#### East 547 Community Development District

Meeting Agenda

November 14, 2024

## AGENDA

#### *East* 547

#### Community Development District

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

November 7, 2024

**Board of Supervisors Meeting 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, November 14, 2024 at 11:00 AM at the Offices of Highland Homes, 3020 S. Florida Ave., Suite 101, Lakeland, FL 33803.

Zoom Video Join Link: <a href="https://us06web.zoom.us/j/89659351205">https://us06web.zoom.us/j/89659351205</a>

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

Meeting ID: 896 5935 1205

Following is the advance agenda for the meeting:

#### Landowners' Meeting

- 1. Determination of Number of Voting Units Represented
- 2. Call to Order
- 3. Election of Chairman for the Purpose of Conducting the Landowners' Meeting
- 4. Nominations for the Position of Supervisor
- 5. Casting of Ballots
- 6. Ballot Tabulation
- 7. Landowner's Questions and Comments
- 8. Adjournment

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

- 1. Roll Call
- 2. Public Comment Period (<sup>1</sup>Speakers will fill out a card and submit it to the District Manager prior to the beginning of the meeting)
- 3. Organizational Matters
  - A. Administration of Oaths of Office to Newly Elected Board Members
  - B. Consideration of Resolution 2025-01 Canvassing and Certifying the Results of the Landowners' Election
  - C. Election of Officers
  - D. Consideration of Resolution 2025-02 Electing Officers
- 4. Approval of Minutes of the July 11, 2024 Board of Supervisors Meeting
- 5. Consideration of Resolution 2025-03 Authorizing the Publication of Legal Advertisements and Public Notices on a Publicly Accessible Website in Polk County
- 6. Ratification of Traffic Control Jurisdiction Agreement with the City of Davenport
- 7. Update Regarding Street Parking Complaints

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

- 8. Presentation of Arbitrage Rebate Reports from AMTEC:
  - A. Series 2021 Assessment Area 1 Bonds
  - B. Series 2023 Assessment Area 2 Bonds
- 9. Ratification of Audit Services Engagement Letter for Fiscal Year 2024 Audit Services with Grau & Associates
- 10. Staff Reports
  - A. Attorney
  - B. Engineer
    - i. Ratification of Work Authorization 2025-1 for District Engineering Services
  - C. Field Manager's Report (to be provided under separate cover)
  - D. District Manager's Report
    - i. Check Register
    - ii. Balance Sheet & Income Statement
- 11. Other Business
- 12. Ethics Training
- 13. Supervisors Requests and Audience Comments
- 14. Adjournment

## Landowners' Meeting

#### INSTRUCTIONS RELATING TO LANDOWNERS' MEETING OF EAST 547 COMMUNITY DEVELOPMENT DISTRICT FOR THE ELECTION OF SUPERVISORS

DATE OF LANDOWNERS' MEETING: Thursday, November 14, 2024

TIME: 11:00 AM

LOCATION: Offices of Highland Homes, 3020 S. Florida Ave., Suite 101, Lakeland, Florida 33803

Pursuant to Chapter 190, *Florida Statutes*, and after a Community Development District ("**District**") has been established and the landowners have held their initial election, there shall be a subsequent landowners' meeting for the purpose of electing members of the Board of Supervisors ("**Board**") every two years until the District qualifies to have its board members elected by the qualified electors of the District. The following instructions on how all landowners may participate in the election are intended to comply with Section 190.006(2)(b), *Florida Statutes*.

A landowner may vote in person at the landowners' meeting, or the landowner may nominate a proxy holder to vote at the meeting in place of the landowner. Whether in person or by proxy, each landowner shall be entitled to cast one vote per acre of land owned by him or her and located within the District, for each position on the Board that is open for election for the upcoming term. A fraction of an acre shall be treated as one (1) acre, entitling the landowner to one vote with respect thereto. For purposes of determining voting interests, platted lots shall be counted individually and rounded up to the nearest whole acre. Moreover, please note that a particular parcel of real property is entitled to only one vote for each eligible acre of land or fraction thereof; therefore, two or more people who own real property in common, that is one acre or less, are together entitled to only one vote for that real property.

At the landowners' meeting, the first step is to elect a chair for the meeting, who may be any person present at the meeting. The landowners shall also elect a secretary for the meeting who may be any person present at the meeting. The secretary shall be responsible for the minutes of the meeting. The chair shall conduct the nominations and the voting. If the chair is a landowner or proxy holder of a landowner, he or she may nominate candidates and make second motions. Candidates must be nominated and then shall be elected by a vote of the landowners. Nominees may be elected only to a position on the Board that is open for election for the upcoming term.

This year, three (3) seats on the Board will be up for election by landowners. The two candidates receiving the highest number of votes shall be elected for a term of four (4) years. The candidate receiving the next highest number of votes shall be elected for a term of two (2) years. The term of office for each successful candidate shall commence upon election.

A proxy is available upon request. To be valid, each proxy must be signed by <u>one</u> of the legal owners of the property for which the vote is cast and must contain the typed or printed name of the individual who signed the proxy; the street address, legal description of the property or tax parcel identification number; and the number of authorized votes. If the proxy authorizes more than one vote, each property must be listed and the number of acres of each property must be included. The signature on a proxy does not need to be notarized.

# Board of Supervisors Meeting



## SECTION B

#### RESOLUTION 2025-01

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

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

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

WHEREAS, such landowners meeting was held at which the below recited persons were duly elected by virtue of the votes cast in their favor; and

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

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

	Seat 1	Votes
	Seat 2	Votes
	Seat 5	Votes
	<b>TERMS.</b> In accordance with Section 190.006(2), apper of votes cast for the Supervisors, the above-named for the following term of office:	•
the num	\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	•
the num	per of votes cast for the Supervisors, the above-named	d persons are declared to
the num	per of votes cast for the Supervisors, the above-named for the following term of office:	d persons are declared to

PASSED AND ADOPTED this 14th day of November 2024.

its adoption.

ATTEST:	EAST 547 COMMUNITY DEVELOPMENT DISTRICT
Secretary/Assistant Secretary	Chairperson/Vice Chairperson, Board of Supervisors

## SECTION D

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

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

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

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

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

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

Chairperson Vice Chairperson Secretary Jill Burns Assistant Secretary Assistant Secretary Assistant Secretary George Flint Assistant Secretary **SECTION 2.** This Resolution shall become effective immediately upon its adoption. PASSED AND ADOPTED this 14<sup>th</sup> day of November 2024. ATTEST: EAST 547 COMMUNITY DEVELOPMENT DISTRICT Secretary / Assistant Secretary Chairperson, Board of Supervisors

## MINUTES

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

The regular meeting of the Board of Supervisors of the East 547 Community Development District was held Thursday, July 11, 2024 at 11:01 a.m. at the Offices of Highland Homes, 3020 S. Florida Ave., Suite 101, Lakeland, Florida.

#### Present and constituting a quorum:

Milton Andrade Chairman Brian Walsh Vice Chairman Jeff Shenefield **Assistant Secretary** Garret Parkinson **Assistant Secretary Assistant Secretary** Kareyann Ellison

#### Also present were:

Jill Burns District Manager, GMS

Lauren Gentry District Counsel, Kilinski Van Wyk Patrick Collins District Counsel, Kilinski Van Wyk

Rey Malave District Engineer, Dewberry

Marshall Tindall Field Manager, GMS

#### FIRST ORDER OF BUSINESS Roll Call

Ms. Burns called the meeting to order at 11:01 a.m. and called the roll. Five Supervisors were present constituting a quorum.

#### SECOND ORDER OF BUSINESS **Public Comment Period**

Ms. Burns stated that there were no members of the public present at the meeting and none joining via Zoom and the next item followed.

