## Lake Deer Community Development District

Meeting Agenda

February 19, 2025

# AGENDA

#### Lake Deer

### Community Development District

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

February 12, 2025

**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, February 19, 2025 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/83326084124

**Zoom Call-In Number:** 1-646-876-9923 **Meeting ID:** 833 2608 4124

Following is the advance agenda for the meeting:

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

- 1. Roll Call
- 2. Public Comment Period (Public Comments are limited to three (3) minutes per person)
- 3. Approval of Minutes of the November 20, 2024 Board of Supervisors Meeting
- 4. Consideration of Resolution 2025-02 Electing Officers
- 5. Discussion Regarding District Security Services (**NOT A CLOSED SESSION**)
  - A. Consideration of Proposal from Current Demands for Camera Installation
  - B. Consideration of Proposal from Current Demands for Overnight Monitoring Services
  - C. Presentation of Security Services Comparison for Overnight Monitoring Services
  - D. Consideration of Proposal for Security Services from Nation Security
- 6. Consideration of 2025 Data Sharing and Usage Agreement with Polk County Property Appraiser
- 7. Consideration of 2025 Contract Agreement with Polk County Property Appraiser
- 8. Presentation of Arbitrage Rebate Report for Series 2022 Project Bonds from AMTEC
- 9. Ratification of Streetlighting Agreements with Duke Energy
- 10. Staff Reports
  - A. Attorney
  - B. Engineer
  - C. Field Manger's Report
    - i. Items Relating to Aquatic Maintenance Services
      - a) Consideration of Renewal of Agreement with Solitude for Aquatic Maintenance Services
      - b) Consideration of Proposal for Aquatic Maintenance Services from Aquatic Weed Management, Inc.
    - ii. Consideration of Proposal for Solar Light Installation at Mailboxes
  - D. District Manager's Report
    - i. Approval of Check Register
    - ii. Balance Sheet & Income Statement
- 11. Other Business
- 12. Supervisors Requests and Audience Comments
- 13. Adjournment

# **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, **November 20, 2024** at 2:00 p.m. at the Holiday Inn – Winter Haven, 200 Cypress Gardens Blvd., Winter Haven, Florida.

#### Present and constituting a quorum:

Kristin Cassidy
Bobbie Henley
Lindsey Roden
Emily Cassidy
Vice Chairperson
Assistant Secretary
Assistant Secretary
Assistant Secretary

#### Also present were:

Jill Burns District Manager, GMS

Savannah Hancock Roy Van Wyk

District Counsel, Kilinski Van Wyk

District Counsel, Kilinski Van Wyk

Joel Blanco by Zoom Field Manager, GMS

#### FIRST ORDER OF BUSINESS

Roll Call

Ms. Burns called the meeting to order and called the roll. Four 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.

On MOTION by Ms. Roden, seconded by Ms. Cassidy, with all in favor, the Resignation of Lauren Schwenk, was approved.

On MOTION by Ms. Henley, seconded by Ms. Cassidy, with all in favor, the Appointment of Kristin Cassidy, was approved.

THIRD ORDER OF BUSINESS

Approval of Minutes of the September 18, 2024 Board of Supervisors Meeting

November 20, 2024 Lake Deer CDD

Ms. Burns presented the minutes from the September 18, 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. Henley, seconded by Ms. Cassidy with all in favor, the Minutes of the September 18, 2024 Board of Supervisors Meeting, were approved.

#### FOURTH ORDER OF BUSINESS

Consideration of Resolution 2025-01 Authorizing the Publication of Legal Advertisements and Public Notices on a Publicly Accessible Website in Polk County

Ms. Burns reviewed the resolution and offered to answer any questions from the Board.

On MOTION by Ms. Roden, seconded by Ms. Cassidy, with all in favor, Resolution 2025-01 Authorizing the Publication of Legal Advertisements and Public Notices on a Publicly Accessible Website in Polk County, was approved.

#### FIFTH ORDER OF BUSINESS

#### **Staff Reports**

#### A. Attorney

Ms. Hancock had nothing further to report.

#### B. Engineer

Mr. Malave had nothing to report.

#### C. Field Manager's Report

Mr. Blanco reviewed the Field Managers Report on page 31 of the agenda package.

#### D. District Managers Report

#### i. Approval of the Check Register

Ms. Burns presented the check register included in the agenda package for review. She offered to answer any questions the Board may have.

November 20, 2024 Lake Deer CDD

On MOTION by Ms. Roden, seconded by Ms. Henley, 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.

#### iii. Reminder: 4 Hours of Ethics Training Must be Completed by 12/31/24

Ms. Burns reminded the Board to complete the 4 hours of ethics training by 12/31/24.

#### SIXTH ORDER OF BUSINESS Other Business

There being no comments, the next item followed.

## SEVENTH ORDER OF BUSINESS Supervisors Requests and Audience Comments

There being no comments, the next item followed.

#### EIGHTH ORDER OF BUSINESS Adjournment

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

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

Secretary/Assistant Secretary	Chairman/Vice Chairman

# SECTION IV

#### **RESOLUTION 2025-02**

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LAKE DEER COMMUNITY DEVELOPMENT DISTRICT ELECTING THE OFFICERS OF THE LAKE DEER COMMUNITY DEVELOPMENT DISTRICT AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the Board of Supervisors of the District ("Board") desires to elect the Officers of the District.

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

**SECTION 1.** The following persons are elected to the offices shown: Chairperson Vice Chairperson Secretary Jill Burns Assistant Secretary Assistant Secretary Assistant Secretary George Flint Assistant Secretary **SECTION 2.** This Resolution shall become effective immediately upon its adoption. PASSED AND ADOPTED this 19th day of February 2025. ATTEST: LAKE DEER COMMUNITY DEVELOPMENT DISTRICT Secretary / Assistant Secretary Chairperson, Board of Supervisors

# SECTION V

## SECTION A

## **Current Demands Electrical & Security Services, In**

2315 Commerce Point Drive, Suite 100 Lakeland, FL 33801 +18635834443 service@currentdemands.com



#### **Estimate**

ADDRESS

LAKE DEER AMENITY 6200 LEE VISTA BLVD, SUITE 300 ORLANDO, FL 32822 ESTIMATE GMS00366

DATE 01/20/2025

EXPIRATION DATE 02/21/2025

ACTIVITY	DESCRIPTION		QTY	RATE	AMOUNT
CHEKT 4 CAMERA SYSTEM KIT	4 Camera Exterior Visual Secur includes the 8-channel CKB308 Al-12vDl cameras.		1	1,592.00	1,592.00T
U2 UTILIT RACKSHELF	MIDDLE ATLANTIC UTILITY RA	CKSHELF	1	98.02	98.02T
MINUTEMAN EN350 STANDBY UPS 350VA/200W	MINUTEMAN EN350 POWER S SERIES: STANDBY UPS, 350V		1	117.67	117.67T
CAT 5 WIRE	CAT 5 WIRE		500	0.15	75.00T
MISCELLANEOUS MATERIALS	MISCELLANEOUS: PARTS,ZIPTIES,SCREWS ETC.		1	100.00	100.00T
ACCESS/CAMERA LABOR	ACCESS/CAMERA LABOR		1	1,500.00	1,500.00
NOTE	ESTIMATE TO WIRE,INSTALL AND PROGRAM 1) 8CHANNEL BRIDGE WITH 4) IP CAMERAS CAPABLE OF VIDEO VERIFICATION SERVICES		1	0.00	0.00T
Contact Current Demands Electrical & Section 2015	urity Services, Inc. to pay.	SUBTOTAL			3,482.69
		TAX			138.79
		TOTAL			\$3,621.48

Accepted By

Accepted Date

# SECTION B

## **Current Demands Electrical & Security Services, In**

2315 Commerce Point Drive, Suite 100 Lakeland, FL 33801 +18635834443 service@currentdemands.com



#### **Estimate**

ADDRESS

LAKE DEER AMENITY 6200 LEE VISTA BLVD, SUITE 300

ORLANDO, FL 32822

ESTIMATE GMS00365

DATE 01/27/2025

EXPIRATION DATE 02/27/2025

ACTIVITY	DESCRIPTION		QTY	RATE	AMOUNT
VIDEO VERIFICATION ALARM SERVICE	VIDEO VERIFICATION ALA REMOTE REAL-TIME AND MONITORING	ARM SERVICE PROVIDES O PROACTIVE VIDEO	1	40.00	40.00
VIDEO VERIFICATION EXTERIOR SECURE SETUP	VIDEO VERIFICATION EX MONITORING PER CAME		4	20.00	80.00
NOTE	MONITORING/VIDEO VER	ESTIMATE TO PROVIDE REMOTE MONITORING/VIDEO VERIFICATION ALARM SERVICES TO COVER 4 EXTERIOR CAMERAS PER MONTH		0.00	0.00T
Contact Current Demands Electrical & Sec	curity Services, Inc. to pay.	SUBTOTAL			120.00
		TAX			0.00
		TOTAL			\$120.00

Accepted By

Accepted Date

# SECTION C

## Lake Deer CDD - Security Services Comparison

COMPANY	Proposal	Monthly Service Cost	Initial Install Fee	Total Annually	Term	Notes
Current Demands	Video Verification - Remote/after hours monitoring system	\$120 (Monthly)/ \$1,440 (Annually)	\$3622 (one time)	\$5,062 for the first year/\$1,440 each year after	Renews Annually	Current access control vendor, familiar with the site.
Securitas	Remote monitoring/after hours camera monitoring	\$672 (Monthly) / \$8,064 (Annually) *	No - install is broken out to monthly costs	\$40,320 after 5 year required plan	cover total cost of	*Pricing based on current agreements at other properties. Option to buy out cameras available without 5 year plan.

# SECTION D

# NATION SECURITY

## Security Services Proposal for Lake Deer CDD

#### **SUBMITTED TO:**

Emily Grimes
Lake Deer CDD
3331 Pine Lily Ave
Poinciana, FL 34759
407-841-5524

#### PRESENTED BY:

Scott Guilbert Nation Security Services, LLC 16703 Early Riser Ave Suite 230 Tampa, FL 34638 813-385-2330

This document includes confidential details regarding the operations, services, and pricing of Nation Security. The information is sensitive and must not be shared publicly. This document was created and shared in confidence, intended exclusively for the internal use of management for evaluation purposes, and in response to a request for a proposal on security services.



#### **Services**

	Price	Hours	Total
✓ Unarmed Patrol Officer	\$27.95	16	\$447.20
An unarmed professional who monitor theft and vandalism and to ensure the			perty to prevent
Armed Patrol Officer	\$31.95	0	\$0.00
An armed professional who monitors a theft and vandalism and to ensure the			ty to prevent

## **Equipment**

	Price	Quantity	Total
■ Mobile Phone	\$15.00	0	\$0.00
The officer will be equipped residents for immediate as:	d with a phone, making them r sistance and updates.	eadily accessible t	o clients and
Security Club Cart	\$87.50	0	\$0.00
Security personnel will patr	ol the property using a marke	d electric golf cart	equipped with lights.
☐ Security Patrol Vehicle	e \$300.00	0	\$0.00
•	ith the Nation Security logo an e. (Note: The price does not c		ght bars, inclusive of
Workforce Manageme	nt \$0.00	1	\$0.00
	-time tracking, immediate task reporting, enhancing transpare		

Subtotal \$447.20

Total \$447.20

#### SERVICE AGREEMENT AND TERMS AND CONDITIONS

This agreement, effective 02-07-2025, is made between Lake Deer CDD ("Client"), situated at 3331 Pine Lily Ave Poinciana, FL 34759 and Nation Security Services, LLC ("Nation Security"), a Florida Limited Company with its office at 12750 NW 17th St, Suite 207, Miami, FL 33182. Hereafter, Nation Security and the Client are referred to individually as a "Party" and collectively as the "Parties." In acknowledgment of the mutual promises and agreements contained herein, and for other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the terms outlined in this Agreement.

- 1. SERVICES: As outlined in the attached specifications and forming an integral part of this agreement, Nation Security commits to supplying uniformed security staff, fully licensed by the Florida Department of State as per Chapter 493, and to providing necessary equipment for operations at the Client's location. It is understood by both parties that while these services aim to reduce the risk of injury or property loss, they do not guarantee total elimination of such risks. All individuals performing services under this agreement will be direct employees of Nation Security, under its supervision and control. At any point, the Client can request the replacement of any Nation Security personnel, which, unless illegal, will be honored within two days of the request or immediately if the situation demands. Nation Security ensures that all its employees adhere to relevant federal, state, and local laws and regulations and will conduct mandatory criminal background checks. Throughout this agreement's duration, including any extensions or renewals, the Client commits to using Nation Security's services exclusively, as detailed herein. The Client agrees to compensate Nation Security for the provided services and equipment at the agreed rates, plus any applicable taxes.
- 2. OPTIONAL SERVICES: Nation Security offers the provision of disaster or emergency services at predefined rates for such situations, contingent upon both parties agreeing to a specific disaster or emergency services agreement.

  Emergency services encompass responses to governmental actions, riots, strikes, acts of terrorism, and similar events. Disaster services address natural and other catastrophic events, such as floods, fires, earthquakes, hurricanes, and other acts of God. Moreover, should the Client require services not detailed in the agreed Schedule of Security Services, Nation Security is prepared to provide these additional services, subject to an agreement, at the established national short-term rates set by Nation Security.
- **3. HIRING:** Nation Security is recognized not as an employment agency but as a provider of security services, a role supported by significant investments in advertising, recruiting, screening, testing, and training of personnel for effective deployment at the Client's sites. Given the resources expended on these employees, it is agreed that should the Client hire any Nation Security personnel, either directly or via another vendor, for any security-related role or tasks associated with it, during this Agreement or within one year following the termination of Nation Security's services, the Client shall compensate Nation Security with a fee of three thousand dollars (\$3,000.00) per hired individual. This stipulation does not apply to employees who were already working at the Client's location before being employed by Nation Security.
- 4. RATE CHANGE: The Client agrees to compensate Nation Security at the hourly rates provided in this agreement, including all relevant sales taxes. These rates are calculated based on a 40-hour workweek. Overtime rates will apply for hours worked beyond 40 per week, in compliance with collective bargaining agreements or when extra hours are requested by the Client at their premises beyond the regular schedule. The rates specified in the Security Services Schedule will remain stable for one year from the signing of this Agreement or each respective Schedule, whichever date is later. However, rates will be adjusted automatically following a written notification from Nation Security to reflect any legally mandated cost increases, including changes in licensing fees, contributions and taxes under FICA, FUTA, SUI, worker's compensation, costs arising from collective bargaining agreements, union activities, compliance costs related to the PPACA, and adjustments due to changes in federal or state minimum wage laws. Should any authoritative body enact a law or regulation that increases the mandatory minimum wage, the hourly rate paid by the Client will be adjusted accordingly to match the rise in minimum wage, along with associated tax and payroll liabilities.

