

Lake Deer
Community Development District

Meeting Agenda

November 20, 2024

AGENDA

Lake Deer

Community Development District

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

November 13, 2024

Board of Supervisors Meeting 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, November 20, 2024 at 2:00 PM** at the **Holiday Inn—Winter Haven, 200 Cypress Gardens Blvd., Winter Haven, FL 33880.**

Zoom Video Link: <https://us06web.zoom.us/j/87164892338>

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

Meeting ID: 871 6489 2338

Following is the advance agenda for the meeting:

Board of Supervisors Meeting

1. Roll Call
2. Public Comment Period (¹Speakers 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 September 18, 2024 Board of Supervisors Meeting
4. Consideration of Resolution 2025-01 Authorizing the Publication of Legal Advertisements and Public Notices on a Publicly Accessible Website in Polk County
5. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. Field Manger's Report
 - D. District Manager's Report
 - i. Approval of Check Register
 - ii. Balance Sheet & Income Statement
 - iii. Reminder: 4 Hours of Ethics Training Must be Completed by 12/31/24
6. Other Business
7. Supervisors Requests and Audience Comments
8. Adjournment

¹ Comments will be limited to three (3) minutes

MINUTES

**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, **September 18, 2024** at 2:20 p.m. at 346 E. Central Avenue, Winter Haven, Florida.

Present and constituting a quorum:

Rennie Heath
Bobbie Henley
Lindsey Roden

Chairman
Assistant Secretary
Assistant Secretary

Also present were:

Jill Burns
Savannah Hancock *by Zoom*
Rey Malave *by Zoom*
Chace Arrington *by Zoom*
Joel Blanco

District Manager, GMS
District Counsel, Kilinski Van Wyk
District Engineer, Dewberry
District Engineer, Dewberry
Field Manager, GMS

FIRST ORDER OF BUSINESS

Roll Call

Ms. Burns called the meeting to order at 2:20 p.m. and called the roll. Three Supervisors were present, constituting a quorum.

SECOND ORDER OF BUSINESS

Public Comment Period

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

THIRD ORDER OF BUSINESS

Organizational Matters

A. Acceptance of Resignation of Chuck Cavaretta

Ms. Burns stated that a letter of resignation for Chuck Cavaretta had been received. She asked for a motion to accept the resignation letter.

On MOTION by Mr. Heath, seconded by Ms. Roden, with all in favor, Accepting the Letter of Resignation from Chuck Cavaretta was approved.

B. Appointment to Fill Vacant Board Seat #5

Ms. Burns asked for a nomination to fill the vacancy in Seat #5. Ms. Emily Cassidy was nominated to fill the vacancy.

On MOTION by Ms. Henley, seconded by Ms. Roden, with all in favor, Appointing Emily Cassidy to Fill the Vacant Board Seat #5 was approved.

C. Administration of Oaths to Newly Appointed Supervisor

Ms. Burns provided the oath of office to Emily Cassidy.

D. Consideration of Resolution 2024-13 Appointing Assistant Secretary

Ms. Burns stated that this resolution will appoint Emily Cassidy as an Assistant Secretary of the District, filling Seat #5.

On MOTION by Ms. Henley, seconded by Ms. Roden with all in favor, Resolution 2024-06, Appointment of Emily Cassidy as Assistant Secretary, was approved.

FOURTH ORDER OF BUSINESS

**Approval of Minutes of the August 28, 2024
Board of Supervisors Meeting**

Ms. Burns presented the minutes from the August 28, 2024, Board of Supervisors meeting. She asked for any questions, comments, or corrections. The Board had no changes to the minutes.

On MOTION by Ms. Roden, seconded by Ms. Cassidy with all in favor, the Minutes of the August 28, 2024 Board of Supervisors Meeting, were approved.

FIFTH ORDER OF BUSINESS

**Consideration of Fiscal Year 2024 Audit
Services Engagement Letter with Grau &
Associates**

Ms. Burns reviewed the Fiscal Year 2024 audit services engagement letter with Grau & Associates. She noted that the renewal of the contract with Grau & Associates is, at most, \$5,800, which was in line with the original contract.

On MOTION by Ms. Henley, seconded by Ms. Roden, with all in favor, the Fiscal Year 2024 Audit Services Engagement Letter with Grau & Associates, was approved.

SIXTH ORDER OF BUSINESS

Ratification of Conveyance Documents

Ms. Burns states that the Conveyance Documents had already been executed and recorded, and they were looking for a motion to ratify those actions.

On MOTION by Ms. Henley, seconded by Ms. Cassidy with all in favor, the Conveyance Documents, were ratified.

SEVENTH ORDER OF BUSINESS

Staff Reports

A. Attorney

Ms. Hancock had nothing to report but asked that anyone with any questions or concerns please reach out.

B. Engineer

i. Consideration of Work Authorization 2025-1 for District Engineering Services

Mr. Malave stated he had nothing further to report unless there were any questions. Ms. Burns mentioned to Mr. Malave that they will do the work authorization for 2025 for engineering services and asked Mr. Malave if it was just the general fees for the upcoming year. Mr. Malave agreed, saying the new year starts October 1, 2024.

On MOTION by Ms. Roden, seconded by Ms. Cassidy with all in favor, Work Authorization 2025-1 for District Engineering Services, was approved.

C. Field Manager's Report

i. Consideration of Proposal for Pool Maintenance Services from Resort Pool Services

Mr. Blanco reported that they've done landscaping reviews throughout the District. Due to strong winds, they tied up a couple of crape myrtles that have bent a bit, but they're tied and staked. The Amenity sign remains installed on that common area road at the second entrance in anticipation for the Amenity opening. We've also conducted pond reviews throughout the District.

A lot of it looks neat. Any algae present is treated algae, and any invasive weeds present have been sprayed. We'll continue to monitor the progress of Amenity construction. About 90% of that Amenity is ready to go, there are just some minor details that are pending. A lot of the landscaping has been completed. The pool is filled, and the playground has been constructed. The dog park as well. We're only missing the construction of the small dog park equipment. Some of the fountains need to be adjusted. I believe a bike rack is also required, and we're also waiting for the pool permit to pass with Polk County. Aside from that, we have everything ready to go. For the Amenity, he noted that he included some proposals for pool maintenance, janitorial services, and pest control for the Board to consider. The pool service proposal is from Resort Pool Services. This is the same vendor that they use at Scenic Terrace. The proposal is for three times a week for \$2,600 a month and this is already in the budget.

On MOTION by Ms. Henley seconded by Ms. Roden, with all in favor, the Proposal for Pool Maintenance Services from Resort Pool Services was approved.

ii. Consideration of Proposal for Janitorial Services at Amenity from CSS

Mr. Blanco presented a proposal for janitorial services from CSS, also used at Scenic Terrace. The service is \$500 a month, and they also service pet waste stations when installed at the dog parks for \$10 per station. The janitorial services are three times a week. The \$500 per month fee includes all the janitorial services. There is an additional \$50 for trash bins at the playground area and \$10 per pet waste station. Mr. Blanco stated he is anticipating one for the small dog park and one for the large dog park.

Ms. Burns stated that the waste stations will cost \$100. She clarified that the dog waste stations and playgrounds have not yet been installed. Ms. Burns also indicated that she is unsure how many there will be. The amount for approval will be \$600 plus \$50, totaling \$650. It is possible that it could be \$750 per month if there are extra trash cans or pet waste stations. Ms. Burns proposed they finalize the contract amount when the playground is fully installed.

