

East 547
Community Development District

Meeting Agenda

December 8, 2022

AGENDA

East 547

Community Development District

219 E. Livingston St., Orlando, Florida 32801

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

December 1, 2022

**Board of Supervisors
East 547
Community Development District**

Dear Board Members:

The regular meeting of the Board of Supervisors of the **East 547 Community Development District** will be held **Thursday, December 8, 2022 at 11:00 AM** at the **Offices of Highland Homes, 3020 S. Florida Ave., Suite 101, Lakeland, FL 33803.**

Zoom Video Join Link: <https://us06web.zoom.us/j/81457711202>

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

Meeting ID: 814 5771 1202

Following is the advance agenda for the meeting:

Board of Supervisors Meeting

1. Roll Call
2. Public Comment Period (¹Speakers will fill out a card and submit it to the District Manager prior to the beginning of the meeting)
3. Organizational Matters
 - A. Administration of Oaths of Office to Newly Elected Board Members Appointed at November 1, 2022 Landowners' Meeting (Brian Walsh, Milton Andrade, and Jeffrey Shenefield)
 - B. Consideration of Resolution 2023-01 Canvassing and Certifying the Results of the Landowners' Election
 - C. Election of Officers
 - D. Consideration of Resolution 2023-02 Electing Officers
4. Approval of Minutes of the April 14, 2022 and July 14, 2022 Board of Supervisors Meetings
5. Consideration of Resolution 2023-03 Setting a Public Hearing on the Adoption of Amenity Policies and Rates
6. Consideration of Engagement Letter for Fiscal Year 2022 Audit Services from Grau & Associates
7. Ratification of Landscaping & Irrigation Maintenance Services Agreement with Weber Environmental Services, Inc.
8. Staff Reports
 - A. Attorney

¹ Comments will be limited to three (3) minutes

- B. Engineer
- C. Field Manager's Report
- D. District Manager's Report
 - i. Check Register
 - ii. Balance Sheet & Income Statement
- 9. Other Business
- 10. Supervisors Requests and Audience Comments
- 11. Adjournment

SECTION III

SECTION B

RESOLUTION 2023-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE EAST 547 COMMUNITY DEVELOPMENT DISTRICT CANVASSING AND CERTIFYING THE RESULTS OF THE LANDOWNER'S ELECTION OF SUPERVISORS HELD PURSUANT TO SECTION 190.006(2), FLORIDA STATUTES, AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the East 547 Community Development District ("District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within the City of Davenport, Florida; and

WHEREAS, pursuant to Section 190.006(2), *Florida Statutes*, a landowners meeting is required to be held within 90 days of the District's creation and every two years following the creation of the District for the purpose of electing supervisors of the District; and

WHEREAS, such landowners meeting, the Minutes of which are attached hereto as **Exhibit A**, was held on November 1, 2022, immediately prior to the meeting of the District's Board of Supervisors, and at which the below recited persons were duly elected by virtue of the votes cast in his/her favor; and

WHEREAS, the Board of Supervisors of the District, by means of this Resolution, desires to canvas the votes and declare and certify the results of said election.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF EAST 547 COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. The following persons are found, certified, and declared to have been duly elected as Supervisors of and for the District, having been elected by the votes cast in their favor as shown:

| | | |
|--------------------|--------|-----------|
| Brian Walsh | Seat 3 | Votes 350 |
| Milton Andrade | Seat 4 | Votes 350 |
| Jeffrey Shenefield | Seat 5 | Votes 300 |

SECTION 2. In accordance with Section 190.006(2), *Florida Statutes*, and by virtue of the number of votes cast for the Supervisor, the above-named persons are declared to have been elected for the following terms of office:

| | |
|--------------------|-------------|
| Brian Walsh | 4 Year Term |
| Milton Andrade | 4 Year Term |
| Jeffrey Shenefield | 2 Year Term |

SECTION 3. This resolution shall become effective immediately upon its adoption.

[Signature page for Resolution 2023- 01]

PASSED AND ADOPTED this 8th day of December 2022.

ATTEST:

**EAST 547 COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: Minutes of Landowner Meeting and Election

SECTION D

RESOLUTION 2023-02

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE EAST 547
COMMUNITY DEVELOPMENT DISTRICT ELECTING THE OFFICERS OF
THE DISTRICT AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the East 547 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 the City of Davenport, 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 EAST 547 COMMUNITY DEVELOPMENT DISTRICT:**

SECTION 1. The following persons are elected to the offices shown:

| | |
|---------------------|-------|
| Chairperson | _____ |
| Vice Chairperson | _____ |
| Secretary | _____ |
| Assistant Secretary | _____ |
| Assistant Secretary | _____ |
| Assistant Secretary | _____ |
| Assistant Secretary | _____ |
| Assistant Secretary | _____ |

SECTION 2. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 8th day of December 2022.

ATTEST:

**EAST 547 COMMUNITY DEVELOPMENT
DISTRICT**

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

MINUTES

**MINUTES OF MEETING
EAST 547
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the East 547 Community Development District was held Thursday, **April 14, 2022** at 11:04 a.m. at the Offices of Highland Homes, 3020 S. Florida Ave., Suite 101, Lakeland, Florida.

Present and constituting a quorum:

Brian Walsh
Milton Andrade
Jeff Shenefield
Garret Parkinson

Chairman
Vice Chairman
Assistant Secretary
Assistant Secretary

Also present were:

Jill Burns
Meredith Hammock
Rey Malave *via Zoom*

District Manager, GMS
KE Law Group
Dewberry

FIRST ORDER OF BUSINESS

Roll Call

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

SECOND ORDER OF BUSINESS

Public Comment Period

Ms. Burns noted that there were no members of the public present for the meeting.

THIRD ORDER OF BUSINESS

**Approval of the Minutes of the January
13, 2022 Board of Supervisors Meeting**

Ms. Burns asked for any questions, comments, or corrections. Hearing none,

| |
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| On MOTION by Mr. Walsh, seconded by Mr. Andrade, with all in favor, the Minutes of the January 13, 2022 Board of Supervisors Meeting, were approved. |
|--|

FOURTH ORDER OF BUSINESS

**Consideration of Resolution 2022-02
Approving the Proposed Fiscal Year**

2022/2023 Budget (Suggested Date: July 14, 2022), Declaring Special Assessments, and Setting the Public Hearings on the Fiscal Year 2022/2023 Budget and Imposition of Operations and Maintenance Assessments *(budget will be provided under separate cover)*

Ms. Burns stated that this would be the first time that they will be levying an O&M assessment. She noted that she sent a couple of options over to Mr. Walsh to review. She presented that this would levy \$600 on the first 261 lots in Phase 1 with the deficit funding agreement in place for the remainder. She noted that this is based on the development online that Mr. Andrade sent over and that they have mid 2023 for landscaping, amenity, and regular admin expenses. She stated that these are based on the information that was sent over. She stated that the idea was that \$600 is what would be levied on the 261. She stated that they would not levy an assessment on the additional property. She stated that they would just deficit fund as they occurred for those expenses. She noted that the date for the public hearing they are having is July 14, 2022.

On MOTION by Mr. Shenefield, seconded by Mr. Andrade, with all in favor, Resolution 2022-02 Approving the Proposed Fiscal Year 2022/2023 Budget, Declaring Special Assessments, and Setting the Public Hearings on the Fiscal Year 2022/2023 Budget and Imposition of Operations and Maintenance Assessments for July 14, 2022, was approved.

FIFTH ORDER OF BUSINESS

**Consideration of Resolution 2022-03
Authorizing the Use of Electronic
Documents and Signatures**

Ms. Burns stated that would allow them to use DocuSign for the majority of the Districts documents.

On MOTION by Mr. Andrade, seconded by Mr. Shenefield, with all in favor, Resolution 2022-03 Authorizing the Use of Electronic Documents and Signatures, was approved.

SIXTH ORDER OF BUSINESS

**Ratification of Change Order Request
from Blue Ox**

Ms. Burns stated that this had already been approved by Mr. Andrade and just needed to be ratified by the Board.

On MOTION by Mr. Andrade, seconded by Mr. Shenefield, with all in favor, Change Order Request from Blue Ox, was ratified.

SEVENTH ORDER OF BUSINESS

Staff Reports

A. Attorney

Ms. Hammock had nothing further to report.

B. Engineer

i. Consideration of Stormwater Management Analysis Proposal

Mr. Malave stated that they had a work order for consideration for the stormwater management needs analysis. He noted that it was a proposal to meet the requirement by legislature. He stated that originally he had \$15,000, but after hearing what Phase 1 has built they could probably reduce that. He noted that all he needed was a set of construction drawings. He asked if everything that was operational, working, and certified complete on the stormwater system as of June 30th of this year. Mr. Andrade answered yes. Mr. Malave replied that they would have to do it then. He stated that they don't think they will have to spend that quantity of dollars based on what they are doing right now, but that they will have to do a site visit and everything that is required by the new legislation. Mr. Shenefield asked how many ponds they have. The Board answered that they have two ponds. Mr. Malave stated that they could cut that to \$7,000 or \$8,000 just for the report. Ms. Burns asked if he would like to revise to do 10,000 or leave it as not to exceed. Mr. Shenefield suggested doing a not to exceed and asked if \$8,000 was a good number. Mr. Malave responded that yes, \$8,000 was good.

On MOTION by Mr. Andrade, seconded by Mr. Shenefield, with all in favor, a Not to Exceed \$8,000 for the Stormwater Management Analysis Proposal, was approved.

C. District Manager's Report

i. Check Register

Ms. Burns stated that the check register was included in their package for review. She stated that if anyone had any questions on any of those, they could answer them. She stated that the total was \$663,021.19.

On MOTION by Mr. Walsh, seconded by Mr. Andrade, with all in favor, the Check Register totaling \$663,021.19, was approved.

ii. Balance Sheet & Income Statement

Ms. Burns stated that the financial statements were included in the packet for review, adding that there was no action necessary and that those were through February.

EIGHTH ORDER OF BUSINESS

Other Business

There being none, the next item followed.

NINTH ORDER OF BUSINESS

Supervisors Requests and Audience Comments

There being none, the next item followed.

TENTH ORDER OF BUSINESS

Adjournment

Ms. Burns adjourned the meeting.

On MOTION by Mr. Shenefield, seconded by Mr. Walsh, with all in favor, the meeting was adjourned.

ELEVENTH ORDER OF BUSINESS

**Reconsideration of Resolution 2022-02
Approving the Proposed Fiscal Year
2022/2023 Budget**

Ms. Burns stated that it was 11:25 a.m. and that they were readjourning the meeting. She stated that they had another version of the budget that was presented that would cap the platted lot assessment at \$750 net and then deficit fund the rest. She noted that they anticipate that they would keep the hearing date the same. She asked for any questions and hearing none,

On MOTION by Mr. Walsh, seconded by Mr. Shenefield, with all in favor, Reapproval of Resolution 2022-02 the Proposed Fiscal Year 2022/2023 Budget with the revised \$750 cap, was approved.

TWELFTH ORDER OF BUSINESS

Adjournment

Ms. Burns adjourned the meeting.

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| On MOTION by Mr. Walsh, seconded by Mr. Andrade, with all in favor, the meeting was adjourned. |
|--|

Secretary/Assistant Secretary

Chairman/Vice Chairman

**MINUTES OF MEETING
EAST 547
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the East 547 Community Development District was held Thursday, **July 14, 2022** at 11:04 a.m. at the Offices of Highland Homes, 3020 S. Florida Ave., Suite 101, Lakeland, Florida.

Present and constituting a quorum:

Brian Walsh
Milton Andrade
Jeff Shenefield
Garret Parkinson

Chairman
Vice Chairman
Assistant Secretary
Assistant Secretary

Also present were:

Jill Burns
Lauren Gentry
Grace Kobitter
Rey Malave *via Zoom*

District Manager, GMS
District Manager, KE Law Group
District Manager, KE Law Group
District Engineer, Dewberry

FIRST ORDER OF BUSINESS

Roll Call

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

SECOND ORDER OF BUSINESS

Public Comment Period

Ms. Burns noted that there were no members of the public present for the meeting.

THIRD ORDER OF BUSINESS

**Approval of the Minutes of the July 14,
2022 Board of Supervisors Meeting**

This item was not discussed.

FOURTH ORDER OF BUSINESS

Public Hearings

A. Public Hearing on the Adoption of the Fiscal Year 2023 Budget

Ms. Burns asked for a motion to open the public hearing.

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

i. Consideration of Resolution 2022-04 Adopting the District's Fiscal Year 2023 Budget and Appropriating Funds

Ms. Burns stated the hearing was published in the paper and no public members were present. She noted that the budget was in the agenda for Board review. Ms. Burns stated that the field expenses and amenity expenses included in the budget were based on the Development plan and a full year of landscape maintenance is expected. She stated the net per unit assessment was capped at \$600 per unit with Developer contribution. She noted the per unit assessment is lowered from the last version. Ms. Burns asked for a motion to close the public hearing.

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

Ms. Burns asked for any questions on the resolution. Hearing none,

On MOTION by Mr. Andrade, seconded by Mr. Shenefield, with all in favor, Resolution 2022-04 Adopting the District's Fiscal Year 2023 Budget and Appropriating Funds, was approved.

ii. Consideration of Deficit Funding Agreement

Ms. Burns stated this agreement is with Clayton Properties Group and they will fund the difference.

On MOTION by Mr. Walsh, seconded by Mr. Andrade, with all in favor, the Deficit Funding Agreement, was approved.

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

Ms. Burns stated this was advertised in the paper and asked for a motion to open the public hearing.

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

i. Consideration of Resolution 2022-05 Imposing Special Assessments and Certifying an Assessment Roll

Ms. Burns stated this will be the first time levying O&M assessments on Phase 1. She noted it was included with the assessment roll in the agenda. Ms. Burns stated there were no members of the public present to provide comments and she asked for a motion to close the public hearing.

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

Ms. Burns asked for a motion to approve if there were no questions on the resolution.

On MOTION by Mr. Walsh, seconded by Mr. Andrade, with all in favor, Resolution 2022-05 Imposing O&M Special Assessments and Certifying an Assessment Roll, was approved.

FIFTH ORDER OF BUSINESS

**Consideration of Resolution 2022-06
Designation of Regular Monthly Meeting
Date, Time, and Location for Fiscal Year
2023**

Ms. Burns stated the schedule is for the 2nd Thursday of the month at 11:00 a.m. in the same location.

On MOTION by Mr. Walsh, seconded by Mr. Shenefield, with all in favor, Resolution 2022-06 Designation of Regular Monthly Meeting Date, Time, and Location for Fiscal Year 2023 for the 2nd Thursday at 11:00 a.m. in the Same Location, was approved.

SIXTH ORDER OF BUSINESS

**Consideration of Resolution 2022-07
Designating a Date, Time, and Location
for a Landowners' Meeting and Election**

Ms. Burns stated this is required by statute to be held on the 1st Tuesday in November. This will be November 1st and the location is different than in the exhibits. She suggested the

location be the Lake Alfred library at 11:15 a.m. Ms. Burns will amend the resolution to reflect the new location.

On MOTION by Mr. Andrade, seconded by Mr. Walsh, with all in favor, Resolution 2022-07 Designating the Date, Time, and Location for a Landowners' Meeting for November 1, 2022 at 11:15 a.m. at the Lake Alfred Library, was approved as amended.

SEVENTH ORDER OF BUSINESS

Consideration of Uniform Collection Agreement with Polk County Tax Collector

Ms. Burns stated this agreement is an annual requirement.

On MOTION by Mr. Walsh, seconded by Mr. Andrade, with all in favor, the Uniform Collection Agreement with Polk County Tax Collector, was approved.

EIGHTH ORDER OF BUSINESS

Ratification of Proposal to Provide Engineering Services from Dewberry

Ms. Burns stated that Dewberry was selected as engineer at the last Board meeting. This would ratify that action.

On MOTION by Mr. Andrade, seconded by Mr. Parkinson, with all in favor, the Proposal to Provide Engineering Services from Dewberry, was ratified.

NINTH ORDER OF BUSINESS

Staff Reports

A. Attorney

Ms. Gentry had nothing further to report.

B. Engineer

i. Ratification of Stormwater Management Analysis Report

Mr. Malave stated the Stormwater Needs Analysis Report was in the agenda package. It was submitted to Polk County by the required date. There was only one stormwater pond in the report and there were no issues.

On MOTION by Mr. Walsh, seconded by Mr. Shenefield, with all in favor, the Stormwater Management Analysis Report, was ratified.

C. Field Manager's Report

Ms. Burns noted the Field Manager's Report is included in the package for Board review. She provided updates for the Board.

D. District Manager's Report

i. Check Register

Ms. Burns stated that the check register was included in their package for review. She stated that if anyone had any questions on any of those, they could answer them.

On MOTION by Mr. Andrade, seconded by Mr. Parkinson, with all in favor, the Check Register, was approved.

ii. Balance Sheet & Income Statement

Ms. Burns stated that the financial statements were included in the packet for review, adding that there was no action necessary and that those were through May 31st.

iii. Ratification of Summary of Fiscal Year 2022 Funding Requests #1 through #22

Ms. Burns stated the funding requests were included in the agenda package for review.

On MOTION by Mr. Andrade, seconded by Mr. Walsh, with all in favor, the Summary of Fiscal Year 2022 Funding Request #1-#22, was ratified.

iv. Presentation of Number of Registered Voters – 0

Ms. Burns stated as of April 15th there were no registered voters in the District.

v. Acceptance of the FY 2021 Audit

Ms. Burns stated the audit was included in the agenda package for review. On page 28 in a report to Management, it shows that there were no findings.