- **5. TERM:** This Agreement is set for an initial duration of one year, beginning from the Effective Date (referred to as the "Initial Term"). The Agreement will automatically renew unless terminated by either party with thirty (30) days' written notice to the other. The Agreement becomes effective on the date mentioned earlier and will continue until terminated by either party with at least thirty (30) days' advance written notice, indicating the termination date. Furthermore, either party can end this Agreement with ten (10) days' prior written notice if they have informed the other party of a significant breach that has not been resolved promptly. Nation Security reserves the right to terminate this Agreement with twenty-four (24) hours' notice in the event of non-payment. Immediate termination is permissible by either party if the other becomes bankrupt, seeks bankruptcy protection, makes an assignment for the benefit of creditors, or enters into receivership. However, the terms for each separate Schedule of Security Services are determined by the specific agreements within each respective Schedule.
- **6. HOLIDAYS AND ADDITIONAL SERVICES:** The Client shall inform the Contractor via fax or email when additional services are required. Overtime rates will be applied to all extra employee hours worked on designated holidays, which include New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day, where employees will receive 1.5 times their standard hourly wage. For any overtime requested by the Client with less than 72 hours' notice, a premium rate of 1.5 times the regular hourly rate will be charged. This premium rate also applies when requesting additional officers with less than 72 hours' notice. However, if the Contractor is given more than 72 hours' notice, additional officers will be provided at the regular straight-time rate, allowing for schedule adjustments that avoid the necessity for overtime.
- 7. INVOICING AND PAYMENT: Nation Security will issue weekly invoices to the Client. These invoices must be settled within thirty (30) days from the date they are received. Payments can be made via check or EFT. If paying by check, it should be sent to Nation Security Inc., 12750 NW 17 St Suite 207 Miami, FL 33182. A late fee of 5% per month applies to any outstanding balances not paid within thirty (30) days of the invoice date. The Client agrees to cover any reasonable attorney fees and collection costs incurred by the Contractor in the event of late payment. Any disputes concerning invoice charges must be communicated in writing to the Contractor within thirty (30) days from the invoice date, specifying the disputed items. Failure to dispute within this timeframe will result in waiver of any disputes or defenses. Invoices should be paid in full within thirty (30) days, and prices do not include applicable taxes. After the first year, the Client agrees to an annual rate increase of 3% plus any applicable sales tax per hour. Nation Security will provide at least 30 days' notice before any rate increases. If payment is not received, the Contractor reserves the right to terminate or suspend services with seventy-two (72) hours' notice. In cases of service termination or suspension due to non-payment or bankruptcy, the Contractor is not liable for any resulting losses, which will be the Client's responsibility.
- **8. MODIFICATION:** Changes to this Agreement can be made at any time with the written consent of both parties. The Client is allowed to request changes in the number of security personnel, their working hours, or modifications to their shifts or posts, given reasonable advance notice is provided. The Contractor agrees to accommodate these changes as long as they are feasible without causing unreasonable scheduling conflicts. Any cost adjustments resulting from these changes will be reflected in the payments or credits due in alignment with the Schedule of Security Services. Additionally, if the Client wishes to extend security services to additional locations, a corresponding Schedule of Security Services for those location(s) will be integrated into this Agreement.
- 9. LIABILITY: The parties acknowledge that the Contractor is not an insurer; the fees paid to the Contractor are for services rendered, not insurance premiums, and do not reflect the value of the Client's property or interests. The Contractor does not guarantee that its services will prevent incidents or the consequences thereof that might result in loss or damage. The Contractor is not liable for any losses or damages incurred by the Client, whether to persons or property, due to the Contractor's service provision or failure thereof, except in cases of gross negligence or intentional misconduct by the Contractor. Should the Client require security personnel to operate vehicles other than their own or those provided by the Contractor, the Client will indemnify and defend the Contractor against any resulting claims or expenses. The services under this Agreement are exclusively for the Client's benefit, not creating third-party beneficiary rights. Obligations under this Agreement may be suspended during events beyond the parties' control, such as natural disasters, conflicts, or government directives. However, Nation Security is expected to exert commercially reasonable best efforts in fulfilling its obligations. The Client must indemnify and hold the Contractor harmless against any claims resulting from the Client's negligence or willful misconduct. The Client is required to notify the Contractor within thirty (30) days of an incident or ten (10) days upon learning of a claim, with the Contractor not being liable for claims without proper and timely notification.

- 10. INSURANCE: The Contractor will provide the Client with proof of insurance, listing the Client as an additional insured party. This includes Commercial General Liability insurance on an occurrence basis with a minimum coverage of \$1,000,000.00, achievable through a combination of primary and excess umbrella policies; Workers' Compensation insurance meeting or exceeding state-mandated limits; and Employers' Liability insurance with a minimum of \$1,000,000.00 per occurrence. Before the Contractor begins any services on the Client's premises, they must submit a valid certificate of insurance covering all required policies to the Client. The insurance coverage must ensure the Client as an additional insured and cannot be altered or canceled without at least thirty (30) days' advance notice to the Client. If there's a termination or modification of the insurance without the Client's agreement, the Client reserves the right to end this Agreement with 24 hours' notice. Such termination doesn't affect the accrued rights or responsibilities of either party prior to the termination.
- **11. LEGAL COMPLIANCE:** Nation Security certifies that the services it provides will be performed in compliance with and subject to all state and federal statutes, municipal and local ordinances, and the rules and regulations of any governmental agency or department which has jurisdiction over the performance of these services.
- 12. CONFIDENTIALITY: Both parties commit not to use, reveal, sell, license, publish, duplicate, or distribute the other party's Confidential Information except as necessary to fulfill this Agreement's obligations. Each party must safeguard the other's Confidential Information with the same degree of care as it would its own confidential and proprietary details, ensuring at least reasonable protection. Measures will be taken to ensure employees, consultants, or agents with access to Confidential Information uphold these confidentiality obligations. "Confidential Information" refers to knowledge specific to a party, not publicly known, and includes internal data related to personnel, finances, marketing, business operations, strategic planning, and any proprietary methods of conducting business, as well as information about employees, clients, contractors, and partners, regardless of whether it is written or marked as confidential.
- **13. FORCE MAJEURE:** Nation Security will not be held responsible for any inability or delay in fulfilling its obligations under this Agreement, in whole or part, when such inability or delay arises from events outside the reasonable control of the Contractor. This includes, but is not limited to, natural disasters, extreme weather conditions, fires, acts of terrorism, vandalism or civil unrest, warfare, disturbances, labor strikes or actions, judicial orders, or any other circumstances beyond the direct and exclusive control of Nation Security.
- **14. SEVERABILITY:** The clauses within this Agreement are independent of one another, and should any clause be deemed invalid or unenforceable, it will not impact the validity or enforceability of the rest of the Agreement's provisions.
- **15. ATTORNEYS' FEES/EXPENSES:** In the event that either party initiates legal action to enforce any terms of this Agreement, the prevailing party is entitled to recover reasonable attorneys' fees and expenses, in addition to any other awarded relief.
- **16. DISPUTE RESOLUTION:** The Parties commit to a process where any dispute arising under this Agreement will first be discussed in a meeting between authorized management representatives tasked with negotiating a mutually satisfactory resolution. This step must occur within thirty (30) days after the dispute is identified. If these discussions do not lead to a resolution, either Party is then free to pursue legal or equitable remedies. This clause does not prevent either Party from seeking urgent or permanent injunctions from courts with the proper authority.
- 17. NOTICES: All communications required or permitted under this Agreement must be in writing and are considered adequately delivered if done so through one of the following methods: (i) in-person delivery; (ii) facsimile; (iii) email; (iv) first-class, registered, or certified mail, with prepaid postage; or (v) overnight courier, directed to the receiving party's specified address in this Agreement or another address specified through a prior notice under this Agreement. Such notices are deemed effective when received by the intended party or on the third day after mailing, whichever comes first.
- **18. COMPLIANCE WITH LAW:** The Parties commit to adhering to all relevant Federal and State laws while fulfilling their respective duties under this Agreement.

- **19. ENTIRE AGREEMENT:** This Agreement, along with the Schedules of Security Services, constitutes the full and complete understanding between Nation Security and the Client, replacing any prior agreements or understandings, whether verbal or written. No additional agreements or representations beyond those contained in this document have been made. Terms preprinted on any Client purchase orders will defer to the terms of this Agreement, and in the event of any discrepancies between this Agreement and any preprinted terms on commercial documents, the terms of this Agreement shall prevail.
- **20. GOVERNING LAW:** The laws of the State of Florida shall dictate the interpretation and enforcement of this Agreement. The undersigned individual attests and guarantees through their signature that they have the proper authority to sign and enact this Agreement on behalf of the entity they represent, ensuring that this Agreement is legally binding on said entity.
- **21. NOTICES:** Any notice required or permitted under this Agreement must be in writing. Such notice is considered duly given when delivered via (1) in-person delivery; (2) electronic mail; (3) first-class, registered, or certified mail, with postage prepaid; or (4) overnight courier, sent to the recipient's address specified in this Agreement or to another address specified by the recipient in a subsequent notice. A notice becomes effective when it is received by the intended party or three days after it is mailed, whichever happens first.

TO CONTRACTOR:
Nation Security Services, LLC
12750 NW 17th ST Suite 207
Miami, FL 33182
305-302-2000

TO CLIENT:
Lake Deer CDD
3331 Pine Lily Ave
Poinciana, FL 34759
407-841-5524

**22. ENTIRE AGREEMENT:** This Agreement, along with the Schedules of Security Services, overrides any prior agreements, whether verbal or written, between Nation Security and the Client at any Client site, and constitutes the sole understanding between the parties. No additional agreements or representations, whether verbal or written, have been made. Any pre-printed terms found on a Client purchase order are subordinate to this Agreement, and any discrepancies between this Agreement and pre-printed terms on commercial documents will be settled in favor of this Agreement.

IN WITNESS WHEREOF, the undersigned Parties have affixed their signatures as of the Effective Date. By signing below, the signatory confirms that they are duly authorized to execute and deliver this Agreement on behalf of the entity they represent, and further attest that this Agreement is legally binding upon said entity.

Once we receive confirmation of your acceptance, we will sign the agreement and an email with the signed document will be sent to you automatically for your records.

# SECTION VI

Revised 01/2025 ADA Compliant

# TO PERAL SE

## POLK COUNTY PROPERTY APPRAISER 2025 Data Sharing and Usage Agreement

This Data Sharing and Usage Agreement, hereinafter referred to as "Agreement," establishes the terms and	conditions
under which the	hereinafter
referred to as " <mark>agency,"</mark> 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 <u>FS 501.171</u>.
- 7. The **agency**, when defined as "local government" by <u>FS 282.3185</u>, 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, 2025**, and shall run until **December 31, 2025**, 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 CO	UNTY PROPERTY APPRAISER	
Signature	e: <u>Neil Combee</u>	Agency:
Print:	Neil Combee	Print:
Title:	Polk County Property Appraiser	Title:
Date:	January 7, 2025	Date:

# **SECTION VII**

### CONTRACT AGREEMENT

This Agreement made and entered into on Monday, January 13, 2025 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 Neil Combee, 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 197.3632 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 2025 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, 2025 or the date signed below, whichever is later, and shall run until December 31, 2025, 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 197.3632 & 190.021 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 2025 TRIM Notice, the Special District shall provide **proposed assessments no later than Friday, July 11, 2025.** 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**Monday, September 15, 2025. 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 2025 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 2025 tax roll. For the TRIM Notice, the Property Appraiser will require **payment on or before Monday, September 15, 2025** 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:	Neil Combee Polk County Property Appraiser
Special District Representative	By:
Print name	- Def Colon
Title Date	Neil Combee, Property Appraiser

# **SECTION VIII**

## **REBATE REPORT**

\$17,750,000

## **Lake Deer Community Development District**

(Polk County, Florida)

**Special Assessment Bonds, Series 2022** 

Dated: August 24, 2022 Delivered: August 24, 2022

Rebate Report to the Computation Date August 24, 2025 Reflecting Activity To September 30, 2024



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www.amteccorp.com

November 15, 024

Lake Deer Community Development District c/o Ms. Katie Costa
Director of Operations – Accounting Division
Government Management Services – CF, LLC
6200 Lee Vista Boulevard, Suite 300
Orlando, FL 32822

Re: \$17,750,000 Lake Deer Community Development District (Polk County, Florida), Special Assessment Bonds, Series 2022

Dear Ms. Costa:

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

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

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

We have scheduled our next Report as of August 24, 2025, the Computation Date. Thank you and should you have any questions, please do not hesitate to contact us.

Very truly yours,

Michael J. Scarfo Senior Vice President Trong M. Tran

Assistant Vice President

#### **SUMMARY OF REBATE COMPUTATIONS**

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

For the August 24, 2025 Computation Date Reflecting Activity from August 24, 2022 through September 30, 2024

Fund	Taxable	Net	Rebatable
Description	Inv Yield	Income	Arbitrage
Acquisition & Construction Account	2.029109%	86,789.17	(172,284.40)
Debt Service Reserve Fund	4.009774%	91,283.60	(38,420.24)
Capitalized Interest Fund	2.251333%	8,216.58	(13,725.73)
Costs of Issuance Account	1.919141%	21.39	(46.41)
Totals	2.684339%	\$186,310.74	\$(224,476.78)
Bond Yield	5.544043%		
Rebate Computation Credits			(4,372.88)
	Net Rebata	able Arbitrage	\$(228,849.66)

Based upon our computations, no rebate liability exists.

#### SUMMARY OF COMPUTATIONAL INFORMATION AND DEFINITIONS

#### **COMPUTATIONAL INFORMATION**

- 1. For purposes of computing Rebatable Arbitrage, investment activity is reflected from August 24, 2022, the date of the closing, to September 30, 2024, the Computation Period. All nonpurpose payments and receipts are future valued to the Computation Date of August 24, 2025.
- 2. Computations of yield are based on a 360-day year and semiannual compounding on the last day of each compounding interval. Compounding intervals end on a day in the calendar year corresponding to Bond maturity dates or six months prior.
- 3. For investment cash flow, debt service and yield computation purposes, all payments and receipts are assumed to be paid or received respectively, as shown on the attached schedules.
- 4. Purchase prices on investments are assumed to be at fair market value, representing an arm's length transaction.
- 5. During the period between August 24, 2022 and September 30, 2024, the District made periodic payments into the Debt Service Fund that were used, along with the interest earned, to provide the required debt service payments.
  - Under Section 148(f)(4)(A), the rebate requirement does not apply to amounts in certain bona fide debt service funds. The Regulations define a bona fide debt service fund as one that is used primarily to achieve a proper matching of revenues with principal and interest payments within each bond year. The fund must be depleted at least once each bond year, except for a reasonable carryover amount not to exceed the greater of the earnings on the fund for the immediately preceding bond year or  $1/12^{th}$  of the principal and interest payments on the issue for the immediately preceding bond year.
  - We have reviewed the Debt Service Fund and have determined that the funds deposited have functioned as a bona fide debt service fund and are not subject to the rebate requirement.
- 6. In accordance with Page C-1 of the Arbitrage and Tax Certificate, Exhibit C (Arbitrage Rebate Covenants) the first (initial) Computation Date must be within 60 days of the end of the third Bond Year. After the first required payment date (Computation Date) the District must consistently treat either the last day of each Bond Year or the last day of each fifth Bond Year as the (subsequent) Computation Date(s). Therefore, for purposes of the arbitrage calculation, the first Computation Date is August 24, 2025.

#### **DEFINITIONS**

#### 7. Computation Date

August 24, 2025.

#### 8. Computation Period

The period beginning on August 24, 2022, the date of the closing, and ending on September 30, 2024.

#### 9. Bond Year

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

#### 10. Bond Yield

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

#### 11. Taxable Investment Yield

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

#### 12. Issue Price

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

#### 13. Rebatable Arbitrage

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

#### 14. Funds and Accounts

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

Funds / Accounts	Account Number
Revenue Account	238779000
Capitalized Interest Fund	238779001
Sinking Fund Account	238779002
Prepayment Account	238779003
Debt Service Reserve Fund	238779004
Acquisition & Construction Fund	238779005
Costs of Issuance Account	238779006

#### **METHODOLOGY**

#### **Bond Yield**

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

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

The methodology used to calculate the Rebatable Arbitrage, as of September 30, 2024, was to calculate the future value of the disbursements from all funds, subject to rebate, and the value of the remaining bond proceeds, at the yield on the Bonds, to August 24, 2025. This figure was then compared to the future value of the deposit of bond proceeds into the various investment accounts at the same yield. The difference between the future values of the two cash flows, on August 24, 2025, is the Rebatable Arbitrage.