On MOTION by Ms. Henley, seconded by Ms. Cassidy, with all in favor, the Proposal for Janitorial Services at Amenity from CSS NTE \$750, was approved.

iii. Consideration of Proposal for Pest Control Services at Amenity from Massey Commercial Services

Mr. Blanco stated that the pest control from Massey is an annual fee of \$1,182.50 that is in the budget.

On MOTION by Ms. Henley, seconded by Ms. Cassidy, with all in favor, the Proposal for Pest Control Services at Amenity from Massey Commercial Services was approved.

iv. Consideration of Addendum to Landscape Maintenance Services Contract to Add Additional Tracts from Prince & Sons

Mr. Blanco stated that the Amenity tracts were installed, and the amount with everything included was \$84,380. He said that was the total amount for the entire community, amenities, and easement.

On MOTION by Ms. Henley, seconded by Ms. Roden, with all in favor, the Proposal of the Addendum to Landscape Maintenance Services Contract to Add Additional Tracts from Prince & Sons was approved.

D. District Managers Report

i. Approval of the Check Register

Ms. Burns presented the check register included in the agenda package for the Board's review and offered to answer any questions the Board had about the invoices totaling \$232,557.26 from August 17, 2024, to September 6, 2024.

On MOTION by Ms. Cassidy, seconded by Ms. Roden, with all in favor, the Check Register, was approved.

ii. Balance Sheet & Income Statement

Ms. Burns stated the financial statements were included in the agenda package for review. There is no action necessary from the Board.

EIGHTH ORDER OF BUSINESS

Other Business

There being no comments, the next item followed.

NINTH ORDER OF BUSINESS

**Supervisors Requests and Audience
Comments**

There being no comments, the next item followed.

TENTH ORDER OF BUSINESS

Adjournment

Ms. Burns asked for a motion to adjourn the meeting.

On MOTION by Ms. Henley, seconded by Ms. Roden, with all in favor, the meeting was adjourned.

Secretary/Assistant Secretary

Chairman/Vice Chairman

SECTION IV

RESOLUTION 2025-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LAKE DEER COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING THE PUBLICATION OF LEGAL ADVERTISEMENTS AND PUBLIC NOTICES ON A PUBLICALLY ACCESSABLE WEBSITE; GRANTING THE AUTHORITY TO EXECUTE A PARTICIPATION AGREEMENT WITH POLK COUNTY; APPROVING THE FORM OF GOVERNMENT AGENCY ORDER; PROVIDING FOR NOTICE OF THE USE OF PUBLICALLY ACCESSABLE WEBSITE; AUTHORIZING THE DISTRICT MANAGER TO TAKE ALL ACTIONS NECESSARY TO COMPLY WITH CHAPTER 50, FLORIDA STATUTES AND POLK COUNTY ORDINANCE 2024-041 AND IMPLIMENTING RESOLUTIONS; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Lake Deer Community Development District (“**District**”) is a local unit of special purpose government¹ created and existing pursuant to Chapter 190, Florida Statutes, and situated within Polk County, Florida; and

WHEREAS, the District is a political subdivision of the State of Florida and a “governmental agency” as that term is defined in Section 1.01(8) and Section 50.0311, Florida Statutes; and

WHEREAS, Chapter 50, Florida Statutes, provides that a governmental agency may publish certain statutorily required legal advertisements, publications and notices on a Publicly Accessible Website, as defined below, if the cost of publication is less than the cost of publication in a newspaper; and

WHEREAS, the District Board of Supervisors has determined that the cost of publication of legally required advertisements and public notices on the Polk County Publicly Accessible Website is less than the cost of publishing advertisements and public notices in a newspaper; and

WHEREAS, Polk County, Florida has adopted Ordinance 2024-041 and Resolutions 24-124 and 24-125 (“County Regulations”), designating the Publicly Accessible Website of URL <http://polkcounty.column.us/search> (“Publicly Accessible Website”) for the publication of Legal Notices and Advertisements, such Ordinance and Resolutions are hereby adopted by this reference as if fully set forth herein; and

¹ Section 190.003(6), FS

WHEREAS, Polk County Resolution 2024-124 also designates the Publicly Accessible Website for the use of governmental agencies within Polk County; and

WHEREAS, the District desires to publish all legal advertisements and public notices on the Publicly Accessible Website to the extent authorized by law; and

WHEREAS, the District's Board of Supervisors finds that granting to the District Manager and the Chairman the Authority to enter into the Participation Agreement and the Government Agency Order in the substantial form as set forth in Composite Exhibit A, attached hereto and incorporated by this reference, is in the best interests of the District.

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

1. INCORPORATION OF RECITALS. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Resolution.

2. AUTHORIZATION. The District hereby authorizes the use of the Publicly Accessible Website, as allowed by law, to be used for the publication of legal advertisements and public notices.

3. DELEGATION OF AUTHORITY. The District Manager and the Chairman are hereby authorized to sign, accept or execute a Participation Agreement and Government Agency Order in substantially the form attached hereto as Composite Exhibit A.

4. PUBLICATION OF NOTICE AND REGISTRY. The District Manager shall cause notice of the use of the Publicly Accessible Website for legal advertisements and public notices to be published annually in a newspaper of general circulation within the jurisdiction of the District and to maintain a registry of property owners and residents as set forth in Section 50.0311(6), Florida Statutes.

5. AUTHORIZATION. The District Manager is hereby authorized to take all actions necessary to provide for the implementation of this Resolution and comply with the specific requirements of Section 50.0311 and the County Regulations.

6. CONFLICTING PROVISIONS. All District Rules, Policies or Resolutions in conflict with this Resolution are hereby suspended.

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

8. EFFECTIVE DATE. This Resolution shall take effect upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED THIS 13TH DAY OF NOVEMBER 2024.

**LAKE DEER COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/ Assistant Secretary

Print Name: _____

Chair/ Vice Chair

Print Name: _____

Composite Exhibit A

Governmental Agency Order

D-R Media and Investments, LLC Publicly Accessible Website Agreement

This Order is between County/[Governmental Agency] ("County")/("Governmental Agency") and D-R Media and Investments, LLC ("Contractor" or "D-R Media") pursuant to Contractor's Agreement with Polk County. Contractor affirms that the representations and warranties in the Agreement are true and correct as of the date this Order is executed by Contractor. In the event of any inconsistency between this Order and the Agreement, the provisions of the Agreement shall govern and control.

Services to be provided pursuant to this Order:

[COMPOSE SIMPLE SUMMARY INCLUDING GO-LIVE DATE]

The time period for this Order, unless otherwise extended or terminated by either party, is as follows:

Contractor shall provide notices on the Publicly Accessible Website at no charge to the County/Governmental Agency as provided in the Agreement.