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| On MOTION by Mr. Walsh, seconded by Mr. Andrade, with all in favor, the Fiscal Year 2022 Audit, was approved. |
|---|

TENTH ORDER OF BUSINESS

Other Business

There being none, the next item followed.

ELEVENTH ORDER OF BUSINESS

Supervisors Requests and Audience Comments

There being none, the next item followed.

TWELFTH ORDER OF BUSINESS

Adjournment

Ms. Burns adjourned the meeting.

| |
|--|
| On MOTION by Mr. Andrade, seconded by Mr. Parkinson, with all in favor, the meeting was adjourned. |
|--|

Secretary/Assistant Secretary

Chairman/Vice Chairman

SECTION V

RESOLUTION 2023-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE EAST 547 COMMUNITY DEVELOPMENT DISTRICT TO DESIGNATE THE DATE, TIME AND PLACE OF PUBLIC HEARING AND AUTHORIZE PUBLICATION OF NOTICE OF SUCH HEARING FOR THE PURPOSE OF ADOPTING RULES, RATES, FEES AND CHARGES OF THE DISTRICT AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the East 547 Community Development District (“**District**”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within the City of Davenport, Polk County, Florida; and

WHEREAS, the District’s Board of Supervisors (“**Board**”) is authorized by Section 190.011(5), *Florida Statutes*, to adopt rules and orders pursuant to Chapter 120, *Florida Statutes*, and to authorize user charges or fees; and

WHEREAS, the Board finds it is in the District’s best interests to set a public hearing to adopt the rules, rates, fees and charges set forth in **Exhibit A**, which relate to the District’s amenity facilities.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE EAST 547 COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. A Public Hearing will be held to adopt rates, fees and charges of the District on _____, at _____ a.m./p.m., at _____.

SECTION 2. The District Secretary is directed to publish notice of the hearing in accordance with Section 120.54, *Florida Statutes*.

SECTION 3. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 8th day of December 2022.

ATTEST:

**EAST 547 COMMUNITY
DEVELOPMENT DISTRICT**

Secretary

Chairman, Board of Supervisors

EXHIBIT A

EAST 547 COMMUNITY DEVELOPMENT DISTRICT

AMENITY POLICIES AND RATES

ADOPTED – _____¹

¹ LAW IMPLEMENTED: SS. 190.011, 190.035, FLA. STAT. (2021); in accordance with Chapter 190 of the Florida Statutes, and on _____, 2023 at a duly noticed public meeting and after a duly noticed public hearing, the Board of Supervisors of the East 547 Community Development District adopted the following rules, policies and rates governing the operation of the District's facilities and services.

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DEFINITIONS

“Amenities” or “Amenity Facilities”– shall mean the properties and areas owned by the District and intended for recreational use and shall include, but not specifically be limited to swimming pool, pool deck, tot lot, and playground, together with their appurtenant facilities and areas.

“Amenity Policies” or “Policies” and “Amenity Rates” – shall mean these Amenity Policies and Rates of the East 547 Community Development District, as amended from time to time. The Board of Supervisors reserves the right to amend or modify these Policies, as necessary and convenient, in their sole and absolute discretion, and will notify Patrons of any changes. Patrons may obtain the currently effective Policies from the District Manager’s Office. The Board of Supervisors and District Staff shall have full authority to enforce the Amenity Policies.

“Amenity Manager” – shall mean the District Manager or that person or firm so designated by the District’s Board of Supervisors, including their employees.

“Amenity Rates” – shall mean those rates and fees established by the Board of Supervisors of the East 547 Community Development District as provided in **Exhibit A** attached hereto.

“Access Card” – shall mean an electronic Access Card issued by the District Manager to each Patron (as defined herein) to access the Amenity Facilities.

“Board of Supervisors” or “Board” – shall mean the Board of Supervisors of the East 547 Community Development District.

“District” – shall mean the East 547 Community Development District.

“District Staff” – shall mean the professional management company with which the District has contracted to provide management services to the District, the Amenity Manager, and District Counsel.

“Guest” – shall mean any person or persons, other than a Resident or Non-Resident Patron, who are expressly authorized by the District to use the Amenities, or invited for a specific visit by a Patron to use the Amenities.

“Homeowners Association” or “HOA” or “POA” – shall mean an entity or entities, including its/their employees and agents, which may have jurisdiction over lands located within the District, either now or in the future, which may exist to aid in the enforcement of deed restrictions and covenants applicable to lands within the District.

“Household” – shall mean a residential unit or a group of individuals residing within a Resident’s home. ***This does not include visiting friends, guests, relatives or extended family not permanently residing in the home.*** Upon District’s request, proof of residency for individuals over the age of eighteen (18) years may be required by driver’s license or state or federal issued form of identification, including a signed affidavit of residency.

“Non-Resident” – shall mean any person who does not own property within the District.

“Non-Resident Patron” – shall mean any person or Household not owning property in the District who is paying the Annual User Fee to the District for use of all Amenity Facilities.

“Non-Resident User Fee” or “Annual User Fee” – shall mean the fee established by the District for any person that is not a Resident and wishes to become a Non-Resident Patron. The amount of the Annual User Fee is set forth herein, and that amount is subject to change based on Board action.

“Patron” – shall mean Residents, Guests, Non-Resident Patrons and Renters.

“Renter” – shall mean a tenant, occupant or an individual maintaining his or her residence in a home located within the District pursuant to a valid rental or lease agreement. Proof of valid rental or lease agreement shall be required.

“Resident” – shall mean any person or Household owning property within the District, or any Renter who has been approved for issuance of an Access Card.

The words "hereof," "herein," "hereto," "hereby," “hereinafter” and "hereunder" and variations thereof refer to the entire Amenity Policies and Rates.

All words, terms and defined terms herein importing the singular number shall, where the context requires, import the plural number and vice versa.

AMENITIES ACCESS AND USAGE

- (1) **General.** Only Patrons have the right to use the Amenities; provided, however, that certain community programming events may be available to the general public where permitted by the District, and subject to payment of any applicable fees and satisfaction of any other applicable requirements, including adherence to these Amenity Policies and execution of waivers and hold harmless agreements, if any.
- (2) **Use at your Own Risk.** *All persons using the Amenities do so at their own risk and agree to abide by the Amenity Policies. The District shall assume no responsibility and shall not be liable in any incidents, accidents, personal injury or death, or damage to or loss of property arising from the use of the Amenities or from the acts, omissions or negligence of other persons using the Amenities.*
- (3) **Resident Access and Usage.** Residents are permitted to access and use the Amenities in accordance with the policies and rules set forth herein, and are not responsible for paying the Annual Non-Resident User Fee set forth herein. In order to fund the operation, maintenance and preservation of the facilities, projects and services of the District, the District levies maintenance special assessments payable by property owners within the District, in accordance with the District's annual budget and assessment resolutions adopted each fiscal year, and may additionally levy debt service assessments payable by property owners to repay debt used to finance public improvements. Residents shall not be entitled to a refund of any maintenance special assessments or debt service special assessments due to closure of the Amenities or suspension of that Resident's access privileges. Residents must complete the "Amenity Access Registration Form" prior to access or use of the Amenities, attached hereto as **Exhibit B**, and receive an Access Card.
- (4) **Non-Resident Patron Access and Usage.** A Non-Resident Patron must pay the Annual Non-Resident User Fee to have the right to use the Amenities for one full year, which year begins from the date of receipt of payment by the District. This fee must be paid in full before the Non-Resident may use the Amenities. Each subsequent Annual Non-Resident User Fee shall be paid in full on the anniversary date of application. Annual Non-Resident User Fees may be renewed no more than thirty (30) days in advance of the date of expiration and for no more than one calendar year. Multi-year memberships are not available. The Annual Non-Resident User Fee is nonrefundable and nontransferable. Non-Resident Patrons must complete the Amenity Facilities Access Registration Form prior to access or use of the Amenities.
- (5) **Guest Access and Usage.** Each Patron Household is entitled to bring four (4) persons as Guests to the Amenities at one time. District Staff shall be authorized to verify and enforce the authorized number of Guests. A Patron must always accompany its Guests during its Guests' use of the Amenities and are responsible for all actions, omissions and negligence of such Guests, including Guests' adherence to the Amenity Policies. Violation of these Amenity Policies by a Guest may result in suspension or termination of the Patron's access and usage privileges. *Exceeding the authorized number of Guests specified above shall be grounds for suspension or termination of a Patron Household's access and usage privileges.*
- (6) **Renter's Privileges.** Residents who rent or lease residential units in the District shall have the right to designate the Renter of a residential unit as the beneficial users of the Resident's privileges to use the Amenities, subject to requirements stated herein.

Resident shall provide a written notice to the District Manager designating and identifying the Renter who shall hold the beneficial usage rights, submitting with such notice the Renter's proof of residency (i.e., a copy of the lease agreement). Upon notice, Resident shall be required to pay any applicable fee before his or her Renter receives an Access Card. Renter's Access Card shall expire at the end of the lease term and may be reactivated upon provision of proof of residency.

Renter who is designated by a Resident as the beneficial user of the Resident's rights to use the Amenities shall be entitled to the same rights and privileges to use the Amenities as the Resident, subject to all

Amenity Policies. During the period when a Renter is designated as the beneficial user, the Resident shall not be entitled to use the Amenities. In other words, Renter's and Resident's cannot simultaneously hold Amenity privileges associated with that residential unit. Residents may retain their Amenities rights in lieu of granting them to their Renters.

Residents shall be responsible for all charges incurred by their Renters which remain unpaid after the customary billing and collection procedures established by the District. Residents are responsible for the deportment of their respective Renter, including the Renter's adherence to the Amenity Policies.

- (7) **Access Cards.** Access Cards will be issued to each Household at the time they are closing upon property within the District, or upon approval of Non-Resident Patron application and payment of applicable Annual User Fee, or upon verification and approval of Renter designation. Proof of property ownership may be required annually. All Patrons must use their Access Card for entrance to the Amenities. A maximum of two (2) Access Cards will be issued per Household.

All Patrons must use their Access Cards for entrance to the Amenity Facilities. Each Household will be authorized two (2) initial Access Cards free of charge after which a fee shall be charged for each additional Access Card in accordance with the Amenity Rates then in effect.

Patrons must scan their Access Cards in the card reader to gain access to the Amenities. This Access Card system provides a security and safety measure for Patrons and protects the Amenities from non-Patron entry. Under no circumstances shall a Patron provide their Access Card to another person, whether Patron or non-Patron, to allow access to the Amenities, and under no circumstances shall a Patron intentionally leave doors, gates, or other entrance barriers open to allow entry by non-Patrons

Access Cards are the property of the District and are non-transferable except in accordance with the District's Amenity Policies. All lost or stolen cards must be reported immediately to District Staff. Fees shall apply to replace any lost or stolen cards.

GENERAL AMENITY POLICIES

- (1) **Hours of Operation.** All hours of operation of the Amenities will be established and published by the District on its website and/or posted at the applicable Amenity facility. The District may restrict access or close some or all of the Amenities due to inclement weather, for purposes of providing a community activity, for making improvements, for conducting maintenance, or for other purposes as circumstances may arise. Any programs or activities of the District may have priority over other users of the Amenities. Unless otherwise posted on the website or at the applicable Amenity facility, all outdoor Amenities are open only from dawn until dusk. The specific, current hours of operation for several of the Amenities, which may be amended from time to time and which may be subject to closure for holidays and other special circumstances, are as published on the District's website and/or as posted at the applicable Amenity facility. No Patron is allowed in the service areas of the Amenities.
- (2) **General Usage Guidelines.** The following guidelines supplement specific provisions of the Amenity Policies and are generally applicable and shall govern the access and use of the Amenities:
 - (a) **Registration and Access Cards.** Each Patron must scan in an Access Card in order to access the Amenities and must have his or her assigned Access Card in their possession and available for inspection upon District Staff's request. Access Cards are only to be used by the Patron to whom they are issued. In the case of Guests, Guests must be accompanied by a Patron possessing a valid Access Card at all times.
 - (b) **Attire.** With the exception of the pool and wet areas where bathing suits are permitted, Patrons must be properly attired with shirts and shoes to use the Amenities for each facility's intended use. Bathing suits and wet feet are not allowed indoors with the exception of the bathrooms appurtenant to the pool area.
 - (c) **Food and Drink.** Food and drink will be limited to designated areas only. No glass containers of any type are permitted at any of the Amenities. All persons using any of the Amenities must keep the area clean by properly disposing of trash or debris.
 - (d) **Parking and Vehicles.** Vehicles must be parked in designated areas. Vehicles should not be parked on grass lawns, pond banks, roadsides, or in any way which blocks the normal flow of traffic. During special events, alternative parking arrangements may be authorized but only as directed by District Staff. Off-road bikes/vehicles (including ATVs) and motorized scooters are prohibited on all property owned, maintained and operated by the District or at any of the Amenities within District unless they are owned by the District.
 - (e) **Fireworks/Flames.** Fireworks and open flames of any kind are not permitted anywhere on District-owned property or adjacent areas.
 - (f) **Skateboards, Etc.** Bicycles, skateboards or rollerblades are not permitted on Amenity property which includes, but is not limited to, the amenity parking lot, pool area, open fields, playground area and sidewalks surrounding these areas.
 - (g) **Grills.** Personal barbeque grills are not permitted at the Amenities or on any other District-owned property.
 - (h) **Firearms.** Firearms are not permitted in any of the Amenities or on any District property in each case to the extent such prohibitions are permitted under Florida law. Among other prohibitions, no firearms may be carried to any meeting of the District's Board of Supervisors.
 - (i) **Equipment.** All District equipment, furniture and other tangible property must be returned in good condition after use. Patrons are encouraged to notify District Staff if such items need repair, maintenance or cleaning.
 - (j) **Littering.** Patrons are responsible for cleaning up after themselves and helping to keep the Amenities clean at all times.

- (k) **Bounce Houses and Other Structures.** The installation and use of bounce houses and similar apparatus is prohibited on District property. No exceptions will be made.
- (l) **Excessive Noise.** Excessive noise that will disturb other Patrons is not permitted, including but not limited to use of cellular phones and speakers of any kind that amplify sound.
- (m) **Lost or Stolen Property.** The District is not responsible for lost or stolen items. The Amenity Manager is not permitted to hold valuables or bags for Patrons. All found items should be turned in to the Amenity Manager for storage in the lost and found. Items will be stored in the lost and found for two weeks after which District Staff shall dispose of such items in such manner as determined in its sole discretion; provided, however, that District Staff shall not be permitted to keep such items personally or to give such items to a Patron not otherwise claiming ownership.
- (n) **Trespassing / Loitering.** There is no trespassing or loitering allowed at the Amenities. Any individual violating this policy may be reported to the local authorities.
- (o) **Compliance with Laws and District Rules and Policies.** All Patrons shall abide by and comply with all applicable federal, state and local laws, rules, regulations, ordinances and policies, as well as all District rules and policies, while present at or utilizing the Amenities, and shall ensure that any minor for whom they are responsible also complies with the same. Failure to abide by any of the foregoing may be a basis for suspension or termination of the Patron's privileges to use or access the Amenities.
- (p) **Courtesy.** Patrons and all users shall treat all staff members and other Patrons and Guests with courtesy and respect. Disrespectful or abusive treatment of District Staff or District contractors may result in suspension or termination of Amenity access and usage privileges. If District Staff requests that a Patron leave the Amenity Facilities due to failure to comply with these rules and policies, or due to a threat to the health, safety, or welfare, failure to comply may result in immediate suspension or termination of Amenity access and usage privileges.
- (q) **Profanity/Obscenity.** Loud, profane, abusive, or obscene language or behavior is prohibited.
- (r) **Emergencies.** In the event of an injury or other emergency, please contact 911 and alert District Staff immediately.
- (s) **False Alarms.** Any Patron improperly attempting to enter the Amenity Facilities outside of regular operating hours or without the use of a valid Access Card and who thereby causes a security alert will be responsible for the full amount of any fee charged to the District in connection with such security alert and related response efforts.
- (t) **Outside Vendors/Commercial Activity.** Outside vendors and commercial activity are prohibited on District property unless they are invited by the District as part of a District event or program or as authorized by the District in connection with a rental of the Amenity Facilities.

SMOKING, DRUGS AND ALCOHOL

Smoking, including using any paraphernalia designed to consume tobacco or other substances such as vaping and electric and non-electronic devices, is prohibited anywhere inside the Amenity Facilities, including any building, or enclosed or fenced area to the maximum extent of the prohibitions set forth in the Florida Clean Indoor Air Act or other subsequent legislation. Additionally, to the extent not prohibited by law, smoking is discouraged in all other areas of the Amenities and on District owned property. All waste must be disposed of in the appropriate receptacles. Any violation of this policy shall be reported to District Staff.

Possession, use and/or consumption of illegal drugs or alcoholic beverages is prohibited at the Amenities and on all other District owned property. Any person that appears to be under the influence of drugs or alcohol will be asked to leave the Amenities. Violation of this policy may result in suspension or termination of Amenity access and usage privileges and illegal drug use may be punished to the maximum extent allowed by law.

SERVICE ANIMAL POLICY

Dogs or other pets (with the exception of “Service Animals” as defined by Florida law, trained to do work or perform tasks for an individual with a disability, including a physical, sensory, psychiatric, intellectual or other mental disability) are not permitted within any District-owned public accommodations including, but not limited to, Amenity buildings (offices, social halls and fitness center), pools, various sport courts and other appurtenances or related improvements. A Service Animal must be kept under the control of its handler by leash or harness, unless doing so interferes with the Service Animal’s work or tasks or the individual’s disability prevents doing so. The District may remove the Service Animal only under the following conditions:

- If the Service Animal is out of control and the handler does not take effective measures to control it;
- If the Service Animal is not housebroken; or,
- If the Service Animal’s behavior poses a direct threat to the health and safety of others.

