East 547 Community Development District

Meeting Agenda

February 9, 2023

AGENDA

East 547 Community Development District

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

February 2, 2023

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, February 9, 2022 at 11:30 AM at the Offices of Highland Homes, 3020 S. Florida Ave., Suite 101, Lakeland, FL 33803.

Zoom Video Join Link: <u>https://us06web.zoom.us/j/84120367868</u> Call-In Information: 1-646-876-9923 Meeting ID: 841 2036 7868

Following is the advance agenda for the meeting:

Board of Supervisors Meeting

- 1. Roll Call
- 2. Public Comment Period (¹Speakers will fill out a card and submit it to the District Manager prior to the beginning of the meeting)
- 3. Approval of Minutes of the November 1, 2022 Landowners' Election and the December 8, 2022 Board of Supervisors Meetings
- 4. Public Hearing
 - A. Public Hearing on the Adoption of Amenity Policies and Rates for the District
 - i. Consideration of Resolution 2023-04 Adopting Amenity Policies and Rates for the District
- 5. Ratification of Contract Agreement with Polk County Property Appraiser
- 6. Ratification of 2023 Data Sharing and Usage Agreement with Polk County Property Appraiser
- 7. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. Field Manager's Report
 - i. Presentation of Amenity Review and Conveyance Report
 - ii. Consideration of Proposals for Amenity Center
 - a) Pool Maintenance Services

¹ Comments will be limited to three (3) minutes

- b) Janitorial Maintenance Services
- c) Pest Control Services
- d) Landscape Maintenance Services (*to be provided under separate cover*)
- e) Security Camera Installation (*to be provided under separate cover*)
- D. District Manager's Report
 - i. Check Register
 - ii. Balance Sheet & Income Statement
- 8. Other Business
- 9. Supervisors Requests and Audience Comments
- 10. Adjournment

MINUTES

MINUTES OF MEETING EAST 547 COMMUNITY DEVELOPMENT DISTRICT

The Landowners' meeting and election of the Board of Supervisors of the East 547 Community Development District was held Thursday, **November 1, 2022** at 11:20 a.m. at the Offices of Highland Homes, 3020 S. Florida Ave., Suite 101, Lakeland, Florida.

Present were:

Tricia Adams	District Manager, GMS/Proxy holder
Grace Kobitter	District Counsel, KE Law

FIRST ORDER OF BUSINESS Determination of Number of Voting Units Represented

Ms. Adams noted that they had determined the number of voting units represented. She noted that they had a proxy form indicating that Clayton Properties Group had 350 voting units.

SECOND ORDER OF BUSINESS Call to Order

Ms. Adams called the meeting to order.

THIRD ORDER OF BUSINESSElection of Chairman for the Purpose of
Conducting the Landowners' Meeting

Ms. Adams was elected as Chairperson to conduct the Landowners' meeting and also served as the proxy holder for Clayton Properties Group.

FOURTH ORDER OF BUSINESS Nominations for the Position of Supervisor

Ms. Adams asked for any nominations for the position of Supervisor. The nominations were Brian Walsh to seat #3, Milton Andrade to seat #4, and Jeffrey Shenefield to seat #5.

FIFTH ORDER OF BUSINESS Casting of Ballots

The ballot was filled out as follows; Brian Walsh with 350 votes, Milton Andrade with 350 votes, and Jeffrey Shenefield with 349 votes.

SIXTH ORDER OF BUSINESS Ballot Tabulation

Ms. Adams noted that Brian Walsh and Milton Andrade will serve four-year terms, and Jeffrey Shenefield will serve a two-year term.

SEVENTH ORDER OF BUSINESS Landowner's Questions and Comments There being none, the next item followed.

EIGHTH ORDER OF BUSINESS Adjournment Ms. Adams adjourned the meeting.

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, **December 8, 2022** at 11:00 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 *by Zoom* Jeff Shenefield Garret Parkinson

Also present were:

Jill Burns Lauren Gentry Rey Malave *via Zoom* Clayton Smith Chairman Vice Chairman Assistant Secretary Assistant Secretary

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

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 and one Board member joined via Zoom.

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 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)

Ms. Burns swore in Mr. Brian Walsh and Mr. Jeffrey Shenefield. She noted that Mr. Milton

Andrade could not be sworn in over Zoom, so they would swear him in at the next meeting.

B. Consideration of Resolution 2023-01 Canvassing and Certifying the Results of the Landowners' Election

Ms. Burns stated that this Landowners' election was held on November 1st and the results were outlined in the resolution. She asked if anyone had any questions. Hearing none,

On MOTION by Mr. Walsh, seconded by Mr. Parkinson, with all in favor, Resolution 2023-01 Canvassing and Certifying the Results of the Landowners' Election, was approved.

C. Election of Officers

D. Consideration of Resolution 2023-02 Electing Officers

Ms. Burns asked for nominations. The Board nominated Milton Andrade to serve as the Chair, Brian Walsh to serve as the Vice Chair, the other three Supervisors would serve as Assistant Secretaries along with George Flint, and Jill Burns would be Secretary.

On MOTION by Mr. Shenefield, seconded by Mr. Parkinson, with all in favor, Resolution 2023-02 Electing Officers as slated above, was approved.

FOURTH ORDER OF BUSINESS

Approval of the Minutes of the April 14, 2022 and July 14, 2022 Board of Supervisors Meetings

Ms. Burns asked for any questions, comments, or corrections to the April 14, 2022 or the

July 14, 2022 Board of Supervisors meeting minutes.

On MOTION by Mr. Walsh, seconded by Mr. Parkinson, with all in favor, the Minutes of the April 14, 2022 and July 14, 2022 Board of Supervisors Meetings, were approved.

FIFTH ORDER OF BUSINESS

Consideration of Resolution 2023-03 Setting a Public Hearing on the Adoption of Amenity Policies and Rates

Ms. Burns suggested setting the public hearing for February 9th at 11:00 a.m., which would be their regularly scheduled February meeting.

On MOTION by Mr. Walsh, seconded by Mr. Shenefield, with all in favor, Resolution 2023-03 Setting a Public Hearing on the Adoption

of Amenity Policies and Rates for February 9, 2023 at 11:00 a.m., was approved.

SIXTH ORDER OF BUSINESS

Consideration of Engagement Letter for Fiscal Year 2022 Audit Services from Grau & Associates

Ms. Burns stated that the Board previously awarded this contract, so this is the renewal for the prior year, and it was not to exceed \$4,200.

On MOTION by Mr. Walsh, seconded by Mr. Shenefield, with all in favor, the Engagement Letter for Fiscal Year 2022 Audit Services from Grau & Associates, was approved.

SEVENTH ORDER OF BUSINESS

Ratification of Landscaping & Irrigation Maintenance Services Agreement Weber Environmental Services, Inc.

Ms. Burns stated that the landscaping went in quicker than they anticipated. She noted that

they worked with Mr. Walsh outside of the meeting to get the contract signed.

On MOTION by Mr. Walsh, seconded by Mr. Shenefield, with all in favor, the Landscaping & Irrigation Maintenance Services Agreement Weber Environmental Services, Inc., was ratified.

EIGHTH ORDER OF BUSINESS

Staff Reports

A. Attorney

Ms. Gentry had nothing further to report.

B. Engineer

Mr. Malave stated that he didn't have any comments unless there were questions.

C. Field Manager's Report

Mr. Smith noted that the post storm review was completed, fence repairs were completed after Hurricane Ian, and the landscaper straightened the leaning perimeter tree. He also noted minor fence damage after Hurricane Nicole. He stated that overall, the maintenance of the landscaping looked good, the grass mowing had been consistent, and the planters had been kept neat and clean. He reviewed the mailbox lighting stating that they wanted to wait until the amenity was further along, but they were noticing that the mailboxes didn't have light around them, and they would likely need some solar lighting in the parking lot. He discussed the irrigation meter noting that the transfer issue was identified. He noted that they were monitoring the progress of the amenity and forecasting for standard completion checklist.