Additional Terms:

- a. **Form of Notice.** County/Governmental Agency shall comply with all applicable requirements, obligations, duties, and procedures set forth in Chapter 50, Florida Statutes ("Notice Requirements"), as may be amended from time to time, relating to any Notices published on the Website. County/Governmental Agency shall be solely responsible for compliance with the Notice Requirements.
- b. **Sovereign Immunity.** Nothing contained in this Agreement shall be deemed a waiver, expressed or implied, of the County/Governmental Agency's sovereign immunity or an increase in the limits of liability pursuant to Section 768.28, Florida Statutes, regardless of whether any such obligations are based in tort, contract, statute, strict

liability, negligence, product liability or otherwise nor shall anything included herein be construed as consent by County/Governmental Agency to be sued by a third party in any matter arising out of this Order.

c. Notices. Parties shall ensure any Notices are provided in accordance with the "Notices" section of the Agreement at the address for Contractor listed in the Agreement and the address for County/Governmental Agency listed in the Participation Agreement.

d. Public Records. The provisions of Section 119.0701 are hereby incorporated as if fully set forth herein. Governmental Agency's public records custodian is as follows:

Warranties and Disclaimer.

a. Each person signing this Order, represents and warrants that they are duly authorized and have legal capacity to execute and bind the respective party to the terms and conditions of this Order. Each party represents and warrants to the other that the execution and delivery of the Order and the performance of such Party's obligations thereunder have been duly authorized and that this Order is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.

b. D-R Media warrants that the Services will perform substantially in accordance with the Agreement, documentation, and marketing proposals, and free of any material defect. D-R Media warrants to the Governmental Agency that, upon notice given to D-R Media of any defect in design or fault or improper workmanship, D-R Media shall remedy any such defect. D-R Media makes no warranty regarding, and will have no responsibility for, any claim arising out of: (i) a modification of the Services made by anyone other than D-R Media, even in a situation where D-R Media approves of such modification in writing; or (ii) use of the Services in combination with a third-party service, web hosting service, or server not authorized by D-R Media.

c. EXCEPT FOR THE EXPRESS WARRANTIES IN THE AGREEMENT AND THIS ORDER, D-R MEDIA HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF

MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM A PRIOR COURSE OF DEALING.

d. EACH PROVISION OF THIS ORDER THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS ORDER BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY D-R MEDIA TO GOVERNMENTAL AGENCY AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS ORDER.

Ownership and Content Responsibility.

a. Upon completion of the Initial Implementation and go-live date, County/Governmental Agency shall assume full responsibility for County/Governmental Agency Content maintenance and administration. County/Governmental Agency, not D- R Media, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Governmental Agency Content.

b. At any time during the term of the applicable Order, County/Governmental Agency shall have the ability to download the County/Governmental Agency Content and export the County/Governmental Agency data through the Services.

Responsibilities of the Parties.

a. D-R Media will not be liable for any failure of performance that is caused by or the result of any act or omission by Governmental Agency or any entity employed/contracted on the Governmental Agency's behalf.

b. County/Governmental Agency shall be responsible for all activity that occurs under County/Governmental Agency's accounts by or on behalf of County/Governmental Agency. County/Governmental Agency agrees to (a) be solely responsible for all designated and authorized individuals chosen by Governmental Agency ("User") activity, which must be in accordance with this Order; (b) be solely responsible for County/Governmental Agency content and data; (c) obtain and maintain during the term

all necessary consents, agreements and approvals from end-users, individuals, or any other third parties for all actual or intended uses of information, data, or other content County/Governmental Agency will use in connection with the Services; (d) use commercially reasonable efforts to prevent unauthorized access to, or use of, any User's log-in information and the Services, and notify D-R Media promptly of any known unauthorized access or use of the foregoing; and (e) use the Services only in accordance with applicable laws and regulations.

c. The Parties shall comply with all applicable local, state, and federal laws, treaties, regulations, and conventions in connection with its use and provision of any of the Services or D-R Media Property.

d. In the event of a security breach at the sole fault of the negligence, malicious actions, omissions, or misconduct of D-R Media, D-R Media, as the data custodian, shall comply will all remediation efforts as required by applicable federal and state law.

(Signatures appear on the following page.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Order,
effective as of the date the last party signs this Order.

GOVERNMENTAL AGENCY NAME

ATTEST:

By: _____
GOVERNMENTAL AGENCY NAME/TITLE

CITY CLERK

Print Name
____ day of _____, 20__

Contractor

Signature

Print/Type Name

Title

**Form Participation Agreement for Publication of Legal Notices on County Designated
Publicly Accessible Website**

This Form Participation Agreement ("Participation Agreement") is made and entered into by and between Polk County, a political subdivision of the State of Florida ("County"), and _____, a local government existing under the laws of the State of Florida ("Local Government") (each a "Party," and collectively the "Parties").

RECITALS

- A. During the 2022 legislative session, the Florida Legislature enacted House Bill 7049, which created Section 50.0311, Florida Statutes.
- B. Effective January 1, 2023, Section 50.0311, Florida Statutes, authorizes a local governmental agency to publish legal notices under specified conditions on a publicly accessible website, owned or designated by the applicable county, instead of in a print newspaper.
- C. Local Government represents that it is a governmental agency as defined in Section 50.0311, Florida Statutes. Local Government desires to utilize County's designated publicly accessible website for certain required notices and advertisements.
- D. Pursuant to Section 50.0311, Florida Statutes, County designated the website operated by D-R Media ("Website") as County's publicly accessible website for publication of notices and advertisements ("Publications").

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- 1. Recitals. The truth and accuracy of each clause set forth above is acknowledged by the Parties.
- 2. Designation of Website. County has entered into an agreement with Website ("Website Contract") for Publications. County may at any time, upon at least ninety (90) days prior to written notice to Local Government in accordance with the Notices section of this

Participation Agreement, designate a different entity as County's publicly accessible website pursuant to Section 50.0311, Florida Statutes. Parties shall consider any such new designation as automatically effective upon the date stated in County's notice without the need for an amendment to this Participation Agreement, and upon the effective date the new website shall be the "Website" for purposes of this Participation Agreement.

3. Utilization of Website. Local Government may utilize the Website for its Publications if and to the extent it elects to do so. Nothing in this Participation Agreement obligates Local Government to utilize the Website for any Publication. However, any utilization of Website by Local Government for Publications pursuant to Section 50.0311, Florida Statutes, shall be obtained exclusively through the Website Contract and not through any other contract or procurement method. Local Government agrees that no other website is County's designated publicly accessible website, and Local Government agrees it may not take any action to challenge or otherwise attempt to disqualify the designation of Website (or any substitute website pursuant to Section 2 above) as the properly designated website of County pursuant to Section 50.0311, Florida Statutes.

4. Term. The term of this Participation Agreement shall commence upon the date it is fully executed by the Parties ("Effective Date") and shall continue until terminated by either Party as otherwise provided herein.

5. Compliance with Notice Requirements. For the duration of this Participation Agreement, Local Government shall comply with all applicable requirements, obligations, duties, and procedures set forth in Chapter 50, Florida Statutes ("Notice Requirements"), as may be amended from time to time, relating to any Publications published on the Website. County shall have no responsibility for ensuring that Local Government, the Website, or the Publications comply with the Notice Requirements or any other applicable law, rule, or regulation.

6. County Actions are Ministerial. Local Government acknowledges that any and all Publications of Local Government are prepared by Local Government and not by County. Local Government shall construe any and all actions of County in conjunction with, or

relating to, the designation of the Website for use by Local Government as, purely ministerial acts.

7. Costs and Payment. Local Government shall be solely responsible for the timely payment of all fees and costs associated with its Publications and use of the Website. Local Government shall utilize the Website Contract to obtain from Website any applicable services Local Government requires relating to Publications and shall pay Website directly for all such services provided in connection with Publications. Additionally, Local Government shall be solely responsible for payment of any and all mailing costs or other costs associated with the Publications or otherwise incurred relating to the Publications pursuant to Chapter 50, Florida Statutes, including without limitation Section 50.0311(6), Florida Statutes. County shall not be responsible for any fees or costs associated with: (a) use of the Website by Local Government; (b) any Publication; or (c) compliance with Chapter 50, Florida Statutes. Local Government recognizes and agrees that if Local Government fails to timely pay Website, then Website may terminate Local Government's access to the Website, and County shall have no liability to Local Government for such termination or lack of access, or any subsequent costs which Local Government might incur due to such termination or lack of access. Likewise, Local Government acknowledges that County has no control over payment processing services.