#### \$17,750,000

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

#### Special Assessment Bonds, Series 2022 Delivered: August 24, 2022

#### **Sources of Funds**

Par Amount	<u>\$17,750,000.00</u>
Total	\$17,750,000.00

#### **Uses of Funds**

Acquisition & Construction Fund	\$15,302,394.48
Debt Service Reserve Fund	1,217,393.76
Capitalized Interest Fund	665,257.63
Costs of Issuance Account	209,954.13
Underwriter's Discount	355,000.00
Total	\$17,750,000.00

#### PROOF OF ARBITRAGE YIELD

#### \$17,750,000 Lake Deer Community Development District (Polk County, Florida) Special Assessment Bonds, Series 2022

		Present Value to 08/24/2022
Date	Debt Service	@ 5.5440432360%
11/01/2022	180,454.50	178,627.21
05/01/2023	484,803.13	466,950.04
11/01/2023	484,803.13	454,355.21
05/01/2024	734,803.13	670,079.29
11/01/2024	479,178.13	425,184.37
05/01/2025	744,178.13	642,513.57
11/01/2025	473,215.63	397,548.01
05/01/2026 11/01/2026	748,215.63 467,028.13	611,620.98 371,470.00
05/01/2027	752,028.13	582,022.65
11/01/2027	460,615.63	346,872.26
05/01/2028	760,615.63	557,341.33
11/01/2028	453,115.63	323,065.18
05/01/2029	768,115.63	532,884.15
11/01/2029	445,240.63	300,556.48
05/01/2030	780,240.63	512,489.49
11/01/2030	436,865.63	279,208.98
05/01/2031	786,865.63	489,336.02
11/01/2031	428,115.63	259,055.48
05/01/2032 11/01/2032	798,115.63 418,865.63	469,918.59 239,969.82
05/01/2033	808,865.63	450,903.27
11/01/2033	408,140.63	221,381.81
05/01/2034	818,140.63	431,802.52
11/01/2034	396,865.63	203,810.14
05/01/2035	831,865.63	415,681.40
11/01/2035	384,903.13	187,147.47
05/01/2036	844,903.13	399,727.96
11/01/2036	372,253.13	171,364.58
05/01/2037	857,253.13	383,987.33
11/01/2037	358,915.63	156,431.89
05/01/2038	868,915.63	368,498.41
11/01/2038 05/01/2039	344,890.63 884,890.63	142,319.53 355,302.13
11/01/2039	330,040.63	128,943.88
05/01/2040	900,040.63	342,153.14
11/01/2040	314,365.63	116,283.63
05/01/2041	919,365.63	330,900.08
11/01/2041	297,728.13	104,268.61
05/01/2042	932,728.13	317,843.91
11/01/2042	280,265.63	92,929.53
05/01/2043	955,265.63	308,200.38
11/01/2043	261,281.25	82,024.27
05/01/2044	971,281.25	296,690.90
11/01/2044	241,312.50	71,723.94
05/01/2045 11/01/2045	996,312.50 220,078.13	288,140.96 61,931.47
05/01/2046	1,015,078.13	277,945.14
11/01/2046	197,718.75	52,678.40
05/01/2047	1,042,718.75	270,319.27
11/01/2047	173,953.13	43,880.06
05/01/2048	1,063,953.13	261,145.48
11/01/2048	148,921.88	35,566.70
05/01/2049	1,093,921.88	254,212.28
11/01/2049	122,343.75	27,664.14
05/01/2050	1,122,343.75	246,937.08
11/01/2050 05/01/2051	94,218.75	20,170.79
03/01/2031	1,149,218.75	239,394.04

#### PROOF OF ARBITRAGE YIELD

#### \$17,750,000 Lake Deer Community Development District (Polk County, Florida) Special Assessment Bonds, Series 2022

Date	Debt Service	Present Value to 08/24/2022 @ 5.5440432360%
11/01/2051	64,546.88	13,083.11
05/01/2052	1,179,546.88	232,635.52
11/01/2052	33,187.50	6,368.84
05/01/2053	1,213,187.50	226,536.90
	37,601,207.87	17,750,000.00

#### Proceeds Summary

Delivery date	08/24/2022
Par Value	17,750,000.00
Target for yield calculation	17 750 000 00

#### BOND DEBT SERVICE

#### \$17,750,000 Lake Deer Community Development District (Polk County, Florida) Special Assessment Bonds, Series 2022

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
08/24/2022					
11/01/2022			180,454.50	180,454.50	
05/01/2023			484,803.13	484,803.13	665,257.63
11/01/2023			484,803.13	484,803.13	000,207.00
05/01/2024	250,000	4.500%	484,803.13	734,803.13	1,219,606.26
11/01/2024	,		479,178.13	479,178.13	
05/01/2025	265,000	4.500%	479,178.13	744,178.13	1,223,356.26
11/01/2025			473,215.63	473,215.63	
05/01/2026	275,000	4.500%	473,215.63	748,215.63	1,221,431.26
11/01/2026			467,028.13	467,028.13	
05/01/2027	285,000	4.500%	467,028.13	752,028.13	1,219,056.26
11/01/2027			460,615.63	460,615.63	
05/01/2028	300,000	5.000%	460,615.63	760,615.63	1,221,231.26
11/01/2028			453,115.63	453,115.63	
05/01/2029	315,000	5.000%	453,115.63	768,115.63	1,221,231.26
11/01/2029	225.000	5.0000/	445,240.63	445,240.63	1 225 401 26
05/01/2030	335,000	5.000%	445,240.63	780,240.63	1,225,481.26
11/01/2030	250.000	5.0000/	436,865.63	436,865.63	1 222 721 26
05/01/2031	350,000	5.000%	436,865.63	786,865.63	1,223,731.26
11/01/2031	270.000	5.000%	428,115.63	428,115.63	1 227 221 27
05/01/2032 11/01/2032	370,000	3.000%	428,115.63 418,865.63	798,115.63 418,865.63	1,226,231.26
05/01/2033	390,000	5.500%	418,865.63	808,865.63	1,227,731.26
11/01/2033	390,000	3.300%	408,140.63	408,140.63	1,227,731.20
05/01/2034	410,000	5.500%	408,140.63	818,140.63	1,226,281.26
11/01/2034	410,000	3.30070	396,865.63	396,865.63	1,220,201.20
05/01/2035	435,000	5.500%	396,865.63	831,865.63	1,228,731.26
11/01/2035	155,000	3.30070	384,903.13	384,903.13	1,220,751.20
05/01/2036	460,000	5.500%	384,903.13	844,903.13	1,229,806.26
11/01/2036	,		372,253.13	372,253.13	-,,
05/01/2037	485,000	5.500%	372,253.13	857,253.13	1,229,506.26
11/01/2037	,		358,915.63	358,915.63	, .,
05/01/2038	510,000	5.500%	358,915.63	868,915.63	1,227,831.26
11/01/2038			344,890.63	344,890.63	
05/01/2039	540,000	5.500%	344,890.63	884,890.63	1,229,781.26
11/01/2039			330,040.63	330,040.63	
05/01/2040	570,000	5.500%	330,040.63	900,040.63	1,230,081.26
11/01/2040			314,365.63	314,365.63	
05/01/2041	605,000	5.500%	314,365.63	919,365.63	1,233,731.26
11/01/2041			297,728.13	297,728.13	
05/01/2042	635,000	5.500%	297,728.13	932,728.13	1,230,456.26
11/01/2042	(75.000	5 (250)	280,265.63	280,265.63	1 225 521 26
05/01/2043	675,000	5.625%	280,265.63	955,265.63	1,235,531.26
11/01/2043	710 000	5 (250)	261,281.25	261,281.25	1 222 572 50
05/01/2044	710,000	5.625%	261,281.25	971,281.25	1,232,562.50
11/01/2044 05/01/2045	755 000	5 6250/	241,312.50	241,312.50	1 227 625 00
11/01/2045	755,000	5.625%	241,312.50 220,078.13	996,312.50 220,078.13	1,237,625.00
05/01/2046	795,000	5.625%	220,078.13	1,015,078.13	1,235,156.26
11/01/2046	793,000	3.02370	197,718.75	197,718.75	1,233,130.20
05/01/2047	845,000	5.625%	197,718.75	1,042,718.75	1,240,437.50
11/01/2047	015,000	3.02370	173,953.13	173,953.13	1,210,137.30
05/01/2048	890,000	5.625%	173,953.13	1,063,953.13	1,237,906.26
11/01/2048	0,000	2.020,0	148,921.88	148,921.88	-,,,,,,,,,,,
05/01/2049	945,000	5.625%	148,921.88	1,093,921.88	1,242,843.76
11/01/2049	,		122,343.75	122,343.75	,= .=,= .= ., 0
05/01/2050	1,000,000	5.625%	122,343.75	1,122,343.75	1,244,687.50
11/01/2050	,,		94,218.75	94,218.75	, ,
05/01/2051	1,055,000	5.625%	94,218.75	1,149,218.75	1,243,437.50

#### BOND DEBT SERVICE

#### \$17,750,000 Lake Deer Community Development District (Polk County, Florida) Special Assessment Bonds, Series 2022

Annual Debt Service	Debt Service	Interest	Coupon	Principal	Period Ending
	64,546.88	64,546.88			11/01/2051
1,244,093.76	1,179,546.88	64,546.88	5.625%	1,115,000	05/01/2052
	33,187.50	33,187.50			11/01/2052
1,246,375.00	1,213,187.50	33,187.50	5.625%	1,180,000	05/01/2053
37,601,207.87	37,601,207.87	19,851,207.87		17,750,000	

#### \$17,750,000

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

Special Assessment Bonds, Series 2022 Acquisition & Construction Fund

### ARBITRAGE REBATE CALCULATION DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (5.544043%)
DATE  08/24/22 08/24/22 08/24/22 08/24/22 08/24/22 08/25/22 08/25/22 08/25/22 09/02/22 09/02/22 09/02/22 09/02/22 09/02/22 10/24/22 10/24/22 11/02/22 11/14/22 11/14/22 11/15/22 11/17/22 12/05/22 12/27/22 12/27/22 12/27/22 12/27/22 12/27/22 12/27/22 12/27/22 12/27/22 12/27/22 12/27/22 12/27/22 12/27/22 12/27/22 12/27/22 12/27/22 12/27/22 12/27/23 02/16/23 02/17/23 02/23/23	DESCRIPTION Beg Bal		
02/23/23		24,431.50	28,015.00
03/02/23		-407,112.33	-466,187.88
03/03/23		133,334.63	152,659.46
03/03/23		255.00	291.96
03/03/23		3,750.00	4,293.51
03/09/23		-1,620.54	-1,853.72
03/10/23		12,773.80	14,609.62
03/16/23		3,750.00	4,285.04
03/22/23		2,681,412.96	3,061,195.00

# \$17,750,000 Lake Deer Community Development District (Polk County, Florida) Special Assessment Bonds, Series 2022 Acquisition & Construction Account

### ARBITRAGE REBATE CALCULATION DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (5.544043%)
04/03/23		159,239.09	181,489.41
04/03/23		1,249,210.67	1,423,761.64
04/03/23		18,310.00	20,868.44
04/06/23		510.00	581.00
04/06/23		3,750.00	4,272.04
04/07/23		-407,112.33	-463,715.88
04/24/23		3,750.00	4,260.37
04/26/23		-407,112.32	-462,379.42
05/02/23		716,830.27	813,401.11
05/05/23		579,803.91	657,614.91
06/08/23		26.50	29.91
06/21/23		255.00	287.21
07/11/23		152.00	170.68
07/17/23		765.00	858.23
08/09/23		647.50	723.98
08/09/23 09/18/23 09/30/23  08/24/25	de minimis TOTALS:	1,245.00 -0.85 199.50 86,789.17	1,392.06 -0.94 221.34 

ISSUE DATE: 08/24/22 REBATABLE ARBITRAGE: -172,284.40 COMP DATE: 08/24/25 NET INCOME: 86,789.17 BOND YIELD: 5.544043% TAX INV YIELD: 2.029109%

# \$17,750,000 Lake Deer Community Development District (Polk County, Florida) Special Assessment Bonds, Series 2022 Debt Service Reserve Fund

### ARBITRAGE REBATE CALCULATION DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (5.544043%)
08/24/22 09/20/22 03/14/23 09/14/23 11/01/23 02/01/24 03/14/24 04/02/24 05/01/24 05/02/24 06/04/24 07/02/24 08/01/24 08/02/24	Beg Bal	-1,217,393.76 400.24 12,232.25 24,454.92 133,650.00 256,989.57 29,116.37 3,730.65 97,279.19 3,558.30 3,244.29 3,139.61 94,356.24 3,242.31	-1,434,433.66 469.74 13,981.75 27,198.59 147,587.12 279,935.22 31,509.57 4,026.26 104,526.05 3,822.80 3,468.54 3,342.38 100,008.70 3,436.02
09/04/24 10/02/24 10/31/24	Bal	2,822.50 2,627.29	2,976.62 2,758.99
10/31/24	Acc	635,118.76 2,714.87	664,126.19 2,838.86
08/24/25	TOTALS:	91,283.60	-38,420.24

ISSUE DATE: 08/24/22 REBATABLE ARBITRAGE: -38,420.24 COMP DATE: 08/24/25 NET INCOME: 91,283.60 BOND YIELD: 5.544043% TAX INV YIELD: 4.009774%

# \$17,750,000 Lake Deer Community Development District (Polk County, Florida) Special Assessment Bonds, Series 2022 Capitalized Interest Fund

### ARBITRAGE REBATE CALCULATION DETAIL REPORT

			FUTURE VALUE @
		RECEIPTS	BOND YIELD OF
DATE	DESCRIPTION	(PAYMENTS)	(5.544043%)
08/24/22	Beg Bal	-665,257.63	-783,861.37
09/02/22	_	218.71	257.39
10/04/22		820.18	960.55
11/01/22		180,454.50	210,473.30
11/02/22		1,006.09	1,173.28
12/02/22		777.01	902.01
01/03/23		905.85	1,046.64
02/01/23		963.63	1,108.67
03/02/23		873.97	1,000.79
04/04/23		1,179.46	1,344.06
05/01/23		484,803.13	550,199.02
05/02/23		1,471.68	1,669.94
08/24/25	TOTALS:	8,216.58	-13,725.73

ISSUE DATE: 08/24/22 REBATABLE ARBITRAGE: -13,725.73
COMP DATE: 08/24/25 NET INCOME: 8,216.58
BOND YIELD: 5.544043% TAX INV YIELD: 2.251333%

# \$17,750,000 Lake Deer Community Development District (Polk County, Florida) Special Assessment Bonds, Series 2022 Costs of Issuance Account

### ARBITRAGE REBATE CALCULATION DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @BOND YIELD OF (5.544043%)
08/24/22 08/24/22 08/24/22 08/24/22 08/24/22 08/24/22 08/24/22 09/09/22 03/09/23 09/18/23	Beg Bal	-209,954.13 6,000.00 30,000.00 50,000.00 58,000.00 56,954.13 1,500.00 5,900.00 1,620.54 0.85	-247,385.26 7,069.69 35,348.47 58,914.12 68,340.38 67,108.05 1,767.42 6,936.04 1,853.72 0.94
08/24/25	TOTALS:	21.39	-46.41

ISSUE DATE: 08/24/22 REBATABLE ARBITRAGE: -46.41 COMP DATE: 08/24/25 NET INCOME: 21.39 BOND YIELD: 5.544043% TAX INV YIELD: 1.919141%

#### \$17,750,000

#### Lake Deer Community Development District (Polk County, Florida) Special Assessment Bonds, Series 2022 Rebate Computation Credits

### ARBITRAGE REBATE CALCULATION DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (5.544043%)
08/24/23 08/24/24		-1,960.00 -2,070.00	-2,186.53 -2,186.35
08/24/25	TOTALS:	-4,030.00	-4,372.88

ISSUE DATE: 08/24/22 REBATABLE ARBITRAGE: -4,372.88

COMP DATE: 08/24/25 BOND YIELD: 5.544043%

## SECTION IX



#### FL01 LIGHTING SERVICE AGREEMENT

Customer Information: LAKE DEER CDD JBRADDY@CASSIDYLANDDEV.COM Project Information:
Poinciana Lake Deer Tract 1
(Lake Deer Estates)

Account Number: 9101 7657 3113

Work Order Number: 56686336 / 43827355

Duke Energy Representative Contact Info: Robert Suggs

This Lighting Service Agreement is hereby entered into this 27th day of January., 2025, between Duke Energy (hereinafter called the "Company") and LAKE DEER CDD (hereinafter referred to as the "Customer") for lighting service at the above location(s). The Customer agrees to receive and pay for lighting service from the Company in accordance with the rates, terms and provisions of the Company's Rate Schedule LS1U and Service Regulations, or its successor, as the same is on file with the Florida Public Service Commission (FLORIDA PUBLIC SERVICE COMMISSION) and as may be amended and subsequently filed with the FLORIDA PUBLIC SERVICE COMMISSION.