#### THIRD ORDER OF BUSINESS Approval of Minutes of the June 13, 2024 **Board of Supervisors Meeting**

Ms. Burns presented the minutes of the June 13, 2024 Board of Supervisors meeting. She asked if there were any questions, comments or corrections. Hearing no changes she asked for a motion of approval.

On MOTION by Mr. Shenefield, seconded by Mr. Parkinson, with all in favor, the Minutes from the June 13, 2024 Board of Supervisor's Meeting, were approved.

#### FOURTH ORDER OF BUSINESS Public Hearing

#### A. Public Hearing on the Adoption of the Fiscal Year 2024/2025 Budget

Ms. Burns stated that the public hearing had been advertised as required by Florida statute and asked for a motion to open the hearing.

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

Ms. Burns stated there were no members of the public present for comment and asked for a motion to close the public hearing.

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

## i. Consideration of Resolution 2024-05 Adopting the District's Fiscal Year 2024/2025 Budget and Appropriating Funds

Ms. Burns presented the resolution to the Board and stated that it was included in the agenda package for review. She summarized the exhibit for the Board and noted that the target assessment amount is \$815 net with a developer contribution up to \$106,417 on O&M if needed. There is a slight increase, but it is still below the mailed notice amount. They are looking at about \$150 increase to property owners. She offered to answer any Board questions. There were no questions and there was a motion of approval.

On MOTION by Mr. Walsh, seconded by Mr. Andrade, with all in favor, Resolution 2024-05 Adopting the District's Fiscal Year 2024/2025 Budget and Appropriating Funds, was approved.

#### ii. Consideration of Fiscal Year 2024/2025 Budget Deficit Funding Agreement

Ms. Burns stated that this is for the deficit funding portion that will be billed as needed with Clayton Properties Group.

On MOTION by Mr. Walsh, seconded by Mr. Andrade, with all in favor, the Fiscal Year 2024/2025 Budget Deficit Funding Agreement, was approved.

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

Ms. Burns noted that this is a separate public hearing to levy and impose assessments that will be collected on the tax bill. This is due to the increase on Phase 2, and they received the mailed notice for the increase above the previously noticed amount. This hearing was advertised in the paper as required by Florida statute and Ms. Burns asked for a motion to open the hearing.

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

Ms. Burns stated there were no members of the public present for comment and asked for a motion to close the public hearing.

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

## i. Consideration of Resolution 2024-06 Imposing Special Assessments and Certifying an Assessment Roll

Ms. Burns presented the resolution to the Board and noted that a copy of the resolution and a copy of the assessment roll was included in the agenda package for review. She offered to answer any questions. Hearing no questions, there was a motion of approval.

On MOTION by Mr. Shenefield, seconded by Mr. Parkinson, with all in favor, Resolution 2024-06 Imposing Special Assessments and Certifying an Assessment Roll, was approved.

#### FIFTH ORDER OF BUSINESS

Consideration of Resolution 2024-07 Designation of a Regular Monthly Meeting Date, Time, and Location for Fiscal Year 2024/2025

Ms. Burns presented the resolution to the Board and noted that the schedule presented for the coming year is the same as the current year.

On MOTION by Mr. Walsh, seconded by Mr. Parkinson, with all in favor, Resolution 2024-07 Designation of Regular Monthly Meeting Date, Time, and Location for Fiscal Year 2024/2025, was approved.

#### SIXTH ORDER OF BUSINESS

## Consideration of the Adoption of Goals and Objectives for the District

Ms. Burns stated that these are a standard set of goals that satisfy the statute requirement.

On MOTION by Mr. Andrade, seconded by Mr. Walsh, with all in favor, Adoption of Goals and Objectives for the District, was approved.

#### SEVENTH ORDER OF BUSINESS Presentation of Fiscal Year 2023 Audit Report

Ms. Burns noted the report summarizes the finding of the audit and stated there were no instances of noncompliance and no findings, considered a clean audit and submitted to the State by the June 30<sup>th</sup> deadline. She offered to answer any Board questions. There being no comments, she asked for a motion to accept the audit.

On MOTION by Mr. Andrade, seconded by Mr. Parkinson, with all in favor, the Fiscal Year 2023 Audit Report, was approved.

#### **EIGHTH ORDER OF BUSINESS**

#### **Staff Reports**

#### A. Attorney

Ms. Gentry had nothing further for the Board and the next item followed.

#### B. Engineer

#### i. Presentation of Annual Engineer's Report

Ms. Burns noted that the District Engineer was not on the line, but they did have the annual engineer's report that is required under the trust indenture. There were no findings in the report and they are certifying that the District has sufficient funds to maintain the District's improvements. The report is included in the agenda package for Board review and Ms. Burns asked for a motion of approval.

On MOTION by Mr. Andrade, seconded by Ms. Ellison, with all in favor, Acceptance of the Annual Engineer's Report, was approved.

#### C. Field Manager's Report

Mr. Tindall presented the field managers' report which was provided under separate cover. Mr. Tindal gave a brief summary for the Board and offered to answer any questions about field management and operations. There was a discussion about the spraying of a wall and who maintains the easement. The District can continue to spray the wall, but the resident is responsible to cut the gras. Board direction was to spray as long as they can, so the integrity of the wall is not compromised.

The Board was asked to authorize staff to draft the necessary documents for property conveyances of Phase 2 subject to sign off on completion.

On MOTION by Mr. Andrade, seconded by Mr. Parkinson, the Authorizing Staff to Draft Phase 2 Conveyance Documents, was approved.

#### D. District Manager's Report

#### i. Discussion Regarding Street Parking Concerns

Ms. Burns led the Board in a discussion of parking concerns. They have started to get complaints in Phase 1 regarding street parking and roads being hard to navigate. She asked if the Board wanted to explore implementing parking policies in Phase 1 only before the completion of Phase 2. Board direction would be to send an E-blast before setting a policy to see if that helps the issue. If that does not work, they will bring it back at a later meeting.

#### ii. Check Register

Ms. Burns presented the check which was in the agenda package for Board review and asked for a motion of approval.

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

#### iii. Balance Sheet & income Statement

Ms. Burns noted financial statements from February were included in the package for review. She asked for any questions on those. No action is necessary.

#### NINTH ORDER OF BUSINESS

**Other Business** 

There being no comments, the next item followed.

TENTH ORDER OF BUSINESS

Supervisors Requests and Audience

**Comments** 

There being no comments, the next item followed.

#### **ELEVENTH ORDER OF BUSINESS**

Adjournment

Ms. Burns adjourned the meeting.

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

Secretary/Assistant Secretary

Chairman/Vice Chairman

## SECTION V

#### **RESOLUTION 2025-03**

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE EAST 547 COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING THE **PUBLICATION OF** ADVERTISEMENTS AND PUBLIC NOTICES ON A PUBLICALLY ACCESSABLE WEBSITE; GRANTING THE **AUTHORITY** TO **EXECUTE** A **PARTICIPATION** AGREEMENT WITH POLK COUNTY; APPROVING THE FORM OF GOVERNMENT AGENCY ORDER; PROVIDING **NOTICE OF** THE USE **OF PUBLICALLY** ACCESSABLE WEBSITE; AUTHORIZING THE DISTRICT MANAGER TO TAKE ALL ACTIONS NECESSARY TO **COMPLY WITH CHAPTER 50, FLORIDA STATUTES AND POLK COUNTY ORDINANCE** 2024-041 **AND IMPLIMENTING PROVIDING RESOLUTIONS**; **FOR** CONFLICTING **PROVISIONS: PROVIDING**  $\mathbf{A}$ **SEVERABILITY CLAUSE**: **AND PROVIDING** AN EFFECTIVE DATE.