The District is prohibited from asking about the nature or extent of an individual’s disability to determine whether an animal is a Service Animal or pet. However, the District may ask whether an animal is a Service Animal required because of a disability and what work or tasks the animal has been trained to perform.

SWIMMING POOL POLICIES

- (1) **Operating Hours.** Swimming is permitted only during designated hours, as posted at the pool. Swimming after dusk is prohibited by the Florida Department of Health.
- (2) **Swim at Your Own Risk.** No Lifeguards will be on duty. All persons using the pool do so at their own risk and must abide by all swimming pool rules and policies.
- (3) **Supervision of Minors.** Minors fourteen (14) years of age or under must be accompanied by, and supervised by, an adult at least eighteen (18) years of age at all times for usage of the pool. All children five (5) years of age or younger, as well as all children who are unable to swim by themselves, must be supervised by a responsible individual eighteen (18) years of age or older, always within arm's length when on the pool deck or in the pool. All children, regardless of age, using inflatable armbands (i.e., water wings) or any approved Coast Guard flotation device MUST be supervised one-on-one by an adult who is in the water and within arm's length of the child.
- (4) **Aquatic Toys and Recreational Equipment.** No flotation devices are allowed in the pool except for water wings and swim rings used by small children, under the direct supervision of an adult as specified in Section (3) immediately above. Inflatable rafts, balls, pool floats and other toys and equipment are prohibited.
- (5) **Prevention of Disease.** All swimmers must shower before initially entering the pool. Persons with open cuts, wounds, sores or blisters, nasal or ear discharge may not use the pool. No person should use the pool with or suspected of having a communicable disease which could be transmitted through the use of the pool.
- (6) **Attire.** Appropriate swimming attire (swimsuits) must be worn at all times. No thongs or Brazilian bikinis are allowed. Wearing prohibited attire will result in immediate expulsion from the pool area.
- (7) **Horseplay.** No jumping, pushing, running, wrestling, excessive splashing, sitting or standing on shoulders, spitting water, or other horseplay is allowed in the pool or on the pool deck area.
- (8) **Diving.** Diving is strictly prohibited at the pool. Back dives, back flips, back jumps, cannonball splashing or other dangerous actions are prohibited.
- (9) **Weather.** The pool and pool area will be closed during electrical storms or when rain makes it difficult to see any part of the pool or pool bottom clearly. The pool will be closed at the first sound of thunder or sighting of lightning and will remain closed for thirty (30) minutes after the last sighting. Everyone must leave the pool deck immediately upon hearing thunder or sighting lightning.
- (10) **Pool Furniture; Reservation of Tables or Chairs.** Tables and chairs may not be removed from the pool deck. Tables or chairs on the deck area may not be reserved by placing towels or personal belongings on them except temporarily to allow the the Patron using them to enter the pool or use the restroom facilities.
- (11) **Entrances.** Pool entrances must be kept clear at all times.
- (12) **Pollution.** No one shall pollute the pool. Anyone who does pollute the pool is liable for any costs incurred in treating and reopening the pool.
- (13) **Swim Diapers.** Children under the age of three (3) years, and anyone who is not reliably toilet trained, must wear rubber lined swim diapers, as well as a swimsuit over the swim diaper, to reduce the health risks associated with human waste contaminating the swimming pool and deck area. If contamination occurs, the pool will be shocked and closed for a period of at least twelve (12) hours. Persons not abiding by this policy shall be responsible for any costs incurred in treating and reopening the pool.
- (14) **Staff Only.** Only authorized staff members and contractors are allowed in the service and chemical storage areas. Only authorized staff members and contractors may operate pool equipment or use pool chemicals.
- (15) **Pool Closure.** In addition to Polk County and the State of Florida health code standards for pools and pool facilities, and as noted above, the pool may be closed for the following reasons:

- During severe weather conditions (heavy rain, lightning and thunder) and warnings, especially when visibility to the pool bottom is compromised (deck also closed).
 - For thirty (30) minutes following the last occurrence of thunder or lightning (deck also closed).
 - Operational and mechanical treatments or difficulties affecting pool water quality.
 - For a reasonable period following any mishap that resulted in contamination of pool water.
 - Any other reason deemed to be in the best interests of the District as determined by District staff.
- (16) **Containers.** No glass, breakable items, or alcoholic beverages are permitted in the pool area. No food or chewing gum is allowed in the pool.
- (17) **No Private Rentals.** The pool area is not available for rental for private events. All pool rules and limitations on authorized numbers of Guests remain in full affect at all times.
- (18) **Programming.** District Staff reserves the right to authorize all programs and activities, including with regard to the number of guest participants, equipment, supplies, usage, etc., conducted at the pool, including swim lessons, aquatic/recreational programs and pool parties. Any organized activities taking place at the Amenity Center must first be approved by the District.

DOG PARK POLICIES

The Dog Park is restricted to use only by Patrons of the District and their guests. ALL OTHER PERSONS ARE CONSIDERED TRESPASSERS AND MAY BE PROSECUTED AS SUCH UNDER FLORIDA LAW.

- (1) Dogs must be on leashes at all times, except within the Dog Park area.
- (2) Dogs inside the Dog park must be under voice control by their handler at all times. If voice control is not possible, do not enter the Dog Park.
- (3) Dog handler must have the leash with them at all times.
- (4) Dogs may not be left unattended and must be within unobstructed sight of the dog handler.
- (5) Dogs must be vaccinated and wear a visible rabies and license tag at all times.
- (6) Limit of 3 dogs per ADULT dog handler.
- (7) Puppies under four months of age should not enter the Dog Park.
- (8) Children under the age of twelve (12) are not permitted within the Dog Park area.
- (9) Dog handlers are responsible for the behavior of their animals.
- (10) Aggressive dogs are not allowed in the Dog Park. Any dogs showing signs of aggression should be removed from the Dog Park immediately.
- (11) Female dogs in heat are not permitted in the Dog Park.
- (12) Human or dog food inside the Dog Park is prohibited.
- (13) Dog handlers must clean up any dog droppings made by their pets.
- (14) Dog handlers must fill in any holes made by their pets.
- (15) Please do not brush or groom pets inside the Dog Park. The Dog Park is for play time.
- (16) Only licensed and insured dog trainers will be permitted to do training at the Dog Park. Owner must register trainer with the District prior to working with the dog.
- (17) The Dog Park is a designated “No Smoking” area.

USE OF THE DOG PARK IS AT PATRON’S OWN RISK

Use of the Dog Park is voluntary and evidences your waiver of any claims against the District resulting from activities occurring at the Dog Park. The District is not responsible for any injury or harm caused by use of the Dog Park.

PLAYGROUND POLICIES

- (1) **Use at Own Risk.** Patrons may use the playgrounds and parks at their own risk and must comply with all posted signage.
- (2) **Hours of Operation.** Unless otherwise posted, all playground and park hours are from dawn to dusk.
- (3) **Supervision of Children.** Supervision by an adult eighteen (18) years and older is required for children fourteen (14) years of age or under. Children must always remain within the line of sight of the supervising adult. All children are expected to play cooperatively with other children.
- (4) **Shoes.** Proper footwear is required and no loose clothing, especially with strings, should be worn.
- (5) **Mulch.** The mulch material is necessary for reducing fall impact and for good drainage. It is not to be picked up, thrown, or kicked for any reason.
- (6) **Food & Drink.** No food, drinks or gum are permitted on the playground, other than such water in non-breakable containers as may be necessary for reasonable hydration, but are permitted at the parks. Patrons and Guests are responsible for clean-up of any food or drinks brought by them to the parks.
- (7) **Glass.** No glass containers or objects are permitted. Patrons should notify District Staff if broken glass is observed at the playground or parks.

SUSPENSION AND TERMINATION OF PRIVILEGES

- (1) **General Policy.** All persons using the Amenities and entering District property shall comply with the Amenity Policies established for the safe operations and maintenance of the District's Amenities. In order to protect the rights and privileges of rule-abiding Patrons, inappropriate behavior by Patrons will not be tolerated.
- (2) **Suspension of Access and Use Privileges.** The District, through its Board, District Manager, Amenity Manager and District Counsel shall have the right to restrict, suspend or terminate the Amenity privileges of any person to use the Amenities for any of the following behavior:
 - Submits false information on any application for use of the Amenities;
 - Permits the unauthorized use of an Access Card;
 - Exhibits unsatisfactory behavior, deportment or appearance;
 - Fails to pay amounts owed to the District in a proper and timely manner;
 - Fails to abide by any District rules or policies (e.g., Amenity Policies);
 - Treats the District's supervisors, staff, general/amenity management, contractors or other representatives, or other Patrons, in an unreasonable or abusive manner;
 - Damages or destroys District property; or
 - Engages in conduct that is improper or likely to endanger the health, safety, or welfare of the District, or its supervisors, staff, amenities management, contractors or other representatives, or other residents or guests.
- (3) **Authority of District Staff.** District Staff or their designee, may immediately remove any person from one or all Amenities if any of the above-referenced behaviors are exhibited or actions committed or if in his/her reasonable discretion it is the District's best interests to do so. District Staff may at any time restrict or suspend for cause or causes, including but not limited to those described above, any person's privileges to use any or all of the Amenities until the next regularly scheduled meeting of the Board of Supervisors.
- (4) **Process for Suspension or Termination of Access and Use Privileges.** Subject to the rights of District Staff set forth in Paragraph (3) above, the following process shall govern suspension and termination of privileges:
 - (a) Offenses:
 - i First Offense: Verbal warning by District Staff and suspension from the Amenities for up to one (1) week from the commencement of the suspension. Violation is recorded by District Staff, signed by the individual offender(s), and held on file by the District.
 - ii Second Offense: Automatic suspension of all Amenity privileges for up to thirty (30) days from the commencement of the suspension, with the preparation by District Staff of a written report to be signed by the offender(s) and filed with the District.
 - iii Third Offense: Suspension of all Amenity privileges for up to one (1) year. Such suspension shall run to the next regular meeting of the Board of Supervisors. At said meeting, the record of all previous offenses will be presented to the Board for recommendation of termination of the offender(s) privileges for one (1) calendar year. The length of the suspension is in the discretion of the Board and may be for less than one (1) year.
 - (b) Each offense shall expire one (1) year after such offense was committed, at which time the number of offenses on record for such offender(s) shall be reduced by one. For example, if a first offense is committed on February 1 and a second offense on August 1, there will be two offenses on record until February 1 of the following year, at which time the first offense will expire and the second

offense will thereafter be considered a first offense until it expires on the following August 1. The provisions of this Paragraph shall not at any time serve to reduce any suspensions or terminations, which may have been imposed prior to the expiration of any offenses

- (c) Notwithstanding the foregoing, any time a user of the Amenity is arrested for an act committed, or allegedly committed, while on the premises of the Amenity, or violates these Policies in a manner that, in the discretion of the District Staff upon consultation with one Board member, justifies suspension beyond the guidelines set forth above, such offender shall have all amenity privileges immediately suspended until the next Board of Supervisors meeting. At the Board meeting, the Board will be presented with the facts surrounding the arrest or violation and the Board may make a recommendation of suspension or termination of the offender's privileges, which suspension or termination may include members of the offender's Household and may, upon the first offense, equal or exceed one year. In situations that pose a long-term or continuing threat to the health, safety and welfare of the District and its residents and users, permanent termination of Amenity privileges may be warranted and considered.
- (d) Any suspension or termination of Amenity privileges may be appealed to the Board of Supervisors for reversal or reduction. The Board's decision on appeal shall be final and binding.

- (5) **Legal Action; Criminal Prosecution.** If any person is found to have committed any of the infractions noted in Paragraph 2 above, such person may additionally be subject to arrest for trespassing or other applicable legal action, civil or criminal in nature.

USE AT OWN RISK; INDEMNIFICATION

Any Patron or other person who participates in the Activities (as defined below), shall do so at his or her own risk, and said Patron or other person and any of his or her Guests and any members of his or her Household shall indemnify, defend, release, hold harmless and forever discharge the District and its present, former and future supervisors, staff, officers, employees, representatives, agents and contractors of each (together, “Indemnitees”), for any and all liability, claims, lawsuits, actions, suits or demands, whether known or unknown, in law or equity, by any individual of any age, or any corporation or other entity, for any and all loss, injury, damage, theft, real or personal property damage, expenses (including attorneys’ fees, costs and other expenses for investigation and defense and in connection with, among other proceedings, alternative dispute resolution, trial court and appellate proceedings), and harm of any kind or nature arising out of or in connection with his or her participation in the Activities, regardless of determination of who may be wholly or partially at fault.

Should any Patron or other person bring suit against the Indemnitees in connection with the Activities or relating in any way to the Amenities, and fail to obtain judgment therein against the Indemnitees, said Patron or other person shall be liable to the District for all attorneys’ fees, costs and other expenses for investigation and defense and in connection with, among other proceedings, alternative dispute resolution, trial court, and appellate proceedings.

The waiver of liability contained herein does not apply to any act of intentional, willful or wanton misconduct by the Indemnitees.

For purposes of this section, the term “Activities” shall mean the use of or acceptance of the use of the Amenities, or engagement in any contest, game, function, exercise, competition, sport, event or other activity operated, organized, arranged or sponsored by the District, its contractors or third parties authorized by the District.

SOVEREIGN IMMUNITY

Nothing herein shall constitute or be construed as a waiver of the Districts’ sovereign immunity, or limitations on liability contained in Section 768.28, F.S., or other statutes or law.

SEVERABILITY

The invalidity or unenforceability of any one or more provisions of these policies shall not affect the validity or enforceability of the remaining provisions, or any part of the policies not held to be invalid or unenforceable.

AMENDMENTS AND WAIVERS

The Board in its sole discretion may amend these Amenity Policies from time to time. The Board by vote at a public meeting or the District Manager may elect in its/their sole discretion at any time to grant waivers to any of the provisions of these Amenity Policies, provided however that the Board is informed within a reasonable time of any such waivers.

The above Amenity Policies and Rates were adopted on _____, 2023 by the Board of Supervisors for the East 547 Community Development District, at a duly noticed public hearing and meeting.

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: Amenity Rates

Exhibit B: Amenity Access Registration Form

EXHIBIT A
AMENITY RATES

| TYPE | RATE |
|------------------------------|------------|
| Annual Non-Resident User Fee | \$2,500.00 |
| Replacement Access Card | \$30.00 |

EXHIBIT B
AMENITIES ACCESS REGISTRATION FORM

**EAST 547 COMMUNITY DEVELOPMENT DISTRICT
AMENITIES ACCESS REGISTRATION FORM**

NAME: _____

ADDRESS: _____

HOME TELEPHONE: _____

CELL PHONE: _____

EMAIL ADDRESS: _____

ADDITIONAL RESIDENT 1: _____

DOB IF UNDER 18 _____

ADDITIONAL RESIDENT 2: _____

DOB IF UNDER 18 _____

ADDITIONAL RESIDENT 3: _____

DOB IF UNDER 18 _____

ADDITIONAL RESIDENT 4: _____

DOB IF UNDER 18 _____

ADDITIONAL RESIDENT 5: _____

DOB IF UNDER 18 _____

ACCEPTANCE:

I acknowledge receipt of the Access Card(s) for the above listed residents and that the above information is true and correct. I understand that I have willingly provided all the information requested above and that it may be used by the East 547 Community Development District ("District") for various purposes. **I also understand that by providing this information that it may be accessed under public records laws.** I also understand that I am financially responsible for any damages caused by me, my family members or my guests and the damages resulting from the loss or theft of my or my family members' Access Card(s). It is understood that Access Cards are the property of the District and are non-transferable except in accordance with the District's rules, policies and/or regulations, and any necessary replacement will be at an applicable Replacement Access Card fee. In consideration for the admittance of the above listed persons and their guests into the facilities owned and operated by the District, I agree to hold harmless and release the District, its supervisors, agents, officers, professional staff and employees from any and all liability for any injuries that might occur, whether such occurrence happens wholly or in part by me or my family members' or guests' fault, in conjunction with the use of any of the District's Amenity Facilities (as defined in the District's Amenity Policies & Rates), as well while on the District's property. Nothing herein shall be considered as a waiver of the District's sovereign immunity or limits of liability beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28 Florida Statutes or other statute.

Signature of Patron (Parent or Legal Guardian if Minor)

Date

AFFIDAVIT OF RESIDENCY: (REQUIRED IF LEGAL FORM OF PROOF OF RESIDENCY NOT PROVIDED)

I hereby state that the address listed above is the bona fide residence for all residents listed in this Amenities Access Registration Form and that such address is located within the East 547 Community Development District. I acknowledge that a false statement in this affidavit may subject me to penalties for making a false statement pursuant to Section 837.06, *Florida Statutes*. I declare that I have read the foregoing and the facts alleged are true and correct to the best of my knowledge and belief.

Signature of Patron

State of Florida

County of _____

The foregoing was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of ____, 20__, by _____ who is [] personally known to me or [] produced _____ as identification.

(NOTARY SEAL)

Official Notary Public Signature

RECEIPT OF DISTRICT'S AMENITY POLICIES AND RATES:

I acknowledge that I have been provided a copy of and understand the terms in the **Amenity Policies and Rates** of the East 547 Community Development District.

Signature of Patron
(Parent or Legal Guardian if minor)

Date

GUEST POLICY:

Please refer to the **Amenity Policies and Rates** for the most current policies regarding guests.