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. Walsh, seconded by Mr. Shenefield, 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.

NINTH ORDER OF BUSINESS

There being none, the next item followed.

TENTH	ORDER	OF	BUSINESS	
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Supervisors Requests and Audience Comments

There being none, the next item followed.

ELEVENTH ORDER OF BUSINESS

Adjournment

Other Business

Ms. Burns adjourned the meeting.

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

Secretary/Assistant Secretary

SECTION IV

SECTION A

SECTION 1

RESOLUTION 2023-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE EAST 547 COMMUNITY DEVELOPMENT DISTRICT ADOPTING AMENITY POLICIES AND RATES INCLUDING SUSPENSION AND TERMINATION POLICIES; PROVIDING A SEVERABILITY CLAUSE; 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*; and

WHEREAS, Chapters 120 and 190, *Florida Statutes*, authorize the District to adopt rules, rates, charges and fees to govern the administration of the District and defray costs of operation and to adopt resolutions as may be necessary for the conduct of District business; and

WHEREAS, the Board of Supervisors ("Board") finds that it is in the best interests of the District to adopt by resolution the Amenity Policies and Rates (together, "Amenity Rules"), attached hereto as **Exhibit A** for immediate use and application; and

WHEREAS, the Board further finds that the imposition of fees for utilization of the recreation facilities and related services is necessary in order to provide for the expenses associated with the operation and maintenance of the recreation facilities and is in the best interests of the District; and

WHEREAS, the Board finds that the fee structure outlined in Exhibit A is just and equitable having been based upon (i) the amount of service furnished; and (ii) other factors affecting the use of the facilities furnished; and

WHEREAS, the Board has complied with applicable Florida law concerning rule development and adoption, including holding the requisite public hearing.

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

SECTION 1. The attached Amenity Rules are hereby adopted pursuant to this resolution as necessary for the conduct of District business. These Amenity Rules shall stay in full force and effect until such time as they are otherwise amended by the Board.

SECTION 2. The fees in **Exhibit A** are just and equitable and have been based upon (i) the amount of service furnished; and (ii) other factors affecting the use of the facilities furnished.

SECTION 3. Fees for use of the District's recreation facilities and services are adopted in accordance with **Exhibit A** for the purpose of providing revenues to maintain the operation and maintenance of the facilities, and are hereby ratified, approved and confirmed.

SECTION 4. If any provision of this resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 5. This resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 9th day of February, 2023.

ATTEST:

EAST 547 COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: Amenity Policies and Rates

EXHIBIT A

EAST 547 COMMUNITY DEVELOPMENT DISTRICT

AMENITY POLICIES AND RATES

ADOPTED – FEBRUARY 9, 2023¹

¹LAW IMPLEMENTED: ss. 190.011, 190.035, FLA. STAT. (2021); In accordance with Chapter 190 of the Florida Statutes, and on February 9, 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.

Table of Contents

DEFINITIONS	1
AMENITIES ACCESS AND USAGE	
GENERAL AMENITY POLICIES	5
SMOKING, DRUGS AND ALCOHOL	7
SERVICE ANIMAL POLICY	7
SWIMMING POOL POLICIES	
DOG PARK POLICIES	
PLAYGROUND POLICIES	
SUSPENSION AND TERMINATION OF PRIVILEGES	
USE AT OWN RISK; INDEMNIFICATION	
SOVEREIGN IMMUNITY	
SEVERABILITY	
AMENDMENTS AND WAIVERS	15

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.
- (1) **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 nonbreakable 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.
 - **ii.** 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 February 9, 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

Туре	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'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 \Box physical presence or \Box 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.

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: <u>amenityaccess@gmscfl.com</u>

OFFICE USE ONLY:			
Date Received	Date Entered in System	Staff Member Signature	
		G 1//	
PRIMARY RESIDENT:		Access Card #	
ADDITIONAL INFORMATIO	DN:		
Di sus Di sus	DI		
Phase Phase	Phase		
New Construction: Re-	Sale: Prior Owner:		
	Sale 11101 Owner		
Rental: Landlord/Owner	pr:		
Lease Term:	Tenant/Renter:		
	· · · · · · · · · · · · · · · · · · ·		

SECTION V

CONTRACT AGREEMENT

This Agreement made and entered into on Tuesday, December 6, 2022 by and between the East 547 Community Development District, a local unit of special purpose government of the State of Florida hereinafter referred to as the 'Special District', and Marsha M. Faux, Polk County Property Appraiser, a Constitutional Officer of the State of Florida, whose address is 255 North Wilson Ave., Bartow, FL 33830, hereinafter referred to as the 'Property Appraiser'.

- 1. Section <u>197.3632</u> Florida Statutes, provides that special assessments of non-ad valorem taxes levied by the Special District may be included in the assessment rolls of the County and collected in conjunction with ad valorem taxes as assessed by the Property Appraiser. Pursuant to that option, the Property Appraiser and the Special District shall enter into an agreement providing for reimbursement to the Property Appraiser of administrative costs, including costs of inception and maintenance, incurred as a result of such inclusion.
- 2. The parties herein agree that, for the 2023 tax year assessment roll, the Property Appraiser will include on the assessment rolls such special assessments as are certified to her by the East 547 Community Development District.
- 3. The term of this Agreement shall commence on January 1, 2023 or the date signed below, whichever is later, and shall run until December 31, 2023, the date of signature by the parties notwithstanding. This Agreement shall not automatically renew.
- 4. The Special District shall meet all relevant requirements of Section <u>197.3632</u> & <u>190.021</u> Florida Statutes.
- 5. The Special District shall furnish the Property Appraiser with up-to-date data concerning its boundaries and proposed assessments, and other information as requested by the Property Appraiser to facilitate in administering the non-ad valorem assessment in question. Specifically, if assessments will be included on the 2023 TRIM Notice, the Special District shall provide proposed assessments no later than Friday, July 14, 2023. The Special District's assessments shall, as far as practicable, be uniform (e.g. one uniform assessment for maintenance, etc.) to facilitate the making of the assessments by the mass data techniques utilized by the Property Appraiser.
- 6. The Special District shall certify to the Property Appraiser the Special District's annual installment and levy **no later than Friday, September 15, 2023**. The Property Appraiser shall, using the information provided by the Special District, place the Special District's non ad-valorem special assessments on properties within the district for inclusion on the 2023 tax roll.
- 7. The Property Appraiser shall be compensated by the Special District for the administrative costs incurred in carrying out this Agreement at the rate of 1% of the amount levied on the TRIM Notice or if the TRIM Notice is not used, the rate shall be 1% of the amount levied on the 2023 tax roll. For the TRIM Notice, the Property Appraiser will require payment on or before Friday, September 15, 2023 for processing within the Property Appraiser budget year (October 1st September 30th).
- 8. If the actual costs of performing the services under this agreement exceed the compensation provided for in Paragraph 7, the amount of compensation shall be the actual costs of performing the services under this agreement.
- 9. If tax roll corrections are requested by the Special District, the Property Appraiser shall be compensated by the Special District for the administrative costs incurred at the rate of \$5.00 for each tax roll correction exceeding ten (10) corrections per tax year.

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

EXECUTED BY: JIL BUNS	
Special District Representative	
Jill Burns	
Print name	
District Manager	1/5/2023
Title	Date

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

lande -

Marsha M. Faux, Property Appraiser

SECTION VI



Marsha M. Faux, CFA, ASA POLK COUNTY PROPERTY APPRAISER 2023 Data Sharing and Usage Agreement

EAST 547 CDD

This Data Sharing and Usage Agreement, hereinafter referred to as "**Agreement**," establishes the terms and conditions under which the **EAST 547 CDD**, hereinafter referred to as "**agency**," can acquire and use Polk County Property Appraiser data that is exempt from Public Records disclosure as defined in <u>FS 119.071</u>.