To the extent there is any conflict between this Agreement and the Lighting Service Rate Schedule, the Lighting Service Rate Schedule shall control. In the event of termination by the Customer during the initial term of this agreement under this rate schedule or upon early termination of service under this schedule, the customer agrees to pay remaining terms of this agreement as delegated by the FLORIDA PUBLIC SERVICE COMMISSION.

The date of *initiation* of service shall be defined as the date the first light(s) is energized. It is further agreed that Duke Energy reserves the right to discontinue service and remove any Duke Energy-owned facilities from the Customers premise if the Customer violates any of the terms of the Service Regulations, Rate Schedule or this Agreement.

Rennie Heath, Lake Deer CDD Board Chairman		
Customer Signature	Date SignedJan. 27, 2025	_
Duke Energy Representative	Date Signed	



Summary of Estimated Charges							
Minimum Service Term	Initial Monthly Cost	Total Early Termination Charges	Total One Time Charges	Total Cost for Initial term	Ongoing Monthly Charge post Term		
10 Years (120) Months	1424.92	0.00	0.00	170990.40	1424.92		

Monthly Base Charges								
Service Required	Quantity	Product Description Fixtures and Poles	Equipment Rental**	Maintenance	Energy	Unit Total	Sub-Total	
ı	049	Light Fixture Roadway LED 50W Gray Type III Micro 3000K	4.87	2.04	1.33	8.24	403.76	
1 0	049	Light Pole Type 1 Concrete 30ft Long	6.68	0.00	0.00	6.68	327.32	
		Rental, Maintenance, F&E Totals:	\$565.95	\$99.96	\$65.17			
Estimated Change to Base Monthly Charge Total							\$731.08	

Additional Monthly Charges						
Service Required	Quantity Required	Description	Unit Price	Sub-Total		
	049	MLDF : Light Fixture Roadway LED 50W Gray Type III Micro 3000K served underground DEFFL56686336	7.08	346.92		
	049	MLDF : Light Pole Type 1 Concrete 30ft Long DEFFL56686336	7.08	346.92		
		Estimated Change to Additional Monthly C excludes any applicable taxes, franchise fees o		\$693.84		



#### **Outdoor lighting Terms and Conditions**

Duke Energy will call for locate of all public facilities. Any customer owned utilities would need to be located and marked at your expense.

If any or all of these lighting facilities will eventually be submitted to a governmental agency for inclusion into a taxing district, MSTU or MSBU special assessment program, please verify that these facilities meet the requirements within that jurisdiction. Should the agency not accept these facilities into their program, the entity who signs the Lighting Service Contract will remain responsible for payment.

#### Rate per Month:

The monthly charges consist of the items below. These charges may be adjusted subject to review and approval by the Florida Public Service Commission.

Customer Charge
Pole Charge
Light Fixture Charge
Light Fixture Maintenance Charge
Energy and Demand Charge:
Non-fuel Energy Charge
Plus the Cost Recovery Factors listed in
Rate Schedule BA-1, Billing Adjustments\*\*,
except the Fuel Cost Recovery Factor and

Asset Securitization Charge Factor: See Sheet No. 6.105 and 6.106 Fuel Cost Recovery Factor \*\*: See Sheet No. 6.105

Fuel Cost Recovery Factor \*\*: See Sheet No. 6.105
Asset Securitization Charge Factor: See Sheet No. 6.105

#### **Additional Charges:**

Certain additional charges may also apply to the installation.

Gross Receipts Tax Factor:

Right-of-Way Utilization Fees:

Municipal Tax:

See Sheet No. 6.106

#### THE CUSTOMER AGREES:

- 1. To purchase from the Company all of the electric energy used for the operation of the Lighting System.
- 2. To be responsible for paying, when due, all bills rendered by the Company pursuant to the Company's currently effective Lighting Rate Schedule LS-1, or its successor, for facilities and service provided in accordance with this Contract.
- 3. To be responsible for trimming trees that may either obstruct the light output from fixture(s) or that obstruct maintenance access to the facilities.

#### IT IS MUTUALLY AGREED THAT:

4. Requests for exchanging facilities, upgrades, relocations, etc. are subject to Section III, paragraph 3.05, of the Company's General Rules and Regulations Governing Electric Service.

THIS IS NOT A BILL. PLEASE DO NOT SEND A PAYMENT IN RESPONSE TO THIS COMMUNICATION.

<sup>\*\*</sup>Charges are normally revised on an annual basis.



- 5. The Company does not guarantee continuous lighting service and will not be liable for damages for any interruption, deficiency or failure of service, and reserves the right to interrupt service at any time for necessary repairs to lines or equipment. Nothing in this Contract is intended to benefit any third party or to impose any obligation on the Company to any such third party.
- 6. Installation shall be made only when, in the judgment of the Company, the location and the type of the facilities are, and will continue to be, easily and economically accessible to the Company's equipment and personnel for both construction and maintenance. In the event the Customer or its contractor, subcontractor or other agent changes the grading, which requires the Company to move its facilities or otherwise incur costs to ensure compliance with applicable code requirements, Customer shall compensate the Company for all such costs incurred by the Company to comply with any applicable code requirements. In the event Customer fails to pay the Company within 30 days of the completion of such work, Customer shall pay the Company any amounts owing the Company, including interest and any attorneys and other fees and costs the Company incurs to collect any amounts owed to the Company.
- 7. Modification of the facilities provided by the Company under this Contract may only be made through the execution of a written amendment to this Contract.
- 8. The Company will, at the request of the Customer, relocate the lighting facilities covered by this Agreement, if provided sufficient rights-of-way or easements to do so. The Customer shall be responsible for the payment of all costs associated with any such Customer-requested relocation of the Company's lighting facilities.
- 9. The Company may, at any time, substitute for any luminaire/lamp installed hereunder another luminaire/lamp which shall be of at least equal illuminating capacity and efficiency.
- 10. Customer agrees to take responsibility for the cost incurred to repair or replace any fixture or pole which has been willfully damaged. The Company shall not be required to make such repair or replacement prior to payment by the Customer for damage.
- 11. The Company will repair or replace malfunctioning lighting fixtures maintained by the Company in accordance with Section 768.1382, Florida Statutes (2005).
- 12. This Contract shall be for a term of ten (10) years from the date of initiation of service. The date of initiation of service shall be defined as the date the first lights are energized.
- 13. Should the Customer fail to pay any bills due and rendered pursuant to this Contract or otherwise fail to perform the obligations contained in this Contract, said obligations being material and going to the essence of this Contract, the Company may cease to supply electric energy or service until the Customer has paid the bills due and rendered or has fully cured such other breach of this Contract. Service charges associated with the reconnection of service after disconnection for nonpayment or violation of Company or Commission Rules may be assessed for each lighting installation on an account. Any failure of the Company to exercise its rights hereunder shall not be a waiver of its rights. It is understood, however, that such discontinuance of the supplying of electric energy or service shall not constitute a breach of this Contract by the Company, nor shall it relieve the Customer of the obligation to perform any of the terms and conditions of this Contract.
- 14. If the Customer no longer wishes to receive service under this schedule, the Customer may terminate the Contract by giving the Company at least sixty (60) days advance written notice to the Company. Upon early termination of service, the Customer shall pay an amount equal to the remaining monthly customer charges, remaining Contribution in Aid of Construction ("CIAC"), if applicable, and remaining pole and fixture lease amounts for the term of the contract. The Customer will be responsible for the cost of removing the facilities.



- 15. In the event of the sale of the real property upon which the facilities are installed, or if the Customer's obligations under this Contract are to be assigned to a third party, upon the written consent of the Company, this Contract may be assigned by the Customer to the Purchaser or to the third party. No assignment shall relieve the Customer from its obligations hereunder until such obligations have been assumed by the Purchaser or third party and agreed to by the Company.
- 16. This Contract supersedes all previous contracts or representations, either written, oral or otherwise between the Customer and the Company with respect to the facilities referenced herein and constitutes the entire Contract between the parties. This Contract does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by the Company to third parties.
- 17. This Contract shall inure to the benefit of, and be binding upon the successors and assigns of the Customer and the Company.
- 18. This Contract is subject to the Company's Tariff for Retail Service, or as they may be hereafter revised, amended or supplemented. In the event of any conflict between the terms of this Contract and the provisions of the Company's Tariff for Retail Services, the provisions of the Company's Tariff for Retail Service and FPSC Rules shall control, or as they may be hereafter revised, amended or supplemented.
- 19. The obligation to furnish or purchase service shall be excused at any time that either party is prevented from complying with this Contract by strikes, lockouts, fires, riots, acts of God, the public enemy, governmental or court actions, lightning, hurricanes, storms, floods, inclement weather that necessitates extraordinary measures and expense to construct facilities and/or maintain operations, or by any other cause or causes not under the control of the party thus prevented from compliance, and the Company shall not have the obligation to furnish service if it is prevented from complying with this Contract by reason of any partial, temporary or entire shut-down of service which, in the sole opinion of the Company, is reasonably necessary for the purpose of repairing or making more efficient all or any part of its generating, transmission, distribution or other electrical equipment.
- 20. In no event shall the Company, its parent corporation, affiliate corporations, officers, directors, employees, agents, and contractors or subcontractors be liable to the Customer, its employees, agents or representatives, for any incidental, indirect, special, consequential, exemplary, punitive or multiple damages resulting from any claim or cause of action, whether brought in contract, tort (including, but not limited to, negligence or strict liability), or any other legal theory.



#### FL01 LIGHTING SERVICE AGREEMENT

Customer Information:	
LAKE DEER CDD	
JBRADDY@CASSIDYLANDDFV.COM	Л

Project Information:
Poinciana Lake Deer Tract 2
(Lake Deer Estates)

Account Number: 9101 7657 3113

Work Order Number: 56686291 / 45081009

Duke Energy Representative Contact Info: Robert Suggs

This Lighting Service Agreement is hereby entered into this 27th day of January., 2025, between Duke Energy (hereinafter called the "Company") and LAKE DEER CDD (hereinafter referred to as the "Customer") for lighting service at the above location(s). The Customer agrees to receive and pay for lighting service from the Company in accordance with the rates, terms and provisions of the Company's Rate Schedule LS1U and Service Regulations, or its successor, as the same is on file with the Florida Public Service Commission (FLORIDA PUBLIC SERVICE COMMISSION) and as may be amended and subsequently filed with the FLORIDA PUBLIC SERVICE COMMISSION.

To the extent there is any conflict between this Agreement and the Lighting Service Rate Schedule, the Lighting Service Rate Schedule shall control. In the event of termination by the Customer during the initial term of this agreement under this rate schedule or upon early termination of service under this schedule, the customer agrees to pay remaining terms of this agreement as delegated by the FLORIDA PUBLIC SERVICE COMMISSION.

The date of *initiation* of service shall be defined as the date the first light(s) is energized. It is further agreed that Duke Energy reserves the right to discontinue service and remove any Duke Energy-owned facilities from the Customers premise if the Customer violates any of the terms of the Service Regulations, Rate Schedule or this Agreement.

Rennie Heath, Lake Deer CDD Board Chairman		
Customer Signature T	Date Signed	Jan. 27, 2025
Duke Energy Representative	Date Signed _	

THIS IS NOT A BILL. PLEASE DO NOT SEND A PAYMENT IN RESPONSE TO THIS COMMUNICATION.



Summary of Estimated Charges							
Minimum Service Term	Initial Monthly Cost	Total Early Termination Charges	Total One Time Charges	Total Cost for Initial term	Ongoing Monthly Charge post Term		
10 Years (120) Months	1352.64	0.00	0.00	162316.80	1352.64		

	Monthly Base Charges							
Service Required	Quantity	Product Description Fixtures and Poles	Equipment Rental**	Maintenance	Energy	Unit Total	Sub-Total	
1	048	Light Fixture Roadway LED 50W Gray Type III Micro 3000K	4.87	2.04	1.33	8.24	395.52	
1	048	Light Pole Type 1 Concrete 30ft Long	6.68	0.00	0.00	6.68	320.64	
		Rental, Maintenance, F&E Totals:	\$554.40	\$97.92	\$63.84			
Estimated Change to Base Monthly Charge Total						\$716.16		

	Additional Monthly Charges						
Service Required	Quantity Required	Description	Unit Price	Sub-Total			
	048	MLDF : Light Fixture Roadway LED 50W Gray Type III Micro 3000K served underground DEFFL56686291	6.63	318.24			
	048	MLDF : Light Pole Type 1 Concrete 30ft Long DEFFL56686291	6.63	318.24			
		Estimated Change to Additional Monthly ( excludes any applicable taxes, franchise fees of		\$636.48			



#### **Outdoor lighting Terms and Conditions**

Duke Energy will call for locate of all public facilities. Any customer owned utilities would need to be located and marked at your expense.

If any or all of these lighting facilities will eventually be submitted to a governmental agency for inclusion into a taxing district, MSTU or MSBU special assessment program, please verify that these facilities meet the requirements within that jurisdiction. Should the agency not accept these facilities into their program, the entity who signs the Lighting Service Contract will remain responsible for payment.

#### Rate per Month:

The monthly charges consist of the items below. These charges may be adjusted subject to review and approval by the Florida Public Service Commission.

Customer Charge
Pole Charge
Light Fixture Charge
Light Fixture Maintenance Charge
Energy and Demand Charge:
Non-fuel Energy Charge
Plus the Cost Recovery Factors listed in
Rate Schedule BA-1, Billing Adjustments\*\*,

Rate Schedule BA-1, Billing Adjustments\*\*, except the Fuel Cost Recovery Factor and Asset Securitization Charge Factor:

Fuel Cost Recovery Factor \*\*:

See Sheet No. 6.105 and 6.106

See Sheet No. 6.105 See Sheet No. 6.105

#### **Additional Charges:**

Certain additional charges may also apply to the installation.

Gross Receipts Tax Factor:

Right-of-Way Utilization Fees:

Municipal Tax:

See Sheet No. 6.106

#### THE CUSTOMER AGREES:

- 1. To purchase from the Company all of the electric energy used for the operation of the Lighting System.
- 2. To be responsible for paying, when due, all bills rendered by the Company pursuant to the Company's currently effective Lighting Rate Schedule LS-1, or its successor, for facilities and service provided in accordance with this Contract.
- 3. To be responsible for trimming trees that may either obstruct the light output from fixture(s) or that obstruct maintenance access to the facilities.

#### IT IS MUTUALLY AGREED THAT:

4. Requests for exchanging facilities, upgrades, relocations, etc. are subject to Section III, paragraph 3.05, of the Company's General Rules and Regulations Governing Electric Service.

THIS IS NOT A BILL, PLEASE DO NOT SEND A PAYMENT IN RESPONSE TO THIS COMMUNICATION.

Asset Securitization Charge Factor:

<sup>\*\*</sup>Charges are normally revised on an annual basis.