8. Sovereign Immunity. Except to the extent sovereign immunity may be deemed waived by entering into this Participation Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by either Party nor shall anything included herein be construed as consent by either Party to be sued by a third party in any matter arising out of this Participation Agreement.

9. Indemnification. Local Government shall indemnify and hold harmless County and all of County's current, past, and future officers, agents, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Participation Agreement, and caused

or alleged to be caused, in whole or in part, by any breach of this Participation Agreement by Local Government, or any intentional, reckless, or negligent act or omission of Local Government, its officers, employees, or agents, arising from, relating to, or in connection with this Participation Agreement or any Publication. The obligations of this section shall survive the expiration or earlier termination of this Participation Agreement.

10. Termination.

10.1. Termination without cause. Either Party may terminate this Participation Agreement without cause upon at least ninety (90) days' prior written notice to the other Party.

10.2. Termination with cause. If the Party in breach has not corrected the breach within thirty (30) days after receipt of written notice from the aggrieved Party identifying the breach, then the aggrieved Party may terminate this Participation Agreement for cause.

10.3. Automatic Termination. If the publication of electronic notices is determined to be illegal by a court of competent jurisdiction, or if the Florida Legislature modifies Florida law to prohibit utilization of County's designated publicly accessible website for Publications, then this Participation Agreement will be deemed automatically terminated upon such finding becoming final or such law becoming effective, as applicable.

11. Notices. In order for a notice to a Party to be effective under this Participation Agreement, notice must be sent via U.S. first-class mail, with a contemporaneous copy sent via e-mail, to the addresses listed below and shall be effective upon mailing. The addresses for notice shall remain as set forth herein unless and until changed by providing notice of such change in accordance with the provisions of this section.

FOR COUNTY:

County Manager

Polk County Board of County Commissioners

P.O. Box 9005

Bartow, Florida 33830

With a copy to:

County Attorney

Polk County Board of County Commissioners

P.O. Box 9005, Drawer AT01 Bartow,

Florida 33830

FOR LOCAL GOVERNMENT:

Email address: _____

12. Prior Agreements. Parties shall consider this Participation Agreement as representing the final and complete understanding of the subject matter of this Participation Agreement and supersedes all prior and contemporaneous negotiations and discussions regarding same. All commitments, agreements, and understandings of the Parties concerning the subject matter of this Participation Agreement are contained herein.

13. Assignment. Neither this Participation Agreement nor any term or provision hereof or right hereunder may be assignable by either Party without the prior written consent of the other Party. Any assignment, transfer, encumbrance, or subcontract in violation of this section shall be void and ineffective.

14. Interpretation. The headings contained in this Participation Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Participation Agreement. All personal pronouns used in this Participation Agreement shall include any other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein" refer to this Participation Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Participation Agreement, such reference is to the section or article as a whole, including all of

the subsections of such section, unless the reference is made to a particular subsection or subparagraph of such section or article.

15. Third-Party Beneficiaries. Neither Local Government nor County intends to directly or substantially benefit a third party by this Participation Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Participation Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Participation Agreement.

16. Law. Jurisdiction. Venue. Waiver of Jury Trial. This Participation Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Participation Agreement shall be in the state courts of the Tenth Judicial Circuit in and for Polk County, Florida. If any claim arising from, related to, or in connection with this Participation Agreement must be litigated in federal court, then the exclusive venue for any such lawsuit shall be in the United States District Court, or the United States Bankruptcy Court, for the Middle District of Florida. EACH PARTY EXPRESSLY, VOLUNTARILY, INTENTIONALLY, IRREVOCABLY, AND KNOWINGLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS PARTICIPATION AGREEMENT.

17. Amendments. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Participation Agreement and executed on behalf of County and Local Government, respectively, by persons authorized to execute same on their behalf.

18. Representation of Authority. Each individual executing this Participation Agreement on behalf of a Party represents and warrants that they are, on the date they sign this Participation Agreement, duly authorized by all necessary and appropriate action to execute this Participation Agreement on behalf of such Party and that they do so with full legal authority.

19. Counterparts and Multiple Originals. This Participation Agreement may be executed in multiple originals, and may be executed in counterparts, whether signed

physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Participation Agreement.

20. Materiality and Waiver or Breach. Each requirement, duty, and obligation set forth herein was bargained for at arm's-length. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Participation Agreement, and each is, therefore, a material term. Any Party's failure to enforce any provision of this Participation Agreement shall not be deemed a waiver of such provision or modification of this Participation Agreement. A waiver of any breach of a provision of this Participation Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Participation Agreement. For a waiver to be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.

21. Compliance with Laws. Each Party shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Participation Agreement.

(Remainder of this page intentionally left blank.)

IN WITNESS WHEREOF, the Parties have signed this Agreement and through their duly authorized signatories on the dates noted below their names.

ATTEST:

Stacy M. Butterfield
Clerk to the Board

POLK COUNTY

a political subdivision of the State of Florida

By: _____
Deputy Clerk

By: _____
County Manager

Date:

ATTEST:

Local Government.

Signature

Signature

Print Name

Print Name

Title

Title

SECTION V

SECTION C



Lake Deer CDD

Field Management Report



September 18th, 2024

Joel Blanco

Field Manager

GMS

Site Item

Hurricane Review (Pre & Post)

- GMS staff conducted both pre- and post-hurricane reviews throughout the district.
- Front Perimeter fence along Marigold Ave. experienced several sections of damages due to Hurricane Milton. Maintenance staff collected and organized fencing material to determine if material is salvageable. Fence repair proposal was received and submitted as an insurance claim.
- Amenity pool was found excessive amount of sand due to surrounding construction. Pool vendor was notified and has serviced the pool for removal.
- Several trees throughout the district including 2 sabal palms surrounding the pool were found leaning and in need of brace reinstallation and staking. Landscaping vendor was notified and has completed brace installation and staking.
- Several street sign post—stop signs, speed limit signs, and street blades were found leaning. Staff has compiled a list and has scheduled the maintenance staff for repair.



Site Item

Overall District Review

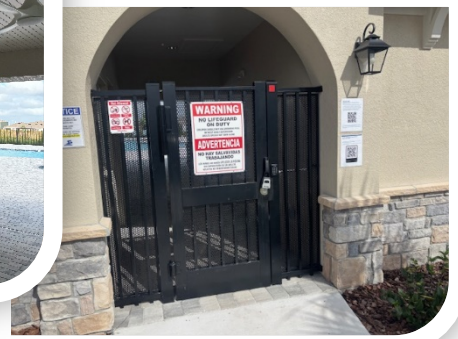
- ✚ GMS staff has continued to review the entire district—landscaping and pond reviews.
- ✚ Landscaping throughout the district remains in satisfactory conditions—neat and tidy including all pond easements.
- ✚ Landscaping on the amenity tract remains in presentable and manicured conditions in anticipation of amenity opening.
- ✚ Ponds remain in great conditions with vendor spraying evasive edge grasses and applying algae treatment in several ponds when spotted.



In Progress

Amenity Review

- ✚ GMS staff has continued monitoring amenity construction progress.
- ✚ Dog park equipment installation was completed in both small and large dog portion.
- ✚ Minor repairs—section of border missing and reinforcing park benches were completed in anticipation of final inspection.
- ✚ Pool maintenance vendor has started servicing the pool on a weekly basis in anticipation of final inspection.
- ✚ Amenity specific signage has been installed throughout—dog park, playground, and pool signage in anticipation of amenity opening.
- ✚ Possible amenity opening is anticipated for the week of 11/18, per construction.