As of July 1, 2021, the Florida Public Records Exemptions Statute was amended as it relates to the publicly available records maintained by the county property appraiser and tax collector. As a result, exempt (aka confidential) parcels and accounts have been added back to our website and FTP data files. No owner names, mailing addresses, or official records (OR) books and pages of recorded documents related to these parcels/accounts, appear on the Property Appraiser's website or in FTP data files. In addition, the Polk County Property Appraiser's mapping site has been modified to accommodate the statutory change. See Senate Bill 781 for additional information.

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

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

- 1. The **agency** will not release **confidential data** that may reveal identifying information of individuals exempted from Public Records disclosure.
- 2. The **agency** will not present the **confidential data** in the results of data analysis (including maps) in any manner that would reveal personal identifying information of individuals exempted from Public Records disclosure.
- 3. The **agency** shall comply with all state laws and regulations governing the confidentiality and exempt status of personal identifying and location information that is the subject of this Agreement.
- 4. The **agency** shall ensure any employee granted access to **confidential data** is subject to the terms and conditions of this Agreement.
- 5. The **agency** shall ensure any third party granted access to **confidential data** is subject to the terms and conditions of this Agreement. Acceptance of these terms must be provided in writing to the **agency** by the third party before personal identifying information is released.

The term of this Agreement shall commence on January 1, 2023 and shall run until December 31, 2023, the date of signature by the parties notwithstanding. This Agreement shall not automatically renew. A new agreement will be provided annually to ensure all responsible parties are aware of and maintain the terms and conditions of this Data Sharing and Usage Agreement.

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

POLK COUNTY PROPERTY APPRAISER

EAST 547 CDD

Signature:	Marshe Facup	Signature:	Jill Burns
Print:	Marsha M. Faux CFA, ASA	Print:	Jill Burns
Title:	Polk County Property Appraiser	Title:	District Manager
Date:	December 1, 2022	Date:	1/5/2023

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

SECTION VII

SECTION C

East 547 CDD Field Management Report



2/09/2023 Clayton Smith Field Services Manager GMS

Complete

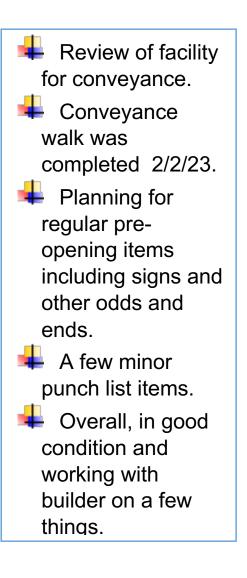
Landscaping

- Landscaper is performing satisfactorily per the scope.
 Grass mowing has been consistent, and planters have been kept neat and clean.
 No major damage from recent freezes.
 - We will monitor for the plants to flush back out.



In Progress

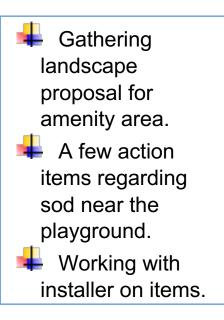
Amenity Review





In Progress

Amenity Landscape - NEW



4



Conclusion

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

Respectfully,

Clayton Smith

SECTION 1



Conveyance Report

18291123465

Reference Number: 20230202-18291123465

Submitter Name: Marshall Tindall (mtindall@gmscfl.com) | mtindall@gmscfl.com

Location: 1564 Fleur Dr, Haines City, FL 33844, USA Feb 2, 2023 3:36:54 PM EST [<u>View Map</u>] Form Name: Conveyance Report Submission Date: Feb 2, 2023 3:36:58 PM EST

NEW PAGE

Conveyance Review

District Site Inspected By East 547 (Geneva Landings) Marshall Tindal - Assistant Field Manager

Issue Details

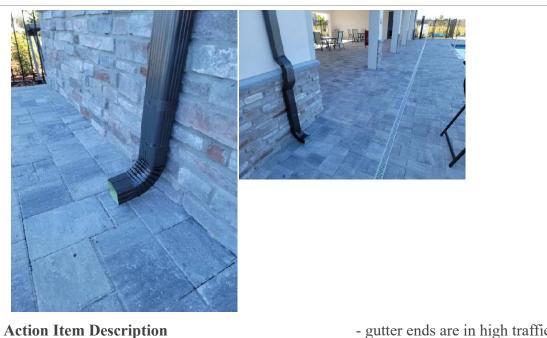
ISSUE DETAILS

Issue Details

Date / Time Action Item Picture Feb 2, 2023 9:59:00 AM EST

1 OF 19

2 OF 19



- gutter ends are in high traffic area by pool. Edges pose a potential safety hazard.

Recommend adding a boot or runbber edging to cover.

ISSUE DETAILS

Issue Details

Date / Time GeoLocation

Action Item Picture

Feb 2, 2023 9:59:00 AM EST

5 Lugano Ct, Davenport, FL 33837, USA latitude: 28.1581652 altitude: -21.7 longitude: -81.6151716 [<u>viewMap</u>]

Action Item Description

- fans are on switchm
- Recommended change to timer knob.

ISSUE DETAILS

Issue Details

Conveyance Report

3 OF 19

Date / Time GeoLocation

Feb 2, 2023 9:59:00 AM EST

1564 Fleur Dr, Haines City, FL 33844, USA latitude: 28.1561398 altitude: -19.679045 longitude: -81.6139013 [<u>viewMap</u>]

Action Item Picture



Action Item Description

- Restroom doors do not have key card readers and locks are not lockable with keys. restrooms are single stall.

- consideration of classroom style lockset and vacancy bolt to allow facility to be secured when needed buy maintain single-stall function/privacy.

ISSUE DETAILS

4 OF 19

Issue Details

Date / Time GeoLocation Feb 2, 2023 9:59:00 AM EST

1564 Fleur Dr, Haines City, FL 33844, USA latitude: 28.1560859 altitude: -21.6 longitude: -81.6138492 [viewMap]

Action Item Picture



Action Item Description

Holly in pool equipment area

- plants intended as a view sceen. proximiy to chemicals may kill some and placement may be be in the way as plants grow.

- consideration to relocate plants somewhere else in the amenity area.

ISSUE DETAILS

5 OF 19

Issue Details

Date / Time GeoLocation Feb 2, 2023 9:59:00 AM EST 5 Lugano Ct, Davenport, FL 33837, USA latitude: 28.1581823 altitude: 16.6 longitude: -81.6151548 [viewMap]

Action Item Picture



Action Item Description

Furniture looks good. Some additional furniture was ordered and will be arriving soon.

ISSUE DETAILS

6 OF 19

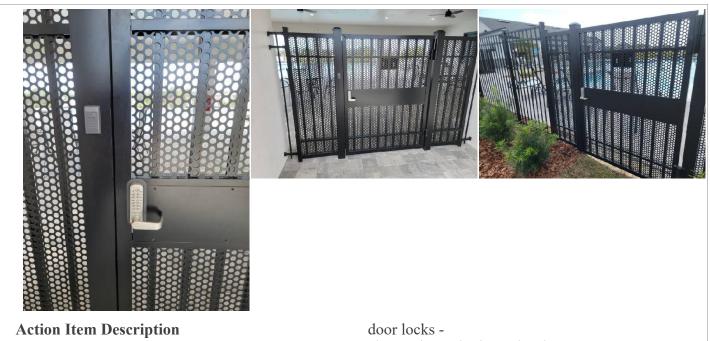
Issue Details

Date / Time GeoLocation

Action Item Picture

Feb 2, 2023 9:59:00 AM EST

407 Bridgeford Crossing Blvd, Davenport, FL 33837, USA latitude: 28.1585005 altitude: 13.312705 longitude: -81.6147307 [<u>viewMap</u>]



electronic reader is card-only. door lock is manual entry (1 code).