WHEREAS, the East 547 Community Development District ("District") is a local unit of special purpose government<sup>1</sup> created and existing pursuant to Chapter 190, Florida Statutes, and situated within Polk County, Florida; and

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

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

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

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

\_

<sup>&</sup>lt;sup>1</sup> Section 190.003(6), FS

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

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

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

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

- 1. INCORPORATION OF RECITALS. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Resolution.
- **2. AUTHORIZATION.** The District hereby authorizes the use of the Publicly Accessible Website, as allowed by law, to be used for the publication of legal advertisements and public notices.
- **3. DELEGATION OF AUTHORITY.** The District Manager and the Chairman are hereby authorized to sign, accept or execute a Participation Agreement and Government Agency Order in substantially the form attached hereto as Composite Exhibit A.
- 4. PUBLICATION OF NOTICE AND REGISTRY. The District Manager shall cause notice of the use of the Publicly Accessible Website for legal advertisements and public notices to be published annually in a newspaper of general circulation within the jurisdiction of the District and to maintain a registry of property owners and residents as set forth in Section 50.0311(6), Florida Statutes.
- 5. AUTHORIZATION. The District Manager is hereby authorized to take all actions necessary to provide for the implementation of this Resolution and comply with the specific requirements of Section 50.0311 and the County Regulations.
- **6. CONFLICTING PROVISIONS.** All District Rules, Policies or Resolutions in conflict with this Resolution are hereby suspended.
- 7. **SEVERABILITY.** If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.
- **8. EFFECTIVE DATE.** This Resolution shall take effect upon its passage and shall remain in effect unless rescinded or repealed.

#### PASSED AND ADOPTED THIS 14<sup>TH</sup> DAY OF NOVEMBER 2024.

## EAST 547 COMMUNITY DEVELOPMENT DISTRICT

Secretary/ Assistant Secretary	Chair/ Vice Chair	
Print Name:	Print Name:	

#### **Composite Exhibit A**

#### Governmental Agency Order

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

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

Services to be provided pursuant to this Order:

[COMPOSE SIMPLE SUMMARY INCLUDING GO-LIVE DATE]

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

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

#### Additional Terms:

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

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

- c. <u>Notices.</u> Parties shall ensure any Notices are provided in accordance with the "Notices" section of the Agreement at the address for Contractor listed in the Agreement and the address for County/Governmental Agency listed in the Participation Agreement.
- d. <u>Public Records.</u> The provisions of Section 119.0701 are hereby incorporated as if fully set forth herein. Governmental Agency's public records custodian is as follows:

#### Warranties and Disclaimer.

- a. Each person signing this Order, represents and warrants that they are duly authorized and have legal capacity to execute and bind the respective party to the terms and conditions of this Order. Each party represents and warrants to the other that the execution and delivery of the Order and the performance of such Party's obligations thereunder have been duly authorized and that this Order is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.
- b. D-R Media warrants that the Services will perform substantially in accordance with the Agreement, documentation, and marketing proposals, and free of any material defect. D-R Media warrants to the Governmental Agency that, upon notice given to D-R Media of any defect in design or fault or improper workmanship, D-R Media shall remedy any such defect. D-R Media makes no warranty regarding, and will have no responsibility for, any claim arising out of: (i) a modification of the Services made by anyone other than D-R Media, even in a situation where D-R Media approves of such modification in writing; or (ii) use of the Services in combination with a third-party service, web hosting service, or server not authorized by D-R Media.
- c. EXCEPT FOR THE EXPRESS WARRANTIES IN THE AGREEMENT AND THIS ORDER, D-R MEDIA HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF

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

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

#### Ownership and Content Responsibility.

- a. Upon completion of the Initial Implementation and go-live date, County/Governmental Agency shall assume full responsibility for County/Governmental Agency Content maintenance and administration. County/Governmental Agency, not D- R Media, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Governmental Agency Content.
- b. At any time during the term of the applicable Order, County/Governmental Agency shall have the ability to download the County/Governmental Agency Content and export the County/Governmental Agency data through the Services.

#### Responsibilities of the Parties.

- a. D-R Media will not be liable for any failure of performance that is caused by or the result of any act or omission by Governmental Agency or any entity employed/contracted on the Governmental Agency's behalf.
- b. County/Governmental Agency shall be responsible for all activity that occurs under County/Governmental Agency's accounts by or on behalf of County/Governmental Agency. County/Governmental Agency agrees to (a) be solely responsible for all designated and authorized individuals chosen by Governmental Agency ("User") activity, which must be in accordance with this Order; (b) be solely responsible for County/Governmental Agency content and data; (c) obtain and maintain during the term

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

- c. The Parties shall comply with all applicable local, state, and federal laws, treaties, regulations, and conventions in connection with its use and provision of any of the Services or D-R Media Property.
- d. In the event of a security breach at the sole fault of the negligence, malicious actions, omissions, or misconduct of D-R Media, D-R Media, as the data custodian, shall comply will all remediation efforts as required by applicable federal and state law.

(Signatures appear on the following page.)

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

#### GOVERNMENTAL AGENCY NAME

TTEST:	By:GOVERNMENTAL AGENCY NAME/TITLE
CITY CLERK	Print Nameday of
Contractor	
Signature	
Print/Type Name	
Title	

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

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

#### **RECITALS**

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

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

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

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

- 3. <u>Utilization of Website.</u> Local Government may utilize the Website for its Publications if and to the extent it elects to do so. Nothing in this Participation Agreement obligates Local Government to utilize the Website for any Publication. However, any utilization of Website by Local Government for Publications pursuant to Section 50.0311, Florida Statutes, shall be obtained exclusively through the Website Contract and not through any other contract or procurement method. Local Government agrees that no other website is County's designated publicly accessible website, and Local Government agrees it may not take any action to challenge or otherwise attempt to disqualify the designation of Website (or any substitute website pursuant to Section 2 above) as the properly designated website of County pursuant to Section 50.0311, Florida Statutes.
- 4. <u>Term.</u> The term of this Participation Agreement shall commence upon the date it is fully executed by the Parties ("Effective Date") and shall continue until terminated by either Party as otherwise provided herein.
- 5. <u>Compliance with Notice Requirements.</u> For the duration of this Participation Agreement, Local Government shall comply with all applicable requirements, obligations, duties, and procedures set forth in Chapter 50, Florida Statutes ("Notice Requirements"), as may be amended from time to time, relating to any Publications published on the Website. County shall have no responsibility for ensuring that Local Government, the Website, or the Publications comply with the Notice Requirements or any other applicable law, rule, or regulation.
- 6. <u>County Actions are Ministerial.</u> Local Government acknowledges that any and all Publications of Local Government are prepared by Local Government and not by County Local Government shall construe any and all actions of County in conjunction with, or

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

- 7. Costs and Payment. Local Government shall be solely responsible for the timely payment of all fees and costs associated with its Publications and use of the Website. Local Government shall utilize the Website Contract to obtain from Website any applicable services Local Government requires relating to Publications and shall pay Website directly for all such services provided in connection with Publications. Additionally, Local Government shall be solely responsible for payment of any and all mailing costs or other costs associated with the Publications or otherwise incurred relating to the Publications pursuant to Chapter 50, Florida Statutes, including without limitation Section 50.0311(6), Florida Statutes. County shall not be responsible for any fees or costs associated with: (a) use of the Website by Local Government; (b) any Publication; or (c) compliance with Chapter 50, Florida Statutes. Local Government recognizes and agrees that if Local Government fails to timely pay Website, then Website may terminate Local Government's access to the Website, and County shall have no liability to Local Government for such termination or lack of access, or any subsequent costs which Local Government might incur due to such termination or lack of access. Likewise, Local Government acknowledges that County has no control over payment processing services.
- 8. <u>Sovereign Immunity</u>. Except to the extent sovereign immunity may be deemed waived by entering into this Participation Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by either Party nor shall anything included herein be construed as consent by either Party to be sued by a third party in any matter arising out of this Participation Agreement.
- 9. <u>Indemnification</u>. Local Government shall indemnify and hold harmless County and all of County's current, past, and future officers, agents, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Participation Agreement, and caused