PLEASE RETURN THIS FORM TO:

East 547 Community Development District
Attn: Amenity Access Team
219 East Livingston Street
Orlando, Florida 32801
Answering Service: (689) 500-4540
Email: amenityaccess@gmscfl.com

OFFICE USE ONLY:

Date Received

Date Entered in System

Staff Member Signature

PRIMARY RESIDENT:

Access Card #

ADDITIONAL INFORMATION:

Phase ____ – ____ Phase ____ – ____ Phase ____ – ____

New Construction: ____ Re-Sale: ____ Prior Owner: ____

Rental: ____ Landlord/Owner: ____

Lease Term: ____ Tenant/Renter: ____

SECTION VI



Grau & Associates

CERTIFIED PUBLIC ACCOUNTANTS

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

October 6, 2022

Board of Supervisors
East 547 Community Development District
219 East Livingston Street
Orlando, FL 32801

We are pleased to confirm our understanding of the services we are to provide East 547 Community Development District, City of Davenport, Florida ("the District") for the fiscal year ended September 30, 2022. We will audit the financial statements of the governmental activities and each major fund, including the related notes to the financial statements, which collectively comprise the basic financial statements of East 547 Community Development District as of and for the fiscal year ended September 30, 2022. In addition, we will examine the District's compliance with the requirements of Section 218.415 Florida Statutes. This letter serves to renew our agreement and establish the terms and fee for the 2022 audit.

Accounting principles generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the District's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

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

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

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that information:

- 1) Compliance with FL Statute 218.39 (3) (c)

Audit Objectives

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

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

Examination Objective

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

Other Services

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

Management Responsibilities

Management is responsible for compliance with Florida Statute 218.415 and will provide us with the information required for the examination. The accuracy and completeness of such information is also management's responsibility. You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. In addition, you will be required to make certain representations regarding compliance with Florida Statute 218.415 in the management representation letter. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

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

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

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

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

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

Audit Procedures—General

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

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

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

Audit Procedures—Internal Control

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

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

Audit Procedures—Compliance

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

Engagement Administration, Fees, and Other

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

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

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

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

Our fee for these services will not exceed \$4,200 for the September 30, 2022 audit, unless there is a change in activity by the District which results in additional audit work or if additional Bonds are issued. This agreement is automatically renewed each year thereafter subject to the mutual agreement by both parties to all terms and fees. The fee for each annual renewal will be agreed upon separately.

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

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

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. Invoices will be submitted in sufficient detail to demonstrate compliance with the terms of this agreement. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate.

The District has the option to terminate this agreement with or without cause by providing thirty (30) days written notice of termination to Grau & Associates. Upon any termination of this agreement, Grau & Associates shall be entitled to payment of all work and/or services rendered up until the effective termination of this agreement, subject to whatever claims or off-sets the District may have against Grau & Associates.

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

We appreciate the opportunity to be of service to East 547 Community Development District and believe this letter accurately summarizes the terms of our engagement and, with any addendum, if applicable, is the complete and exclusive statement of the agreement between Grau & Associates and the District with respect to the terms of the engagement between the parties. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Grau & Associates



Antonio J. Grau

RESPONSE:

This letter correctly sets forth the understanding of East 547 Community Development District.

By: _____

Title: _____

Date: _____



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



Peer Review
Program

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

February 20, 2020

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

Dear Antonio Grau:

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

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

Thank you for your cooperation.

Sincerely,

FICPA Peer Review Committee

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

Florida Institute of CPAs

cc: Daniel Hevia, Racquel McIntosh

Firm Number: 900004390114

Review Number: 571202

SECTION VII

LANDSCAPE & IRRIGATION MAINTENANCE SERVICES AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this 17th day of October, 2022, by and between:

East 547 Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, being situated in the City of Davenport, Florida, and having offices at c/o Governmental Management Services – Central Florida, LLC, 219 E. Livingston Street, Orlando, FL 32801 ("District"); and

Weber Environmental Services, Inc., a Florida corporation, whose address is 5935 S.R. 542 West, Winter Haven, FL 33880 (the "Contractor" and, together with the District, the "Parties").

RECITALS

WHEREAS, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure, including landscaping and irrigation improvements; and

WHEREAS, the District has a need to retain an independent contractor to provide, for certain lands within the District, certain landscape and irrigation maintenance services; and

WHEREAS, to solicit such services, the District conducted an informal but competitive bid process and determined to make an award of a contract for landscape and irrigation maintenance services to the Contractor, based on certain bid pricing provided by Contractor; and

WHEREAS, Contractor desires to provide such services, and represents that it is qualified to do so;

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, it is agreed that the Contractor is hereby retained, authorized, and instructed by the District to perform in accordance with the following covenants and conditions, which the Parties have agreed upon:

1. **INCORPORATION OF RECITALS.** The recitals stated above are true and correct and are incorporated by reference as a material part of this Agreement.

2. **SCOPE OF SERVICES.** The Contractor shall provide the services described in the Scope of Services as attached in **EXHIBIT A** and for the areas identified in the Landscape Maintenance Areas Exhibit attached hereto as **COMPOSITE EXHIBIT B** ("Work"). The Contractor agrees that the Landscape Maintenance Areas Exhibit attached hereto as **COMPOSITE EXHIBIT B** is the District's best estimate of the District's landscape needs, but that other areas may also include landscaping that requires maintenance. The Contractor agrees

that the District may, in its discretion, add up to 0.5 acre(s) of landscaping area to the Work, with no adjustment to price, and may add additional acreage of landscaping area to the Work beyond the 0.5 acre(s) using the unit pricing set forth in the Project Manual. The Contractor shall perform the Work consistent with the presently established, high quality standards of the District, and shall assign such staff as may be required for coordinating, expediting, and controlling all aspects of the Work. Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District. Notwithstanding any other provision of this Agreement, the District reserves the right in its discretion to remove from this Agreement any portion of the Work and to separately contract for such services. In the event that the District contracts with a third party to install certain landscaping or to otherwise perform services that might otherwise constitute a portion of the Work, Contractor agrees that it will be responsible for any such landscaping installed by the third party, and shall continue to perform all other services comprising the Work, including any future services that apply to the landscaping installed by the third party or to the areas where services were performed by the third party.

3. **MANNER OF CONTRACTOR'S PERFORMANCE.** The Contractor agrees, as an independent Contractor, to undertake the Work as specified in this Agreement or any Additional Services Order (see Section 7.c. herein) issued in connection with this Agreement. All Work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards, such as USF, IFAS, etc. The Contractor shall document all Work using the Daily Work Form attached hereto as part of **EXHIBIT C**. The performance of all services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.

One Account Manager will be assigned to this District and will be onsite regularly. The Account Manager shall be responsible for supervision/completion of work orders, and presentation and attendance at monthly Board meetings. To the extent the Account Manager is not fulfilling his or her responsibilities, the District, through the District Manager or Field Operations Manager, may request a replacement for that position which request will be responded to by the Contractor within fourteen calendar days.

In the event that time is lost due to heavy rains ("Rain Days"), the Contractor agrees to reschedule its employees and divide their time accordingly to complete all scheduled services during the same week as any Rain Days. The Contractor shall provide services on Saturdays if needed to make up Rain Days with prior notification to, and approval by, the District Representatives (defined below).

Contractor in conducting the Work shall use all due care to protect against any harm to persons or property. If the Contractor's acts or omissions result in any damage to property within the District, including but not limited to damage to landscape lighting and irrigation system components, entry monuments, structures, curbing, etc., the Contractor shall immediately notify the District and repair all damage – and/or replace damaged property – to the satisfaction of the District.

4. **MONITORING OF SERVICES.** The District shall designate in writing one or more persons to act as the District's representatives with respect to the services to be performed under this Agreement ("District Representatives"). The District Representatives shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contractor's services. This authority shall include but not be limited to verification of correct timing of services to be performed, methods of pruning, pest control and disease control. The District hereby designates its Operations Manager to act as the District Representative. The Contractor shall not take direction from anyone other than the District Representatives (e.g., the Contractor shall not take direction from individual District Board Supervisors, any representatives of any local homeowner's associations, any residents, etc.). The District shall have the right to change its designated representatives at any time by written notice to the Contractor.

The Contractor shall provide to management a written report of work performed for each week with notification of any problem areas and a schedule of work for the upcoming month. Further, the Contractor agrees to meet the District Representatives no less than one (1) time per month to inspect the entirety of the property to discuss conditions, schedules, and items of concern regarding this Agreement.

If the District Representatives identify any deficient areas, the District Representatives shall notify the Contractor whether through a written report or otherwise. The Contractor shall then within the time period specified by the District Representatives, or if no time is specified within forty-eight (48) hours, explain in writing what actions shall be taken to remedy the deficiencies. Upon approval by the District, the Contractor shall take such actions as are necessary to address the deficiencies within the time period specified by the District, or if no time is specified by the District, then within three days and prior to submitting any invoices to the District. If the Contractor does not respond or take action within the specified time period, and without intending to limit the District's remedies in any way, the District shall have the rights to, among other remedies available at law or in equity, fine the Contractor \$100 per day; to withhold some or all of the Contractor's payments under this Agreement; and to contract with outside sources to perform necessary Work with all charges for such services to be deducted from the Contractor's compensation. Any oversight by the District Representatives of Contractor's Work is not intended to mean that the District shall underwrite, guarantee, or ensure that the Work is properly done by the Contractor, and it is the Contractor's responsibility to perform the Work in accordance with this Agreement.

5. **SUBCONTRACTORS.** The Contractor shall not award any of the Work to any subcontractor without prior written approval of the District. The Contractor shall be as fully responsible to the District for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as the Contractor is for the acts and omissions of persons directly employed by the Contractor. Nothing contained herein shall create contractual relations between any subcontractor and the District.

6. **EFFECTIVE DATE.** This Agreement shall be binding and effective as of the date that the Agreement is signed by the last of the Parties hereto, and shall remain in effect as set forth in Section 7, unless terminated in accordance with the provisions of this Agreement.

7. **COMPENSATION; TERM.**

- a. Work under this Agreement shall begin upon execution by both Parties and end September 30, 2023 ("Initial Term"), unless terminated earlier pursuant to the terms of this Agreement. At the end of the Initial Term, this Agreement may be renewed on the same terms up to three times on an annual basis, in the District's sole discretion.
- b. As compensation for the Work, the District agrees to pay Contractor in the amounts set forth in **Exhibit A, \$3392.50 Monthly**. Such compensation covers all of the Work contained in the Contractor's scope of services. All additional work or services, and related compensation, shall be governed by Section 7.c. of this Agreement.
- c. *Additional Work.* Should the District desire that the Contractor provide additional work and/or services relating to the District's landscaping and irrigation systems, such additional work and/or services shall be fully performed by the Contractor after prior approval of a required Additional Services Order ("ASO"). The Contractor agrees that the District shall not be liable for the payment of any additional work and/or services unless the District first authorizes the Contractor to perform such additional work and/or services through an authorized and fully executed ASO, an example of which is attached as **EXHIBIT C**. The Contractor shall be compensated for such agreed additional work and/or services based upon a payment amount derived from the prices set forth in the Contractor's bid pricing (attached as part of **EXHIBIT A**). Nothing herein shall be construed to require the District to use the Contractor for any such additional work and/or services, and the District reserves the right to retain a different Contractor to perform any additional work and/or services.
- d. *Payments by District.* The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. Each monthly invoice shall contain, at a minimum, the District's name, the Contractor's name, the invoice date, an invoice number, an itemized listing of all costs billed on the invoice with a description of each sufficient for the District to approve each cost, the time frame within which the services were provided, and the address or bank information to which payment is to be remitted. Consistent with Florida's Prompt Payment Act, Section 218.70 et al. of the Florida Statutes, these monthly invoices are due and payable within forty-five (45) days of receipt by the District.
- e. *Payments by Contractor.* Subject to the terms herein, Contractor will promptly pay in cash for all costs of labor, materials, services and equipment used in the performance of the Work, and upon the request of the District, Contractor will provide proof of such payment. Contractor agrees that it shall comply with

Section 218.735(6), Florida Statutes, requiring payments to subcontractors and suppliers be made within ten (10) days of receipt of payment from the District. Unless prohibited by law, District may at any time make payments due to Contractor directly or by joint check, to any person or entity for obligations incurred by Contractor in connection with the performance of Work, unless Contractor has first delivered written notice to District of a dispute with any such person or entity and has furnished security satisfactory to District insuring against claims there from. Any payment so made will be credited against sums due Contractor in the same manner as if such payment had been made directly to Contractor. The provisions of this Section are intended solely for the benefit of District and will not extend to the benefit of any third persons, or obligate District or its sureties in any way to any third party. Subject to the terms of this Section, Contractor will at all times keep the District's property, and each part thereof, free from any attachment, lien, claim of lien, or other encumbrance arising out of the Work. The District may demand, from time to time in its sole discretion, that Contractor provide a detailed listing of any and all potential lien claimants (at all tiers) involved in the performance of the Work including, with respect to each such potential lien claimant, the name, scope of Work, sums paid to date, sums owed, and sums remaining to be paid.

8. INSURANCE.

- a. The Contractor shall maintain throughout the term of this Agreement the following insurance:
 - i. Worker's Compensation Insurance in accordance with the laws of the State of Florida.
 - ii. Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than \$2,000,000 combined single limit bodily injury and property damage liability, and further including, but not being limited to, Independent Contractors Coverage for bodily injury and property damage in connection with subcontractors' operation.
 - iii. Employer's Liability Coverage with limits of at least \$2,000,000 (one million dollars) per accident or disease.
 - iv. Automobile Liability Insurance for bodily injuries in limits of not less than \$2,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.
- b. The District, its staff, supervisors, officers, agents, and consultants shall be named as additional insureds. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified,

shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of A-VII.

- c. If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Contractor shall pay the cost for that required insurance to the District and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance. If Contractor fails to pay such cost to the District, the District may deduct such amount from any payment due the Contractor.

9. INDEMNIFICATION.

- a. Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement requires Contractor to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Contractor as jointly liable parties; however, Contractor shall indemnify the District for any and all percentage of fault attributable to Contractor for claims against the District, regardless whether the District is adjudged to be more or less than 50% at fault. Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, Florida Statutes, or other statute. Any subcontractor retained by the Contractor shall acknowledge in writing such subcontractor's acceptance of the terms of this Section 7.
- b. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District.

10. ENVIRONMENTAL ACTIVITIES. The Contractor agrees it is licensed, capable and shall use best management practices, consistent with industry standards, with respect to the storage, handling and use of chemicals (e.g., fertilizers, pesticides, etc.) and fuels. The Contractor shall keep all equipment clean (e.g., chemical sprayers) and properly dispose of waste. Further, the Contractor shall immediately notify the District of any chemical or fuel spills. The

Contractor shall be responsible for any environmental cleanup, replacement of any turf or plants harmed from chemical burns, and correcting any other harm resulting from the Work to be performed by Contractor.

11. **ACCEPTANCE OF THE SITE.** By executing this Agreement, the Contractor agrees that the Contractor was able to inspect the site prior to the time of submission of the bid, and that the Contractor agrees to be responsible for the care, health, maintenance, and replacement, if necessary, of the existing landscaping, in its current condition, and on an "as is" basis. The Contractor shall be strictly liable for the decline or death of any plant material, regardless of whether such decline or death is due to the negligence of the Contractor, except that the Contractor shall not be responsible for fire, cold, storm or wind damage, incurable or uncontrollable diseases, or damage due to vandalism. Upon the occurrence of any such exceptions, Contractor shall immediately notify the District. Contractor shall replace, at Contractor's expense, all plant material that, in the opinion of the District, fails to maintain a healthy, vigorous condition as a result of the Contractor's failure to perform the Work specified herein. No changes to the compensation set forth in this Agreement shall be made based on any claim that the existing landscaping was not in good condition or that the site was unsuitable for such landscaping.

12. **NO ESCALATION CLAUSE.** Contractor shall not demand or be entitled to additional compensation on the basis of escalation in fuel, materials, utilities, labor or other expenses.

13. **TAX EXEMPT DIRECT PURCHASES.** The Parties agree that the District, in its discretion, may elect to undertake a direct purchase of any or all materials used for the landscaping services, including but not limited to the direct purchase of fertilizer. In such event, the following conditions shall apply:

- (a) The District may elect to purchase any or all materials directly from a supplier identified by Contractor.
- (b) Contractor shall furnish detailed Purchase Order Requisition Forms ("Requisitions") for all materials to be directly purchased by the District.
- (c) Upon receipt of a Requisition, the District shall review the Requisition and, if approved, issue its own purchase order directly to the supplier, with delivery to be made to the District on an F.O.B. job site basis.
- (d) The purchase order issued by the District shall include the District's consumer certificate of exemption number issued for Florida sales and use tax purposes.
- (e) Contractor will have contractual obligations to inspect, accept delivery of, and store the materials pending use of the materials as part of the landscaping services. The Contractor's possession of the materials will constitute a bailment. The Contractor, as bailee, will have the duty to

safeguard, store and protect the materials while in its possession until returned to the District through use of the materials.

(f) After verifying that delivery is in accordance with the purchase order, Contractor will submit a list indicating acceptance of goods from suppliers and concurrence with the District's issuance of payment to the supplier. District will process the invoices and issue payment directly to the supplier.

(g) The District may purchase and maintain insurance sufficient to cover materials purchased directly by the District.

(h) All payments for direct purchase materials made by the District, together with any state or local tax savings, shall be deducted from the compensation provided for in this Agreement.

14. **COMPLIANCE WITH GOVERNMENTAL REGULATION.** The Contractor shall keep, observe, and perform all requirements of applicable local, State and Federal laws, rules, regulations, ordinances, permits, licenses, or other requirements or approvals. Further, the Contractor shall notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any act or omission of the Contractor or any of its agents, servants, employees, or material men, or appliances, or any other requirements applicable to provision of services. Additionally, the Contractor shall promptly comply with any requirement of such governmental entity after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation.