- consider best practices for facility. if individual access codes are desired, card reader on gate will need to be changed to one with a pin pad.

7 OF 19

Issue Details

ISSUE DETAILS

Date / Time GeoLocation

Action Item Picture

Action Item Description

Feb 2, 2023 9:59:00 AM EST

1564 Fleur Dr, Haines City, FL 33844, USA latitude: 28.1560857 altitude: 12.37315 longitude: -81.6138498 [<u>viewMap</u>]



Card access finalizing remote access setup. some difficulties arose with frontier during setup. local card system is programable and has been tested.

8 OF 19

ISSUE DETAILS

Issue Details

Date / Time GeoLocation

Action Item Picture

Feb 2, 2023 9:59:00 AM EST

2 Davenport Blvd, Davenport, FL 33837, USA latitude: 28.1574653 altitude: 14.241103 longitude: -81.6108713 [<u>viewMap</u>]



single loop bike rack. - consider changing to larger rack.

ISSUE DETAILS

Action Item Description

9 OF 19

Issue Details

Date / Time GeoLocation Feb 2, 2023 9:59:00 AM EST

1564 Fleur Dr, Haines City, FL 33844, USA latitude: 28.1560701 altitude: 14.110807 longitude: -81.6138454 [<u>viewMap</u>]

Action Item Picture



Optional Sketch Drawing



Playground fence was planned but on hold after firebush hedge was added.

Action Item Description

10 OF 19

- consideration - playground perimeter fences are normally popular with residents. fence however would crowd hedges and make maintenance more difficult.

ISSUE DETAILS

Issue Details

Date / Time GeoLocation Feb 2, 2023 9:59:00 AM EST

1564 Fleur Dr, Haines City, FL 33844, USA latitude: 28.1560858 altitude: 16.835592 longitude: -81.6138485 [<u>viewMap</u>]

Action Item Picture



Action Item Description

sod gap on rear playground corner where irrigation was trenched in. -recommend touch up sod to ensure no issue with slope washout.

ISSUE DETAILS

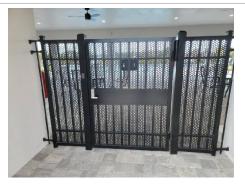
11 OF 19

Issue Details

Date / Time GeoLocation Feb 2, 2023 9:59:00 AM EST

1145 Mountain Flower Ln, Haines City, FL 33844, USA latitude: 28.1564414 altitude: 17.429024 longitude: -81.6137765 [viewMap]

Action Item Picture



Action Item Description

Signage -

add standard amenity signage before opening: no lifeguard, amenity access contacts.

ISSUE DETAILS

12 OF 19

Issue Details

Date / Time GeoLocation

Action Item Picture

Feb 2, 2023 9:59:00 AM EST

5 Lugano Ct, Davenport, FL 33837, USA latitude: 28.1581813 altitude: 14.447815 longitude: -81.6151552 [<u>viewMap</u>]



Action Item Description

Signage - recommend adding playground rules sign.

ISSUE DETAILS

Issue Details

Date / Time GeoLocation Feb 2, 2023 9:59:00 AM EST

1564 Fleur Dr, Haines City, FL 33844, USA latitude: 28.1562315 altitude: 15.499348 longitude: -81.6139215 [<u>viewMap</u>]

13 OF 19

Action Item Picture



plants by pool equipment hurt by recent cold weather. expected to fill in with spring weather.

- recommend to monitor in case they deteriorate

ISSUE DETAILS

Action Item Description

14 OF 19

Issue Details

Date / Time GeoLocation

Action Item Picture

Action Item Description

Feb 2, 2023 9:59:00 AM EST

1564 Fleur Dr, Haines City, FL 33844, USA latitude: 28.1560857 altitude: 15.4 longitude: -81.6138497 [<u>viewMap</u>]



garbage cans - x2 provided. 1 will be at the playground 1 will be in the pool area

- recommend moving the pool garbage can to the rec field area to alleviate trash load. past experience shows that patrons tend to toss their water bottles and similar on the ground. add x2-3 garbage cans to the pool area.

ISSUE DETAILS

15 OF 19

Issue Details Date / Time Feb 2, 2023 9:59:00 AM EST GeoLocation 1151 Mountain Flower Ln, Haines City, FL 33844, USA

Conveyance Report

latitude: 28.1559393 altitude: 15.766574 longitude: -81.6139738 [<u>viewMap</u>]



Action Item Description

Action Item Picture

Rec field

- recommend rules sign / no pets sign at entrance

ISSUE DETAILS

16 OF 19

Issue Details

Date / Time GeoLocation

Feb 2, 2023 9:59:00 AM EST 407 Bridgeford Crossing Blvd, Davenport, FL 33837, USA latitude: 28.1582514 altitude: 15.7 longitude: -81.615087 [<u>viewMap</u>]

Action Item Picture



Action Item Description

mailbox light - in progress

ISSUE DETAILS

Issue Details

Date / Time GeoLocation Feb 2, 2023 9:59:00 AM EST

232 Bridgeford Crossing Blvd, Davenport, FL 33837, USA latitude: 28.1578841 altitude: 14.038284 longitude: -81.6128781 [<u>viewMap</u>]

Action Item Picture

Conveyance Report

PAGE 10 OF 12

17 OF 19





Action Item Description

sod gaps sod is thin and stressed along irrigation trench by sidewalk..

- recommend light touch up to fill in area.

ISSUE DETAILS

18 OF 19

Issue Details

Date / Time GeoLocation Feb 2, 2023 9:59:00 AM EST

1145 Mountain Flower Ln, Haines City, FL 33844, USA latitude: 28.1567424 altitude: 11.437252 longitude: -81.6136717 [<u>viewMap</u>]

Action Item Picture



19 OF 19

Action Item Description

- parking lot
- small oil leak approx 1'x1'. area is soft when key tested.
- recommend monitor & spot patch if needed.

ISSUE DETAILS

Issue Details

Date / Time GeoLocation

Action Item Picture

Feb 2, 2023 9:59:00 AM EST

1145 Mountain Flower Ln, Haines City, FL 33844, USA

latitude: 28.1563944 altitude: 14.927995 longitude: -81.6138047 [<u>viewMap</u>]



note: no chair lift. - advised as not needed and inspections passed.

Action Item Description

SECTION 2

SECTION (a)



Thursday, February 2, 2023

POOL SERVICE QUOTE FOR EAST 547 CDD

Thank you for the opportunity to bid for pool service at East 547 CDD.

Pool service 3 x per week

\$1500 per month

CLERMONT, FL 34711

321-689-6210

Please take into consideration when reviewing other quotes: Included in this price will be the supply and installation of a computer on your pool to add chemicals. The advantage of this is that the pool is being constantly monitored and any change in the chlorine level is corrected instantly by the computer giving you and your residents safer water. Currently you just have a continuous feed of chlorine to the main pool and if lots of people are in the pool the chlorine pumps cannot maintain a steady level of chemicals, only once everybody is out of the pool will the chemicals slowly return to the level they have set the pumps at. The computer removes the guess work from what level to set the chemical pumps at, as you will not know how busy the pool will be from one day to the next by having the computer installed this problem isn't an issue any longer.

POOL CLEANING DUTIES

- Test pool water on each visit and adjust Chlorine and PH levels if required
- ✓ Vacuum or net pool on each visit. Brush walls and floor as required
- ✓ Backwash filters to maintain flow required by the Florida Health Department
- Report any faults in pool equipment to the Engineering and once approved carry out repairs.
- ✓ Clean tile as required.
- ✓ Maintain computers
- ✓ Blow off pool deck
- ✓ Straighten pool furniture
- Pick up trash within pool area

All staff that work for Resort Pool Services are covered by workman's compensation and are all CPO certified. We can perform all repair & replacement needs relating to the pool. We look forward to working with you to provide a clean and safe swimming experience for your residents.