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

#### 10. <u>Termination.</u>

- 10.1. <u>Termination without cause.</u> Either Party may terminate this Participation Agreement without cause upon at least ninety (90) days' prior written notice to the other Party.
- 10.2. <u>Termination with cause.</u> If the Party in breach has not corrected the breach within thirty (30) days after receipt of written notice from the aggrieved Party identifying the breach, then the aggrieved Party may terminate this Participation Agreement for cause.
- 10.3. <u>Automatic Termination.</u> If the publication of electronic notices is determined to be illegal by a court of competent jurisdiction, or if the Florida Legislature modifies Florida law to prohibit utilization of County's designated publicly accessible website for Publications, then this Participation Agreement will be deemed automatically terminated upon such finding becoming final or such law becoming effective, as applicable.
- 11. <u>Notices.</u> In order for a notice to a Party to be effective under this Participation Agreement, notice must be sent via U.S. first-class mail, with a contemporaneous copy sent via e-mail, to the addresses listed below and shall be effective upon mailing. The addresses for notice shall remain as set forth herein unless and until changed by providing notice of such change in accordance with the provisions of this section.

#### **FOR COUNTY:**

County Manager
Polk County Board of County Commissioners
P.O. Box 9005
Bartow, Florida 33830

With a copy to:
County Attorney
Polk County Board of County Commissioners
P.O. Box 9005, Drawer AT01 Bartow,
Florida 33830

		_
		_
		_

FOR LOCAL GOVERNMENT:

Email address:

- 12. <u>Prior Agreements.</u> Parties shall consider this Participation Agreement as representing the final and complete understanding of the subject matter of this Participation Agreement and supersedes all prior and contemporaneous negotiations and discussions regarding same. All commitments, agreements, and understandings of the Parties concerning the subject matter of this Participation Agreement are contained herein.
- 13. <u>Assignment.</u> Neither this Participation Agreement nor any term or provision hereof or right hereunder may be assignable by either Party without the prior written consent of the other Party. Any assignment, transfer, encumbrance, or subcontract in violation of this section shall be void and ineffective.
- 14. <u>Interpretation</u>. The headings contained in this Participation Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Participation Agreement. All personal pronouns used in this Participation Agreement shall include any other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein" refer to this Participation Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Participation Agreement, such reference is to the section or article as a whole, including all of

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

- 15. <u>Third-Party Beneficiaries</u>. Neither Local Government nor County intends to directly or substantially benefit a third party by this Participation Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Participation Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Participation Agreement.
- 16. <u>Law. Jurisdiction. Venue. Waiver of Jury Trial.</u> This Participation Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Participation Agreement shall be in the state courts of the Tenth Judicial Circuit in and for Polk County, Florida. If any claim arising from, related to, or in connection with this Participation Agreement must be litigated in federal court, then the exclusive venue for any such lawsuit shall be in the United States District Court, or the United States Bankruptcy Court, for the Middle District of Florida. EACH PARTY EXPRESSLY, VOLUNTARILY, INTENTIONALLY, IRREVOCABLY, AND KNOWINGLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS PARTICIPATION AGREEMENT.
- 17. <u>Amendments.</u> No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Participation Agreement and executed on behalf of County and Local Government, respectively, by persons authorized to execute same on their behalf.
- 18. <u>Representation of Authority</u>. Each individual executing this Participation Agreement on behalf of a Party represents and warrants that they are, on the date they sign this Participation Agreement, duly authorized by all necessary and appropriate action to execute this Participation Agreement on behalf of such Party and that they do so with full legal authority.
- 19. <u>Counterparts</u> and <u>Multiple Originals</u>. This Participation Agreement may be executed in multiple originals, and may be executed in counterparts, whether signed

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

- Materiality and Waiver or Breach. Each requirement, duty, and obligation set forth herein was bargained for at arm's-length. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Participation Agreement, and each is, therefore, a material term. Any Party's failure to enforce any provision of this Participation Agreement shall not be deemed a waiver of such provision or modification of this Participation Agreement. A waiver of any breach of a provision of this Participation Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Participation Agreement. For a waiver to be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.
- 21. <u>Compliance with Laws.</u> Each Party shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Participation Agreement.

(Remainder of this page intentionally left blank.)

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

ATTEST:	POLK COUNTY
Stacy M. Butterfield	
Clerk to the Board	a political subdivision of the State of Florida
By:	By:
Deputy Clerk	County Manager
	Date:

ATTEST:	Local Government.	
Signature	Signature	
Print Name	Print Name	
Title	Title	

# SECTION VI

# CITY OF DAVENPORT, FLORIDA/EAST 547 COMMUNITY DEVELOPMENT DISTRICT TRAFFIC CONTROL JURISDICTION AGREEMENT

This Agreement (the "Agreement") is made and entered into by and between the **City of Davenport**, **Florida**, a municipal corporation created under the laws of the State of Florida (hereafter "CITY"), and **East 547 Community Development District**, an independent special district created by ordinance pursuant to Chapter 190, Florida Statutes (hereafter "DISTRICT").

#### **RECITALS**

- 1. The East 547 Community Development District is a local unit of special-purpose government and an independent special district established pursuant to Chapter 190, Florida Statutes, and by Ordinance No. 928 enacted by the CITY OF DAVENPORT on April 3, 2020.
- 2. The DISTRICT owns fee simple title to all the roadways lying within the DISTRICT boundaries (hereafter "District Roads") and the boundaries and location of the DISTRICT is described and illustrated in Exhibit "A" attached to and incorporated in this Agreement.
- 3. The DISTRICT has requested that the CITY exercise its discretion under Section 316.006, Florida Statutes, and other applicable laws to exercise municipal traffic control jurisdiction over the DISTRICT Roads pursuant to written agreement.
- 4. The Florida Legislature, by enacting Section 316.006(2)(b), Florida Statutes, has authorized municipalities to exercise jurisdiction over special district roads if a municipality and the party owning such roads and common areas enter into a written agreement providing traffic control jurisdiction to the municipality and the governing body of the municipality approves that agreement.
- 5. The DISTRICT desires the CITY to enforce the traffic laws of the State of Florida over the DISTRICT Roads.
- 6. The CITY approves the exercise of municipal traffic control jurisdiction by the City of Davenport Police Department over the DISTRICT Roads.
- 7. The parties now desire to set forth the terms and conditions of this Agreement and acknowledge and agree that each is bound by such Agreement.

**ACCORDINGLY**, in consideration of the above stated Recitals, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereto agree as follows:

**Section 1. Recitals.** The above recitals are true and correct and are incorporated in and form a material part of this Agreement.

Section 2. Authority, Jurisdiction & Access. Pursuant to section 316.006(2)(b), Florida Statutes, and its home rule powers, the CITY agrees to exercise traffic control jurisdiction over the District Roads by providing enforcement of the traffic laws of the state upon the DISTRICT Roads during normal patrol hours (hereafter "Services"). Should the DISTRICT desire the CITY to be situated in its boundaries at times outside normal patrol hours, the DISTRICT understands that a separate contract shall be executed for additional services. The DISTRICT will provide the CITY with access to the DISTRICT Roads so that the CITY may carry out the Services under this Agreement.

<u>Section 3.</u> <u>Term of Agreement.</u> The term of this Agreement shall commence on June 1, 2024, and continue through June 1, 2025, and shall thereafter automatically continue for successive one-year terms unless terminated by either party by provision of ten (10) days written notice to the other party. The provisions of Section 10 herein shall survive the termination of this Agreement as well as any and all subsequent amended agreements entered into by the parties hereto.