- 5. The Company does not guarantee continuous lighting service and will not be liable for damages for any interruption, deficiency or failure of service, and reserves the right to interrupt service at any time for necessary repairs to lines or equipment. Nothing in this Contract is intended to benefit any third party or to impose any obligation on the Company to any such third party.
- 6. Installation shall be made only when, in the judgment of the Company, the location and the type of the facilities are, and will continue to be, easily and economically accessible to the Company's equipment and personnel for both construction and maintenance. In the event the Customer or its contractor, subcontractor or other agent changes the grading, which requires the Company to move its facilities or otherwise incur costs to ensure compliance with applicable code requirements, Customer shall compensate the Company for all such costs incurred by the Company to comply with any applicable code requirements. In the event Customer fails to pay the Company within 30 days of the completion of such work, Customer shall pay the Company any amounts owing the Company, including interest and any attorneys and other fees and costs the Company incurs to collect any amounts owed to the Company.
- 7. Modification of the facilities provided by the Company under this Contract may only be made through the execution of a written amendment to this Contract.
- 8. The Company will, at the request of the Customer, relocate the lighting facilities covered by this Agreement, if provided sufficient rights-of-way or easements to do so. The Customer shall be responsible for the payment of all costs associated with any such Customer-requested relocation of the Company's lighting facilities.
- 9. The Company may, at any time, substitute for any luminaire/lamp installed hereunder another luminaire/lamp which shall be of at least equal illuminating capacity and efficiency.
- 10. Customer agrees to take responsibility for the cost incurred to repair or replace any fixture or pole which has been willfully damaged. The Company shall not be required to make such repair or replacement prior to payment by the Customer for damage.
- 11. The Company will repair or replace malfunctioning lighting fixtures maintained by the Company in accordance with Section 768.1382, Florida Statutes (2005).
- 12. This Contract shall be for a term of ten (10) years from the date of initiation of service. The date of initiation of service shall be defined as the date the first lights are energized.
- 13. Should the Customer fail to pay any bills due and rendered pursuant to this Contract or otherwise fail to perform the obligations contained in this Contract, said obligations being material and going to the essence of this Contract, the Company may cease to supply electric energy or service until the Customer has paid the bills due and rendered or has fully cured such other breach of this Contract. Service charges associated with the reconnection of service after disconnection for nonpayment or violation of Company or Commission Rules may be assessed for each lighting installation on an account. Any failure of the Company to exercise its rights hereunder shall not be a waiver of its rights. It is understood, however, that such discontinuance of the supplying of electric energy or service shall not constitute a breach of this Contract by the Company, nor shall it relieve the Customer of the obligation to perform any of the terms and conditions of this Contract.
- 14. If the Customer no longer wishes to receive service under this schedule, the Customer may terminate the Contract by giving the Company at least sixty (60) days advance written notice to the Company. Upon early termination of service, the Customer shall pay an amount equal to the remaining monthly customer charges, remaining Contribution in Aid of Construction ("CIAC"), if applicable, and remaining pole and fixture lease amounts for the term of the contract. The Customer will be responsible for the cost of removing the facilities.



- 15. In the event of the sale of the real property upon which the facilities are installed, or if the Customer's obligations under this Contract are to be assigned to a third party, upon the written consent of the Company, this Contract may be assigned by the Customer to the Purchaser or to the third party. No assignment shall relieve the Customer from its obligations hereunder until such obligations have been assumed by the Purchaser or third party and agreed to by the Company.
- 16. This Contract supersedes all previous contracts or representations, either written, oral or otherwise between the Customer and the Company with respect to the facilities referenced herein and constitutes the entire Contract between the parties. This Contract does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by the Company to third parties.
- 17. This Contract shall inure to the benefit of, and be binding upon the successors and assigns of the Customer and the Company.
- 18. This Contract is subject to the Company's Tariff for Retail Service, or as they may be hereafter revised, amended or supplemented. In the event of any conflict between the terms of this Contract and the provisions of the Company's Tariff for Retail Services, the provisions of the Company's Tariff for Retail Service and FPSC Rules shall control, or as they may be hereafter revised, amended or supplemented.
- 19. The obligation to furnish or purchase service shall be excused at any time that either party is prevented from complying with this Contract by strikes, lockouts, fires, riots, acts of God, the public enemy, governmental or court actions, lightning, hurricanes, storms, floods, inclement weather that necessitates extraordinary measures and expense to construct facilities and/or maintain operations, or by any other cause or causes not under the control of the party thus prevented from compliance, and the Company shall not have the obligation to furnish service if it is prevented from complying with this Contract by reason of any partial, temporary or entire shut-down of service which, in the sole opinion of the Company, is reasonably necessary for the purpose of repairing or making more efficient all or any part of its generating, transmission, distribution or other electrical equipment.
- 20. In no event shall the Company, its parent corporation, affiliate corporations, officers, directors, employees, agents, and contractors or subcontractors be liable to the Customer, its employees, agents or representatives, for any incidental, indirect, special, consequential, exemplary, punitive or multiple damages resulting from any claim or cause of action, whether brought in contract, tort (including, but not limited to, negligence or strict liability), or any other legal theory.



#### FL01 LIGHTING SERVICE AGREEMENT

Customer Information:	
LAKE DEER CDD	
JBRADDY@CASSIDYLANDDEV.COM	1

Project Information:
Poinciana Lake Deer Tract 3
(Lake Deer Estates)

Account Number: 9101 7657 3113

Work Order Number: 56686185 / 45080979

Duke Energy Representative Contact Info: Robert Suggs

This Lighting Service Agreement is hereby entered into this 27th day of January., 2025, between Duke Energy (hereinafter called the "Company") and LAKE DEER CDD (hereinafter referred to as the "Customer") for lighting service at the above location(s). The Customer agrees to receive and pay for lighting service from the Company in accordance with the rates, terms and provisions of the Company's Rate Schedule LS1U and Service Regulations, or its successor, as the same is on file with the Florida Public Service Commission (FLORIDA PUBLIC SERVICE COMMISSION) and as may be amended and subsequently filed with the FLORIDA PUBLIC SERVICE COMMISSION.

To the extent there is any conflict between this Agreement and the Lighting Service Rate Schedule, the Lighting Service Rate Schedule shall control. In the event of termination by the Customer during the initial term of this agreement under this rate schedule or upon early termination of service under this schedule, the customer agrees to pay remaining terms of this agreement as delegated by the FLORIDA PUBLIC SERVICE COMMISSION.

The date of *initiation* of service shall be defined as the date the first light(s) is energized. It is further agreed that Duke Energy reserves the right to discontinue service and remove any Duke Energy-owned facilities from the Customers premise if the Customer violates any of the terms of the Service Regulations, Rate Schedule or this Agreement.

Rennie Heath, Lake/Deer CDD Board Chairman	
Customer Signature	Date Signed <u>Jan. 27, 2025</u>
Duke Energy Representative	Date Signed

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	Sum	nmary of Esti	mated Charges		
Minimum Service Term	Initial Monthly Cost	Total Early Termination Charges	Total One Time Charges	Total Cost for Initial term	Ongoing Monthly Charge post Term
10 Years (120) Months	779.52	0.00	0.00	93542.40	779.52

Monthly Base Charges								
Service Required	Quantity	Product Description Fixtures and Poles	Equipment Rental**	Maintenance	Energy	Unit Total	Sub-Total	
ı	028	Light Fixture Roadway LED 50W Gray Type III Micro 3000K	4.87	2.04	1.33	8.24	230.72	
E	028	Light Pole Type 1 Concrete 30ft Long	6.68	0.00	0.00	6.68	187.04	
		Rental, Maintenance, F&E Totals:	\$323.40	\$57.12	\$37.24			
Estimated Change to Base Monthly Charge Total							\$417.76	

Additional Monthly Charges				
Service Required	Quantity Required	Description	Unit Price	Sub-Total
	028	MLDF : Light Fixture Roadway LED 50W Gray Type III Micro 3000K served underground DEFFL56686185	6.46	180.88
	028	MLDF : Light Pole Type 1 Concrete 30ft Long DEFFL56686185	6.46	180.88
		Estimated Change to Additional Monthly Charge Total excludes any applicable taxes, franchise fees or customer charge		\$361.76



#### **Outdoor lighting Terms and Conditions**

Duke Energy will call for locate of all public facilities. Any customer owned utilities would need to be located and marked at your expense.

If any or all of these lighting facilities will eventually be submitted to a governmental agency for inclusion into a taxing district, MSTU or MSBU special assessment program, please verify that these facilities meet the requirements within that jurisdiction. Should the agency not accept these facilities into their program, the entity who signs the Lighting Service Contract will remain responsible for payment.

#### Rate per Month:

The monthly charges consist of the items below. These charges may be adjusted subject to review and approval by the Florida Public Service Commission.

Customer Charge
Pole Charge
Light Fixture Charge
Light Fixture Maintenance Charge
Energy and Demand Charge:
Non-fuel Energy Charge
Plus the Cost Recovery Factors listed in

Rate Schedule BA-1, Billing Adjustments\*\*, except the Fuel Cost Recovery Factor and Asset Securitization Charge Factor:

Fuel Cost Recovery Factor \*\*:

See Sheet No. 6.105 and 6.106 See Sheet No. 6.105

Asset Securitization Charge Factor:

See Sheet No. 6.105

#### **Additional Charges:**

Certain additional charges may also apply to the installation.

Gross Receipts Tax Factor:

Right-of-Way Utilization Fees:

Municipal Tax:

See Sheet No. 6.106
Sales Tax:

See Sheet No. 6.106
See Sheet No. 6.106
See Sheet No. 6.106

#### THE CUSTOMER AGREES:

- 1. To purchase from the Company all of the electric energy used for the operation of the Lighting System.
- 2. To be responsible for paying, when due, all bills rendered by the Company pursuant to the Company's currently effective Lighting Rate Schedule LS-1, or its successor, for facilities and service provided in accordance with this Contract.
- 3. To be responsible for trimming trees that may either obstruct the light output from fixture(s) or that obstruct maintenance access to the facilities.

#### IT IS MUTUALLY AGREED THAT:

4. Requests for exchanging facilities, upgrades, relocations, etc. are subject to Section III, paragraph 3.05, of the Company's General Rules and Regulations Governing Electric Service.

THIS IS NOT A BILL, PLEASE DO NOT SEND A PAYMENT IN RESPONSE TO THIS COMMUNICATION.

<sup>\*\*</sup>Charges are normally revised on an annual basis.



- 5. The Company does not guarantee continuous lighting service and will not be liable for damages for any interruption, deficiency or failure of service, and reserves the right to interrupt service at any time for necessary repairs to lines or equipment. Nothing in this Contract is intended to benefit any third party or to impose any obligation on the Company to any such third party.
- 6. Installation shall be made only when, in the judgment of the Company, the location and the type of the facilities are, and will continue to be, easily and economically accessible to the Company's equipment and personnel for both construction and maintenance. In the event the Customer or its contractor, subcontractor or other agent changes the grading, which requires the Company to move its facilities or otherwise incur costs to ensure compliance with applicable code requirements, Customer shall compensate the Company for all such costs incurred by the Company to comply with any applicable code requirements. In the event Customer fails to pay the Company within 30 days of the completion of such work, Customer shall pay the Company any amounts owing the Company, including interest and any attorneys and other fees and costs the Company incurs to collect any amounts owed to the Company.
- 7. Modification of the facilities provided by the Company under this Contract may only be made through the execution of a written amendment to this Contract.
- 8.The Company will, at the request of the Customer, relocate the lighting facilities covered by this Agreement, if provided sufficient rights-of-way or easements to do so. The Customer shall be responsible for the payment of all costs associated with any such Customer-requested relocation of the Company's lighting facilities.
- 9. The Company may, at any time, substitute for any luminaire/lamp installed hereunder another luminaire/lamp which shall be of at least equal illuminating capacity and efficiency.
- 10. Customer agrees to take responsibility for the cost incurred to repair or replace any fixture or pole which has been willfully damaged. The Company shall not be required to make such repair or replacement prior to payment by the Customer for damage.
- 11. The Company will repair or replace malfunctioning lighting fixtures maintained by the Company in accordance with Section 768.1382, Florida Statutes (2005).
- 12. This Contract shall be for a term of ten (10) years from the date of initiation of service. The date of initiation of service shall be defined as the date the first lights are energized.
- 13. Should the Customer fail to pay any bills due and rendered pursuant to this Contract or otherwise fail to perform the obligations contained in this Contract, said obligations being material and going to the essence of this Contract, the Company may cease to supply electric energy or service until the Customer has paid the bills due and rendered or has fully cured such other breach of this Contract. Service charges associated with the reconnection of service after disconnection for nonpayment or violation of Company or Commission Rules may be assessed for each lighting installation on an account. Any failure of the Company to exercise its rights hereunder shall not be a waiver of its rights. It is understood, however, that such discontinuance of the supplying of electric energy or service shall not constitute a breach of this Contract by the Company, nor shall it relieve the Customer of the obligation to perform any of the terms and conditions of this Contract.
- 14. If the Customer no longer wishes to receive service under this schedule, the Customer may terminate the Contract by giving the Company at least sixty (60) days advance written notice to the Company. Upon early termination of service, the Customer shall pay an amount equal to the remaining monthly customer charges, remaining Contribution in Aid of Construction ("CIAC"), if applicable, and remaining pole and fixture lease amounts for the term of the contract. The Customer will be responsible for the cost of removing the facilities.



- 15. In the event of the sale of the real property upon which the facilities are installed, or if the Customer's obligations under this Contract are to be assigned to a third party, upon the written consent of the Company, this Contract may be assigned by the Customer to the Purchaser or to the third party. No assignment shall relieve the Customer from its obligations hereunder until such obligations have been assumed by the Purchaser or third party and agreed to by the Company.
- 16. This Contract supersedes all previous contracts or representations, either written, oral or otherwise between the Customer and the Company with respect to the facilities referenced herein and constitutes the entire Contract between the parties. This Contract does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by the Company to third parties.
- 17. This Contract shall inure to the benefit of, and be binding upon the successors and assigns of the Customer and the Company.
- 18. This Contract is subject to the Company's Tariff for Retail Service, or as they may be hereafter revised, amended or supplemented. In the event of any conflict between the terms of this Contract and the provisions of the Company's Tariff for Retail Services, the provisions of the Company's Tariff for Retail Service and FPSC Rules shall control, or as they may be hereafter revised, amended or supplemented.
- 19. The obligation to furnish or purchase service shall be excused at any time that either party is prevented from complying with this Contract by strikes, lockouts, fires, riots, acts of God, the public enemy, governmental or court actions, lightning, hurricanes, storms, floods, inclement weather that necessitates extraordinary measures and expense to construct facilities and/or maintain operations, or by any other cause or causes not under the control of the party thus prevented from compliance, and the Company shall not have the obligation to furnish service if it is prevented from complying with this Contract by reason of any partial, temporary or entire shut-down of service which, in the sole opinion of the Company, is reasonably necessary for the purpose of repairing or making more efficient all or any part of its generating, transmission, distribution or other electrical equipment.
- 20. In no event shall the Company, its parent corporation, affiliate corporations, officers, directors, employees, agents, and contractors or subcontractors be liable to the Customer, its employees, agents or representatives, for any incidental, indirect, special, consequential, exemplary, punitive or multiple damages resulting from any claim or cause of action, whether brought in contract, tort (including, but not limited to, negligence or strict liability), or any other legal theory.

## SECTION X

## SECTION C

## Lake Deer CDD

## Field Management Report



February 19<sup>th</sup>, 2025
Joel Blanco
Field Manager
GMS

## Completed

## District Fence Repairs

- GMS staff has reviewed and documented the district fence repairs.
- Perimeter fence repairs along Marigold Ave. and behind the fire station on Bluethread Way have been reviewed and confirmed completed.
- Left over material has been stored in the amenity with unsalvageable material discarded.
- A light pressure wash will be scheduled to remove dirt from fence slats.



## 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.
- Sabal Palms throughout the district were trimmed.
- Landscaping vendor has assisted string trimming evasive pond vegetation when able to.
- Maintenance staff pressure washed both entrance monuments on Broadwing Blvd. and Cottontail Blvd.
- Ponds were found with vegetation inside and surrounding the pond banks. Vendor was notified to schedule treatment.
- Attached is a renewal agreement for current landscaping vendor and proposal from a secondary vendor that is used a various districts, for review.