Thank you,

Simon McDonnell **Resort Pool Services Director of Operations -**

SECTION (b)



East 547 CDD (Geneva Landing) Governmental Management Services Marshall Tindall Assistant Field Manager Davenport, Florida 33837

Thank you for giving CSS Clean Star Services of Central Florida, Inc. the opportunity to present a proposal for the cleaning services. After careful consideration of your cleaning service requirements we are pleased to submit our recommendations and pricing.

CSS is a locally owned full Service Janitorial Maintenance Company. We are in our 25th year of operation and we are servicing many accounts throughout Central Florida every day. We specialize in "Class A" cleaning for commercial office buildings, hotels, club houses, stores, restaurants, medical facilities, warehouse spaces, construction sites, and much more.

We use the finest chemicals, and high technology equipment to service janitorial accounts. Our staff is well trained and experienced in their particular line of work. We have at our disposal floor techs 24/7 to accomplish quality services for our customers as needed. We also have our own technician that maintains and repair all our equipment to assure that work is done when required to be done.

Our company's purpose is to create a clean and healthy environment for the people that work in or visit our buildings. Our policy of scheduled quality control inspections by our supervisory staff, combined with immediate response to our customer's needs, provides our clients worry-free service.



OUR MISSION

At CSS, we are committed to exceed our customer's expectations delivering a consistent high-quality service, striving to improve our procedures thru continued feedback with our customers and well-trained staff.

We are convinced that excellence and professionalism is what our customers want from the janitorial vendors, and at CSS we attempt to provide this level of service. By doing so, we will obtain and maintain a high recognition in the Janitorial Industry.

GOAL

100 % Satisfaction

We have attempted to make this proposal as complete as possible; however, if you have any comments or questions, please do not hesitate to contact us.

Thank you again and we look forward to continue to develop a relationship with your company.

Sincerely yours,

Tracy Chacon President CSS <u>tchacon@starcss.com</u> 407-456-9174 Sandro Di Lollo Vice-President CSS sdilollo@starcss.com 407-668-1338



1. RESTROOMS

- Remove all collected trash to designated area.
- Clean and sanitize all restroom fixtures, wipe all counters, partitions and doors, empty trash and damp mop floors with germicidal detergent.
- Clean and disinfect all washbasins, toilet bowls, urinals, etc.
- Polish all metal and clean mirrors.
- Restock toilet tissue and soap provided by CSS Clean Star Services.
- Dust and clean all return air vents, and window edges, on an as needed basis.
- Report any malfunctions to the building manager.

2. CABANA/LENAI/COVERD PATIO AREA

- Remove all cobwebs in cabana area.
- Wipe tables and organize chairs and furniture.
- Spot sweep.
- Spot mop for any spills.
- Clean and polish all drinking fountains.
- Report any malfunctions to the building manager.

PRICING FOR SERVICES:

- Janitorial services three (3) times a week → \$ 500.00/mo
- Remove and dispose Trash and Dog Stations twice a week
 → \$ 50.00/mo per station
- Mail trash removal three 3 times a week → \$ 100.00/mo per station
- Dispenser bags, as needed,
 200 bags per box
 → \$ 10.00/box

Supplies, chemicals, and equipment will be provided by CSS Clean Star Services.

Products used to Disinfect for the Covid19, are CDC certified and approved.



CLEANING CONTRACT AGREEMENT:

The undersigned hereby accepts the proposal of CSS Clean Star Services of Central Florida, Inc. upon the following terms:

- 1. CSS Clean Star Services of Central Florida, Inc. service charge will be the amount mentioned on the pricing page plus tax per month. Payment should be payable to "CSS Clean Star Services of Central Florida, Inc." and mailed to 11121 Camden Park Drive, Windermere, Florida 34786
- 2. A finance fee of 1.5% will apply if payments are received after the due date shown on the monthly invoice
- 3. CSS Clean Star Services of Central Florida, Inc. will provide all services and supplies specified in the attached work schedule.
- In the event that the Customer needs to be in contact with CSS Clean Star Services of Central Florida, Inc. These are the different ways of contact phones: 877-CSS-2350 Email: <u>sdilollo@starcss.com</u> mail: 11121 Camden Park Dr. Windermere, Florida 34786
- 5. If the customer wants to cancel or amend the contract the customer shall give 30 day notification, in writing to CSS Clean Star Services of Central Florida, Inc. to change or terminate services. (Failure to this clause will have a charge for the full month price even if the service it's not performed).
- 6. Other services performed upon request:
- 7. Start Date:

IN WITNESS WHEREOF, the parts have duly executed and sealed this agreement as of the day and year first above written

Printed Name REPRESENTATIVE OF OWNER East 582 CDD Printed Name CONTRACTOR CSS Clean Star Services of Central Florida Inc.

By:

Ву: _____

Date: _____

Date: _____

SECTION (C)

mail Address: customercare@masseys	PESTE	PREVEN	TION AGREI	EMENT PF	PP NO
bite: MasseyServices.com hone: 1-888-2MASSEY (262-7739)	services.com				
	adiaga)		()		
ast 547 CDD (Geneva Lar rst Name		Name	Cell Phone		E-mail Address
145 Mountain Flower Ln				1	
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Service Center	Phone # ()	Houte #	Griu #	Service Day
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MS-103 (09/14)

SERVICE CENTER COPY

SECTION (d)

Item will be provided under separate cover.

SECTION (e)

Item will be provided under separate cover.

SECTION D

SECTION 1

East 547 Community Development District

Summary of Checks

October 01, 2022 through December 31, 2022

	Check No.'s		Amount
10/7/22	149-150	\$	6,695.00
10/20/22	151	\$	172,670.71
10/21/22	152-156	\$	7,905.51
10/27/22	157-161	\$	25,266.52
11/1/22	162-163	\$	68,139.00
11/16/22	164	\$	912.58
11/18/22	165-167	\$	11,013.76
11/29/22	169	\$	1,500.00
12/1/22	170	\$	159,143.58
		\$	453,246.66
	10/20/22 10/21/22 10/27/22 11/1/22 11/16/22 11/18/22 11/29/22	10/20/2215110/21/22152-15610/27/22157-16111/1/22162-16311/16/2216411/18/22165-16711/29/22169	10/20/22 151 \$ 10/21/22 152-156 \$ 10/27/22 157-161 \$ 11/1/22 162-163 \$ 11/16/22 164 \$ 11/18/22 165-167 \$ 11/29/22 169 \$ 12/1/22 170 \$