Section 4. Signage. Prior to any traffic enforcement action, the DISTRICT, in consultation with the City of Davenport Police Department, shall establish the speed limit for the roads within the DISTRICT boundaries. The DISTRICT shall be responsible for posting the speed limit and erecting other traffic signs along the DISTRICT Roads in compliance with State of Florida Department of Transportation requirements. The maintenance, repair, and posting of all signage within the DISTRICT boundaries shall always be solely and exclusively the responsibility of the DISTRICT. The DISTRICT shall provide the CITY with certification by a licensed engineer that the roadway signage is in accordance with the standards set forth in the *Manual on Uniform Traffic Control Devices* and Chapter 316, Florida Statutes.

Section 5. Authority in Addition to Existing Authority. The CITY's exercise of traffic control jurisdiction pursuant to this Agreement shall be supplemental to the authority presently enjoyed by the CITY over such roads and the DISTRICT, and nothing herein shall be construed to limit or modify such preexisting authority. The CITY agrees to continue to provide such police services as are required by law. This Agreement does not limit the DISTRICT's authority as prescribed by Chapter 190, Florida Statutes, in any manner.

Section 6. Compensation. If the DISTRICT is interested in additional neighborhood patrols or any special details, they shall be responsible for compensating the CITY for these off-duty services pursuant to this Agreement at an hourly rate and in a manner specified in Exhibit "B," which is attached hereto and incorporated herein. The hourly rate shall remain in effect until such time as it is revised in accordance with the CITY or departmental policy or procedure, ordinance or any other applicable statute, law or regulation.

Section 7. City To Retain Revenues. All revenue from the fines, costs and

penalties imposed by the traffic citations issued for violation of traffic laws on the DISTRICT Roads shall be solely retained by the CITY and apportioned in the manner set forth in applicable statutes. All revenue from the fines, costs, and penalties and/or liens, and the liens themselves that may be imposed on property located within the DISTRICT, shall be solely retained/owned by the CITY.

<u>Section 8.</u> <u>Liability Not Increased</u>. Neither the existence of this Agreement nor anything contained herein shall give rise to any greater liability on the part of the CITY than that which the CITY would ordinarily be subjected to when providing police services.

<u>Section 9.</u> <u>Remedies.</u> Although the City of Davenport Police Department will diligently attempt to provide the DISTRICT with the Services specified within this Agreement, the CITY's failure to do so shall not constitute a breach of this Agreement, nor shall any penalty be imposed therefore.

Section 10. Hold Harmless and Indemnification By The DISTRICT. To the fullest extent permitted by law, and only up to, and without waiving, the monetary limitations of liability and sovereign immunity protections set forth in Section 768.28, Florida Statutes, the DISTRICT agrees to hold harmless and shall indemnify the CITY, each of its Commission Members, employees, appointees, officers and agents, both individually and in each of their official capacities from any and all claims, and manners of action or actions, cause and causes of action, lawsuits, trespasses, damages, judgments, executions, claims, liabilities and demands whatsoever, in law or in equity including, reasonable attorney's fees for any action or inaction arising out of, related to or deriving from, either directly or indirectly, any matter, action taken, or inaction by the City within the scope or furtherance of this Agreement.

**Section 11. Insurance.** To ensure its ability to fulfill the obligations pursuant to Section 10, above, the DISTRICT, as a condition precedent to the CITY's assumption of traffic control and enforcement jurisdiction as specified in this Agreement shall obtain an insurance policy in a sufficient amount for officers and directors liability, and for Comprehensive Automobile Liability. The DISTRICT shall also obtain general liability insurance for the term of this Agreement in the amount of One Million Dollars (\$1,000,000.00), Comprehensive General Liability and Two Million (\$2,000,000.00) in the aggregate. Said policy or policies of insurance shall: (a) name the CITY as an additional insured as it relates to the activities conducted pursuant to this Agreement, (b) be issued by companies authorized to do business under the laws of the State of Florida, (c) shall not exclude police liability, and (d) otherwise be acceptable to the City. Upon receiving notice of the acceptability of said policy or policies, the DISTRICT shall always file and maintain current certificates of the required insurance with the CITY. Any cancellations or lapses of insurance coverage affecting directly or indirectly the provisions of this Agreement shall be deemed a material breach, and the CITY shall have the right, in its sole discretion, to terminate this Agreement and seek applicable damages or other judicial relief.

Section 12. Road Maintenance. Neither the existence of this Agreement nor

anything contained herein shall impose any obligation or duty upon the CITY to provide maintenance for and/or drainage of the DISTRICT Roads. The maintenance, repair and construction or reconstruction of all roads, drainage and signage within the DISTRICT shall always be solely and exclusively the responsibility of the DISTRICT.

<u>Section 13.</u> <u>Assignability.</u> The DISTRICT may not assign its rights nor delegate its duties and obligations arising under this Agreement except by the express, written consent of the CITY.

<u>Section 14.</u> <u>Termination.</u> Should either party to this Agreement desire to terminate the Agreement, the party wishing to terminate the Agreement must provide written notice thereof to the other party no less than ten (10) calendar days prior to the intended termination date.

**Section 15. Notices**. All notices contemplated by this Agreement shall be given in writing and sent by certified mail, return receipt requested to the following:

CITY

DISTRICT

City Manager
City of Davenport, Florida
1 S. Allapaha Ave
Davenport, Florida 33837

East 547 CDD
c/o Governmental Management
Services – Central Florida, LLC
219 E. Livingston Street
Orlando, Florida 32801

With a copy to: Kilinski | Van Wyk PLLC 517 E. College Avenue Tallahassee, Florida 32301

<u>Section 16.</u> <u>Governing Law and Venue.</u> This Agreement shall be construed and controlled in accordance with the laws of the State of Florida. Venue for any legal actions regarding the Agreement shall be Polk County, Florida.

<u>Section 17</u>. <u>Costs or Expenses</u>. Any costs or expenses (including reasonable attorneys' fees) associated with enforcement of the terms and/or conditions of this Agreement shall be borne by the respective parties hereto.

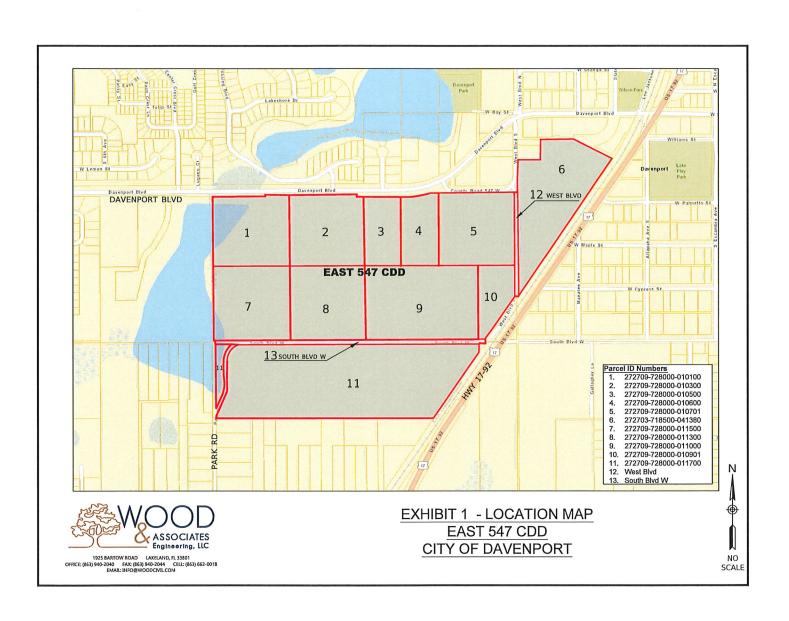
<u>Section 18.</u> <u>Application of Public Records.</u> Notwithstanding anything contained herein, as provided under Chapter 119, Florida Statutes, both parties are subject to the provisions of Florida's Public Records Law.