## Site Item

## **Amenity Review**

- GMS staff has continued to review the amenity now that the amenity is open.
- Pool area remains in satisfactory conditions – consistently clean and free of trash.
- Playground area remains in clean—free of trash and operable conditions.
- Padlocks have been added to all dog park gate doors including gate that divides the dog park and playground.
- Field staff was made aware that the mailbox area does not have ample lighting at night. Attached is a proposal to add solar light fixtures on 12 ft. aluminum poles.











## Conclusion

For any questions or comments regarding the above information, please contact me by phone at 786-238-9473, or by email at <a href="mailto:jblanco@gmscfl.com">jblanco@gmscfl.com</a>. Thank you.

Respectfully,

Joel Blanco



## SECTION 1

## SECTION (a)



#### **SERVICES AGREEMENT**

PROPERTY NAME: Lake Deer CDD - Acct #: 20529

CUSTOMER NAME: Lake Deer CDD

SERVICE DESCRIPTION: Annual Maintenance Service Renewal EFFECTIVE DATE: March 1, 2025 through February 28, 2026

SUBMITTED TO: Joel Blanco SUBMITTED BY: Camila Morao

THIS SERVICES AGREEMENT (the "Agreement") is effective as of the date indicated above (the "Effective Date"), by and between SOLitude Lake Management, LLC ("SOLitude" or "Company"), and the customer identified above (the "Customer"), in accordance with the terms and conditions set forth in this Agreement.

- 1. <u>SERVICES</u>. SOLitude will provide services (the "Services") at the Customer's property in accordance with the Scope of Services attached hereto as Schedule A.
- 2. <u>MODIFICATIONS</u>. Any deviation from the requirements and Services outlined in Schedule A involving extra cost of material and labor will result in extra charges. Such additional services will be provided by SOLitude only upon a Change Order mutually approved by the parties in writing (the "Change Order").
- 3. <u>PRICING</u>. The Customer agrees to pay for the Services, as well as any applicable sales or other taxes, in accordance with the Pricing Schedule attached hereto as Schedule B. Prices are subject to annual increases. SOLitude will notify the Customer in writing (which may be by invoice) of such increases.
- 4. PAYMENT. Payment is due within thirty (30) days of the invoice date. Any disputes with an invoice or invoices must be brought to the attention of SOLitude by written notice within one hundred and twenty (120) days from the invoice date, otherwise Company will not be liable for any potential credits or adjustments. The parties agree to use good faith efforts to resolve any disputed invoice amounts within thirty (30) days after written notification of a dispute. Disputed amounts shall not affect payment of all undisputed amounts, and Customer agrees to pay all undisputed amounts owed on any disputed invoice within the applicable due dates. Invoices not paid on or before the invoice due date shall accrue interest charges at a rate of one percent (1%) per month, accruing as of the invoice date, until the time that such amounts are paid in full. Additionally, the Customer is liable for payment of all costs of collection of past due accounts, specifically including, but not limited to, court costs, expenses, and reasonable attorneys' fees. In addition to the compensation paid to SOLitude for performance of the Services, Customer shall reimburse Customer for all of the expenses paid or incurred by SOLitude in connection with the Services, including, but not limited to 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 Agreement ("Reimbursable Expenses").
- 5. <u>TERM AND EXPIRATION.</u> This Agreement shall commence on the Effective Date and shall remain in effect for an initial term of one (1) year(s) (the "Initial Term"). Thereafter, this Agreement shall automatically renew under the same terms, conditions and specifications as set forth by this Agreement and for the same period of time as the Initial Term (each an "Additional Term") (the "Initial Term" and each "Additional Term" thereafter are collectively referred to herein as the "Term") unless either party gives written notice of cancellation thirty (30) days prior to the termination



date of the Term then in effect. The parties understand and agree that the prices for each Additional Term shall automatically increase by six percent (6%) of then current annual pricing. Notwithstanding the foregoing, SOLitude reserves the right to annually increase the amount charged for the Services beyond the escalation percentage stated herein. Such increase shall be communicated by written notice to the Customer, which notice may be by invoice. Customer may reject any such additional increase by notifying SOLitude in writing within fifteen (15) days of receiving such price increase notice.

- 6. <u>TERMINATION.</u> SOLitude may terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to Customer. Subject to Sec. 7, in the event that this Agreement is terminated for any reason prior to the end of the Term, Customer agrees to pay SOLitude, in addition to all other amounts owed, an early termination fee of fifty percent (50%) of the remaining value of the Agreement (the "Early Termination Fee"). The Early Termination Fee is not a penalty, but rather a charge to compensate SOLitude for the Customer's failure to satisfy the Agreement in which the Customer's pricing plan is based.
- 7. <u>TERMINATION FOR CAUSE.</u> If SOLitude fails to materially perform pursuant to the terms of this Agreement, Customer shall provide written notice to SOLitude specifying the default. If SOLitude does not cure such default within forty-five (45) days of SOLitude's receipt of Customer's written notice, Customer may terminate this Agreement, in whole or in part, for cause. The Company, in case of such default, shall be entitled to receive payment only for work completed prior to said default, so long as the total paid hereunder does not exceed the contract sum. Either party may terminate this Agreement immediately if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.
- 8. <u>INSURANCE</u>. SOLitude will maintain general liability and property damage insurance as necessary given the scope and nature of the Services. A certificate of insurance will be issued to Customer, upon request.
- 9. INDEMNIFICATION; LIMITATION OF LIABILITY. THE CUSTOMER AGREES THAT THE WORK PROVIDED UNDER THIS AGREEMENT IS NOT TO BE CONSTRUED AS INSURANCE, OR AS A COVENANT, GUARANTEE, WARRANTY, OR PROMISE OF ANY KIND THAT THE CUSTOMER IS IN COMPLIANCE WITH ANY LEGAL GUIDELINES OR REQUIREMENTS. COMPANY DISCLAIMS ANY LIABILITY OR RESPONSIBILITY REGARDING THE PRACTICES AND OPERATIONS OF THE CUSTOMER, AND BEARS NO RESPONSIBILITY OR LIABILITY FOR WHETHER THE CUSTOMER CARRIES OUT THE RECOMMENDATIONS MADE BY COMPANY AND IN NO EVENT WILL COMPANY BE LIABLE FOR CONSEQUENTIAL, INDIRECT, OR ECONOMIC DAMAGES. THE CUSTOMER SHALL INDEMNIFY AND HOLD COMPANY HARMLESS FROM AND AGAINST ALL CLAIMS, DEMANDS, LIABILITIES, OBLIGATIONS, AND ATTORNEYS' FEES OR COSTS BROUGHT BY ANY THIRD PARTIES, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR BY FAILURE OF THE CUSTOMER TO ACT IN ACCORDANCE WITH ANY LEGAL REQUIREMENTS IN CONNECTION WITH THE SERVICES DESCRIBED IN SCHEDULE A. 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. COMPANY WILL BE RESPONSIBLE FOR ONLY THOSE DAMAGES, CLAIMS, CAUSES OF ACTION, INJURIES, OR LEGAL COSTS CAUSED BY ITS OWN DIRECT NEGLIGENCE OR MISCONDUCT, BUT THEN ONLY TO AN AMOUNT NOT TO EXCEED THE ANNUAL FEES CHARGED UNDER THE AGREEMENT.
- 10. <u>CONFIDENTIAL INFORMATION</u>. "Confidential Information" means any information disclosed by one party ("Discloser") to the other party ("Recipient"), either directly or indirectly, in writing, orally, or by inspection of tangible objects, other than information that the Recipient can establish (i) was publicly known and made generally available in the public domain prior to the time of disclosure; (ii) becomes publicly known and made generally available after disclosure other than through Recipient's action or inaction; or (iii) is in Recipient's possession, without confidentiality



restrictions, at the time of disclosure by Discloser as shown by Recipient's files and records immediately prior to the time of disclosure. Recipient shall not at any time (a) disclose, sell, license, transfer, or otherwise make available to any person or entity any Confidential Information, or (b) use, reproduce, or otherwise copy any Confidential Information, except as necessary in connection with the purpose for which such Confidential Information is disclosed to Recipient or as required by applicable law. Recipient agrees to take all reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information. All Confidential Information shall at all times remain the property of Discloser, and all documents, electronic media, and other tangible items containing or relating to any Confidential Information shall be delivered to Discloser immediately upon the request of Discloser.

Notwithstanding the foregoing, if Recipient is required by law, regulation, subpoena, government order, regulatory agency order, judicial order, or other court order to disclose any Confidential Information, Recipient shall give the Disclosing Party timely and lawful written notice of such a requirement prior to such disclosure, and shall reasonably and lawfully cooperate with the Disclosing Party to seek a protective order, confidential treatment, or other appropriate measures for such Confidential Information.

- 11. <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.
- 12. <u>RIGHT TO SUBCONTRACT</u>. The Company, in its sole discretion, may subcontract or delegate to an affiliate or third party any of its duties and obligations hereunder.
- 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>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.
- 15. <u>E-VERIFY</u>. SOLitude 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.
- 16. <u>GOVERNING LAW</u>. Except for the Mandatory Arbitration Clause in Section 17 of this Agreement, which is governed by and construed in accordance with the Federal Arbitration Act, this Agreement shall be governed by, and construed in accordance with, the laws of the state in which the Services are performed.
- 17. <u>MANDATORY ARBITRATION</u>. Any claim, dispute or controversy, regarding any contract, tort, statute, or otherwise ("Claim"), arising out of or relating to this Agreement or the relationships among the parties hereto shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association ("AAA"), under the AAA Commercial or Consumer, as applicable, Rules in effect at the time the Claim is filed ("AAA Rules").



Copies of the AAA Rules and forms can be located at www.adr.org, or by calling 1-800-778-7879. The arbitrator's decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. This clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator's award; any such suit may be brought only in Federal District Court for the District in which the services were performed or, if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state, or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Agreement including any claim that all or any part of the Agreement is void or voidable. Venue for arbitration hereunder shall be within the state where the customer's property, that is the subject of the services provided, is located.

- 18. <u>ASSIGNMENT</u>. The Company may assign this Agreement to a related or affiliated entity upon written notice to the Customer.
- 19. <u>NOTICES</u>. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be directed to the individuals and addresses listed in the signature block. Notices sent in accordance with this Section shall be deemed effectively given: (a) when received, if delivered by hand (with written confirmation of receipt); (b) when received, if sent by a nationally recognized overnight courier (receipt requested); or (c) on the third (3rd) business day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid.
- 20. DISCLAIMER. SOLitude is not responsible for the failure of any treatment, equipment installation, or other work that may 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. Customer 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 Agreement 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 also understands and accepts that similar risks would remain even if no work was performed. 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.
- 21. <u>BINDING</u>. This Agreement shall inure to the benefit of and be binding upon the legal representatives and successors of the parties.



- 22. <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.
- 23. <u>SEVERABILITY</u>. If any part of this Agreement is held to be invalid or unenforceable for any reason, the remaining Terms and Conditions of this Agreement shall remain in full force and effect.

By signing below, the parties agree to be bound by the terms and conditions of this Agreement and any accompanying schedules as of the Effective Date.

ACCEPTED AND APPROVED:

SOLITUDE LAKE MANAGEMENT, LLC.	Lake Deer CDD
Signature:	Signature:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:
Please Remit All Payments to:	Customer's Address for Notice Purposes:
SOLitude Lake Management, LLC 1320 Brookwood Drive Suite H Little Rock AR 72202	

Please Mail All Notices and Agreements to:

SOLitude Lake Management, LLC 1253 Jensen Drive, Suite 103 Virginia Beach, VA 23451



#### **SCHEDULE A – SCOPE OF SERVICES**

#### A SOLitude Aquatic Specialist will visit the site and inspect the pond twice per month.

#### Visual Inspections:

- 1. A visual inspection of the pond(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. Customer 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 pond(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 pond(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 pond(s) underground, underwater, or inside any of the associated structures.

#### **Aquatic Weed Control:**

- Any growth of undesirable aquatic weeds and vegetation found in the pond(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 at the time of application.
- 2. 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:

- Shoreline areas will be inspected for any growth of cattails, phragmites, or other unwanted shoreline vegetation found within the pond 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.
- 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.

#### Algae Control:

1. Any algae found in the pond(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:

Trash will be removed from the pond(s) and disposed of offsite. 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 pond areas only, and do not include any trash or debris removal from the surrounding
terrestrial (dry land) areas.

#### Pond Dye:

1. **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 service report detailing all of the work performed as part of this Agreement after each visit.

#### <u>Customer Responsibilities (when applicable):</u>

- 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 Agreement 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. The application method and equipment (boat, ATV, backpack, etc.) used is determined by our technician at the time of the treatment to ensure the most effective method is provided for optimal results.



#### **SCHEDULE B - PRICING SCHEDULE**

Total Price: **\$13,104.00** 

Invoice Amount: \$1,092.00

Invoice Frequency: Monthly

# SECTION (b)

#### **ESTIMATE**

**Aquatic Weed Management, Inc.** PO Box 1259 Haines City, FL 33845 WATERWEED1@AOL.COM +1 (863) 412-1919



Bill to

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

#### **Estimate details**

Estimate no.: 1550

Estimate date: 02/07/2025

# Da	ate Product or service	Description	Qty	Rate	Amount
1.	Scope of Work	Monthly pond herbicide maintenance on 17 ponds. Services include treatments for ALL vegetation (emerged, submerged and floating) within the ordinary high water level. Priced as \$/treatment for annual maintenance.	12	\$1,400.00	\$16,800.00
	ote to customer	Total		\$	16,800.00

Accepted date

Accepted by

# SECTION 2

Proposal #: 393

Proposal Date: 02/19/25



# Governmental Management Services - CF

Maintenance Services Phone: 407-201-1514 Email: Csmith@gmscfl.com

Bill To/District Lake Deer CDD		Prepared By: Governmental Management Services- CF, LLC 219 E. Livingston Street Orlando, FL 32801
	т 1	1D : ::

Job name and Description

Job Name: Installation of Solar Lights at Mailbox Areas

Description: Installation of (2) 12 ft. aluminum post behind the mailbox area with solar powered lighting (fixtures will have solar panel integrated in the fixture) installed on the top of the post. Posts will be reinforced with concrete at the base.

Qty	Description	Unit Price	Line Total
16	Labor	\$50.00	\$800
1	Mobilization	\$65.00	\$65
	Equipment		\$100
	Materials		\$477.25
		Total Due:	\$1,442.25

This Proposal is Valid for 30 days.