Conclusion

For any questions or comments regarding the above information, please contact me by phone at 786-238-9473, or by email at jblanco@gmscfl.com. Thank you.

Respectfully,
Joel Blanco

SECTION D

SECTION 1

Lake Deer

Community Development District

Summary of Check Register

September 7, 2024 to October 31, 2024

Bank	Date	Check No.'s	Amount
General Fund	9/10/24	313-314	\$ 9,017.30
	9/17/24	315-318	\$ 137,516.35
	9/23/24	319-320	\$ 9,882.00
	9/25/24	321	\$ 1,116.74
	10/1/24	322	\$ 200.00
	10/3/24	323	\$ 114,634.60
	10/7/24	324-325	\$ 4,085.63
	10/15/24	326-328	\$ 14,741.42
	10/23/24	329-331	\$ 7,631.75
	10/28/24	332-335	\$ 13,042.10
	10/29/24	336-337	\$ 59,905.45
			<hr/> \$ 371,773.34
Total Amount			\$ 371,773.34

AP300R		YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER						RUN 11/11/24		PAGE 1	
*** CHECK DATES 09/07/2024 - 10/31/2024 ***		LAKE DEER CDD GENERAL FUND									
		BANK A GENERAL FUND									
CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE		...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS		VENDOR NAME		STATUS	AMOUNT	....CHECK..... AMOUNT #	
9/10/24	00055	7/26/24	F3174364	202407	320-53800-43200			*	7,967.30		
		WATER & SEWER		ACCT 1149		PENN CREDIT CORPORATION				7,967.30	000313
9/10/24	00047	9/01/24	PSI10610	202409	320-53800-47000			*	1,050.00		
		LAKE MAINTENANCE		SEP24		SOLITUDE LAKE MANAGEMENT LLC DBA				1,050.00	000314
9/17/24	00003	9/03/24	25165	202409	320-53800-45000			*	310.00		
		PACKAGE-PROPERTY ADDED						*	189.00		
		9/10/24	25500	202409	320-53800-45000			*	3,194.00		
		PROPERTY/INLAND MARINE AD									
		9/10/24	25502	202409	300-15500-10000			*			
		FY25 INSURANCE POLICY ADJ				EGIS INSURANCE ADVISORS, LLC				3,693.00	000315
9/17/24	00001	9/01/24	57	202409	310-51300-34000			*	3,246.25		
		MANAGEMENT FEES SEP24						*	100.00		
		9/01/24	57	202409	310-51300-35200			*	150.00		
		WEBSITE ADMIN SEP24						*	441.67		
		9/01/24	57	202409	310-51300-35100			*	2.68		
		INFORMATION TECH SEP24						*	43.15		
		9/01/24	57	202409	310-51300-31300			*	625.00		
		DISSEMINATION SVCS SEP24									
		9/01/24	57	202409	310-51300-51000			*			
		OFFICE SUPPLIES SEP24						*			
		9/01/24	57	202409	310-51300-42000			*			
		POSTAGE SEP24						*			
		9/01/24	58	202409	320-53800-34000			*			
		FIELD MANAGEMENT SEP24				GOVERNMENTAL MANAGEMENT SERVICES				4,608.75	000316
9/17/24	00006	9/10/24	10227	202408	310-51300-31500			*	2,454.60		
		GENERAL COUNSEL AUG24				KILINSKI VAN WYK, PLLC				2,454.60	000317
9/17/24	00035	8/26/24	11396	202409	300-20700-10200			*	126,760.00		
		031 FR#46				STEWART & ASSOCAITES PROPERTY SVC				126,760.00	000318
9/23/24	00001	9/15/24	59	202409	300-15500-10000			*	5,250.00		
		ASSESSMENT ROLL FY25				GOVERNMENTAL MANAGEMENT SERVICES				5,250.00	000319
9/23/24	00048	9/01/24	14138	202409	320-53800-46200			*	4,632.00		
		LANDSCAPE MAINT SEP24				PRINCE & SONS, INC.				4,632.00	000320

LKDR LAKE DEER				NSOLER							

AP300R	YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER										RUN 11/11/24	PAGE 2
*** CHECK DATES 09/07/2024 - 10/31/2024 ***												
LAKE DEER CDD GENERAL FUND												
BANK A GENERAL FUND												
CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #				
9/25/24	00043	9/24/24 09242024	202409 300-20700-10000	ASSESSMENT TRANSFER S2022	*	1,116.74						
								LAKE DEER CDD C/O US BANK				
								1,116.74 000321				
10/01/24	00001	8/31/24 60	202408 330-57200-49000	DELIVERY/SIGN INTALLATION	*	200.00						
								GOVERNMENTAL MANAGEMENT SERVICES				
								200.00 000322				
10/03/24	00052	8/25/24 PAYAPP#7	202410 300-20700-10200	031 FR#47	*	114,634.60						
								HENKELMAN CONSTRUCTION, INC.				
								114,634.60 000323				
10/07/24	00042	8/31/24 00066408	202408 310-51300-48000	NOT BOS MEETING	*	691.08						
		9/30/24 00067007	202409 310-51300-48000	BOS MEETING DATES FY25	*	364.04						
								GANNETT MEDIA CORP DBA GANNETT				
								1,055.12 000324				
10/07/24	00050	10/07/24 10072024	202410 300-15500-10000	PLAYGROUND LEASE NOV24	*	3,030.51						
								THM LEASING, LLC				
								3,030.51 000325				
10/15/24	00001	10/01/24 61	202410 310-51300-34000	MANAGEMENT FEES OCT24	*	3,541.67						
		10/01/24 61	202410 310-51300-35200	WEBSITE ADMIN OCT24	*	105.00						
		10/01/24 61	202410 310-51300-35100	INFORMATION TECH OCT24	*	157.50						
		10/01/24 61	202410 310-51300-31300	DISSEMINATION SVCS OCT24	*	463.75						
		10/01/24 61	202410 330-57200-48300	AMENITY ACCESS OCT24	*	1,041.67						
		10/01/24 61	202410 310-51300-51000	OFFICE SUPPLIES OCT24	*	2.80						
		10/01/24 61	202410 310-51300-42000	POSTAGE OCT24	*	97.03						
		10/01/24 62	202410 320-53800-34000	FIELD MANAGEMENT OCT24	*	1,250.00						
								GOVERNMENTAL MANAGEMENT SERVICES				
								6,659.42 000326				
10/15/24	00048	10/01/24 14650	202410 320-53800-46200	LANDSCAPE MAINT OCT24	*	7,032.00						
								PRINCE & SONS, INC.				
								7,032.00 000327				
10/15/24	00047	10/01/24 PSI11357	202410 320-53800-47000	LAKE MAINTENANCE OCT24	*	1,050.00						
								SOLITUDE LAKE MANAGEMENT LLC DBA				
								1,050.00 000328				
				LKDR LAKE DEER	NSOLER							