<u>Section 19.</u> <u>Amendments.</u> The parties hereto agree that no modification, amendment or alteration in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

<u>Section 20.</u> <u>Entire Agreement.</u> This Agreement constitutes the entire Agreement of the parties hereto and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and agreements that have been made in connection with the subject of the Agreement.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement on the respective dates under each signature.

OF DAVERING	CITY OF DAVE A Municipal C	ENPORT, FLORIDA Corporation	
SEAL	APPROVED:  Brynn Summer	rlin, Mayor	_
Raquel Castillo, City Clerk			
APPROVED AS TO FORM AND LEGAL Thomas A. Cloud, City Attorney	ITY:		
	EAST 547 COI DEVELOPMENT Special district	NT DISTRICT, an indepe	endent
ATTEST:  Docusigned by:  Jill Burns, District Manager  7/29/2024		Milton Andrade, Chairper	7/29/2024 rson
APPROVED AS TO FORM AND LEGAL  Docusigned by:  7/29/2024  Lauren Gentry, District Counsel	ITY:		



# LEGAL DESCRIPTION

**PARCEL ONE** 

TRACTS 1 THROUGH 16, INCLUSIVE, ALL LYING IN THE NORTHEAST ¼ OF SECTION 9, TOWNSHIP 27 SOUTH, RANGE 27 EAST, OF "FLORIDA DEVELOPMENT CO. TRACT," ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 3, PAGE 60 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA LESS AND EXCEPT RIGHT-OF-WAY FOR DAVENPORT BOULEVARD/STATE ROAD 547/COUNTY ROAD547, HOLLY HILL DRIVE, WEST BOULEVARD, AND SOUTH BOULEVARD, BEING MORE PARTICULARLY DESCRIBED AS:

BEGIN AT A 5/8" IRON ROD AND CAP " LB 8135" STANDING AT THE SOUTHWEST CORNER OF SAID TRACT 16, AND RUN THENCE ALONG THE WEST LINE OF SAID TRACT 16 AND SAID TRACT 1 N-00°25'34"-W, 1,247.70 FEET TO A 5/8" IRON ROD AND CAP STANDING ON THE SOUTH RIGHT-OF-WAY OF DAVENPORT BOULEVARD/STATE ROAD-547/COUNTY ROAD-547; THENCE ALONG SAID SOUTH RIGHT-OF-WAY THE FOLLOWING SEVEN (7) COURSES: 1) N-89°28'29"-E, 450.78 FEET TO A 5/8" IRON ROD AND CAP "LB 8135" THENCE 2) N-00°31'31"-W, 10.00 FEET TO A 5/8" IRON ROD AND CAP "LB 8135"; THENCE 3) N-89°28'29"-E, 375.80 FEET TO A 5/8" IRON ROD AND CAP "LB 8135"; THENCE 4) N-89°24'29"-E, 424.20 FEET TO A 5/8" IRON ROD AND CAP "LB 8135"; THENCE 5) S-00°31'31"-E, 20.00 FEET TO A 5/8" IRON ROD AND CAP "LB 8135"; THENCE 6) N-89°24'29"-E, 424.73 FEET TO A 5/8" IRON ROD AND CAP "LB 8135", SAID POINT IS ALSO A POINT OF CURVE CONCAVE NORTHERLY, THENCE 7) NORTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 776.20 FEET, A CENTRAL ANGLE/DELTA OF 17°43'57", CHORD BEARING OF N-80°32'30"-E, A CHORD DISTANCE OF 239.27 FEET, FOR AN ARC LENGTH OF 240.23 FEET TO A 5/8" IRON ROD AND CAP "LB 8135" STANDING AT ITS INTERSECTION WITH THE SOUTH RIGHT-OF-WAY OF HOLLY HILL DRIVE; THENCE ALONG THE SOUTH RIGHT-OF-WAY OF HOLLY HILL DRIVE N-89°26'07"-E, 722.61 FEET TO A 5/8" IRON ROD AND CAP "LB 8135" STANDING AT ITS INTERSECTION WITH THE WEST RIGHT-OF-WAY OF WEST BOULEVARD; THENCE ALONG THE WEST AND WESTERLY RIGHT-OF-WAY THEREOF THE FOLLOWING TWO (2) COURSES: 1) S-00°32'00"-E, 909.55 FEET; THENCE 2) S-34°36'19"-W, 449.21 FEET TO ITS INTERSECTION WITH THE NORTH MAINTAINED RIGHT-OF-WAY OF SOUTH BOULEVARD ACCORDING TO THE MAP BOOK 21, PAGES 55 THROUGH 60, INCLUSIVE, THE FOLLOWING NINE (9) COURSES: 1) S-88°42'31"-W, 27.01 FEET; THENCE 2) S-77°20'11"-W, 31.14 FEET; THENCE 3) S-89°39'36"-W, 1112.08 FEET; THENCE 4) N-89°21'36"-W, 130.06 FEET; THENCE 5) S-89°28'24"-W, 371.04 FEET; THENCE 6) N-89°22'41"-W, 226.73 FEET: THENCE 7) S-89°28'17"-W, 140.55 FEET; THENCE 8)S-87°51'34"-W, 77.78 FEET; THENCE 9) S-83°29'35"-W, 17.85 FEET TO A POINT ON THE SOUTH LINE OF SAID TRACT 16; THENCE ALONG SAID SOUTH LINE S-89°39'36"-W, 244.94 FEET TO THE POINT OF BEGINNING.

CONTAINING: 75.14 ACRES, MORE OR LESS.

#### AND

PARCEL TWO

TRACTS 17 THROUGH 23, INCLUSIVE, LYING WEST OF RAILROAD RIGHT-OF-WAY, ALL LYING IN THE NORTHEAST ½ OF SECTION 9, TOWNSHIP 27 SOUTH, RANGE 27 EAST, OF "FLORIDA DEVELOPMENT CO. TRACT," ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 3, PAGE 60, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, LESS AND EXCEPT RIGHT OF WAY FOR PARK ROAD AND SOUTH BOULEVARD, BEING MORE PARTICULARLY DESCRIBED AS:

BEGIN AT A 5/8" IRON ROD AND CAP "LB 8135" STANDING AT THE NORTHWEST CORNER OF SAID TRACT 17, AND RUN THENCE ALONG THE NORTH LINE THEREOF, ALONG A NON-RADIAL LINE, N-89°39'36"-E, 139.88 FEET TO A 5/8" IRON ROD AND CAP STANDING ON THE WEST MAINTAINED RIGHT-OF-WAY OF PARK ROAD, ACCORDING TO MAP BOOK 21, PAGES 55 THROUGH 60, INCLUSIVE, PUBLIC RECORDS OF POLK COUNTY, FLORIDA SAID POINT ALSO BEING A POINT ON A CURVE (POINT OF CUSP) CONCAVE SOUTHEASTERLY; THENCE ALONG SAID WEST MAINTAINED RIGHT-OF-WAY THE FOLLOWING SEVEN (7) COURSES; 1) SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 167.86 FEET, A CENTRAL ANGLE/DELTA OF 30°06'24", A CHORD BEARING OF S-38°55'02"-W, A CHORD DISTANCE OF 87.19 FEET, FOR AN ARC LENGTH OF 88.20 FEET; THENCE 2) S-13°06'46"-W, 71.02 FEET; THENCE 3) S-01°28'30"-W, 85.64 FEET; THENCE 4) S-01°43'49"-E, 37.98 FEET; THENCE 5), S-25'08'38"-W, 136.15 FEET TO A POINT OF CURVE, CONCAVE WESTERLY; THENCE 6) SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 213.82 FEET, A CENTRAL ANGLE/DELTA OF 27°50'58" A CHORD BEARING OF S-08°24'57"-W, A CHORD DISTANCE OF 102.91 FEET, FOR AN ARC LENGTH OF 103.93 FEET; THENCE 7) S-02°58'50"-E, 57.67 FEET TO A 5/8" IRON ROD AND CAP "LB 8135" STANDING ON THE WEST LINE OF SAID TRACT 17; THENCE ALONG SAID WEST LINE N-00°24'23"-W, 570.24 FEET TO THE POINT OF BEGINNING.