AP300R YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER *** CHECK DATES 10/01/2022 - 12/31/2022 *** EAST 547-GENERAL FUND BANK A GENERAL FUND	RUN 2/02/23	PAGE 1
CHECK VEND#INVOICEEXPENSED TO VENDOR NAME STATUS DATE DATE INVOICE YRMO DPT ACCT# SUB SUBCLASS	AMOUNT	CHECK AMOUNT #
10/07/22 00004 9/12/22 16852 202209 300-15500-10000 * FY23 INSURANCE POLICY	6,657.00	
FI23 INSURANCE POLICI EGIS INSURANCE ADVISORS, LLC		6,657.00 000149
10/07/22 00019 9/09/22 3982 202208 310-51300-31500 * GENERAL COUNSEL - AUG 22	38.00	
GENERAL COUNSEL - AUG 22 KE LAW GROUP, PLLC		38.00 000150
10/20/22 00022 9/30/22 PAYAPP#9 202210 300-20700-10200 * FY22 SER21 FR#32	172,670.71	
OVIDA CONSTRUCTION GROUP INC		172,670.71 000151
10/21/22 00009 10/03/22 87405 202210 310-51300-54000 * SPECIAL DISTRICT FEE FY23	175.00	
DEPARMENT OF ECONOMIC OPPORTUNITY		175.00 000152
10/21/22 00017 9/30/22 00049242 202209 310-51300-48000 * NOT OF MEETING DATES FY23	330.51	
CA FLORIDA HOLDINGS, LLC		330.51 000153
10/21/22 00027 9/12/22 6882 202209 320-53800-46200 * ONE TIME MOWING-09/12/22	1,400.00	
PRINCE & SONS, INC.		1,400.00 000154
10/21/22 00035 9/19/22 68133 202209 320-53800-46200 * GENERAL CLEANUP-ONE TIME	3,000.00	
WEBER ENVIRONMENTAL SERVICES, INC.		3,000.00 000155
10/21/22 00035 9/23/22 68142 202209 320-53800-46200 * GENERAL CLEAN UP-ONE TIME	3,000.00	
WEBER ENVIRONMENTAL SERVICES, INC.		3,000.00 000156
10/27/22 99999 10/27/22 VOID 202210 000-00000 C	.00	
VOID CHECK *****INVALID VENDOR NUMBER*****		.00 000157
10/27/22 00001 9/01/22 36 202209 310-51300-34000 * MANAGEMENT FEES - SEP 22		
9/01/22 36 202209 310-51300-35200 * WEBSITE MANAGEMENT-SEP 22	100.00	
9/01/22 36 202209 310-51300-35100 * INFORMATION TECH - SEP 22	150.00	
9/01/22 36 202209 310-51300-31300 * DISSEMINATION SVCS-SEP 22	416.67	
9/01/22 36 202209 310-51300-51000 * OFFICE SUPPLIES	.48	

E547 EAST 547 CDD IARAUJO

AP300R YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 2/02/23 PAGE 2
*** CHECK DATES 10/01/2022 - 12/31/2022 *** EAST 547-GENERAL FUND
BANK A GENERAL FUND

CHECK VEND# DATE	INVOICEEXPENSED TO VENDOR NAME DATE INVOICE YRMO DPT ACCT# SUB SUBCLASS	STATUS	AMOUNT	CHECK AMOUNT #
	9/01/22 36 202209 310-51300-42000 POSTAGE	*	42.76	
	9/15/22 37 202209 300-15500-10000 ASSESSMENT ROLL CERT-FY23	*	5,000.00	
	10/01/22 38 202210 310-51300-34000	*	3,004.17	
	MANAGEMENT FEES - OCT 22 10/01/22 38 202210 310-51300-35200	*	100.00	
	WEBSITE MANAGEMENT-OCT 22 10/01/22 38 202210 310-51300-35100	*	150.00	
	INFORMATION TECH - OCT 22 10/01/22 38 202210 310-51300-31300	*	416.67	
	DISSEMINATION SVCS-OCT 22 10/01/22 38 202210 330-57200-48300	*	416.67	
	AMENITY ACCESS - OCT 22 10/01/22 38 202210 310-51300-51000	*	.03	
	OFFICE SUPPLIES 10/01/22 38 202210 310-51300-42000	*	22.20	
	POSTAGE 10/01/22 39 202210 320-53800-34000	*	625.00	
	FIELD MANAGEMENT - OCT 22 GOVERNMENTAL MANAGEMENT SERVICES			13,361.32 000158
10/27/22 00019	10/04/22 4234 202209 310-51300-31500	*	715.00	
	GENERAL COUNSEL - SEP 22 KE LAW GROUP, PLLC 10/11/22 4651976 202210 300-15500-10000			715.00 000159
10/27/22 00034	10/11/22 4651976 202210 300-15500-10000	* *	3,506.33	
	PROPERTY APPRAISER FEE 10/11/22 4651977 202210 300-15500-10000	*	1,683.87	
	PROPERTY APPRAISER FEE POLK COUNTY PROPERTY APPRAISER			5,190.20 000160
10/27/22 00035	10/03/22 68248 202209 320-53800-46200	* *	3,000.00	
	GENERAL CLEANUP-ONE TIME 10/14/22 68315 202210 320-53800-46200	*	3,000.00	
	GENERAL CLEAN UP-ONE TIME WEBER ENVIRONMENTAL SERVICES, INC.			6,000.00 000161
11/01/22 00025	10/07/22 00072184 202210 300-20700-10200	* *	68,139.00	
	SER21 FR#33 DANIELLE FENCE MFG, CO,. INC.			68,139.00 000162
11/01/22 00029	9/30/22 5023 202210 300-20700-10200	*	1,500.00	
	SER21 FR#33 9/30/22 5023202210 300-20700-10200	V	1,500.00-	
	SER21 FR#33 TRACEAIR TECHNOLOGIES, INC			.00 000163

E547 EAST 547 CDD IARAUJO

AP300R YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER *** CHECK DATES 10/01/2022 - 12/31/2022 *** EAST 547-GENERAL FUND BANK A GENERAL FUND	CHECK REGISTER	RUN 2/02/23	PAGE 3
CHECK VEND#INVOICEEXPENSED TO VENDOR NAME DATE DATE INVOICE YRMO DPT ACCT# SUB SUBCLASS	STATUS	AMOUNT	CHECK AMOUNT #
11/16/22 00017 10/31/22 00050144 202210 310-51300-48000 NOT LANDOWNERS ELECT MTG	*	912.58	
CA FLORIDA HOLDINGS, LLC			912.58 000164
11/18/22 00001 11/01/22 41 202211 310-51300-34000 MANAGEMENT FEES - NOV 22	*	3,004.17	
11/01/22 41 202211 310-51300-35200	*	100.00	
WEBSITE MANAGEMENT-NOV 22 11/01/22 41 202211 310-51300-35100 INFORMATION TECH - NOV 22	*	150.00	
11/01/22 41 202211 310-51300-31300	*	416.67	
DISSEMINATION SVCS-NOV 22 11/01/22 41 202211 330-57200-48300	*	416.67	
AMENITY ACCESS - NOV 22 11/01/22 41 202211 310-51300-51000	*	2.65	
OFFICE SUPPLIES 11/01/22 41 202211 310-51300-42000	*	2.85	
POSTAGE 11/01/22 42 202211 320-53800-34000	*	625.00	
FIELD MANAGEMENT - NOV 22 GOVERNMENTAL MANAGEMENT SERVICES			4,718.01 000165
11/18/22 00019 11/10/22 4739 202210 310-51300-31500	*	382.00	
GENERAL COUNSEL - OCT 22 KE LAW GROUP, PLLC			382.00 000166
11/18/22 00035 10/28/22 68354 202210 320-53800-46200	*	1,921.25	
GENERAL CLEANUP-ONE TIME 11/01/22 68410 202211 320-53800-46200 GENERAL CLEANUP-ONE TIME	*	3,392.50	
11/02/22 68477 202211 320-53800-49000	*	600.00	
RESTAKE 8 LEANING TREES WEBER ENVIRONMENTAL SERVICES, IN	C.		5,913.75 000167
11/29/22 00036 11/29/22 11292022 202211 300-20700-10200	*	1,500.00	
DEPOSIT-CONSTRUCTION ACCT EAST 547 CDD			1,500.00 000169
12/01/22 00022 10/31/22 PAYAPP#1 202211 300-20700-10200	*	159,143.58	
SER21 FR#34 OVIDA CONSTRUCTION GROUP INC		1	159,143.58 000170
TOTAL FOR BAN	K A	453,246.66	
TOTAL FOR REG	ISTER	453,246.66	
E547 EAST 547 CDD IARAUJO			