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
10/23/24	00002	10/01/24 91457	202410 310-51300-54000	SPECIAL DISTRICT FEE FY25	*	175.00	
				DEPARTMENT OF ECONOMIC OPPORTUNITY			175.00 000329
10/23/24	00006	10/17/24 10616	202409 310-51300-31500	GENERAL COUNSEL SEP24	*	3,425.50	
				KILINSKI VAN WYK, PLLC			3,425.50 000330
10/23/24	00039	9/25/24 7481552	202409 310-51300-32300	TRUSTEE FEES S2022	*	4,031.25	
				US BANK			4,031.25 000331
10/28/24	00013	10/22/24 22424942	202409 310-51300-31100	GENERAL ENGINEERING SEP24	*	115.00	
				DEWBERRY ENGINEERS INC.			115.00 000332
10/28/24	00038	10/17/24 5	202410 310-51300-31300	AMORT SERIES 2022 11-1-24	*	100.00	
				DISCLOSURE SERVICES LLC			100.00 000333
10/28/24	00056	10/18/24 25079	202410 330-57200-48500	HURRICANE CLEAN UP	*	250.00	
		10/21/24 25200	202410 330-57200-48500	PRO RATE POOL MAINT OCT24	*	598.00	
				MCDONNELL CORPORATION DBA RESORT			848.00 000334
10/28/24	00040	10/15/24 4652187	202410 300-15500-10000	1% ADMIN FEE-DEBT	*	6,845.76	
		10/15/24 4652188	202410 300-15500-10000	1% ADMIN FEE-MAINT	*	5,133.34	
				POLK COUNTY PROPERTY APPRAISER			11,979.10 000335
10/29/24	00052	9/25/24 PAYAPP#9	202410 300-20700-10200	031 FR#48	*	58,280.45	
				HENKELMAN CONSTRUCTION, INC.			58,280.45 000336
10/29/24	00017	10/04/24 1975	202410 300-20700-10200	031 FR#48	*	1,625.00	
				WOOD & ASSOCIATES ENGINEERING LLC			1,625.00 000337
TOTAL FOR BANK A						371,773.34	
TOTAL FOR REGISTER						371,773.34	

LKDR LAKE DEER NSOLER

SECTION 2

Lake Deer
Community Development District

Unaudited Financial Reporting
September 30, 2024



Table of Contents

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5	<u>Capital Project Fund Series 2022</u>
6-7	<u>Month to Month</u>
8	<u>Long Term Debt Report</u>
9	<u>Assessment Receipt Schedule</u>

Lake Deer
Community Development District
Combined Balance Sheet
September 30, 2024

	General Fund		Debt Service Fund		Capital Project Fund		Totals Governmental Funds	
Assets:								
Cash:								
Operating Account-Wells Fargo	\$	247,680	\$	-	\$	-	\$	247,680
Due from Developer	\$	-	\$	-	\$	185,560	\$	185,560
Due from General Fund	\$	-	\$	1,117	\$	-	\$	1,117
Investments:								
Series 2022								
Reserve	\$	-	\$	635,119	\$	-	\$	635,119
Revenue	\$	-	\$	649,516	\$	-	\$	649,516
Prepayment	\$	-	\$	10,117	\$	-	\$	10,117
Construction	\$	-	\$	-	\$	57	\$	57
Prepaid Expenses	\$	38,292	\$	-	\$	-	\$	38,292
Total Assets	\$	285,972	\$	1,295,869	\$	185,617	\$	1,767,457
Liabilities:								
Accounts Payable	\$	8,827	\$	-	\$	185,560	\$	194,387
Total Liabilites	\$	8,827	\$	-	\$	185,560	\$	194,387
Fund Balance:								
Nonspendable:								
Prepaid Items	\$	38,292	\$	-	\$	-	\$	38,292
Restricted for:								
Debt Service	\$	-	\$	1,295,869	\$	-	\$	1,295,869
Capital Project					\$	57	\$	57
Unassigned	\$	238,853	\$	-	\$	-	\$	238,853
Total Fund Balances	\$	277,145	\$	1,295,869	\$	57	\$	1,573,070
Total Liabilities & Fund Balance	\$	285,972	\$	1,295,869	\$	185,617	\$	1,767,457

Lake Deer
Community Development District
General Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending September 30, 2024

	Adopted	Prorated Budget	Actual	
	Budget	Thru 09/30/24	Thru 09/30/24	Variance
Revenues:				
Special Assessments - Tax Roll	\$ 335,396	\$ 335,396	\$ 343,711	\$ 8,315
Total Revenues	\$ 335,396	\$ 335,396	\$ 343,711	\$ 8,315
Expenditures:				
<u>General & Administrative:</u>				
Supervisor Fees	\$ 12,000	\$ 12,000	\$ 3,400	\$ 8,600
Engineering	\$ 15,000	\$ 15,000	\$ 3,425	\$ 11,575
Attorney	\$ 25,000	\$ 25,000	\$ 21,095	\$ 3,905
Annual Audit	\$ 6,000	\$ 6,000	\$ 5,600	\$ 400
Assessment Administration	\$ 5,000	\$ 5,000	\$ 5,000	\$ -
Arbitrage Rebate	\$ 450	\$ 450	\$ -	\$ 450
Dissemination Agent	\$ 5,300	\$ 5,300	\$ 7,300	\$ (2,000)
Trustee Fees	\$ 4,500	\$ 4,500	\$ 4,031	\$ 469
Management Fees	\$ 38,955	\$ 38,955	\$ 38,955	\$ -
Information Technology	\$ 1,800	\$ 1,800	\$ 1,800	\$ -
Website Maintenance	\$ 1,200	\$ 1,200	\$ 1,200	\$ -
Postage & Delivery	\$ 1,000	\$ 1,000	\$ 734	\$ 266
Insurance General Liability	\$ 5,913	\$ 5,913	\$ 5,590	\$ 323
Printing & Binding	\$ 1,000	\$ 1,000	\$ 1	\$ 999
Legal Advertising	\$ 5,000	\$ 5,000	\$ 4,640	\$ 360
Administrative Contingency	\$ 2,768	\$ 2,768	\$ 596	\$ 2,172
Office Supplies	\$ 625	\$ 625	\$ 15	\$ 610
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ 175	\$ -
Total General & Administrative	\$ 131,686	\$ 131,686	\$ 103,557	\$ 28,129

Lake Deer
Community Development District
General Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending September 30, 2024