SEE PAGE 2 FOR CONTINUATION



1925 BARTOW ROAD \* LAKELAND, FL 33E01 OFFICE: (863) 940-2040 \* FAX: (863) 940-2044 \* CELL: (863) 662-0018 EMAIL: INFO@WOODCIVILCOM EXHIBIT 2

EAST 547 CDD LEGAL DESCRIPTION

#### **TOGETHER WITH**

BEGIN AT A 5/8" IRON ROD AND CAP" LB 8135" STANDING AT THE INTERSECTION OF THE SOUTH LINE OF SAID TRACT 17 AND THE EAST MAINTAINED RIGHT-OF-WAY OF PARK ROAD, ACCORDING TO THE MAP BOOK 21, PAGES 55 THROUGH 60, INCLUSIVE, PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID EAST MAINTAINED RIGHT-OF-WAY THE FOLLOWING NINE (9) COURSES: 1) N-13°05'22"-E, 24.70 FEET; THENCE 2) N-20°21'11"-E, 32.06 FEET; THENCE 3) N-24°36'46"-W, 79.55 FEET; THENCE 4) N-23°34'57"-E, 65.21 FEET TO A POINT OF CURVE CONCAVE NORTHWESTERLY; THENCE 5) NORTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 200.05 FEET, A CENTRAL ANGLE/DELTA OF 32°57'03", A CHORD BEARING OF N-09°13'18"-E, A CHORD DISTANCE OF 113.47 FEET, FOR AN ARC LENGTH OF 115.05 FEET; THENCE 6) N-02°24'49"-W, 124.45 FEET; THENCE 7) N-01°09'36"-E, 79.68 FEET; THENCE 8) N-12°06'49"-E, 57.58 FEET TO A POINT OF CURVE CONCAVE SOUTHEASTERLY; THENCE 9) NORTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 133.34 FEET, A CENTRAL ANGLE/DELTA OF 56°00'37", A CHORD BEARING OF N-47°24'33"-E, A CHORD DISTANCE OF 125.22 FEET, FOR AN ARC LENGTH OF 130.35 FEET TO A 5/8" IRON ROD AND CAP "LB 8135" STANDING ON THE SOUTH RIGHT-OF-WAY OF SOUTH BOULEVARD, ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 3, PAGE 60, PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID RIGHT-OF-WAY N-89°39'36"-E, 2,098.38 FEET TO A 5/8" IRON ROD AND CAP "LB 8135" STANDING AT THE NORTHEAST CORNER OF SAID TRACT 23, ALSO BEING THE NORTHWEST CORNER OF TRACT 24 OF SAID "FLORIDA DEVELOPMENT CO. TRACT"; THENCE ALONG THE EAST LINE OF SAID TRACT 23, ALSO BEING THE WEST LINE OF SAID TRACT 24, S-00°30'31"-E, 90.76 FEET TO A 5/8" IRON ROD AND CAP "LB 8135" STANDING ON THE WESTERLY RIGHT-OF-WAY OF THE CSX RAILROAD; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY S-34°37'32"-W, 676.80 FEET TO A CONCRETE MONUMENT "RLS 935" STANDING ON THE SOUTH LINE OF SAID TRACT 22; THENCE ALONG THE SOUTH LINE OF TRACTS 17 THROUGH 22, INCLUSIVE, S-89°45'34"-W, 1,909.39 FEET TO THE POINT OF BEGINNING.

ALL CONTAINING: 31.14 ACRES, MORE OR LESS

#### <u>AND</u>

#### **PARCEL THREE**

PART OF THE SOUTHWEST ½ OF THE SOUTHWEST ½ OF SECTION 3, AND PART OF THE NORTHWEST ½ OF THE NORTHWEST ½ OF SECTION 10, ALL IN TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA. THE PROPERTY DESCRIPTION INCLUDES: LOTS 38 THROUGH 57, INCLUSIVE, IN BLOCK 197, AND LOTS 1 THROUGH 18, INCLUSIVE, (BEING ALL OF THE LOTS), IN BLOCK 198, AND LOT 8 IN BLOCK 199, ACCORDING TO THE PLAT OF "RESUBDIVISION BY HOLLY HILL GROVE & FRUIT COMPANY" IN DAVENPORT, RECORDED IN PLAT BOOK 21, PAGE 39 PUBLIC RECORDS OF POLK COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS:

BEGIN AT A 5/8" IRON ROD AND CAP "LB 8135" STANDING AT THE INTERSECTION OF THE EAST RIGHT-OF-WAY OF WEST BOULEVARD AND THE WESTERLY RIGHT-OF-WAY OF THE CSX RAILROAD, AND RUN THENCE ALONG SAID EAST RIGHT-OF-WAY N-00°32'00"-W, 1195.51 FEET TO A ½" IRON ROD WITH NO IDENTIFICATION; THENCE N-89°42'00"-E, 200.00 FEET TO A 5/8" IRON ROD AND CAP "LB 8135"; THENCE N-00°28'24"-W, 170.00 FEET TO A ½" IRON ROD WITH NO IDENTIFICATION; THENCE N-89°42'00"-E, 294.80 FEET; THENCE S-64°44'00"-E, 383.27 FEET TO A 5/8" IRON ROD AND CAP "LB 8135" STANDING ON THE WESTERLY RIGHT-OF-WAY OF THE CSX RAILROAD; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY THE FOLLOWING TWO (2) COURSES: 1) S-33°13'08"-W, 75.13 FEET TO A 5/8" IRON ROD AND CAP "LB 8135"; THENCE 2) S-34°36'19"-W, 1,387.90 FEET TO THE POINT OF BEGINNING.

**CONTAINING: 13.35 ACRES, MORE OR LESS.** 

#### AND

#### **SOUTH BLVD**

THAT PART OF THE NORTHEAST ½ OF SECTION 9, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, BEING DESCRIBED AS:

BEGIN AT A 5/8" IRON ROD AND CAP "LB 8135" STANDING AT THE SOUTHWEST CORNER OF TRACT 16 OF "FLORIDA DEVELOPMENT CO. TRACT" ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 60, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, AND RUN THENCE ALONG THE NORTH LINE THEREOF N-89°39'36"-E, 244.94 FEET TO ITS INTERSECTION WITH THE NORTH MAINTAINED RIGHT-OF-WAY OF SOUTH BOULEVARD ACCORDING TO MAP BOOK 21, PAGES 55-60, PUBLIC RECORDS OF POLK COUNTY, FLORIDA;

SEE PAGE 3 FOR CONTINUATION



1925 BARTOW ROAD \* LAKELAND, FL 33801 OFFICE: (863) 940-2040 \* FAX: (863) 940-2044 \* CELL: (863) 662-0018 EMAIL: INFO@WOODCMLCOM EXHIBIT 2