Client Signature:	

# SECTION D

# SECTION 1

# Community Development District

# **Summary of Check Register**

November 1, 2024 to January 31, 2025

Bank	Date	Check No.'s	Amount
General Fund			
	11/4/24	338-341	\$ 13,712.51
	11/11/24	342-345	\$ 24,479.28
	11/19/24	346-351	\$ 1,358.54
	11/20/24	352	\$ 10,534.00
	12/2/24	353-364	\$ 8,618.04
	12/9/24	365-367	\$ 10,276.44
	12/18/24	368-369	\$ 6,755.25
	12/30/24	370-372	\$ 1,646.10
	1/7/25	373-377	\$ 487,024.77
	1/13/25	377-378	\$ 7,668.69
	1/14/25	380	\$ 2,615.00
	1/17/25	381-382	\$ 265.86
	1/24/25	383-384	\$ 748.00
			\$ 575,702.48
		Total Amount	\$ 575,702.48

AP300R YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 2/12/25 PAGE 1
\*\*\* CHECK DATES 11/01/2024 - 01/31/2025 \*\*\* LAKE DEER CDD GENERAL FUND

""" CHECK DAILS 11/01/2		ANK A GENERAL FUND			
CHECK VEND#IN DATE DATE	IVOICEEXPENSED TO INVOICE YRMO DPT ACCT#	VENDOR NAME SUB SUBCLASS	STATUS	AMOUNT	CHECK AMOUNT #
	24 25438 202411 330-57200- POOL MAINTENANCE NOV24	48500	*	2,600.00	
	POOL MAINTENANCE NOV24	MCDONNELL CORPORATION DBA RESORT			2,600.00 000338
11/04/24 00048 11/01/2	24 15066 202411 320-53800- LANDSCAPE MAINT NOV24	46200	*	7,032.00	
	LANDSCAPE MAINI NOV24	PRINCE & SONS, INC.			7,032.00 000339
11/04/24 00047 11/01/2	24 PSI12131 202411 320-53800-	47000	*	1,050.00	
	LAKE MAINTENANCE NOV24	SOLITUDE LAKE MANAGEMENT LLC DBA	A		1,050.00 000340
11/04/24 00050 11/04/2	24 11042024 202411 300-15500- PLAYGROUND LEASE DEC24	10000	*	3,030.51	
		THM LEASING, LLC			3,030.51 000341
11/11/24 00001 11/01/2	24 64 202411 310-51300- MANAGEMENT FEES NOV24	34000	*	3,541.67	
11/01/2	24 64 202411 310-51300-	35200	*	105.00	
11/01/2	WEBSITE ADMIN NOV24 24 64 202411 310-51300- INFORMATION TECH NOV24	35100	*	157.50	
11/01/2	24 64 202411 310-51300- DISSEMINATION SVCS NOV24	31300	*	463.75	
11/01/2	24 64 202411 330-57200- AMENITY ACCESS NOV24	48300	*	1,041.67	
11/01/2	24 64 202411 310-51300-	51000	*	1.35	
	24 64 202411 310-51300- POSTAGE NOV24		*	53.84	
11/01/2	POSTAGE NOV24 24 65 202411 320-53800- FIELD MANAGEMENT NOV24	34000	*	1,250.00	
	FIELD MANAGEMENT NOV24	GOVERNMENTAL MANAGEMENT SERVICES	S-CF		6,614.78 000342
11/11/24 00048 11/01/2	24 15150 202411 320-53800-	46300	*	6,600.00	
	RE-STAKING OAK TREES	PRINCE & SONS, INC.			6,600.00 000343
11/11/24 00006 10/17/2	24 10617 202411 300-20700-	10200	*	244.50	
	031 FR#50	KILINSKI VAN WYK PLLC			244.50 000344
11/11/24 00017 10/04/2	24 1976 202411 300-20700-	10200	*	11,020.00	
	031 FR#49	WOOD & ASSOCIATES ENGINEERING LL	ıC		11,020.00 000345
					<b>-</b>

LKDR LAKE DEER HHENRY

AP300R YEAR-TO-DAT	E ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER	RUN	2/12/25	PAGE	2
*** CHECK DATES 11/01/2024 - 01/31/2025 ***	LAKE DEER CDD GENERAL FUND				
	BANK A GENERAL FUND				

					В	ANK A	GENERAL FUND						
CHECK DATE	VEND#	INVO	OICE INVOICE	EXPE YRMO	ENSED TO DPT ACCT#	SUB	VENDO SUBCLASS	OR NAME		STATUS	AMOUNT	CHECK AMOUNT	
11/19/24	00037	11/15/24	7377-11- SPECIAL	202411 ASSESS	310-51300- BOND S2022			<b>ΔΙ. ΥΔΥ-ΕΥΓΝ</b>	мот		450.00	450.00 00	00346
11/19/24	00053	9/18/24			310-51300-1 09/18/24	11000				*	200.00		
			DOLDKAT	JON ILL	05/10/21	BOB	BBIE HENLEY					200.00 00	00347
11/19/24	00057	9/18/24	EC031870	202409	310-51300-	11000				*	200.00		
			SUPERVIS	SOR FEE	09/18/24	EMI	LY CASSIDY					200.00 00	00348
11/19/24	00054	9/18/24	LR091820	202409	310-51300-	11000				*	200.00		
			SUPERVIS			LIN	IDSEY RODEN					200.00 00	00349
 11/19/24	00048	 10/30/24	 15232	 202410	320-53800-	 47300				 *			
11/10/24	00040				IG 6" SPRAY								
						PRI	NCE & SONS, I	NC. 				108.54 00	00350
11/19/24	00007				310-51300-1 09/18/24	11000	1			*	200.00		
												200.00 00	00351
11/20/24	00058	11/01/24	437_24	202411	320-53800-	49000				*	10,534.00		
					ENCE REPAIR		ID LEE NICHOL	S DBA HILLO	CREST			10,534.00 00	00352
12/02/24	00053				310-51300-								
12/02/24	00053		SUPERVIS	SOR FEE	11/20/24								
						BOB	BBIE HENLEY					200.00 00	00353
12/02/24	00060				330-57200- IOV24	48200	1			*	659.00		
			CLEANING	J SVCS I	10124	CSS	CLEAN STAR S	ERVICES OF	CENTRAL			659.00 00	00354
12/02/24	00013		22421302	202408	310-51300-	31100				*	57.50		
					ERING AUG24		BERRY ENGINEE	RS INC.				57.50 00	00355
12/02/24	00057				310-51300-		 			*	200.00		
			SUPERVIS	SOR FEE	11/20/24	F.M.T	LY CASSIDY					200 00 00	00356
							LY CASSIDY						
12/02/24	00001	IU/3I/24	66 MILTON E	202410	330-5/200-	49000	1			*	1,850.00		

LKDR LAKE DEER HHENRY AP300R YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 2/12/25 PAGE 3
\*\*\* CHECK DATES 11/01/2024 - 01/31/2025 \*\*\* LAKE DEER CDD GENERAL FUND

THE CHECK DATES		BANK A GENERAL FUND			
CHECK VEND# DATE	INVOICEEXPENSED TO DATE INVOICE YRMO DPT ACCT#	VENDOR NAME SUB SUBCLASS	STATUS	AMOUNT	CHECK AMOUNT #
	10/31/24 67 202410 330-57200 STAGED POOL FURNITURE	0-49000	*	906.03	
	SIAGED POOL FURNITURE	GOVERNMENTAL MANAGEMENT SERVIC	ES-CF		2,756.03 000357
12/02/24 00006	11/17/24 10883 202410 310-51300 GENERAL COUNSEL OCT24		*	155.00	
	GENERAL COUNSEL OC124	KILINSKI VAN WYK PLLC			155.00 000358
12/02/24 00059	11/20/24 KC112020 202411 310-51300 SUPERVISOR FEE 11/20/24	0-11000	*	200.00	
	SUPERVISOR FEE 11/20/24	KRISTIN CASSIDY			200.00 000359
12/02/24 00054	11/20/24 LR112020 202411 310-51300 SUPERVISOR FEE 11/20/24	0-11000	*	200.00	
					200.00 000360
	11/07/24 64121409 202411 330-57200 PEST CONTROL NOV24	0-48100	*	110.00	
	PEST CONTROL NOV24	MASSEY SERVICES, INC.			110.00 000361
12/02/24 00056	12/01/24 25737 202412 330-57200 POOL MAINTENANCE DEC24	D-48500	*	2,600.00	
	12/01/24 25737 202412 330-57200 POOL MAINTENANCE DEC24		V	2,600.00-	
		MCDONNELL CORPORATION DBA RESO	RT		.00 000362
	12/01/24 PSI12808 202412 320-53800 LAKE MAINTENANCE DEC24	0-47000	*	1,050.00	
		SOLITUDE LAKE MANAGEMENT LLC D	BA		1,050.00 000363
12/02/24 00050	12/02/24 12022024 202412 300-15500 PLAYGROUND LEASE JAN25	0-10000	*	3,030.51	
		THM LEASING, LLC			3,030.51 000364
12/09/24 00006	12/07/24 11076 202411 310-51300 GENERAL COUNSEL NOV24		*	564.79	
		KILINSKI VAN WYK PLLC			564.79 000365
12/09/24 00056	12/01/24 25737 202412 330-57200 POOL MAINTENANCE DEC24	0-48500	*	2,600.00	
		MCDONNELL CORPORATION DRA PECO	RT		2,600.00 000366
	11/20/24 15444 202411 320-53800 REPLACED 1 BROKEN SPRAY	0-47300	*	79.65	
	12/01/24 15495 202412 320-53800 LANDSCAPE MAINT DEC24	0-46200	*	7,032.00	
	EMADOCATE MATINI DECCI	PRINCE & SONS, INC.			7,111.65 000367

LKDR LAKE DEER HHENRY

AP300R YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 2/12/25 PAGE 4
\*\*\* CHECK DATES 11/01/2024 - 01/31/2025 \*\*\* LAKE DEER CDD GENERAL FUND

CILICIC DITTILO	B	ANK A GENERAL FUND			
CHECK VEND# DATE	INVOICEEXPENSED TO DATE INVOICE YRMO DPT ACCT#	VENDOR NAME SUB SUBCLASS	STATUS	AMOUNT	CHECK AMOUNT #
12/18/24 00001	12/01/24 69 202412 310-51300-	34000	*	3,541.67	
	MANAGEMENT FEES DEC24 12/01/24 69 202412 310-51300-	35200	*	105.00	
	WEBSITE ADMIN DEC24 12/01/24 69 202412 310-51300-	35100	*	157.50	
	INFORMATION TECH DEC24 12/01/24 69 202412 310-51300-	31300	*	463.75	
	DISSEMINATION SVCS DEC24 12/01/24 69 202412 330-57200-	48300	*	1,041.67	
	AMENITY ACCESS DEC24 12/01/24 69 202412 310-51300-	51000	*	3.55	
	OFFICE SUPPLIES DEC24 12/01/24 69 202412 310-51300-	42000	*	102.11	
	POSTAGE DEC24 12/01/24 70 202412 320-53800-		*	1,250.00	
	FIELD MANAGEMENT DEC24			•	6,665.25 000368
12/19/24 00061	12/10/24 64121410 202412 330-57200-	GOVERNMENTAL MANAGEMENT SERVICES-CF		90.00	
12/16/24 00061					00 00 000360
		MASSEY SERVICES, INC.			90.00 000369
	12/26/24 22431843 202411 310-51300- GENERAL ENGINEERING NOV24		*	650.00	
		DEWBERRY ENGINEERS INC.			650.00 000370
12/30/24 00048	12/17/24 15718 202412 320-53800- TRACKED ZONE 13/REP VALVE	47300	*	231.10	
	TRACKED ZONE 13/KEF VALVE	PRINCE & SONS, INC.			231.10 000371
12/30/24 00017	11/19/24 1998 202412 300-20700-	10200	*	765.00	
	031 FR#51	WOOD & ASSOCIATES ENGINEERING LLC			765.00 000372
	12/30/24 13949 202412 330-57200-		*	800.00	
	CLEANING SVCS DEC24	CSS CLEAN STAR SERVICES OF CENTRAL			800.00 000373
1/07/25 00043	1/03/25 01032025 202501 300-20700-	10000	*	473,562.25	
	ASSESS TRANSFER S2022	LAKE DEER CDD C/O US BANK		4	173,562.25 000374
1/07/25 00056				2,600.00	
, 51, 22 3366	ΡΟΟΙ. ΜΑΤΝΨΕΝΑΝΟΕ .ΤΑΝ25			•	
		MCDONNELL CORPORATION DBA RESORT			

LKDR LAKE DEER HHENRY AP300R YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 2/12/25 PAGE 5
\*\*\* CHECK DATES 11/01/2024 - 01/31/2025 \*\*\* LAKE DEER CDD GENERAL FUND

CHECK VEND# DATE	INVOICE DATE INVOICE	EXPENSED TO YRMO DPT ACCT# SU	VENDOR NAME JB SUBCLASS	STATUS	AMOUNT	CHECK AMOUNT #
1/07/25 00048	1/01/25 15885	202501 320-53800-46 APE MAINT JAN25	5200	*	7,032.00	
	LANDSCF	APE MAINI JAN25	PRINCE & SONS, INC.			7,032.00 000376
1/07/25 00050	1/06/25 01062025		0000	*	3,030.52	
	FLATGRO		THM LEASING, LLC			3,030.52 000377
1/13/25 00001	1/01/25 72	202501 310-51300-34 MENT FEES JAN25	1000	*	3,541.67	
	1/01/25 72	7EN1 FEES JAN25 202501 310-51300-35 E ADMIN JAN25	5200	*	105.00	
	1/01/25 72	202501 310-51300-35		*	157.50	
	1/01/25 72	ATION TECH JAN25 202501 310-51300-31	.300	*	463.75	
	1/01/25 72	INATION SVCS JAN25 202501 330-57200-48	3300	*	1,041.67	
	1/01/25 72	ACCESS JAN25 202501 310-51300-51	.000	*	.90	
	1/01/25 72	SUPPLIES JAN25 202501 310-51300-42	2000	*	58.20	
	POSTAGE 1/01/25 73	E JAN25 202501 320-53800-34 MANAGEMENT JAN25	1000	*	1,250.00	
	FIELD M		GOVERNMENTAL MANAGEMENT SER	VICES-CF		6,618.69 000378
1/13/25 00047	1/01/25 PSI13461	L 202501 320-53800-47 AINTENANCE JAN25	7000	*	1,050.00	
	LAKE MA	AINIENANCE JAN25	SOLITUDE LAKE MANAGEMENT LL	C DBA		1,050.00 000379
	10/04/24 1949	202501 300-20700-10		*	2,615.00	
	031 FR#	‡5 <i>2</i>	WOOD & ASSOCIATES ENGINEERI	NG LLC		2,615.00 000380
1/17/25 00061	1/07/25 64121411	202501 330-57200-48	3100	*	90.00	
	PEST CO	ONTROL JAN25	MASSEY SERVICES, INC.			90.00 000381
1/17/25 00062	1/15/25 68	202501 310-51300-42	2000	*	175.86	
		RSEMENT OF POSTAGE	POLK COUNTY TAX COLLECTOR			175.86 000382
1/24/25 00038	1/22/25 6	202501 310-51300-31	.300	*	500.00	
	AMORT S	SERIES 2022 2-1-25				500.00 000383

LKDR LAKE DEER HHENRY

*** CHECK DATES 11/01/2024 - 01/31/2025 ***	ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER LAKE DEER CDD GENERAL FUND BANK A GENERAL FUND	RUN 2/12/25 PAGE 6
CHECK VEND#INVOICEEXPENSED TO DATE DATE INVOICE YRMO DPT ACCT#		AMOUNTCHECK AMOUNT #
1/24/25 00006 1/13/25 11226 202412 310-51300 GENERAL COUNSEL DEC24	-31500 *	248.00
GENERAL COUNSEL DEC24	KILINSKI VAN WYK PLLC	248.00 000384
	TOTAL FOR BANK A	575,702.48
	TOTAL FOR REGISTER	575,702.48

LKDR LAKE DEER

HHENRY

# SECTION 2

Community Development District

Unaudited Financial Reporting

January 31, 2025



# **Table of Contents**

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

#### Community Development District Combined Balance Sheet January 31, 2025

		General	Debt Service	Capital Project	Totals		
		Fund	Fund	Fund	(	Governmental Funds	
Assets:							
Cash:							
Operating Account-Wells Fargo	\$	734,863	\$ -	\$ -	\$	734,863	
Due from General Fund	\$	-	\$ 150,999	\$ -	\$	150,999	
Investments:							
Series 2022							
Reserve	\$	-	\$ 635,119	\$ -	\$	635,119	
Revenue	\$	-	\$ 893,209	\$ -	\$	893,209	
Prepayment	\$	-	\$ 1,243,600	\$ -	\$	1,243,600	
Construction	\$	-	\$ -	\$ 58	\$	58	
Prepaid Expenses	\$	9,092	\$ -	\$ -	\$	9,092	
Total Assets	\$	743,955	\$ 2,922,928	\$ 58	\$	3,666,940	
Liabilities:							
Accounts Payable	\$	5,774	\$ -	\$ -	\$	5,774	
Due to Debt Service	\$	150,999	\$ -	\$ -	\$	150,999	
Total Liabilites	\$	156,773	\$ -	\$ -	\$	156,773	
Fund Balance:							
Nonspendable:							
Prepaid Items	\$	9,092	\$ -	\$ -	\$	9,092	
Restricted for:							
Debt Service	\$	-	\$ 2,922,928	\$ -	\$	2,922,928	
Capital Project				\$ 58	\$	58	
Assigned for:							
Unassigned	\$	578,090	\$ -	\$ -	\$	578,090	
Total Fund Balances	\$	587,182	\$ 2,922,928	\$ 58	\$	3,510,167	
Total Liabilities & Fund Balance	\$	743,955	\$ 2,922,928	\$ 58	\$	3,666,940	