	Adopted	Prorated Budget	Actual	
	Budget	Thru 09/30/24	Thru 09/30/24	Variance
<u>Operations & Maintenance</u>				
Field Expenditures				
Property Insurance	\$ 5,000	\$ 5,000	\$ 1,567	\$ 3,433
Field Management	\$ 15,000	\$ 15,000	\$ 3,750	\$ 11,250
Landscape Maintenance	\$ 42,380	\$ 42,380	\$ 31,992	\$ 10,388
Landscape Replacement	\$ 5,000	\$ 5,000	\$ -	\$ 5,000
Lake Maintenance	\$ 5,500	\$ 5,500	\$ 7,350	\$ (1,850)
Streetlights	\$ 7,000	\$ 7,000	\$ -	\$ 7,000
Electric	\$ 5,000	\$ 5,000	\$ 692	\$ 4,308
Water & Sewer	\$ 5,000	\$ 5,000	\$ 49,270	\$ (44,270)
Sidewalk & Asphalt Maintenance	\$ 2,500	\$ 2,500	\$ -	\$ 2,500
Irrigation Repairs	\$ 5,000	\$ 5,000	\$ 141	\$ 4,859
General Repairs & Maintenance	\$ 5,000	\$ 5,000	\$ -	\$ 5,000
Field Contingency	\$ 20,000	\$ 20,000	\$ 984	\$ 19,016
Total Field Expenditures	\$ 122,380	\$ 122,380	\$ 95,746	\$ 26,634
Amenity Expenditures				
Property Insurance	\$ 3,600	\$ 3,600	\$ -	\$ 3,600
Field Management	\$ 1,250	\$ 1,250	\$ -	\$ 1,250
Landscape Maintenance	\$ 35,000	\$ 35,000	\$ -	\$ 35,000
Landscape Replacement	\$ 750	\$ 750	\$ -	\$ 750
Lake Maintenance	\$ 180	\$ 180	\$ -	\$ 180
Streetlights	\$ 7,500	\$ 7,500	\$ -	\$ 7,500
Electric	\$ 20,000	\$ 20,000	\$ -	\$ 20,000
Water & Sewer	\$ 5,550	\$ 5,550	\$ -	\$ 5,550
Sidewalk & Asphalt Maintenance	\$ 1,250	\$ 1,250	\$ -	\$ 1,250
Irrigation Repairs	\$ 1,250	\$ 1,250	\$ -	\$ 1,250
General Repairs & Maintenance	\$ 5,000	\$ 5,000	\$ -	\$ 5,000
Capital Outlay	\$ -	\$ -	\$ 68,872	\$ (68,872)
Total Amenity Expenditures	\$ 81,330	\$ 81,330	\$ 68,872	\$ 12,458
Total Operations & Maintenance	\$ 203,710	\$ 203,710	\$ 164,618	\$ 39,092
Total Expenditures	\$ 335,396	\$ 335,396	\$ 268,175	\$ 67,221
Excess (Deficiency) of Revenues over Expenditures	\$ -	\$ -	\$ 75,535	\$ 75,535
<u>Other Financing Sources/(Uses):</u>				
Lease Proceed	\$ -	\$ -	\$ 130,242	\$ 130,242
Total Other Financing Sources/(Uses)	\$ -	\$ -	\$ 130,242	\$ 130,242
Net Change in Fund Balance	\$ -	\$ -	\$ 205,778	\$ 205,778
Fund Balance - Beginning	\$ -		\$ 71,367	
Fund Balance - Ending	\$ -		\$ 277,145	

Lake Deer
Community Development District
Debt Service Fund Series 2022
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending September 30, 2024

	Adopted	Prorated Budget	Actual	
	Budget	Thru 09/30/24	Thru 09/30/24	Variance
Revenues:				
Assessments - On Roll	\$ 1,084,417	\$ 1,084,417	\$ 1,110,475	\$ 26,058
Assessments - Prepayments	\$ -	\$ -	\$ 5,155,169	\$ 5,155,169
Assessments - Lot Closing	\$ -	\$ -	\$ 830,192	\$ 830,192
Interest Income	\$ -	\$ -	\$ 164,066	\$ 164,066
Total Revenues	\$ 1,084,417	\$ 1,084,417	\$ 7,259,902	\$ 6,175,485
Expenditures:				
Interest - 11/1	\$ 484,803	\$ 484,803	\$ 484,803	\$ 0
Special Call - 11/1	\$ -	\$ -	\$ 1,955,000	\$ (1,955,000)
Special Call - 2/1	\$ -	\$ -	\$ 3,520,000	\$ (3,520,000)
Interest - 2/1	\$ -	\$ -	\$ 48,070	\$ (48,070)
Principal - 5/1	\$ 250,000	\$ 250,000	\$ 175,000	\$ 75,000
Interest - 5/1	\$ 484,803	\$ 484,803	\$ 335,256	\$ 149,547
Special Call - 5/1	\$ -	\$ -	\$ 1,635,000	\$ (1,635,000)
Interest - 8/1	\$ -	\$ -	\$ 18,617	\$ (18,617)
Special Call - 8/1	\$ -	\$ -	\$ 1,360,000	\$ (1,360,000)
Total Expenditures	\$ 1,219,607	\$ 1,219,607	\$ 9,531,747	\$ (8,312,140)
Excess (Deficiency) of Revenues over Expenditures	\$ (135,190)	\$ (135,190)	\$ (2,271,845)	\$ (2,136,655)
Fund Balance - Beginning	\$ 514,477		\$ 3,567,714	
Fund Balance - Ending	\$ 379,288		\$ 1,295,869	

Lake Deer
Community Development District
Capital Projects Fund Series 2022
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending September 30, 2024

	Adopted	Prorated Budget	Actual	
	Budget	Thru 09/30/24	Thru 09/30/24	Variance
Revenues				
Developer Contribution	\$ -	\$ -	\$ 2,229,351	\$ 2,229,351
Interest Income	\$ -	\$ -	\$ 5	\$ 5
Total Revenues	\$ -	\$ -	\$ 2,229,356	\$ 2,229,356
Expenditures:				
Capital Outlay	\$ -	\$ -	\$ 1,137,051	\$ (1,137,051)
Total Expenditures	\$ -	\$ -	\$ 1,137,051	\$ (1,137,051)
Excess (Deficiency) of Revenues over Expenditures	\$ -	\$ -	\$ 1,092,306	\$ 1,092,306
Fund Balance - Beginning	\$ -		\$ (1,092,249)	
Fund Balance - Ending	\$ -		\$ 57	

Lake Deer
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Revenues:													
Special Assessments - Tax Roll	\$ -	\$ -	\$ 190,576	\$ 28,580	\$ -	\$ 10,842	\$ 44,254	\$ 69,112	\$ -	\$ 346	\$ -	\$ -	\$ 343,711
Interest Income	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Revenues	\$ -	\$ -	\$ 190,576	\$ 28,580	\$ -	\$ 10,842	\$ 44,254	\$ 69,112	\$ -	\$ 346	\$ -	\$ -	\$ 343,711

Expenditures:

General & Administrative:

Supervisor Fees	\$ -	\$ 600	\$ -	\$ -	\$ 600	\$ 600	\$ 600	\$ -	\$ -	\$ -	\$ 1,000	\$ -	\$ 3,400
Engineering	\$ -	\$ 115	\$ -	\$ 265	\$ 173	\$ 58	\$ 305	\$ 230	\$ 2,165	\$ -	\$ -	\$ 115	\$ 3,425
Attorney	\$ 620	\$ 2,354	\$ 660	\$ 194	\$ 710	\$ 3,387	\$ 2,908	\$ 2,123	\$ 1,218	\$ 1,040	\$ 2,455	\$ 3,426	\$ 21,095
Annual Audit	\$ -	\$ -	\$ -	\$ -	\$ 2,500	\$ -	\$ -	\$ 3,100	\$ -	\$ -	\$ -	\$ -	\$ 5,600
Assessment Administration	\$ 5,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,000
Arbitrage Rebate	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Dissemination Agent	\$ 942	\$ 442	\$ 442	\$ 942	\$ 442	\$ 442	\$ 942	\$ 442	\$ 942	\$ 442	\$ 442	\$ 442	\$ 7,300
Trustee Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,031	\$ 4,031
Management Fees	\$ 3,246	\$ 3,246	\$ 3,246	\$ 3,246	\$ 3,246	\$ 3,246	\$ 3,246	\$ 3,246	\$ 3,246	\$ 3,246	\$ 3,246	\$ 3,246	\$ 38,955
Information Technology	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 1,800
Website Maintenance	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 1,200
Postage & Delivery	\$ 5	\$ 16	\$ 47	\$ 261	\$ 108	\$ 27	\$ 57	\$ 23	\$ 115	\$ 15	\$ 17	\$ 43	\$ 734
Insurance General Liability	\$ 5,590	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,590
Printing & Binding	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1
Legal Advertising	\$ 930	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 982	\$ 1,673	\$ 691	\$ 364	\$ 4,640
Administrative Contingency	\$ 38	\$ 55	\$ 39	\$ 39	\$ 41	\$ 40	\$ 41	\$ 49	\$ 79	\$ 56	\$ 56	\$ 65	\$ 596
Office Supplies	\$ 0	\$ 0	\$ 3	\$ 0	\$ 0	\$ 3	\$ 3	\$ 3	\$ 0	\$ 0	\$ 0	\$ 3	\$ 15
Dues, Licenses & Subscriptions	\$ 175	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 175
Total General & Administrative	\$ 16,797	\$ 7,078	\$ 4,686	\$ 5,197	\$ 8,069	\$ 8,054	\$ 8,352	\$ 9,466	\$ 8,997	\$ 6,722	\$ 8,156	\$ 11,984	\$ 103,557