SECTION 2

Community Development District

Unaudited Financial Reporting

December 31, 2022



Table of Contents

1	Balance Sheet
2-3	General Fund Income Statement
4	Debt Service Fund - Series 2021
5	Capital Projects Fund
6	Month to Month
7	Long Term Debt Schedule
8	Assessment Receipt Schedule

Community Development District

Combined Balance Sheet

December 31, 2022

	(General Fund	De	ebt Service Fund	Сарі	ital Projects Fund	Gover	Totals rnmental Funds
Assets:								
Cash	\$	498,414	\$	-	\$	139,322	\$	637,737
Due From Developer	\$	-	\$	-	\$	168,585	\$	168,585
Due from General Fund	\$	-	\$	323,055	\$	-	\$	323,055
Prepaid Expenses	\$	4,041	\$	-	\$	-	\$	4,041
<u>Series 2021</u>								
Reserve	\$	-	\$	163,044	\$	-	\$	163,044
Revenue	\$	-	\$	2,414	\$	-	\$	2,414
Construction	\$	-	\$	-	\$	1	\$	1
Total Assets	\$	502,455	\$	488,513	\$	307,909	\$	1,298,877
Liabilities:								
Accounts Payable	\$	9,960	\$	-	\$	304,408	\$	314,368
, Due to Debt Service	\$	323,055	\$	-	\$	-	\$	323,055
Retainage Payable	\$	-	\$	-	\$	40,885	\$	40,885
Total Liabilities	\$	333,015	\$	-	\$	345,293	\$	678,309
Fund Balances:								
Restricted for:								
Debt Service 2020	\$	-	\$	488,513	\$	-	\$	488,513
Capital Projects 2020	\$	-	\$	-	\$	(37,384)	\$	(37,384)
Unassigned	\$	165,399	\$	-	\$	-	\$	165,399
Total Fund Balances	\$	169,440	\$	488,513	\$	(37,384)	\$	620,568
Total Liabilities & Fund Balance	\$	502,455	\$	488,513	\$	307,909	\$	1,298,877

East 547 Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

	 Adopted	Pror	ated Budget		Actual		
	Budget	Thr	u 12/31/22	Thr	u 12/31/22	V	ariance
<u>Revenues</u>							
Assessments - Tax Roll	\$ 156,600	\$	155,143	\$	155,143	\$	-
Developer Contributions	\$ 136,097	\$	50,000	\$	50,000	\$	-
Total Revenues	\$ 292,697	\$	205,143	\$	205,143	\$	-
Expenditures:							
<u>General & Administrative:</u>							
Supervisor Fees	\$ 12,000	\$	3,000	\$	800	\$	2,200
Engineering Fees	\$ 10,000	\$	2,500	\$	-	\$	2,500
Assessment Administration	\$ 5,000	\$	5,000	\$	5,000	\$	-
Arbitrage Fees	\$ 900	\$	-	\$	-	\$	-
Dissemination Fees	\$ 6,000	\$	1,500	\$	1,250	\$	250
Attorney Fees	\$ 20,000	\$	5,000	\$	1,924	\$	3,077
Annual Audit	\$ 4,200	\$	-	\$	-	\$	-
Management Fees	\$ 36,050	\$	9,013	\$	9,013	\$	(0)
Information Technology	\$ 1,800	\$	450	\$	450	\$	-
Website Maintenance	\$ 1,200	\$	300	\$	300	\$	-
Trustee Fees	\$ 7,500	\$	-	\$	-	\$	-
Postage	\$ 600	\$	150	\$	83	\$	67
Insurance	\$ 5,822	\$	5,822	\$	5,563	\$	259
Printing & Binding	\$ 500	\$	125	\$	-	\$	125
Legal Advertising	\$ 5,000	\$	1,250	\$	913	\$	337
Contingency	\$ 5,000	\$	1,250	\$	116	\$	1,134
Office Supplies	\$ 250	\$	63	\$	3	\$	60
Dues, Licenses & Subscriptions	\$ 175	\$	175	\$	175	\$	-
Total General & Administrative:	\$ 121,997	\$	35,597	\$	25,589	\$	10,008

East 547 Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

		Adopted	Prora	ted Budget	 Actual		
		Budget		u 12/31/22	u 12/31/22	١	/ariance
Operations & Maintenance					 		
Field Expenses							
Property Insurance	\$	5,000	\$	1,250	\$ 1,094	\$	156
Field Management	\$	7,500	\$	1,875	\$ 1,875	\$	
Landscape Maintenance	\$	42,380	\$	10,595	\$, 11,706	\$	(1,111)
Landscape Replacement	\$	5,000	\$	1,250	\$ -	\$	1,250
Lake Maintenance	\$	5,500	\$	1,375	\$ -	, \$, 1,375
Streetlights	\$	7,000	\$	1,750	\$ -	\$, 1,750
Electric	\$	5,000	\$	1,250	\$ -	\$	1,250
Water & Sewer	\$	5,000	\$	1,250	\$ -	\$	1,250
Sidewalk & Asphalt Maintenance	\$	2,500	\$	625	\$ -	\$, 625
Irrigation Repairs	\$	5,000	\$	1,250	\$ -	\$	1,250
General Repairs & Maintenance	\$	5,000	\$	1,250	\$ 705	\$, 545
Contingency	\$	5,500	\$, 1,375	\$ 600	\$	775
о ,	,	,					
Subtotal Field Expenses	\$	100,380	\$	25,095	\$ 15,980	\$	9,115
Amenity Expenses							
Amenity - Electric	\$	14,400	\$	-	\$ -	\$	-
Amenity - Water	\$	5,000	\$	-	\$ -	\$	-
Amenity Insurance	\$	5,000	\$	-	\$ -	\$	-
Internet	\$	3,000	\$	-	\$ -	\$	-
Pest Control	\$	720	\$	-	\$ -	\$	-
Janitorial Services	\$	6,000	\$	-	\$ -	\$	-
Security Services	\$	5,000	\$	-	\$ -	\$	-
Pool Maintenance	\$	16,200	\$	-	\$ -	\$	-
Amenity Access Management	\$	5,000	\$	-	\$ -	\$	-
Amenity Repairs & Maintenance	\$	5,000	\$	-	\$ -	\$	-
Contingency	\$	5,000	\$	-	\$ -	\$	-
Subtotal Amenity Expenses	\$	70,320	\$	-	\$ -	\$	-
Total Expenditures	\$	292,697	\$	60,692	\$ 41,569	\$	19,123
Excess Revenues (Expenditures)	\$	-			\$ 163,574		
Fund Balance - Beginning	\$	_			\$ 5,866		
Fund Balance - Ending	\$	-			\$ 169,440		

Community Development District

Debt Service Fund - Series 2021

Statement of Revenues, Expenditures, and Changes in Fund Balance

	ļ	Adopted	Pror	ated Budget		Actual		
		Budget		u 12/31/22	Thr	u 12/31/22	Vá	ariance
Revenues:								
Assessments - Tax Roll	\$	326,088	\$	323,055	\$	323,055	\$	-
Interest	\$	-	\$	-	\$	1,515	\$	1,515
Total Revenues	\$	326,088	\$	323,055	\$	324,570	\$	1,515
Expenditures:								
Interest Expense 11/01	\$	101,138	\$	101,138	\$	101,138	\$	-
Principal Expense 05/01	\$	125,000	\$	-	\$	-	\$	-
Interest Expense 05/01	\$	101,138	\$	-	\$	-	\$	-
Total Expenditures	\$	327,276	\$	101,138	\$	101,138	\$	-
Excess Revenues (Expenditures)	\$	(1,188)			\$	223,433		
Fund Balance - Beginning	\$	101,141			\$	265,080		
Fund Balance - Ending	\$	99,953			\$	488,513		