15. **DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE.** A default by either Party under this Agreement shall entitle the other to all remedies available at law or in equity for breach of this Agreement, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

16. **CUSTOM AND USAGE.** It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

17. **SUCCESSORS.** This Agreement shall inure to the benefit of and be binding upon

the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.

18. **TERMINATION.** The District agrees that the Contractor may terminate this Agreement with cause by providing ninety (90) days written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that, notwithstanding any other provision of this Agreement, and regardless of whether any of the procedural steps set forth in Section 4 of this Agreement are taken, the District may terminate this Agreement immediately with cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days written notice of termination without cause, and any such termination shall not result in liability to the District for consequential damages, lost profits, or any other damages or liability. However, upon any termination of this Agreement, the Contractor shall be entitled to payment for all Work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor, as the Contractor's sole means of recovery hereunder.

19. **PERMITS AND LICENSES.** All permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor and maintained for the term of this Agreement.

20. **ASSIGNMENT.** Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other, which approval shall not be unreasonably withheld. Any purported assignment of this Agreement without such prior written approval shall be void.

21. **INDEPENDENT CONTRACTOR STATUS.** In all matters relating to this Agreement, the Contractor shall be acting as an independent Contractor. Neither the Contractor nor employees of the Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

22. **HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

23. **AGREEMENT.** This instrument, together with its attachments which are hereby incorporated herein, shall constitute the final and complete expression of this Agreement between the Parties relating to the subject matter of this Agreement. To the extent of any inconsistency between this document, and the exhibits, this document shall control.

24. **ENFORCEMENT OF AGREEMENT.** In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees, paralegal fees and costs for trial, mediation, or appellate proceedings.

25. **AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Contractor.

26. **AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of the Parties, the Parties have complied with all the requirements of law, and the Parties have full power and authority to comply with the terms and provisions of this instrument.

27. **NOTICES.** Any notice, demand, request or communication required or permitted hereunder ("Notice") shall be in writing and sent by hand delivery, United States certified mail, or by recognized overnight delivery service, addressed as follows:

A. **If to the District:** East 547 CDD
219 E. Livingston Street
Orlando, FL 32801
Attn: District Manager

With a copy to: KE Law Group, PLLC
2016 Delta Blvd, Suite 101
Tallahassee, FL 32303
Attn: District Counsel

B. **If to Contractor:** Weber Environmental Services, Inc.
5935 S.R. 542 West
Winter Haven, FL 33880
Attn: Division Manager

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Contractor may deliver Notice on behalf of the District and the Contractor. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the Parties and addressees set forth herein.

28. **THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the District and the Contractor and no right or cause of action shall accrue upon or by reason, to

or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Contractor any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Contractor and their respective representatives, successors, and assigns.

29. **CONTROLLING LAW AND VENUE.** This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. Venue for any legal actions regarding this Agreement shall be Polk County, Florida.

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

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE PUBLIC RECORDS CUSTODIAN AT 407-841-5524, JBURNS@GMSCF.COM, OR 219 E. LIVINGSTON STREET, ORLANDO, FL 32801.

31. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

32. **ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the Parties as an arm's length transaction. The Parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the Parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

33. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

IN WITNESS WHEREOF, the Parties execute this Agreement as set forth below.

**EAST 547 COMMUNITY
DEVELOPMENT DISTRICT**

Brian Walsh

By: Brian Walsh

☒ Chairperson

☐ Vice Chairperson

Date: 10/17/22

**WEBER ENVIRONMENTAL
SERVICES, INC.**

Lindsey Weber

By: Lindsey Weber

Its: Business Developer

Date: 10-17-22

| | |
|-------------------|---|
| Exhibit A: | Scope of Services and Compensation |
| Exhibit B: | Landscape Maintenance Area – District Property |
| Exhibit C: | Forms |

Exhibit C**EAST 547 CDD**
ADDITIONAL SERVICES ORDER (ASO)*****FOR ILLUSTRATION PURPOSES ONLY. DO NOT USE THIS FORM*******-Contact District Manager For Finalized Form-**

Date: MM/DD/YYYY

ASO #: 01

Contractor's Name: _____

Project Manager: _____

Project Manager's Email: _____

Contractor's Address: _____

Contractor's Phone: _____

District Manager: Jill BurnsDistrict Manager's Email: jburns@gmscf.com

District Address: _____

District Phone: _____

| Item # | Item Description | Unit | Unit Cost | Quantity | Total |
|--------|------------------|------|-----------|----------|--------|
| 1 | | | \$0.00 | 0.00 | \$0.00 |
| 2 | | | \$0.00 | 0.00 | \$0.00 |
| 3 | | | \$0.00 | 0.00 | \$0.00 |
| 4 | | | \$0.00 | 0.00 | \$0.00 |
| 5 | | | \$0.00 | 0.00 | \$0.00 |

Net Change: \$0.00

| | |
|----------------------------------|---------------|
| Amount This ASO: | \$0.00 |
| ASO Amount To Date: | \$0.00 |
| Original Agreement Amount: | \$0.00 |
| Revised Agreement Amount: | \$0.00 |

Reason for Additional Services Order, Please Explain:

Additional Specifications:

In the event of a conflict between the terms and conditions set forth in this Additional Services Order with the terms and conditions in the Agreement, the terms and conditions of the Agreement will govern and the conflicting terms contained in the Additional Services Order will be disregarded. The District reserves the right to modify the Additional Services Order Form at any time.

Original Agreement: East 547 Community Development District – Landscape Maintenance Services Agreement

Signed & Dated: _____

IN WITNESS WHEREOF, the parties hereto have executed this Additional Services Order to be effective as of the later of the two dates set forth below.

OWNER:

EAST 547 COMMUNITY DEVELOPMENT DISTRICT,
a local unit of special-purpose government

CONTRACTOR:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A
Scope of Services/Compensation

East 547 CDD Landscape Fee Summary (July 2022)

Contractor:

Address:

Phone:

Fax:

Contact:

Email:

Property: East 547 CDD ("Geneva Landings")

Address: 1408 Hamlin Ave.
St. Cloud, FL 34771

Phone: (407) 347-2453

Contact: Marshall Tindall
Email: mtindall@gmscfl.com

| | JAN | FEB | MAR | APRIL | MAY | JUN | JUL | AUG | SEP | OCT | NOV | DEC | TOTAL |
|---|-------------|---------|---------|---------|-------------|---------|---------|---------|---------|---------|------------------|---------|----------|
| GENERAL SERVICES (Schedule A) - Mowing/Detailing | 2,522 | 1,681 | 2,522 | 3,363 | 4,204 | 3,363 | 3,363 | 4,204 | 3,363 | 3,363 | 1,681 | 1,681 | \$35,310 |
| TURF CARE (Schedule B) Bahia/St Augustine Fert | | | | 600 | | | 600 | | | 600 | | | \$1,800 |
| TREESHRUB CARE (Schedule C) Tree/Shrub Fert | | | | 600 | | | | | | 600 | | | \$1,200 |
| BED DRESSING - Estimate mulch yds (Schedule E - B.) <i>Per Yard Pricing:</i> | | | | | 1,625 25 | | | | | | <i>Mulch Yds</i> | | \$1,625 |
| PALM TRIMMING (Schedule E - C.) <i>Per Palm Price:</i> | | | | | 150 | | | | | | | | \$150 |
| ANNUAL CHANGES (Schedule E - A.) <i>Per Annual Pricing:</i> | | | | | | | | | | | | | \$0 |
| IRRIGATION MAINT. (Schedule D) | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | \$2,400 |
| TOTAL FEE PER MONTH: | \$2,722 | \$1,881 | \$2,722 | \$4,763 | \$6,179 | \$3,563 | \$4,163 | \$4,404 | \$3,563 | \$4,763 | \$1,881 | \$1,881 | \$42,485 |
| Flat Fee Schedule | \$3,540 | \$3,540 | \$3,540 | \$3,540 | \$3,540 | \$3,540 | \$3,540 | \$3,540 | \$3,540 | \$3,540 | \$3,540 | \$3,540 | \$42,485 |
| Essential Services Mowing/Detailing/Irrigation/Fert and F | \$40,710 | | | | | | | | | | | | |
| Extra Services Annual Changes, Palm Pruning, Mulc | \$1,775 | | | | | | | | | | | | |
| TOTAL | \$42,485.01 | | | | | | | | | | | | |

Initials _____

EAST 547 CDD LANDSCAPE SCOPE OF WORK

THE RIGHT PLANT, THE RIGHT PLACE. THE RIGHT FERTILIZER, THE RIGHT WATER.

The work for the landscape maintenance is to include the furnishing of all labor, materials, equipment, accessories and services necessary or incidental to sustain all turf and plant materials in a healthy, vigorous growing condition, free from weeds, diseases, insects, and nutritional deficiencies as well as a completely operational irrigation system. All associated planted areas are to be kept in a continuous healthy, neat, clean and debris free condition for the entire life of the contract.

GENERAL SERVICES

A. Turf Maintenance

Turf maintenance is defined as all mowing, edging, trimming and cleanup of lawn areas. High traffic and high profile areas such as the entrances and Amenity/clubhouse areas will be completely mowed, edged, trimmed and cleaned up prior to normal business hours of operation. In the event it becomes necessary to make a change in the mowing schedule for any reason, the CDD Management must be notified prior to adjustment of schedule. Mowing during inclement weather will not alleviate the contractor of responsibility for damage caused by the mowing of wet areas.

1. Mowing

- a. Prior to mowing, remove and dispose of normal litter and debris from all landscape areas. Contractor will not run over litter with mowers.
- b. St. Augustine, Bahia turf shall be mowed weekly during the growing season from April 1st through September 30th and bi-weekly during the winter season. It is understood that the contractor may be required to periodically add or delete mowing cycles based on weather or other factors with the consent of the CDD Management. Contractor should anticipate 42 mows annually for all common areas and ROWS. Ponds will be mowed 26 times. Additional mows can be performed as recommended for additional cost.
- c. St. Augustine and Bahia turf shall be cut with rotary mowers to maintain a uniform height. Bahia will be cut between 3.5" and 4.5". St Augustine will be cut between 4.5" and 5.5". At no time will mowing height be reduced so that more than 1/3 of the grass blade is removed at any cutting. Mowing blades shall be kept sufficiently sharp and properly adjusted to provide a cleanly cut grass blade. Mowing pattern shall be varied where feasible to prevent rutting and minimize compaction.
- d. Contractor shall complete a minimum of two passes along all waterways/wetlands with a 50" mower or larger discharging clippings away from the water. Any waterway edges that cannot be reached with the full size mower will be string trimmed every other mow cycle at minimum or as needed to maintain an intended look as per the discretion of CDD management.
- e. Visible clippings that may be left following mowing operations shall be removed from the site each visit. Discharging grass clippings into beds, tree rings or maintenance strips is unacceptable and if it occurs they shall be removed prior to the end of each service day.
- f. Contractor will take special care to prevent damage to plant material as a result of the mowing operations. Any damage caused by contractor's mowing equipment may result in the replacement of damaged material at the contractor's cost. Determination as to replacement will be at the sole discretion of the CDD representative. Replacement material will be of similar size to the material being replaced.

2. Edging

Sidewalks, curbs, and concrete slabs, and other paved surfaces will be edged in conjunction with mowing operations each time. Beds, tree rings, and other landscape edges will be edged once during each detail rotation, every three weeks. Edging is defined as removal of unwanted turf and vegetation along the above borders by use of a mechanical edger. Edges are to be perpendicular to the ground. String trimmers will not be used for this function. Care will be taken to maintain bed edges as designed in either straight or curvilinear lines.

3. String Trimming

- a. String Trimming shall be performed around road signs, guard posts, trees, shrubs, utility poles, and other obstacles where mowers cannot reach. Grass shall be trimmed to the same desired height as determined by the mowing operation. Trimming shall be completed with each mowing operation.
- b. Under no circumstance will it be an acceptable practice to string trim bed edges or small areas that may be cut utilizing a walk behind mower.
- c. Maintaining grass-free areas by use of chemicals may be the preferred method in certain applications. Such use will only be done with prior approval of the CDD.
- d. Turf around the edge of all waterways shall be mowed or string trimmed to the natural water's edge during every other mowing cycle at minimum.

4. Blowing

When using forced air machinery to clean curbs, sidewalks and other paved surfaces, care must be taken to prevent blowing grass clippings into beds, onto vehicles or onto other hardscape surfaces. In addition, care also must be taken to disrupt mulch from beds and any mulch blown out of beds must be placed back and raked smooth.

5. Damage Prevention/Repair

Special care shall be taken to protect building foundations, light poles, sign posts and other hardscape elements from mowing, edging or string trimming equipment damage. Contractor will agree to have repairs made by specialized contractors or reimburse the CDD or homeowners within 30 days for any damage to property caused by their crew members or equipment.

B. Detailing

Detailing of planted areas will be performed weekly in a sectional method, each section representing one-third of the entire property. Based on three sections, the contractor will completely detail the entire property once every three weeks. The exception will be the entrances and clubhouse areas. These are high traffic, focal areas and as such will be included to provide weekly attention minimally. The detailing process will include trimming, pruning and shaping of all shrubbery, ornamental trees and groundcover, removal of tree suckers, structural pruning or cutbacks of select varieties of plant material and ornamental grasses as directed, as well as the defining of bed lines, tree saucers and the removal of all unwanted vegetation. A detail crew will be onsite atleast one day per week 42-52 times per year as needed to accomplish the full amount of annual detail rotations

1. Pruning

- a. Prune trees, shrubs and groundcovers to encourage healthy growth and create a natural appearance. Prune to control the new plant growth, maintain the desired plant shape and remove dead, damaged, or diseased portions of the plant. Provide remedial attention and repair to plant material as appropriate to season or in response to incidental damage.
- b. Only Contractor's staff that have been trained and demonstrate competency in proper pruning techniques shall perform pruning. Use only hand pruners or loppers on trees and shrubs,

particularly groundcover Juniper varieties. Hand shears or Topiary shears will be the preferred method of trimming most formal shrubs. Only use power shears on formal hedges where previous practice was to shear, or as directed by the CDD representative.

- c. Pruning of trees up to a height of 12 feet is included in the scope of the work. If pruning is required above the height of 12 feet, contractor shall propose an extra service to the CDD representative and acquire approval prior to performing the work. The branching height of trees shall be raised only for the following reasons:
 - Provide clearance for pedestrians, vehicles, mowers and buildings.
 - Maintain clearance from shrubs in bed areas.
 - Improve visibility in parking lots and around entries.
- d. Prune trees to remove weak branching patterns and provide corrective pruning for proper development. Cut back to branch collar without leaving stubs. Provide clean and flush cut with no tearing of the tree bark.
- e. Prune all shrubbery in accordance with the architectural intent as it relates to adjacent plantings and intended function.
- f. Prune to contain perimeter growth within intended bed areas. Established groundcover shall be maintained 4" to 6" away from adjacent hardscape and turf. Bevel or roll leading edges to avoid creating a harsh boxed look. Mature groundcover shall be maintained at a consistent, level height to provide a smooth and even appearance and separation from adjacent plant material.
- g. Structural pruning will be required for several varieties of plants bi-annually, annually or semi-annually to maintain their scale and performance within the landscape. The methodology employed is to structurally prune one plant group throughout the entire property during the sectional detail rotation. Following this schedule, all structural pruning should be completed within a six week cycle each time it is performed. All needed structural pruning will be done once per year at minimum. All Ornamental Grasses are to be haystack cut one time per year.
- h. Crepe Myrtles are to be trimmed once per year in the winter months. Trimming should include removal of old blooms, sucker growth and any cross branching. Trimming should be done in such a way that cuts are no less than 12" away from previous year's cuts. "Hat Racking" will not be permitted unless directed otherwise by the CDD representative.
- i. Pruning of all palms less than 15' in height will be included in the sectional rotation. Pruning consists of removal of all dead fronds, seedpods and any loose boots.

2. Weed Control

- a. Bed areas are to be left in a weed free condition after each detail service. While pre and post-emergent chemicals are acceptable means of control, weeds in bed areas larger than 3" shall be pulled by hand.
- b. Hardscape cracks and expansion joints are to be sprayed in conjunction with the detail cycle to control weeds. Chemical practices shall not be a substitute for hand weeding where the latter is required for complete removal.

3. Trash Removal

- a. Removing trash from all landscape areas will be the responsibility of the contractor. The contractor will remove trash from all focal areas, including medians, around amenity areas, and monuments every visit. Other trash will be removed during normal detail rotations.

C. General

1. Policing

- a. Contractor will police the grounds during each service visit to remove trash, debris and fallen tree litter as needed prior to mowing and edging. Contractor is not responsible for removal of excessive storm debris which would be performed with prior approval with supplemental proposal.
- b. As needed contractor will dedicate supplemental personnel and specialized equipment to the removal of seasonal leaf drop from all landscape and hardscape areas during the months of November through April.
- c. All litter shall be removed from the property and disposed of off-site.

2. Communication

- a. Daily, the contractor will communicate with the CDD representative for any landscape issues requiring immediate attention.
- b. Communication is of the utmost importance. Contractor will provide a monthly written report in a form approved by the CDD representative which details all aspects of the previous month's maintenance activities.
- c. When requested by CDD management contractor will provide a Monthly Service Calendar for the upcoming period. A copy of the preceding month's Irrigation Maintenance report and Lawn and Ornamental Fertilization report will be provided monthly. A copy of these documents should be submitted to the CDD representative by the 5th of each month electronically, or in person. This is only necessary should management request, likely due to performance concerns.
- d. Contractor agrees to take part in regular weekly, bi-weekly or monthly inspections, as decided by CDD management, of the property to ensure their performance of this agreement meets the standards required herein and protects the overall well-being of the property's landscape. Contractor also agrees to complete any work that appears on punch lists resulting from inspections or reviews within three weeks of receiving them. Contractor will have their Account Manager participate on its behalf and have their Lawn and Ornamental and Irrigation Managers or Technicians available for inspection meeting as needed or requested by CDD management.