Lake Deer
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
<u>Operations & Maintenance</u>													
Field Expenditures													
Property Insurance	\$ -	\$ -	\$ -	\$ -	1,068	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	499	\$ 1,567
Field Management	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	625	625	625	625	625	625	\$ 3,750
Landscape Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	8,832	4,632	4,632	4,632	4,632	4,632	\$ 31,992
Landscape Replacement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lake Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	1,050	1,050	1,050	1,050	1,050	1,050	1,050	\$ 7,350
Streetlights	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Electric	\$ 79	\$ 131	\$ 36	\$ 36	\$ 147	\$ 84	\$ 49	\$ 58	\$ -	\$ 29	\$ 21	\$ 21	\$ 692
Water & Sewer	\$ -	\$ -	\$ 358	\$ 277	\$ 782	\$ 774	\$ 1,595	\$ 11,414	\$ 1,826	\$ 16,006	\$ 14,067	\$ 2,172	\$ 49,270
Sidewalk & Asphalt Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Irrigation Repairs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 141	\$ -	\$ 141
General Repairs & Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Field Contingency	\$ -	\$ -	\$ -	\$ 238	\$ -	\$ 238	\$ -	\$ -	\$ 309	\$ -	\$ 200	\$ -	\$ 984
Total Field Expenditures	\$ 79	\$ 131	\$ 394	\$ 551	\$ 1,997	\$ 2,146	\$ 12,152	\$ 17,779	\$ 8,442	\$ 22,341	\$ 20,736	\$ 8,999	\$ 95,746
Amenity Expenditures													
Property Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Field Management	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Landscape Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Landscape Replacement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lake Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Streetlights	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Electric	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Water & Sewer	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sidewalk & Asphalt Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Irrigation Repairs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
General Repairs & Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 57,575	\$ -	\$ -	\$ -	\$ 11,297	\$ -	\$ -	\$ 68,872
Total Amenity Expenditures	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 57,575	\$ -	\$ -	\$ -	\$ 11,297	\$ -	\$ -	\$ 68,872
Total Operations & Maintenance	\$ 79	\$ 131	\$ 394	\$ 551	\$ 1,997	\$ 59,721	\$ 12,152	\$ 17,779	\$ 8,442	\$ 33,639	\$ 20,736	\$ 8,999	\$ 164,618
Total Expenditures	\$ 16,876	\$ 7,208	\$ 5,080	\$ 5,748	\$ 10,066	\$ 67,774	\$ 20,503	\$ 27,245	\$ 17,439	\$ 40,361	\$ 28,892	\$ 20,983	\$ 268,175
Excess (Deficiency) of Revenues over Expenditures	\$ (16,876)	\$ (7,208)	\$ 185,497	\$ 22,832	\$ (10,066)	\$ (56,932)	\$ 23,750	\$ 41,868	\$ (17,439)	\$ (40,015)	\$ (28,892)	\$ (20,983)	\$ 75,535
Other Financing Sources/Uses:													
Lease Proceed	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 130,242	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 130,242
Total Other Financing Sources/Uses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 130,242	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 130,242
Net Change in Fund Balance	\$ (16,876)	\$ (7,208)	\$ 185,497	\$ 22,832	\$ (10,066)	\$ (56,932)	\$ 153,993	\$ 41,868	\$ (17,439)	\$ (40,015)	\$ (28,892)	\$ (20,983)	\$ 205,778

Lake Deer
Community Development District
Long Term Debt Report

Series 2022, Special Assessment Revenue Bonds		
Maturity Date:	5/1/53	
Optional Redemption Date:	5/1/37	
Reserve Fund Definition	Max Annual Debt Service	
Reserve Fund Requirement	\$635,119	
Reserve Fund Balance	635,119	
Bonds Outstanding - 08/24/2022	\$	17,750,000
Special Call - 11/01/23	\$	(1,955,000)
Special Call - 02/01/24	\$	(3,520,000)
Principal Payment - 05/01/24	\$	(175,000)
Special Call - 05/01/24	\$	(1,635,000)
Special Call - 08/01/24	\$	(1,360,000)
Current Bonds Outstanding	\$	9,105,000

Lake Deer
COMMUNITY DEVELOPMENT DISTRICT
Special Assessment Receipts - Polk County
Fiscal Year 2024

Gross Assessments	\$	360,642.31	\$	1,165,178.56	\$	1,525,820.87
Net Assessments	\$	335,397.35	\$	1,083,616.06	\$	1,419,013.41

ON ROLL ASSESSMENTS

										allocation in %	23.64%	76.36%	100.00%
Date	Distribution	635118.76	Gross Amount	Commissions	Discount/Penalty	Interest	Net Receipts	O&M Portion	2022 Debt Service	Total			
12/1/12	CHK#193	1 % Fee	\$ (15,258.21)	\$ -	\$ -	\$ -	\$ (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)	\$ -	\$ 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)	\$ -	\$ 225,791.75	\$ 53,368.03	\$ 172,423.72	\$ 225,791.75			
01/10/24	ACH	12/16/23 - 12/31/23	\$ 124,599.00	\$ (2,417.23)	\$ (3,737.40)	\$ -	\$ 118,444.37	\$ 27,995.46	\$ 90,448.91	\$ 118,444.37			
01/16/24	ACH	10/01/23 - 12/31/23	\$ -	\$ -	\$ -	2,475.02	\$ 2,475.02	\$ 584.99	\$ 1,890.03	\$ 2,475.02			
03/13/24	ACH	02/01/24 - 02/29/24	\$ 47,762.95	\$ (936.16)	\$ (955.19)	\$ -	\$ 45,871.60	\$ 10,842.19	\$ 35,029.41	\$ 45,871.60			
04/10/24	ACH	03/01/03/31/24	\$ 191,051.80	\$ (3,821.04)	\$ -	\$ -	\$ 187,230.76	\$ 44,253.78	\$ 142,976.98	\$ 187,230.76			
05/20/24	ACH	01/01/24 - 03/31/24	\$ -	\$ -	\$ -	530.12	\$ 530.12	\$ 125.30	\$ 404.82	\$ 530.12			
05/31/24	ACH	04/01/24 - 04/30/24	\$ 297,830.00	\$ (5,956.60)	\$ -	\$ -	\$ 291,873.40	\$ 68,987.06	\$ 222,886.34	\$ 291,873.40			
07/15/24	ACH	04/01/24-06/30/24	\$ -	\$ -	\$ -	1,462.39	\$ 1,462.39	\$ 345.65	\$ 1,116.74	\$ 1,462.39			
TOTAL			\$ 1,519,236.66	\$ (29,897.49)	\$ (39,620.69)	\$ 4,467.53	\$ 1,454,186.01	\$ 343,710.73	\$ 1,110,475.28	\$ 1,454,186.01			