Community Development District

Capital Projects Fund - Series 2021

Statement of Revenues, Expenditures, and Changes in Fund Balance

	pted Iget	 ed Budget 12/31/22	Actual u 12/31/22	١	/ariance
Revenues:	0	, ,			
Developer Contributions	\$ -	\$ -	\$ 536,690	\$	536,690
Total Revenues	\$ -	\$ -	\$ 536,690	\$	536,690
Expenditures:					
Capital Outlay	\$ -	\$ -	\$ 533,190	\$	(533,190)
Total Expenditures	\$ -	\$ -	\$ 533,190	\$	(533,190)
Excess Revenues (Expenditures)	\$ -		\$ 3,500		
Fund Balance - Beginning	\$ -		\$ (40,884)		
Fund Balance - Ending	\$ -		\$ (37,384)		

Community Development District Month to Month

						ivionth to ivion	iui							
		Oct	Nov	Dec	Jan	Feb I	Mar A	Npr N	lay Ji	r ur	lul A	ug S	ер	Total
evenues														
ssessments - Tax Roll	s	- S	37,025 \$	118,118 \$	- s	- S	- S	- \$	- S	- S	- S	- S	- s	155,143
eveloper Contributions	ş	- > 25,000 \$	37,025 \$ 25,000 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	50,000
otal Revenues	\$	25,000 \$	62,025 \$	118,118 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	205,143
xpenditures:														
ieneral & Administrative:														
Supervisor Fees	\$	- Ş	- \$	800 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	800
Engineering	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
Assessment Administration	\$	5,000 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	5,000
Arbitrage Fees	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
Dissemination Fees	\$	417 \$	417 \$	417 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	1,250
Attorney Fees	\$	382 \$	391 \$	1,151 \$	- \$	- Ş	- \$	- \$	- Ş	- \$	- Ş	- \$	- \$	1,924
Annual Audit	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
Vanagement Fees	\$	3,004 \$	3,004 \$	3,004 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	9,013
nformation Technology	\$	150 \$	150 \$	150 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	450
Website Maintenance	\$	100 \$	100 \$	100 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	300
Trustee Fees	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	
Postage	\$	22 \$	з\$	58 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	83
nsurance	\$	5,563 \$	- \$	- Ş	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	5,563
Printing & Binding	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	
Legal Advertising	Ş	913 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	913
Contingency	\$	39 Ş	39 \$	39 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	116
Office Supplies	\$	0\$	3\$	0\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	3
Dues, Licenses & Subscriptions	\$	175 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	175
otal General & Administrative:	\$	15,764 \$	4,105 \$	5,719 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	25,589
)perations & Maintenance ield Expenses														
Property Insurance	s	1,094 \$	- S	- S	- S	- \$	- \$	- s	- S	- S	- s	- \$	- \$	1,094
Field Management	s	625 \$	625 \$	625 \$	- \$	- \$	- \$	- \$	- \$	- \$	- S	- \$	- \$, 1,875
Landscape Maintenance	s	4,921 \$	3,393 \$	3,393 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	11,706
andscape Replacement	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	
Lake Maintenance	s	- S	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	
Streetlights	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	
Electric	\$	- Ş	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	
Water & Sewer	ş	- \$	- S	- S	- S	- S	- \$	- S	- S	- \$	- S	- \$	- \$	
Sidewalk & Asphalt Maintenance	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
Irrigation Repairs	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	
General Repairs & Maintenance	\$	- \$	705 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	705
Contingency	\$	- \$	600 \$	- \$	- \$	- \$	- Ş	- \$	- \$	- \$	- \$	- Ş	- \$	600
ubtotal Field Expenses	\$	6,640 \$	5,323 \$	4,018 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	15,980
Amenity Expenses														
Amenity - Electric	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
Amenity - Water	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
Amenity Insurance	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
Playground Lease	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
nternet	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
Pest Control	\$	- \$	- \$	- \$	- \$	- \$	- Ş	- \$	- \$	- \$	- Ş	- Ş	- \$	
anitorial Services	\$	- \$	- \$	- \$	- \$	- \$	- Ş	- \$	- \$	- \$	- Ş	- Ş	- \$	
ecurity Services	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	
Pool Maintenance	\$	- \$	- \$	- \$	- \$	- \$	- Ş	- \$	- \$	- \$	- Ş	- Ş	- \$	
Amenity Access Management	\$	- \$	- \$	- \$	- \$	- \$	- Ş	- \$	- \$	- \$	- Ş	- Ş	- \$	
Amenity Repairs & Maintenance	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	
Contingency	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	
ubtotal Amenity Expenses	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	
Fotal Expenditures	\$	22,405 \$	9,428 \$	9,737 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	41,569
Excess Revenues (Expenditures)	\$	2,595 \$	52,597 \$	108,381 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	163,574

Community Development District

Long Term Debt Report

SERIES 2021, SPECIAL ASSESSMENT REVENUE BONDS

(\$120,000)
(\$120,000)
\$5,875,000
\$163,044
\$163,044
MAXIMUM ANNUAL DEBT SERVICE
5/1/2051
2.500%, 3.000%, 3.300%, 4.000%

COMMUNITY DEVELOPMENT DISTRICT

Special Assessment Receipts

Fiscal Year 2023

			FISC	al Year 2025			Net	\$ 156,599.69	9 \$ 326,088.34 \$	482,688.02	
							Gross	\$ 168,386.70		-	
		TOTAL ASSESSMENT LEVY						ASSESSED THROUGH COUNTY			
								32.44%	67.56%	100.00%	
DATE	DESCRIPTION	GROSS AMT	COMMISSIONS	DISC/PENALTY	INTEREST	ROPERTY APPRAISE	NET RECEIPTS	O&M Portion	S2020 DSF Portion	Total	
11/21/22	11/01/22-11/06/22	\$1,935.48	(\$37.16)	(\$77.43)	\$0.00	\$0.00	\$1,820.89	\$590.76	5 \$1,230.13	\$1,820.89	
11/21/22	11/01/22-11/06/23	\$4,030.26	(\$77.38)	(\$161.19)	\$0.00	\$0.00	\$3,791.69	\$1,230.1	5 \$2,561.54	\$3,791.69	
11/25/22	11/07/22-11/13/22	\$37,419.28	(\$718.45)	(\$1,496.98)	\$0.00	\$0.00	\$35,203.85	\$11,421.2	7 \$23,782.58	\$35,203.85	
11/25/22	11/07/22-11/13/23	\$77,918.36	(\$1,496.04)	(\$3,116.35)	\$0.00	\$0.00	\$73,305.97	\$23,782.84	\$49,523.13	\$73,305.97	
12/01/22	Inv#4651976	\$0.00	\$0.00	\$0.00	\$0.00	(\$3,506.33)	(\$3,506.33)	(\$1,137.5	7) (\$2,368.76)	(\$3,506.33	
12/01/22	Inv#4651977	\$0.00	\$0.00	\$0.00	\$0.00	(\$1,683.87)	(\$1,683.87)	(\$546.30)) (\$1,137.57)	(\$1,683.87	
12/12/22	11/14/22-11/23/22	\$125,161.04	(\$2,403.08)	(\$5,007.14)	\$0.00	\$0.00	\$117,750.82	\$38,202.19	\$79,548.63	\$117,750.82	
12/12/22	11/14/22-11/23/22	\$260,623.48	(\$5,004.00)	(\$10,423.62)	\$0.00	\$0.00	\$245,195.86	\$79,549.5	\$165,646.35	\$245,195.86	
12/21/22	11/24/22-11/30/22	\$6,717.10	(\$128.97)	(\$268.65)	\$0.00	\$0.00	\$6,319.48	\$2,050.24	\$4,269.24	\$6,319.48	
	TOTAL	\$513,805.00	(\$9,865.08)	(\$20,551.36)	\$0.00		\$478,198.36	\$155,143.09	\$323,055.27	\$478,198.36	
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99% Gross Percent Collected (\$4,489.66) Balance Remaining to Collect