.75	\$53,368.03	\$172,423.72	\$225,791.75
		TOTAL	\$ 857,992.91	\$ (16,766.46)	\$ (34,928.10)	\$ -	\$ 806,298.35	\$ 190,576.30	\$ 615,722.05	\$ 806,298.35

	57%	Net Percent Collected
\$	612,715.06	Balance Remaining to Collect