3. Staffing

- a. The Contractor shall have a well-experienced Foreman/Supervisor on site at all times with the crew. This person should have extensive knowledge of horticultural practices and be capable of properly supervising others. He/she and other supervisors should be in a certain type of uniform that distinguishes them from the crew. The Foreman/Supervisor should communicate regularly, daily when needed, with the property's manager. Further, In order to maintain continuity, the same Foreman/Supervisor shall direct the scheduled maintenance operations throughout the year. Any anticipated changes in supervisory personnel shall be brought to the attention of the CDD representative prior to any such change. This will assure the BOD and Management that maintenance personnel remain familiar with the maintenance specifications, the site and any changing conditions.
- b. The crew members should be properly trained to carry out their assigned task, and should work in a safe professional manner. Each crew member should be in full uniform at all times.
- c. Contractor is expected to staff the property with trained personnel experienced in commercial landscape maintenance. All personnel applying fertilizers, insecticides, herbicides and fungicides must be certified by the FL Department of Agriculture and Consumer Services. These individuals should be Best Management Practices Certified and hold a Limited Certification for Urban Landscape Commercial Fertilizer or a Certified Pest Control Operator or an employee with an ID card working under the supervision of a CPCO.

- d. Contractor agrees to screen all crew members for criminal background, advise Management and not employ persons for this Contract that have been convicted of or pled guilty to a felony crime or misdemeanor to which Management objects. Also, contractor agrees to follow all INS guidelines for hiring and to maintain an I-9 and other required documents on each employee.
- e. Contractor is expected to staff the property with adequately trained personnel a minimum 3 days per week between Monday & Friday. Holidays observed that do not require staffing include New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, and any other day agreed to by CDD Management. Normal working hours are from 7:00 AM until 7:00 PM. No power equipment will be operated near homes before 9:00 AM. Efforts will be made such that ALL work performed around the Amenity Areas and pool area is to be completed prior to normal member attendance hours. Saturdays will be made available for makeup work due to inclement weather from 8:00 AM until 5 PM.

SCHEDULE "A" – TURF CARE PROGRAM - ST. AUGUSTINE

A. Application Schedule – Minimum schedule, if more is needed it is up to the contractor to recommend.

| <u>Month</u> | <u>Application</u> |
|--------------|---|
| January: | Winter fertilization, broadleaf weed control and disease control |
| March: | Spring granular fertilization, broadleaf weed control, insect and disease control |
| May: | Late spring heavy, 100% slow release Nitrogen fertilization with Arena and weed Control |
| October: | Heavy fall granular fertilization and broadleaf weed/disease control |

B. Application Requirements

1. Fertilization

- a. Contractor will submit a schedule of materials to be used under this program along with application rates. Annual program will include a maximum of 4 lbs. of N/1000 square feet with a minimum of 50% slow release and a high Potassium blend in the fall fertilization to promote root development unless soil samples indicate the presence of sufficient Potassium. The winter liquid fertilization should contain a maximum of .5lbs of N/1000 square feet.
- b. All fertilizers utilized under this program are to be custom blended with a balanced nutrient package. A complete minor and trace element package will be included with each application to ensure that all the requirements of grasses are met. If soil samples indicate a high pH, all fertilizers utilized will be Sulphur coated products.
- c. All hardscape surfaces are to be blown off immediately following a fertilizer application to prevent staining.
- d. The irrigation system will be fully operational prior to any fertilizer application.
- e. At the request of management, soils shall be tested at a reliable testing facility once per year to monitor for pH, Nematodes, Take All Root Rot and chemical make-up. The results will be provided to management along with the contractor's recommendation as to any changes in the turf care program based on these results.

- f. Any changes to the fertilization schedule, products used, or techniques will be discussed with CDD management and agreed to by CDD management.

2. Insect/Disease Control

- a. The reduction of irrigation water during the winter season will dramatically reduce the potential for fungus/disease problems. Contractor will be responsible to manage settings of irrigation timers.
- b. Supplemental insecticide applications will be provided in addition to the normal preventive program as needed to provide control.

3. Weed Control

- a. Weed control will be limited to the broadleaf variety and sedge type grasses under this program.
- b. Contractor shall alert management of outbreaks of Crabgrass, Bermuda, Alexander and Dove grasses. Failure to do so will make the contractor liable for resulting turf loss.

4. Warranty

If the grass covered under this turf care program dies due to insect infestation, disease or improper fertilizer application, the affected grass will be replaced at no charge. Contractor will not be held responsible for turf loss due to conditions beyond their control. This includes nematodes, diseases such as Take-All Root Rot and weeds such as Crabgrass which are untreatable with currently available chemicals, high traffic areas, drainage problems, or acts of God. In the event these conditions exist, the contractor is responsible to employ whatever cultural practices can be reasonably performed to extend the life of the affected material.

SCHEDULE "B" – TURF CARE PROGRAM – BAHIA – Where Applicable

A. Application Schedule

| <u>Month</u> | <u>Application</u> |
|--------------|---|
| March: | Complete liquid 18-0-8 N-P-K fertilizer and broadleaf weed control to include blanket pre-emergent herbicide application. |
| June: | Chelated Iron application and Mole Cricket control. |
| October: | Complete liquid 18-0-8 N-P-K fertilizer and broadleaf weed control to include blanket pre-emergent herbicide application. |

B. Application Requirements

1. Fertilization

- a. Contractor will submit a schedule of materials to be used under this program along with application rates. Annual program will include a minimum of 2 lbs. of N/1000 square feet with a minimum of 30% slow release and a high Potassium blend in the late summer fertilization to promote root development unless soil samples indicate the presence of sufficient potassium.
- b. All fertilizers utilized under this program are to be custom blended with a balanced nutrient package. A complete minor and trace element package will be included with each application to ensure that all the requirements of grasses are met. If soil samples indicate a high pH, all fertilizers utilized will be Sulphur coated products.
- c. All hardscape surfaces are to be blown off immediately following a fertilizer application to prevent staining.

- d. The irrigation system will be fully operational prior to any fertilizer application.
 - e. Soils shall be tested at a reliable testing facility twice per year to monitor for PH and chemical makeup. The results will be provided to management along with the contractor's recommendation as to any changes in the turf care program based on these results.
2. Insect/Disease Control
- a. The reduction of irrigation water during the winter season will dramatically reduce the potential for fungus/disease problems. Contractor will be responsible to manage settings of irrigation timers.
 - b. Supplemental insecticide applications will be provided in addition to the normal preventive program as needed to provide control.
3. Weed Control
- a. Weed control will be limited to the broadleaf variety under this program.
 - b. Contractor shall alert management of outbreaks of Sedge, invasive Bermuda, or Crabgrass. Failure to do so will make the contractor liable for resulting turf loss.
4. Warranty
- Only turf loss due to dramatic negligence or mismanagement by the contractor will be considered for replacement by contractor.

SCHEDULE "C" – TREE/SHRUB CARE PROGRAM

A. Application Schedule

| <u>Month</u> | <u>Application</u> |
|-------------------|--|
| March/April: | Insect/disease control/fertilization. |
| May/June: | Insect/disease control as needed. |
| July/August: | Minor nutrient blend with insect/disease |
| control. October: | disease control as needed |
| December: | Insect/disease control/fertilization as needed |

B. Application Requirements

1. Fertilization
- a. Contractor will submit a schedule of materials to be used under this program along with application rates. Fertilizers selected must be appropriate for the plant material to be fertilized such as an acid forming fertilizer for Azaleas which require a lower soil pH.
 - b. Contractor will submit a schedule of materials to be used under this program along with application rates. Annual program will include a minimum of 50% slow release Nitrogen and a high Potassium blend in the fall fertilization to promote root development unless soil sample results indicate the presence of sufficient Potassium.
 - c. All fertilizers utilized under this program are to be custom blended with a balanced nutrient package. A complete minor and trace element package will be included with each application to ensure that all the requirements of plant material are met. If soil samples indicate a high pH, all fertilizers utilized will be Sulphur coated products.

- d. This program covers all fertility requirements on all existing shrubs and palms, as well as all newly installed shrubs, trees, and palms up to 35'. All native trees or transplanted trees over 35' in overall height will require special consideration and are therefore excluded from this program.
- e. There will be a deep root feeding on an as needed basis to establish newly planted trees.
- f. Fertilizer will be distributed evenly under the drip zone of each plant. Special care will be taken not to "clump" fertilizer neither at the base nor in the crown of plants.
- g. The irrigation system will be fully operational prior to any fertilizer application.
- h. Soils shall be tested at a reliable testing facility once per year to monitor for pH, Nematodes, Take All Root Rot and chemical make-up. The results will be provided to management along with the contractor's recommendation as to any changes in the Tree/Shrub care program based on these results.

2. Insect/Disease Control

- a. Insect and disease control is intended to mean a thorough inspection of all plantings for the presence of insect or disease activity and the appropriate treatment applied. All insect and disease infestations require follow-up applications for control and are included in this program.
- b. Contractor is responsible for the continuous monitoring for the presence of damaging insects or disease. Any problems noted between regularly scheduled visits will be treated as a service call and responded to within 48 hours. Service calls due to active infestations are included in this program.
- c. This program covers all disease and Insect activity on all existing shrubs and palms, as well as all newly installed shrubs, trees, and palms up to 35'. All native trees or transplanted trees over 35' in overall height will require special consideration and are therefore excluded from this program.
- d. Contractor will be required to apply all pesticides in accordance with labeled directions including the use of any Personal Protective Equipment.
- e. Contractor will provide a copy of the license for the Certified Operator in charge of chemical applications for this property.

3. Specialty Palms

- a. Considering the investment in Specialty Palms such as Phoenix varieties (i.e. Dactylifera, Sylvester, Senegal Date etc.), contractor will include in their proposed Tree/Shrub program, a comprehensive quarterly fertilization and root/bud drench for potential disease and infestation.
- b. When applicable, the contractor will monitor site tubes that have been installed to monitor ground water build up around the root ball of specimen palms to de-water them as necessary.

4. Warranty

If a plant or tree dies from insect or disease damage while under this Tree/Shrub Care Program, it will be replaced with one that is reasonably available by contractor if it is reasonably decided to be from negligence by CDD management. Exclusions to this warranty would be Acts of God, along with pre-existing conditions, i.e. soil contamination or poor drainage, nematodes, borers, locusts and insects such as Asian Cycad Scale. Also excluded are diseases such as Verticillium and Fusarium Wilt, TPDD, Lethal Bronzing, Entomosporium Leaf Spot Fungus and Downey Mildew that are untreatable with currently available chemicals. In the event these conditions exist, the contractor is responsible to promptly report any detection to the CDD representative.

SCHEDULE "D" – IRRIGATION MAINTENANCE

A. Frequency of Service

- a. Contractor will perform the following itemized services under "Specifications" on a monthly basis completing 25% of the inspection each week.
- b. The irrigation inspection will be performed during the same week(s) each month.

B. Specifications

- a. Activate each zone of the system.
- b. Visually check for any damaged heads or heads needing repair.
- c. Visually check all landscape areas irrigated with Netafim drip lines to ensure proper water flow and pressure.
- d. Clean filters located at each zone valve monthly if applicable.
- e. Clean, straighten or adjust any heads not functioning properly.
- f. Straighten, re-attach to bracing and touch up paint on riser heads as needed.
- g. Report any valve or valve box that may be damaged in any way.
- h. Leave areas in which repairs or adjustments are made free of debris.
- i. Adjust controller to the watering needs as dictated by weather conditions, seasonal requirements, and water management district restrictions including adjusting of rain sensors.
- j. Contractor will provide a written report of the findings by zone.

C. Qualifying Statements

1. Repairs

- a. Repairs that become necessary and that are over and above the routine monthly inspections will be done on a time and material basis. Hourly irrigation repair rates will be defined in overall landscape maintenance contract.
- b. Request for authorization must be submitted to the CDD representative for approval. A description of the problem, its location and estimated cost should be included. All repairs must be approved by the CDD representative prior to initiating any work. It is up to CDD management's discretion to allow contractor to proceed with repairs at an agreed threshold without prior approval.

2. Service Calls

- a. Service Calls required between scheduled visits will be billed on a time and material basis at the rates extra pricing rates.
- b. When not an emergency, request for authorization must be submitted in written form to the CDD representative for approval. A description of the problem, its location and estimated cost should be included. All repairs must be approved by the CDD representative prior to initiating any work.

3. Contractor will pay special attention during irrigation (IMC) maintenance inspections to ensure that sprinkler heads are positioned so that water does not spray directly onto buildings, windows or parking areas.

- a. Contractor will be held responsible for any accident that arises from the over spray of water on hard surfaces if it is determined that the contractor was negligent in performing monthly irrigation maintenance.

4. Damage resulting from contractor's crews working on the property (i.e., mower and edger cuts) will be repaired at no charge to the CDD within 24 hours of being detected.

5. Contractor shall not be held responsible for any system failure caused by lightning, construction work, pre-existing conditions, freeze or other acts of God.
6. Contractor shall not be held responsible for damage to the landscape caused by mandatory water restrictions placed on the property by the governing water management district.
7. Contractor will visually inspect irrigation system weekly while performing routine maintenance.
8. Contractor will provide a 24 hour "Emergency" number for irrigation repairs.
9. Contractor shall take all required readings from meters or at pump stations as required and work with the CDD representative to file all quarterly and/or semi-annual reports to the Water Management District.

SCHEDULE "E" – ADDITIONAL SERVICES – To be priced separately but as part of the landscape contract. These services are subject to bids at management's discretion at any point.

Note: Additional services work is to be considered as a supplement of the overall Landscape Maintenance contract. All Special Services work is to be performed by supplemental crews. CDD management can bid out these services at their discretion and work is to be completed according to this scope, or as CDD Management agrees. In addition, contractor should and is expected to recommend when they believe these services should be carried out in their bid documents. Additionally, all "Additional Services" will be billed in the month they are performed as a separate line item on that months invoice. Additional services costs will not be spread out across the full annual contract.

A. Bedding Plants – Annuals (If Applicable)

The nature and purpose of "Flower Beds" is to draw attention to the display. The highest level of attention should be placed on their on-going care.

1. Schedule

- a. The most appropriate seasonal annuals will be used. A standard yearly rotation includes but is not limited to: All flower beds on the property will be changed out four (4) times per year during the months of January, April, July and October. Changes to the amounts of annuals, rotations timing, or date of installation can be made at CDD management discretion.
- b. Contractor recognizes that flower beds are intended to highlight and beautify high profile areas and should be selected for color, profusion and display.
- c. All newly planted beds will have a minimum of 50% of the plants in bloom at the time of installation and they shall be 4 ½" individual pots.
- d. Contractor will obtain prior approval of plant selection from the CDD representative 2 weeks before installation.

2. Installation

- a. Plants are to be installed utilizing a triangular spacing of 9" O.C. between plants.
- b. Annually, prior to the Spring change out, existing soil will be removed to a depth of 6" in all annual beds and replaced with clean growing medium composed of 60% peat and 40% fine aged Pine Bark.

- c. All beds will be cleaned and hand or machine cultivated to a depth of 6" prior to the installation of new plants.
- d. Create a 2" trench where the edge of the bed is adjacent to turf or hardscape.
- e. A granular time-release fertilizer and a granular systemic fungicide will be incorporated into the bedding soil at the time of installation.
- f. All beds should be covered with 1" layer of Pine bark Fines after planting.
- g. Follow-up applications of fertilizer, fungicide and insecticide are provided as needed.
- h. Annuals that require replacement due to over-irrigation or under-irrigation will be replaced immediately by contractor without charge to the CDD.

3. Maintenance

- a. Flower beds unique to the property will be reviewed daily or at each service visit for the following:
 - Removal of all litter and debris.
 - Beds are to remain weed – free at all times.
 - All declining blooms are to be removed immediately.
 - Inspect for the presence of insect or disease activity and treat immediately.
- b. Seed heads are to be removed from plants as soon as they appear. "Pinching" of certain varieties weekly is to be a part of the on-going maintenance as well. Frequent "pinching" will result in healthier, more compact plants.
- c. Prolific bloomers such as Salvia require that 10% to 20% of healthy blooms are to be removed weekly.
- d. Pre-emergent herbicides are not to be used in annual beds.
- e. Contractor guarantees the survivability and performance of all annual plantings for a period of 90 days. Any plant that fails to perform during this period will be immediately replaced at the contractor's expense.

4. Warranty

Any bedding plant that dies due to insect damage or disease will be replaced under warranty. Exclusions to this warranty would be freeze, theft, or vandalism.

B. Bed Dressing

1. Schedule
 - a. Mulching will be carried out twice per year. Once in the spring, once in the fall. The most desirable months are May and Early November. Mulch will be priced "per yard".
 - b. Application will be completed within a two week time period.
2. Installation
 - a. Prior to application, areas will be prepared by removing all foreign debris and accumulated mulch material and establishing a defined, uniform edge to all bed and tree rings as well as a 1" to 2" deep trench along all hardscape surfaces to include equipment pads, in order to hold the mulch in place.



- b. Bed dressing should be installed in weed free beds that have been properly edged and prepared.
- c. Bed Dressing should be installed to maintain a 2" thickness in all bed areas, including tree rings in lawn areas and maintenance strips unless otherwise directed by the CDD representative. Some areas will require more mulch than others. Focal areas are to be prioritized. If at any point the application does not allow enough yards to maintain 2 inch depth across beds then an additional proposal will be created by the contractor for the additional needed yards.
- d. A summary of shipping tickets or invoices for products or subcontract services will be submitted prior to requesting payment for this work.