#### **Community Development District**

#### **General Fund**

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

	Adopted	Proi	rated Budget		Actual	
	Budget	Thr	u 01/31/25	Thr	u 01/31/25	Variance
Revenues:						
Special Assessments - Tax Roll	\$ 477,399	\$	466,504	\$	466,504	\$ -
Interest Income	\$ -	\$	-	\$	-	\$ -
Total Revenues	\$ 477,399	\$	466,504	\$	466,504	\$ -
Expenditures:						
General & Administrative:						
Supervisor Fees	\$ 12,000	\$	4,000	\$	800	\$ 3,200
Engineering	\$ 12,500	\$	4,167	\$	650	\$ 3,517
Attorney	\$ 25,000	\$	8,333	\$	968	\$ 7,366
Annual Audit	\$ 6,000	\$	-	\$	-	\$ -
Assessment Administration	\$ 5,250	\$	5,250	\$	5,250	\$ -
Arbitrage Rebate	\$ 450	\$	450	\$	450	\$ -
Dissemination Agent	\$ 5,565	\$	2,455	\$	2,455	\$ -
Trustee Fees	\$ 4,500	\$	-	\$	-	\$ -
Management Fees	\$ 42,500	\$	14,167	\$	14,167	\$ (0)
Information Technology	\$ 1,890	\$	630	\$	630	\$ -
Website Maintenance	\$ 1,260	\$	420	\$	420	\$ -
Postage & Delivery	\$ 1,000	\$	333	\$	487	\$ (154)
Insurance General Liability	\$ 6,429	\$	6,429	\$	5,981	\$ 447
Printing & Binding	\$ 500	\$	167	\$	-	\$ 167
Legal Advertising	\$ 2,500	\$	833	\$	-	\$ 833
Administrative Contingency	\$ 2,000	\$	667	\$	242	\$ 425
Office Supplies	\$ 625	\$	208	\$	9	\$ 200
Dues, Licenses & Subscriptions	\$ 175	\$	175	\$	175	\$ -
Total General & Administrative	\$ 130,144	\$	48,684	\$	32,683	\$ 16,001

#### **Community Development District**

#### **General Fund**

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

		Adopted	Pro	rated Budget		Actual		
		Budget	Thi	ru 01/31/25	Th	ru 01/31/25		Variance
Operations & Maintenance								
Field Expenditures								
Property Insurance	\$	10,000	\$	10,000	\$	8,878	\$	1,122
Field Management	\$	15,000	\$	5,000	\$	5,000	\$	-
Landscape Maintenancce	\$	55,580	\$	18,527	\$	28,128	\$	(9,601)
Landscape Replacement	\$	10,000	\$	6,600	\$	6,600	\$	-
Lake Maintenance	\$	12,600	\$	4,200	\$	4,200	\$	-
Streetlights	\$	45,000	\$	15,000	\$	-	\$	15,000
Electric	\$	3,500	\$	1,167	\$	4,240	\$	(3,074)
Water & Sewer	\$	10,000	\$	3,333	\$	15,879	\$	(12,546)
Sidewalk & Asphalt Maintenance	\$	2,500	\$	833	\$	-	\$	833
Irrigation Repairs	\$	7,500	\$	2,500	\$	419	\$	2,081
General Repairs & Maintenance	\$	15,000	\$	5,000	\$	-	\$	5,000
Field Contingency	\$	7,500	\$	7,500	\$	10,534	\$	(3,034)
Total Field Expenditures	\$	194,180	\$	79,660	\$	83,879	\$	(4,219)
Amenity Expenditures	φ.	14400	φ.	4.000	φ.		φ.	4.000
Amenity - Electric	\$	14,400	\$	4,800	\$	-	\$	4,800
Amenity - Water	\$	4,500	\$	1,500	\$		\$	1,500
Playground Lease	\$	36,375	\$	12,125	\$	6,061	\$	6,064
Internet	\$	2,500	\$	833	\$	325	\$	508
Pest Control	\$	1,300	\$	433	\$	290	\$	143
Janitorial Services	\$	15,000	\$	5,000	\$	2,403	\$	2,597
Security Services	\$	34,000	\$	11,333	\$	-	\$	11,333
Pool Maintenance	\$	15,000	\$	5,000	\$	8,648	\$	(3,648)
Amenity Management	\$	12,500	\$	4,167	\$	4,167	\$	(0)
Amenity Repairs & Maintenance	\$	10,000	\$	3,333	\$	-	\$	3,333
Amenity Contingency	\$	7,500	\$	2,500	\$	2,756	\$	(256)
Total Amenity Expenditures	\$	153,075	\$	51,025	\$	24,650	\$	26,375
Total Operations & Maintenance	\$	347,255	\$	130,685	\$	108,528	\$	22,157
Total Expenditures	\$	477,399	\$	179,369	\$	141,211	\$	38,157
Excess (Deficiency) of Revenues over Expenditures	\$	-	\$	287,135	\$	325,292	\$	38,157
Other Financing Sources/(Uses):								
Lease Proceed	\$	-	\$	-	\$	-	\$	-
Total Other Financing Sources/(Uses)	\$	-	\$	-	\$	-	\$	-
<u> </u>	·							
Net Change in Fund Balance	\$		\$	287,135	\$	325,292	\$	38,157
Fund Balance - Beginning	\$	-			\$	261,889		
Fund Ralance - Ending	¢				\$	597 192		
Fund Balance - Ending	\$	-			Ф	587,182		

#### **Community Development District**

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

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

		Adopted	Pro	rated Budget		Actual		
	Budget		Thi	Thru 01/31/25		Thru 01/31/25		Variance
Revenues:								
Assessments - On Roll	\$	636,656	\$	622,124	\$	622,124	\$	-
Assessments - Prepayments	\$	-	\$	-	\$	1,236,255	\$	1,236,255
Assessments - Lot Closing	\$	-	\$	-	\$	-	\$	-
Interest Income	\$	90,784	\$	30,261	\$	25,546	\$	(4,715)
Total Revenues	\$	727,439	\$	652,385	\$	1,883,925	\$	1,231,540
Expenditures:								
Interest - 11/1	\$	249,303	\$	249,303	\$	249,303	\$	-
Special Call - 11/1	\$	-	\$	-	\$	10,000	\$	(10,000)
Principal - 5/1	\$	135,000	\$	-	\$	-	\$	-
Interest - 5/1	\$	249,303	\$	-	\$	-	\$	-
Total Expenditures	\$	633,606	\$	249,303	\$	259,303	\$	(10,000)
Excess (Deficiency) of Revenues over Expenditures	\$	93,833	\$	403,082	\$	1,624,622	\$	1,221,540
Fund Balance - Beginning	\$	249,601			\$	1,298,306		
Fund Balance - Ending	\$	343,434			\$	2,922,928		

#### **Community Development District**

## **Capital Projects Fund Series 2022**

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

	A	dopted	Prorat	ed Budget		Actual		
	В	udget	Thru 0	1/31/25	Thru	01/31/25	V	ariance
Revenues								
Developer Contribution	\$	-	\$	-	\$	8,210	\$	8,210
Interest Income	\$	-	\$	-	\$	1	\$	1
Total Revenues	\$	-	\$	-	\$	8,211	\$	8,211
Expenditures:								
Capital Outlay	\$	-	\$	-	\$	8,210	\$	(8,210)
Total Expenditures	\$	-	\$	-	\$	8,210	\$	(8,210)
Excess (Deficiency) of Revenues over Expenditures	\$	-	\$	-	\$	1	\$	1
Fund Balance - Beginning	\$	-			\$	57		
Fund Balance - Ending	\$	-			\$	58		

Lake Deer

## **Community Development District**

Month to Month

	0ct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Revenues:													
Special Assessments - Tax Roll	\$ (5,133) \$	106,556	\$ 364,127	\$ 954 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	466,504
Interest Income	\$ - \$	-	\$ -	\$ - \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
Total Revenues	\$ (5,133)	106,556	\$ 364,127	\$ 954 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	466,504
Expenditures:													
General & Administrative:													
Supervisor Fees	\$ - \$	800	\$ -	\$ - \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	800
Engineering	\$ - \$	650	\$ -	\$ - \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	650
Attorney	\$ 155 \$	565	\$ 248	\$ - \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	968
Annual Audit	\$ - \$	-	\$ -	\$ - \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
Assessment Administration	\$ 5,250 \$	-	\$ -	\$ - \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	5,250
Arbitrage Rebate	\$ - \$	450	\$ -	\$ - \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	450
Dissemination Agent	\$ 564 \$	464	\$ 464	\$ 964 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	2,455
Trustee Fees	\$ - \$	-	\$ -	\$ - \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
Management Fees	\$ 3,542 \$	3,542	\$ 3,542	\$ 3,542 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	14,167
Information Technology	\$ 158 \$	158	\$ 158	\$ 158 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	630
Website Maintenance	\$ 105 \$	105	\$ 105	\$ 105 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	420
Postage & Delivery	\$ 97 \$	54	\$ 102	\$ 234 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	487
Insurance General Liability	\$ 5,981 \$	-	\$ -	\$ - \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	5,981
Printing & Binding	\$ - \$	-	\$ -	\$ - \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
Legal Advertising	\$ - \$	-	\$ -	\$ - \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
Administrative Contingency	\$ 59 \$	71	\$ 56	\$ 56 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	242
Office Supplies	\$ 3 \$	1	\$ 4	\$ 1 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	9
Dues, Licenses & Subscriptions	\$ 175 \$	-	\$ -	\$ - \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	175
Total General & Administrative	\$ 16,088	6,859	\$ 4,678	\$ 5,059 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	32,683

### **Community Development District**

Month to Month

		0ct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Operations & Maintenance														
Field Expenditures														
Property Insurance	\$	8,878 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	8,878
Field Management	\$	1,250 \$	1,250 \$	1,250 \$	1,250 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	5,000
Landscape Maintenancce	\$	7,032 \$	7,032 \$	7,032 \$	7,032 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	28,128
Landscape Replacement	\$	- \$	6,600 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	6,600
Lake Maintenance	\$	1,050 \$	1,050 \$	1,050 \$	1,050 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	4,200
Streetlights	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
Electric	\$	21 \$	1,442 \$	21 \$	2,756 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	4,240
Water & Sewer	\$	2,718 \$	2,642 \$	6,531 \$	3,988 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	15,879
Sidewalk & Asphalt Maintenance	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
Irrigation Repairs	\$	109 \$	80 \$	231 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	419
General Repairs & Maintenance	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
Field Contingency	\$	- \$	10,534 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	10,534
Total Field Expenditures	\$	21,058 \$	30,630 \$	16,115 \$	16,076 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	83,879
A idea F and didease														
Amenity Expenditures				4		•		<b>A</b>	•	<b>A</b>	*			
Amenity - Electric	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	
Amenity - Water	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	
Playground Lease	\$	3,031 \$	3,031 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	
Internet	\$	85 \$	- \$	160 \$	80 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	
Pest Control	\$	- \$	110 \$	90 \$	90 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	
Janitorial Services	\$	- \$	659 \$	800 \$	944 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	
Security Services	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	
Pool Maintenance	\$	848 \$	2,600 \$	2,600 \$	2,600 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	
Amenity Management	\$	1,042 \$	1,042 \$	1,042 \$	1,042 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	
Amenity Repairs & Maintenance	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	
Amenity Contingency	\$	2,756 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	
Capital Outlay	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
Total Amenity Expenditures	\$	7,761 \$	7,441 \$	4,692 \$	4,756 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	24,650
Total Operations & Maintenance	\$	28,819 \$	38,071 \$	20,807 \$	20,832 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	108,528
Total Expenditures	\$	44,906 \$	44,929 \$	25,485 \$	25,891 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	141,211
Excess (Deficiency) of Revenues over Expendit	tures \$	(50,040) \$	61,627 \$	338,642 \$	(24,937) \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	325,292
Other Financing Sources/Uses:														
Lease Proceed	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
Total Other Financing Sources/Uses	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
Not Change in Fund Delance	<u> </u>	(50.040)	61 627 6	220 642 - 4	(24.027) *	- \$	- \$	- \$	- \$	- \$	- \$	- \$		225 202
Net Change in Fund Balance	\$	(50,040) \$	61,627 \$	338,642 \$	(24,937) \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	325,292

## **Community Development District**

## Long Term Debt Report

Series 2022	2, 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)
Special Call - 11/01/24	\$	(10,000)
Current Bonds Outstanding	\$	9,095,000

#### COMMUNITY DEVELOPMENT DISTRICT

## **Special Assessment Receipts - Polk County**

Fiscal Year 2025

Gross Assessments \$ 513,333.82 \$ 684,576.03 \$ 1,197,909.85 Net Assessments \$ 477,400.45 \$ 636,655.71 \$ 1,114,056.16

#### ON ROLL ASSESSMENTS

							allocation in %	42.85%	57.15%	100.00%
Date	Distribution	635118.76	Gross Amount	Commissions	Discount/Penalty	Interest	Net Receipts	O&M Portion	2022 Debt Service	Total
10/28/24	CHK#335	1 % Fee	(\$11,979.10)	\$0.00	\$0.00	\$0.00	\$ (11,979.10)	\$ (5,133.34)	) \$ (6,845.76)	\$ (11,979.10)
11/26/24	ACH	11/8-11/15/24	\$189,573.61	(\$3,639.83)	(\$7,582.28)		\$178,351.50	\$ 76,428.00	\$ 101,923.50	\$ 178,351.50
11/26/24	ACH	11/8-11/15/24	\$74,731.44	(\$1,434.84)	(\$2,989.56)		\$70,307.04	\$ 30,128.30	\$ 40,178.74	\$ 70,307.04
12/06/24	ACH	11/16-11/26/24	\$306,291.82	(\$5,880.80)	(\$12,251.61)		\$288,159.41	\$ 123,483.39	\$ 164,676.02	\$ 288,159.41
12/06/24	ACH	11/16-11/26/24	\$322,946.58	(\$6,200.55)	(\$12,918.88)		\$303,827.15	\$ 130,197.40	\$ 173,629.75	\$ 303,827.15
12/20/24	ACH	11/27-11/30/24	\$36,476.06	(\$700.34)	(\$1,459.19)		\$34,316.53	\$ 14,705.48	\$ 19,611.05	\$ 34,316.53
12/20/24	ACH	11/27-11/30/24	\$59,516.42	(\$1,142.72)	(\$2,380.46)		\$55,993.24	\$ 23,994.48	\$ 31,998.76	\$ 55,993.24
12/27/24	ACH	12/01-12/15/24	\$110,323.12	(\$2,118.50)	(\$4,398.14)		\$103,806.48	\$ 44,483.63	\$ 59,322.85	\$ 103,806.48
12/27/24	ACH	12/01-12/15/24	\$67,614.16	(\$1,298.36)	(\$2,695.94)		\$63,619.86	\$ 27,262.67	\$ 36,357.19	\$ 63,619.86
01/10/25	ACH	12/16-12/31/24	\$1,451.62	(\$28.16)	(\$43.54)		\$1,379.92	\$ 591.33	\$ 788.59	\$ 1,379.92
01/10/25	ACH	12/16-12/31/24	\$889.66	(\$17.26)	(\$26.69)		\$845.71	\$ 362.41	\$ 483.30	\$ 845.71
		TOTAL	\$ 1,157,835.39	\$ (22,461.36)	\$ (46,746.29)	\$ -	\$ 1,088,627.74	\$ 466,503.75	\$ 622,123.99	\$ 1,088,627.74

	96.65%	Gross Percent Collected
	90.05%	Gross Percent Conected
\$	40,074.46	Balance Remaining to Collect