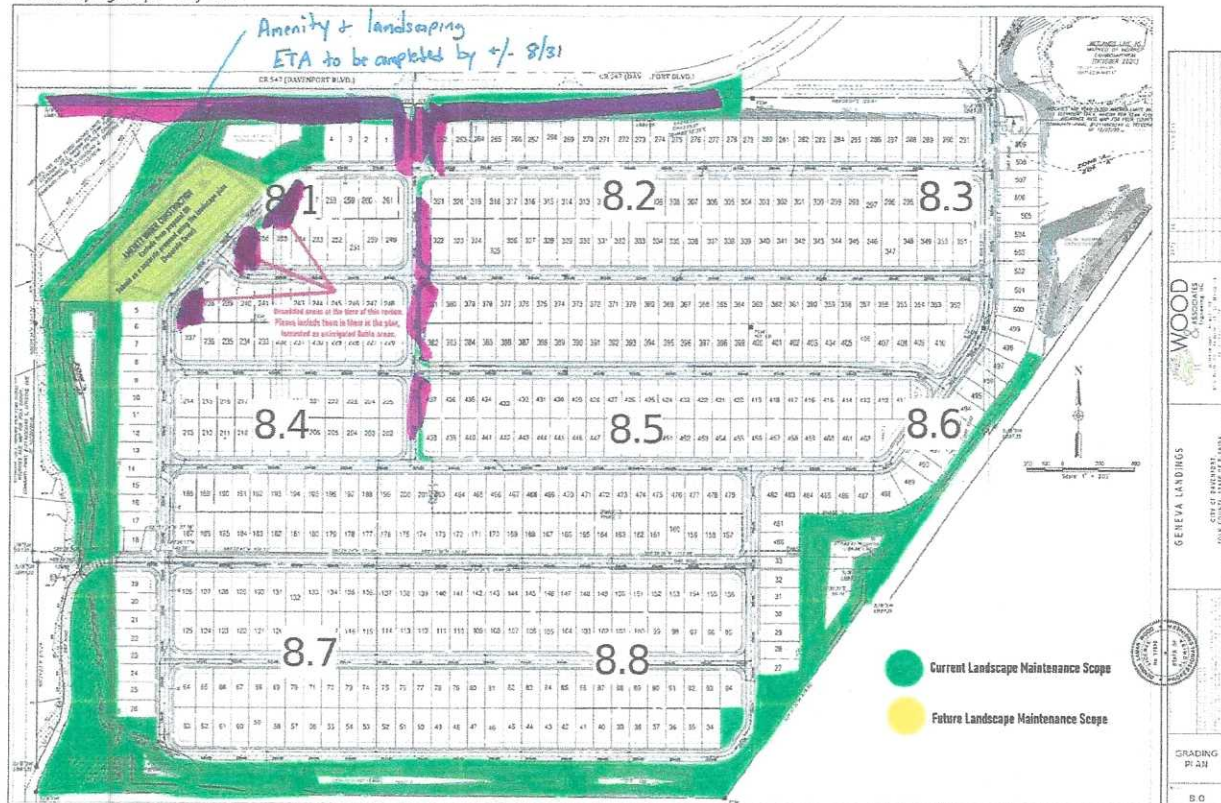
C. Palm Trimming

1. Schedule

- 2. Specimen Date Palms such as Phoenix varieties (i.e. Dactylifera, Sylvester, Senegal Date, etc.) in excess of 12' will be trimmed up to two times per year in June and/or December as needed. All vegetation will be removed from their trunk and nut and loose or excessive boots will be removed and/or cross cut during this process. Contractor will monitor for disease and recommend treatment if necessary.
- 3. All palms less than 12' will be trimmed as needed by the detail crew during the regular detail rotation as outlined in General Services.
- 4. Washingtonia palms in excess of 12' will be trimmed up to two times per year in the months of February and August as needed.
- 5. All palms other than Washingtonia, in excess 15' will be trimmed up to once per year in the month of August.
- 6. Trimming shall include removal of all dead fronds, loose boots and seed stalks.
- 7. Trim palms so that the lowest remaining fronds are left at a ten and two o'clock profile or nine and three o'clock at the discretion of management. "Hurricane" cuts are only to be done at the direction of the CDD representative.
- 8. When trimming, cut the frond close to the trunk without leaving "stubs"
- 9. It is imperative that the contractor use clean and sanitized tools, sanitizing their tools thoroughly from tree to tree

Exhibit B
PROPERTY MAP

East 547 CDD - ("Geneva Landings")
 Landscaping Scope - July 2022



- 42 weeks service
- 26 weeks service

SECTION VIII

SECTION C

East 547 CDD

Field Management Report



12/08/2022

Clayton Smith

Field Services Manager

GMS

Complete

Hurricane Review

- ✚ Post storm review was completed.
- ✚ Fence repairs were completed after Ian.
- ✚ Minor Fence damage after Nicole.
- ✚ Landscaper straightened leaning perimeter tree.



Complete

Landscaping

- ✚ Landscaping work is good.
- ✚ Grass mowing has been consistent, and planters have been kept neat and clean.



Site Items

Mailbox Lighting

- ✚ Consideration for solar lighting at mailboxes.



Meter

- ✚ Irrigation meter transfer issue was identified.
- ✚ Facilitation of transfer.



Upcoming

Amenity

- Monitoring progress of amenity and forecasting for standard completion checklists.



Conclusion

For any questions or comments regarding the above information, please contact me by phone at 407-201-1514, or by email at csmith@gmscfl.com. Thank you.

Respectfully,
Clayton Smith

SECTION D

SECTION 1

East 547

Community Development District

Summary of Checks

June 01, 2022 through September 30, 2022

| Bank | Date | Check No.'s | Amount |
|--------------|---------|-------------|------------------------|
| General Fund | | | |
| | 6/10/22 | 117 | \$ 323.50 |
| | 6/16/22 | 118 | \$ 3,608.86 |
| | 6/28/22 | 119-123 | \$ 470,381.96 |
| | 6/30/22 | 124 | \$ 2,340.00 |
| | 7/8/22 | 125 | \$ 58,062.20 |
| | 7/15/22 | 126 | \$ 22,028.62 |
| | 7/29/22 | 127-129 | \$ 182,047.40 |
| | 8/12/22 | 130 | \$ 79,692.93 |
| | 8/24/22 | 132-143 | \$ 29,553.43 |
| | 8/25/22 | 144 | \$ 587.50 |
| | 9/21/22 | 145-148 | \$ 377,225.40 |
| | | | \$ 1,225,851.80 |

| CHECK DATE | VEND# |INVOICE..... DATE INVOICE | ...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS | VENDOR NAME | STATUS | AMOUNT |CHECK..... AMOUNT # |
|---------------|-------|-----------------------------------|--|----------------------------------|--------|------------|----------------------------|
| 6/10/22 | 00019 | 6/08/22 2720 | 202205 310-51300-31500 | GENERAL COUNSEL - MAY 22 | * | 323.50 | |
| | | | | KE LAW GROUP, PLLC | | | 323.50 000117 |
| 6/16/22 | 00001 | 6/01/22 33 | 202206 310-51300-34000 | MANAGEMENT FEES - JUN 22 | * | 2,916.67 | |
| | | 6/01/22 33 | 202206 310-51300-35200 | WEBSITE MANAGEMENT-JUN 22 | * | 100.00 | |
| | | 6/01/22 33 | 202206 310-51300-35100 | INFORMATION TECH - JUN 22 | * | 150.00 | |
| | | 6/01/22 33 | 202206 310-51300-31300 | DISSEMINATION SVCS-JUN 22 | * | 416.67 | |
| | | 6/01/22 33 | 202206 310-51300-51000 | OFFICE SUPPLIES | * | .18 | |
| | | 6/01/22 33 | 202206 310-51300-42000 | POSTAGE | * | 25.34 | |
| | | | | GOVERNMENTAL MANAGEMENT SERVICES | | | 3,608.86 000118 |
| 6/28/22 | 00020 | 6/02/22 PAYAPP#7 | 202206 300-20700-10200 | FY22 SER21 FR#19 | * | 58,104.00 | |
| | | | | ASSOCIATED CONSTRUCTION PRODUCTS | | | 58,104.00 000119 |
| 6/28/22 | 00021 | 4/10/22 PAYAPP#2 | 202206 300-20700-10200 | FY22 SER21 FR#14 | * | 35,110.80 | |
| | | | | BLUE OX ENTERPRISES LLC | | | 35,110.80 000120 |
| 6/28/22 | 00025 | 5/31/22 00071281 | 202206 300-20700-10200 | FY22 SER21 FR#18 | * | 64,824.32 | |
| | | | | DANIELLE FENCE MFG, CO,. INC. | | | 64,824.32 000121 |
| 6/28/22 | 00022 | 5/30/22 PAYAPP#5 | 202206 300-20700-10200 | FY22 SER21 FR#17 | * | 2,453.85 | |
| | | | | OVIDA CONSTRUCTION GROUP INC | | | 2,453.85 000122 |
| 6/28/22 | 00021 | 6/25/22 PAYAPP#2 | 202206 300-20700-10200 | FY22 SER21 FR#20 | * | 309,888.99 | |
| | | | | BLUE OX ENTERPRISES LLC | | | 309,888.99 000123 |
| 6/30/22 | 00024 | 6/15/22 2133658 | 202205 310-51300-31100 | ENGINEER SERVICES-MAY 22 | * | 47.50 | |
| | | 6/15/22 2133659 | 202205 310-51300-31100 | STORMWATER NEEDS ANALYSIS | * | 2,292.50 | |
| | | | | DEWBERRY ENGINEERS INC. | | | 2,340.00 000124 |
| 7/08/22 | 00025 | 6/22/22 00071428 | 202206 300-20700-10200 | FY22 SER21 FR#21 | * | 58,062.20 | |
| | | | | DANIELLE FENCE MFG, CO,. INC. | | | 58,062.20 000125 |
| | | | | E547 EAST 547 CDD IARAUJO | | | |

| CHECK DATE | VEND# |INVOICE..... DATE INVOICE | ...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS | VENDOR NAME | STATUS | AMOUNT |CHECK.... AMOUNT # |
|---------------|-------|-----------------------------------|---|------------------------------------|--------|------------|---------------------------|
| 7/15/22 | 00022 | 6/30/22 | PAYAPP#6 202207 300-20700-10200 FY22 SER21 FR#22 | | * | 22,028.62 | |
| | | | | OVIDA CONSTRUCTION GROUP INC | | | 22,028.62 000126 |
| 7/29/22 | 00030 | 7/12/22 | 7122022 202207 300-20700-10200 FY22 SER21 FR#24 | | * | 30,072.90 | |
| | | | | DEVSPSPECIALISTS, INC | | | 30,072.90 000127 |
| 7/29/22 | 00028 | 6/21/22 | 17437 202207 300-20700-10200 FY22 SER21 FR#25 | | * | 2,960.00 | |
| | | 7/14/22 | 17602 202207 300-20700-10200 FY22 SER21 FR#25 | | * | 148,014.50 | |
| | | | | ERIC'S LAND MANAGEMENT, LLC | | | 150,974.50 000128 |
| 7/29/22 | 00029 | 6/30/22 | 4188 202207 300-20700-10200 FY22 SER21 FR#23 | | * | 1,000.00 | |
| | | | | TRACEAIR TECHNOLOGIES, INC | | | 1,000.00 000129 |
| 8/12/22 | 00032 | 7/26/22 | 218502 202208 300-20700-10200 FY22 SER21 FR#26 | | * | 2,200.00 | |
| | | | | HORNER ENVIRONMENTAL PROFESSIONALS | | | 2,200.00 000130 |
| 8/12/22 | 00022 | 7/31/22 | PAYAPP#7 202208 300-20700-10200 FY22 SER21 FR#27 | | * | 77,492.93 | |
| | | 7/31/22 | PAYAPP#7 202208 300-20700-10200 FY22 SER21 FR#27 | | V | 77,492.93- | |
| | | | | OVIDA CONSTRUCTION GROUP INC | | | .00 000131 |
| 8/24/22 | 00012 | 7/14/22 | BW071420 202207 310-51300-11000 SUPERVISOR FEES 07/14/22 | | * | 200.00 | |
| | | | | BRIAN WALSH | | | 200.00 000132 |
| 8/24/22 | 00024 | 7/15/22 | 2147551 202206 310-51300-31100 STORMWATER NEEDS ANALYSIS | | * | 930.00 | |
| | | | | DEWBERRY ENGINEERS INC. | | | 930.00 000133 |
| 8/24/22 | 00011 | 7/14/22 | GP071420 202207 310-51300-11000 SUPERVISOR FEES 07/14/22 | | * | 200.00 | |
| | | | | GARRET PARKINSON | | | 200.00 000134 |
| 8/24/22 | 00001 | 7/01/22 | 34 202207 310-51300-34000 MANAGEMENT FEES - JUL 22 | | * | 2,916.67 | |
| | | 7/01/22 | 34 202207 310-51300-35200 WEBSITE MANAGEMENT-JUL 22 | | * | 100.00 | |
| | | 7/01/22 | 34 202207 310-51300-35100 INFORMATION TECH - JUL 22 | | * | 150.00 | |

| CHECK DATE | VEND# |INVOICE..... DATE INVOICE | ...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS | VENDOR NAME | STATUS | AMOUNT |CHECK..... AMOUNT # |
|---------------|-------|-----------------------------------|--|----------------------------------|--------|----------|-----------------------------|
| | | 7/01/22 34 | 202207 310-51300-31300 | | * | 416.67 | |
| | | | DISSEMINATION SVCS-JUL 22 | | | | |
| | | 7/01/22 34 | 202207 310-51300-51000 | | * | .12 | |
| | | | OFFICE SUPPLIES | | | | |
| | | 7/01/22 34 | 202207 310-51300-42000 | | * | 2.12 | |
| | | | POSTAGE | | | | |
| | | 8/01/22 35 | 202208 310-51300-34000 | | * | 2,916.67 | |
| | | | MANAGEMENT FEES - AUG 22 | | | | |
| | | 8/01/22 35 | 202208 310-51300-35200 | | * | 100.00 | |
| | | | WEBSITE MANAGEMENT-AUG 22 | | | | |
| | | 8/01/22 35 | 202208 310-51300-35100 | | * | 150.00 | |
| | | | INFORMATION TECH - AUG 22 | | | | |
| | | 8/01/22 35 | 202208 310-51300-31300 | | * | 416.67 | |
| | | | DISSEMINATION SVCS-AUG 22 | | | | |
| | | 8/01/22 35 | 202208 310-51300-51000 | | * | 2.56 | |
| | | | OFFICE SUPPLIES | | | | |
| | | 8/01/22 35 | 202208 310-51300-51000 | | * | 29.58 | |
| | | | POSTAGE | | | | |
| | | 8/01/22 35 | 202208 310-51300-42000 | | * | .90 | |
| | | | COPIES | | | | |
| | | | | GOVERNMENTAL MANAGEMENT SERVICES | | | 7,201.96 000135 |
| 8/24/22 00026 | | 6/01/22 22657 | 202206 310-51300-32200 | | * | 4,200.00 | |
| | | | AUDIT FYE 09/30/2021 | | | | |
| | | | | GRAU AND ASSOCIATES | | | 4,200.00 000136 |
| 8/24/22 00013 | | 7/14/22 JS071420 | 202207 310-51300-11000 | | * | 200.00 | |
| | | | SUPERVISOR FEES 07/14/22 | | | | |
| | | | | JEFFREY T SHENEFIELD | | | 200.00 000137 |
| 8/24/22 00019 | | 7/07/22 3111 | 202206 310-51300-31500 | | * | 555.00 | |
| | | | GENERAL COUNSEL - JUN 22 | | | | |
| | | 8/16/22 3873 | 202207 310-51300-31500 | | * | 936.66 | |
| | | | GENERAL COUNSEL - JUL 22 | | | | |
| | | | | KE LAW GROUP, PLLC | | | 1,491.66 000138 |
| 8/24/22 00017 | | 6/30/22 00046953 | 202206 310-51300-48000 | | * | 2,072.72 | |
| | | | NOT MTG FY23 BUDGET ADOPT | | | | |
| | | 6/30/22 00046953 | 202206 310-51300-48000 | | * | 354.46 | |
| | | | NOT MTG FY23 BUDGET ADOPT | | | | |
| | | | | CA FLORIDA HOLDINGS, LLC | | | 2,427.18 000139 |
| 8/24/22 00016 | | 7/14/22 MA071420 | 202207 310-51300-11000 | | * | 200.00 | |
| | | | SUPERVISOR FEES 07/14/22 | | | | |
| | | | | MILTON ANDRADE | | | 200.00 000140 |
| | | | | | | | |
| | | | | E547 EAST 547 CDD IARAUJO | | | |

SECTION 2

East 547
Community Development District

Unaudited Financial Reporting
September 30, 2022



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East 547
Community Development District
Combined Balance Sheet
September 30, 2022

| | <i>General Fund</i> | <i>Debt Service Fund</i> | <i>Capital Projects Fund</i> | <i>Totals Governmental Funds</i> |
|---|-------------------------|------------------------------|----------------------------------|--------------------------------------|
| Assets: | | | | |
| Cash | \$ 16,935 | \$ - | \$ - | \$ 16,935 |
| Due From Developer | \$ - | \$ - | \$ 172,671 | \$ 172,671 |
| Prepaid Expenses | \$ 15,698 | \$ - | \$ - | \$ 15,698 |
| <u>Series 2021</u> | | | | |
| Reserve | \$ - | \$ 163,044 | \$ - | \$ 163,044 |
| Revenue | \$ - | \$ 102,036 | \$ - | \$ 102,036 |
| Construction | \$ - | \$ - | \$ 1 | \$ 1 |
| Total Assets | \$ 32,633 | \$ 265,080 | \$ 172,672 | \$ 470,385 |
| Liabilities: | | | | |
| Accounts Payable | \$ 26,767 | \$ - | \$ 172,671 | \$ 199,438 |
| Retainage Payable | \$ - | \$ - | \$ 40,885 | \$ 40,885 |
| Total Liabilities | \$ 26,767 | \$ - | \$ 213,556 | \$ 240,323 |
| Fund Balances: | | | | |
| Restricted for: | | | | |
| Debt Service 2020 | \$ - | \$ 265,080 | \$ - | \$ 265,080 |
| Capital Projects 2020 | \$ - | \$ - | \$ (40,884) | \$ (40,884) |
| Unassigned | \$ (9,832) | \$ - | \$ - | \$ (9,832) |
| Total Fund Balances | \$ 5,866 | \$ 265,080 | \$ (40,884) | \$ 230,061 |
| Total Liabilities & Fund Balance | \$ 32,633 | \$ 265,080 | \$ 172,672 | \$ 470,385 |

East 547
Community Development District
General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending September 30, 2022

| | Adopted | Prorated Budget | Actual | |
|---|-------------------|-------------------|------------------|---------------------|
| | Budget | Thru 09/30/22 | Thru 09/30/22 | Variance |
| <u>Revenues</u> | | | | |
| Developer Contributions | \$ 271,042 | \$ 271,042 | \$ 96,537 | \$ (174,505) |
| Total Revenues | \$ 271,042 | \$ 271,042 | \$ 96,537 | \$ (174,505) |
| <u>Expenditures:</u> | | | | |
| <u>General & Administrative:</u> | | | | |
| Supervisor Fees | \$ 12,000 | \$ 12,000 | \$ 3,800 | \$ 8,200 |
| Engineering Fees | \$ 15,000 | \$ 15,000 | \$ 3,858 | \$ 11,143 |
| Assessment Administration | \$ 5,000 | \$ 5,000 | \$ 5,000 | \$ - |
| Arbitrage Fees | \$ 1,000 | \$ 1,000 | \$ - | \$ 1,000 |
| Dissemination Fees | \$ 5,000 | \$ 5,000 | \$ 5,000 | \$ (0) |
| Attorney Fees | \$ 25,000 | \$ 25,000 | \$ 8,111 | \$ 16,889 |
| Annual Audit | \$ 5,000 | \$ 5,000 | \$ 4,200 | \$ 800 |
| Management Fees | \$ 35,000 | \$ 35,000 | \$ 35,000 | \$ (0) |
| Information Technology | \$ 1,800 | \$ 1,800 | \$ 1,800 | \$ - |
| Website Maintenance | \$ 1,200 | \$ 1,200 | \$ 1,200 | \$ - |
| Trustee Fees | \$ 5,000 | \$ 5,000 | \$ - | \$ 5,000 |
| Telephone | \$ 300 | \$ 300 | \$ - | \$ 300 |
| Postage | \$ 600 | \$ 600 | \$ 237 | \$ 363 |
| Insurance | \$ 5,500 | \$ 5,500 | \$ 5,175 | \$ 325 |
| Printing & Binding | \$ 1,000 | \$ 1,000 | \$ 21 | \$ 979 |
| Legal Advertising | \$ 10,000 | \$ 10,000 | \$ 4,334 | \$ 5,666 |
| Contingency | \$ 5,000 | \$ 5,000 | \$ 488 | \$ 4,512 |
| Office Supplies | \$ 500 | \$ 500 | \$ 46 | \$ 454 |
| Travel Per Diem | \$ 660 | \$ 660 | \$ - | \$ 660 |
| Dues, Licenses & Subscriptions | \$ 175 | \$ 175 | \$ 175 | \$ - |
| Total General & Administrative: | \$ 134,735 | \$ 134,735 | \$ 78,446 | \$ 56,289 |

East 547
Community Development District
General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending September 30, 2022

| | Adopted | Prorated Budget | Actual | |
|---------------------------------------|-------------------|-------------------|------------------|-------------------|
| | Budget | Thru 09/30/22 | Thru 09/30/22 | Variance |
| <u>Operations & Maintenance</u> | | | | |
| Field Expenses | | | | |
| Property Insurance | \$ 5,000 | \$ 5,000 | \$ - | \$ 5,000 |
| Field Management | \$ 15,000 | \$ 15,000 | \$ - | \$ 15,000 |
| Landscape Maintenance | \$ 30,733 | \$ 30,733 | \$ 17,400 | \$ 13,333 |
| Landscape Replacement | \$ 5,000 | \$ 5,000 | \$ - | \$ 5,000 |
| Lake Maintenance | \$ 11,000 | \$ 11,000 | \$ - | \$ 11,000 |
| Streetlights | \$ 7,000 | \$ 7,000 | \$ - | \$ 7,000 |
| Electric | \$ 5,000 | \$ 5,000 | \$ - | \$ 5,000 |
| Water & Sewer | \$ 5,000 | \$ 5,000 | \$ - | \$ 5,000 |
| Sidewalk & Asphalt Maintenance | \$ 2,500 | \$ 2,500 | \$ - | \$ 2,500 |
| Irrigation Repairs | \$ 5,000 | \$ 5,000 | \$ - | \$ 5,000 |
| General Repairs & Maintenance | \$ 5,000 | \$ 5,000 | \$ - | \$ 5,000 |
| Contingency | \$ 5,500 | \$ 5,500 | \$ - | \$ 5,500 |
| Subtotal Field Expenses | \$ 101,733 | \$ 101,733 | \$ 17,400 | \$ 84,333 |
| Amenity Expenses | | | | |
| Amenity - Electric | \$ 4,800 | \$ 4,800 | \$ - | \$ 4,800 |
| Amenity - Water | \$ 1,667 | \$ 1,667 | \$ - | \$ 1,667 |
| Amenity Insurance | \$ 5,000 | \$ 5,000 | \$ - | \$ 5,000 |
| Playground Lease | \$ 4,667 | \$ 4,667 | \$ - | \$ 4,667 |
| Internet | \$ 1,000 | \$ 1,000 | \$ - | \$ 1,000 |
| Pest Control | \$ 240 | \$ 240 | \$ - | \$ 240 |
| Janitorial Services | \$ 1,800 | \$ 1,800 | \$ - | \$ 1,800 |
| Security Services | \$ 5,000 | \$ 5,000 | \$ - | \$ 5,000 |
| Pool Maintenance | \$ 5,400 | \$ 5,400 | \$ - | \$ 5,400 |
| Amenity Access Management | \$ 1,667 | \$ 1,667 | \$ - | \$ 1,667 |
| Amenity Repairs & Maintenance | \$ 1,667 | \$ 1,667 | \$ - | \$ 1,667 |
| Contingency | \$ 1,667 | \$ 1,667 | \$ - | \$ 1,667 |
| Subtotal Amenity Expenses | \$ 34,573 | \$ 34,573 | \$ - | \$ 34,573 |
| Total Expenditures | \$ 271,042 | \$ 271,042 | \$ 95,846 | \$ 175,196 |
| Excess Revenues (Expenditures) | \$ 0 | | \$ 691 | |
| Fund Balance - Beginning | \$ - | | \$ 5,175 | |
| Fund Balance - Ending | \$ 0 | | \$ 5,866 | |

East 547

Community Development District

Debt Service Fund - Series 2021

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending September 30, 2022

| | Adopted | Prorated Budget | Actual | |
|---------------------------------------|-------------------|-------------------|-------------------|-------------------|
| | Budget | Thru 09/30/22 | Thru 09/30/22 | Variance |
| Revenues: | | | | |
| Assessments - Direct | \$ 326,088 | \$ 326,088 | \$ 323,775 | \$ (2,313) |
| Interest | \$ - | \$ - | \$ 895 | \$ 895 |
| Total Revenues | \$ 326,088 | \$ 326,088 | \$ 324,670 | \$ (1,418) |
| Expenditures: | | | | |
| Interest Expense 11/01 | \$ 77,548 | \$ 77,548 | \$ 77,548 | \$ - |
| Principal Expense 05/01 | \$ 120,000 | \$ 120,000 | \$ 120,000 | \$ - |
| Interest Expense 05/01 | \$ 102,638 | \$ 102,638 | \$ 102,638 | \$ - |
| Total Expenditures | \$ 300,186 | \$ 300,186 | \$ 300,186 | \$ - |
| Excess Revenues (Expenditures) | \$ 25,902 | | \$ 24,484 | |
| Fund Balance - Beginning | \$ 77,548 | | \$ 240,595 | |
| Fund Balance - Ending | \$ 103,450 | | \$ 265,080 | |

East 547

Community Development District

Capital Projects Fund - Series 2021

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending September 30, 2022

| | Adopted | Prorated Budget | Actual | |
|---------------------------------------|-------------|-----------------|-----------------------|-----------------------|
| | Budget | Thru 09/30/22 | Thru 09/30/22 | Variance |
| Revenues: | | | | |
| Developer Contributions | \$ - | \$ - | \$ 2,814,037 | \$ 2,814,037 |
| Interest | \$ - | \$ - | \$ 29 | \$ 29 |
| Total Revenues | \$ - | \$ - | \$ 2,814,066 | \$ 2,814,066 |
| Expenditures: | | | | |
| Capital Outlay | \$ - | \$ - | \$ 4,219,345 | \$ (4,219,345) |
| Total Expenditures | \$ - | \$ - | \$ 4,219,345 | \$ (4,219,345) |
| Excess Revenues (Expenditures) | \$ - | | \$ (1,405,279) | |
| Fund Balance - Beginning | \$ - | | \$ 1,364,395 | |
| Fund Balance - Ending | \$ - | | \$ (40,884) | |

East 547
Community Development District
Month to Month

| | Oct | Nov | Dec | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Total |
|--|-------------------|------------------|-------------------|------------------|-------------------|-------------------|-------------------|-------------------|--------------------|------------------|-------------------|--------------------|---------------|
| Revenues | | | | | | | | | | | | | |
| Developer Contributions | \$ 11,537 | \$ 25,000 | \$ - | \$ 25,000 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 35,000 | \$ - | \$ - | 96,537 |
| Total Revenues | \$ 11,537 | \$ 25,000 | \$ - | \$ 25,000 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 35,000 | \$ - | \$ - | 96,537 |
| Expenditures: | | | | | | | | | | | | | |
| General & Administrative: | | | | | | | | | | | | | |
| Supervisor Fees | \$ 800 | \$ - | \$ 600 | \$ 800 | \$ - | \$ - | \$ 800 | \$ - | \$ - | \$ 800 | \$ - | \$ - | 3,800 |
| Engineering | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 2,340 | \$ 930 | \$ 588 | \$ - | \$ - | 3,858 |
| Assessment Administration | \$ 5,000 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | 5,000 |
| Arbitrage Fees | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | - |
| Dissemination Fees | \$ 417 | \$ 417 | \$ 417 | \$ 417 | \$ 417 | \$ 417 | \$ 417 | \$ 417 | \$ 417 | \$ 417 | \$ 417 | \$ 417 | 5,000 |
| Attorney Fees | \$ 229 | \$ 665 | \$ 897 | \$ 2,034 | \$ 279 | \$ 121 | \$ 1,319 | \$ 324 | \$ 555 | \$ 937 | \$ 38 | \$ 715 | 8,111 |
| Annual Audit | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 4,200 | \$ - | \$ - | \$ - | 4,200 |
| Management Fees | \$ 2,917 | \$ 2,917 | \$ 2,917 | \$ 2,917 | \$ 2,917 | \$ 2,917 | \$ 2,917 | \$ 2,917 | \$ 2,917 | \$ 2,917 | \$ 2,917 | \$ 2,917 | 35,000 |
| Information Technology | \$ 150 | \$ 150 | \$ 150 | \$ 150 | \$ 150 | \$ 150 | \$ 150 | \$ 150 | \$ 150 | \$ 150 | \$ 150 | \$ 150 | 1,800 |
| Website Maintenance | \$ 100 | \$ 100 | \$ 100 | \$ 100 | \$ 100 | \$ 100 | \$ 100 | \$ 100 | \$ 100 | \$ 100 | \$ 100 | \$ 100 | 1,200 |
| Trustee Fees | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | - |
| Telephone | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | - |
| Postage | \$ 5 | \$ - | \$ 1 | \$ 32 | \$ 24 | \$ 58 | \$ 22 | \$ 25 | \$ 25 | \$ 2 | \$ 1 | \$ 43 | 237 |
| Insurance | \$ 5,175 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | 5,175 |
| Printing & Binding | \$ 9 | \$ 2 | \$ - | \$ 1 | \$ 1 | \$ - | \$ - | \$ 9 | \$ - | \$ - | \$ - | \$ - | 21 |
| Legal Advertising | \$ 968 | \$ 302 | \$ - | \$ - | \$ 307 | \$ - | \$ - | \$ - | \$ 2,427 | \$ - | \$ - | \$ 331 | 4,334 |
| Contingency | \$ 30 | \$ 40 | \$ 43 | \$ 38 | \$ 39 | \$ 31 | \$ 39 | \$ 39 | \$ 38 | \$ 39 | \$ 39 | \$ 74 | 488 |
| Office Supplies | \$ 3 | \$ 3 | \$ 0 | \$ 3 | \$ 3 | \$ 0 | \$ 0 | \$ 3 | \$ 0 | \$ 0 | \$ 32 | \$ 0 | 46 |
| Travel Per Diem | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | - |
| Dues, Licenses & Subscriptions | \$ 175 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | 175 |
| Total General & Administrative: | \$ 15,977 | \$ 4,595 | \$ 5,124 | \$ 6,490 | \$ 4,235 | \$ 3,793 | \$ 5,763 | \$ 6,323 | \$ 11,760 | \$ 5,948 | \$ 3,693 | \$ 4,746 | 78,446 |
| Operations & Maintenance | | | | | | | | | | | | | |
| Field Expenses | | | | | | | | | | | | | |
| Property Insurance | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | - |
| Field Management | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | - |
| Landscape Maintenance | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 2,800 | \$ 2,800 | \$ 1,400 | \$ 10,400 | 17,400 |
| Landscape Replacement | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | - |
| Lake Maintenance | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | - |
| Streetlights | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | - |
| Electric | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | - |
| Water & Sewer | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | - |
| Sidewalk & Asphalt Maintenance | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | - |
| Irrigation Repairs | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | - |
| General Repairs & Maintenance | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | - |
| Contingency | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | - |
| Subtotal Field Expenses | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 2,800 | \$ 2,800 | \$ 1,400 | \$ 10,400 | 17,400 |
| Amenity Expenses | | | | | | | | | | | | | |
| Amenity - Electric | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | - |
| Amenity - Water | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | - |
| Amenity Insurance | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | - |
| Playground Lease | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | - |
| Internet | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | - |
| Pest Control | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | - |
| Janitorial Services | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | - |
| Security Services | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | - |
| Pool Maintenance | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | - |
| Amenity Access Management | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | - |
| Amenity Repairs & Maintenance | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | - |
| Contingency | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | - |
| Subtotal Amenity Expenses | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | - |
| Total Expenditures | \$ 15,977 | \$ 4,595 | \$ 5,124 | \$ 6,490 | \$ 4,235 | \$ 3,793 | \$ 5,763 | \$ 6,323 | \$ 14,560 | \$ 8,748 | \$ 5,093 | \$ 15,146 | 95,846 |
| Excess Revenues (Expenditures) | \$ (4,440) | \$ 20,405 | \$ (5,124) | \$ 18,510 | \$ (4,235) | \$ (3,793) | \$ (5,763) | \$ (6,323) | \$ (14,560) | \$ 26,252 | \$ (5,093) | \$ (15,146) | 691 |

East 547

Community Development District Long Term Debt Report

| SERIES 2021, SPECIAL ASSESSMENT REVENUE BONDS | | |
|---|--------------------------------|--------------------|
| INTEREST RATE: | 2.500%, 3.000%, 3.300%, 4.000% | |
| MATURITY DATE: | 5/1/2051 | |
| RESERVE FUND DEFINITION | MAXIMUM ANNUAL DEBT SERVICE | |
| RESERVE FUND REQUIREMENT | \$163,044 | |
| RESERVE FUND BALANCE | \$163,044 | |
| BONDS OUTSTANDING - 06/15/21 | | \$5,875,000 |
| LESS: Principal Payment - 05/01/22 | | (\$120,000) |
| CURRENT BONDS OUTSTANDING | | \$5,755,000 |

East 547
COMMUNITY DEVELOPMENT DISTRICT
Special Assessment Receipts
Fiscal Year 2022

DIRECT BILL ASSESSMENTS

| Clayton Properties Group LLC 2022-01 | | | Net Assessments | \$323,775.00 | |
|---|-------------|-----------------|----------------------|--------------------|----------------------------------|
| Date Received | Due Date | Check Number | Net Assessed | Amount Received | Series 2021 Debt Service Fund |
| 11/15/21 | 11/1/21 | 40351 | \$161,887.50 | \$161,887.50 | \$161,887.50 |
| 1/28/22 | 2/1/22 | 43336 | \$80,943.75 | \$80,943.75 | \$80,943.75 |
| 5/5/22 | 5/1/22 | 46275 | \$80,943.75 | \$80,943.75 | \$80,943.75 |
| | | | \$ 323,775.00 | \$ 323,775 | \$ 323,775 |