EAST 547 CDD

LEGAL DESCRIPTION

PAGE 2 OF 11

THENCE ALONG SAID NORTH MAINTAINED RIGHT-OF-WAY THE FOLLOWING NINE (9) COURSES: 1) N-83°29'35"-E, 17.85 FEET; THENCE 2) N-87°51'34"-E, 77.78 FEET; THENCE 3) N-89°28'17"-E, 140.55 FEET; THENCE 4) S-89°22'41"-E, 226.73 FEET; THENCE 5) N-89°28'24"-E, 371.04 FEET; THENCE 6) S-89°21'36"-E, 130.06 FEET; THENCE 7) N-89°39'36"-E, 1,112.08 FEET; THENCE 8) N-77°20'11"-E, 31.14 FEET; THENCE 9) N-88°42'31"-E, 27.01 FEET TO THE INTERSECTION OF SAID SOUTH MAINTAINED RIGHT-OF-WAY AND THE WESTERLY RIGHT-OF-WAY OF WEST BOULEVARD; THENCE CONTINUE N-88°42'31"-E, 24.69 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF THE CSX RAILROAD RIGHT-OF-WAY; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY OF THE CSX RAILROAD S-34°36'19"-W, 45.76 FEET TO ITS INTERSECTION WITH THE NORTH LINE OF TRACT 24 OF SAID "FLORIDA DEVELOPMENT CO. TRACT"; THENCE S-89°39'36"-W, 63.75 FEET TO A 5/8" IRON ROD AND CAP "LB 8135" STANDING AT THE NORTHWEST CORNER OF SAID TRACT 24, ALSO BEING THE NORTHEAST CORNER OF TRACT 23 OF SAID "FLORIDA DEVELOPMENT CO. TRACT", SAID POINT ALSO LIES ON THE NORTH RIGHT-OF-WAY OF SOUTH BOULEVARD PER PLAT BOOK 3, PAGE 60, PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID NORTH RIGHT-OF-WAY S-89°39'36"-W, 2,098.38 FEET TO ITS INTERSECTION WITH THE EASTERLY MAINTAINED RIGHT-OF-WAY OF SOUTH BOULEVARD ACCORDING TO MAP BOOK 21, PAGES 55-60, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, SAID POINT ALSO LIES ON THE NORTH LINE OF TRACT 17 OF SAID "FLORIDA DEVELOPMENT CO. TRACT"; THENCE ALONG SAID NORTH LINE OF TRACT 17 AND CONTINUING S-89°39'36"-W, 59.45 FEET TO A 5/8" IRON ROD AND CAP "LB 8135" STANDING AT ITS INTERSECTION WITH THE WESTERLY MAINTAINED RIGHT-OF-WAY OF SOUTH BOULEVARD ACCORDING TO SAID MAP BOOK 21, PAGES 55-60; THENCE CONTINUE ALONG SAID NORTH LINE OF TRACT 17 AND CONTINUING S-89°39'36"-W, 139.88 FEET TO A 5/8" IRON ROD AND CAP "LB 8135" STANDING AT THE NORTHWEST CORNER OF SAID TRACT 17; THENCE CONTINUE S-89°39'36"-W, 15.00 FEET; THENCE N-00°52'59"-W, 30.00 FEET TO THE POINT OF BEGINNING.

CONTAINING: 74,377 SQUARE FEET, 1.707 ACRES, MORE OR LESS.

#### AND

#### **WEST BOULEVARD**

THAT PART OF THE NORTHEAST ¼ OF SECTION 9, AND THE NORTHWEST ¼ OF SECTION 10, LYING IN TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, BEING DESCRIBED AS:

BEGIN AT A 5/8" IRON ROD AND CAP "LB 8135" STANDING AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY OF HILLY HILL DRIVE AND THE WEST RIGHT-OF-WAY OF WEST BOULEVARD, AND RUN THENCE N-89°28'00"-E, 31.25 FEET TO A POINT ON THE EAST RIGHT-OF-WAY OF WEST BOULEVARD; THENCE S-00°32'00"-E, 917.67 FEET TO A 5/8" IRON ROD AND CAP "LB 8135" STANDING AT THE INTERSECTION OF SAID EAST RIGHT-OF-WAY AND THE WESTERLY RIGHT-OF-WAY OF THE CSX RAILROAD; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY S-34°36'19"-W, 28.23 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 10, ALSO BEING THE EAST LINE OF SAID SECTION 9; THENCE ALONG SAID WEST LINE, ALSO BEING SAID EAST LINE, N-00°32'00"-W, 17.78 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF THE CSX RAILROAD; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY OF WEST BOULEVARD; THENCE ALONG SAID WEST RIGHT-OF-WAY N-00°32'00"-W, 909.55 FEET TO THE POINT OF BEGINNING.

CONTAINING: 29,104 SQUARE FEET, 0.668 ACRES, MORE OR LESS.

CDD CONTAINS APPROXIMATELY 122.00 ACRES, MORE OR LESS.



1925 BARTOW ROAD \* LAKELAND, FL 33801 OFFICE: (863) 940-2040 \* FAX: (863) 940-2044 \* CELL: (863) 662-0018 EMAIL: INFO@WOODCIVILCOM EXHIBIT 2

EAST 547 CDD

LEGAL DESCRIPTION

PAGE 3 OF 11



# DAVENPORT POLICE DEPARTMENT



# Integrity \* Professionalism \* Service

# APPLICATION FOR EXTRA-DUTY EMPLOYMENT

Vendor Name: Date of Application:				
BILLING INFORMATION				
Street Address:		City:		Zip Code:
Billing Contact Person	on:		Billing Phone:	
Billing Email:				
(RES	CON' PONSIBLE PARTY FOR DVPD	TACT PERSON TO CONTACT DURI	NG DETAIL, IF	NEEDED)
Contact Name:			Contact Phone:	
Contact Email:				
	EXTR	A-DUTY DETAIL		
Location Name:		Address:		
Duties Requested of	Officer(s):			
Date	# of Officers Requested	Day of the Week	Start Time	End Time
	REQUEST TYP	PE (CHOOSE ONLY	ONE)	
☐ Athletic Event ☐ HOA Patrol ☐ Special Event:				
☐ Business Security	☐ Business Security ☐ Traffic Control ☐ Other:			
COMPLETE BELOW SECTION FOR ATHLETIC EVENT, SPECIAL EVENT OR OTHER				
Name of Event: Anticipated Attendance:				
Has Event Been Advertised? ☐ Yes ☐ No (If Yes, Where? Provide Info):				
Does Extra-Duty Detail Require the use of Marked Agency Vehicles?: ☐ Yes ☐ No				
STAFFING REQUIREMENTS				
The Davenport Police Department Reserves the Right to Require a Minimum Amount of Staffing for Events Based Upon, but Not Limited to, the Following Factors: Event Type, Event Location, and/or Anticipated Attendance.				
1. Extra-Duty Assignments at City of Davenport Owned Facilities or Any Other Facility (With Alcohol)				
# of Attendees: $1 - 150 = 1$ Officer Minimum # of Attendees: Over $150 = 2$ Officer Minimum				
2. Extra-Duty Assignments at City of Davenport Owned Facilities or Any Other Facility (Without Alcohol)				
# of Attendees: $1 - 200 = 1$ Officer Minimum # of Attendees: Over $200 = 2$ Officer Minimum				
3. One (1) Supervisor is Mandatory for Each Extra-Duty Assignment that Requires Six (6) to Ten (10) Officers				
4. Two (2) Supervisors are Mandatory for Each Extra-Duty Assignment that Requires Eleven (11) or More Officers				

Revised: 11/21/2023 Page 1 of 2



# DAVENPORT POLICE DEPARTMENT



Integrity \* Professionalism \* Service

# APPLICATION FOR EXTRA-DUTY EMPLOYMENT

JOB CLASSIFICATION INFORMATION		
Standard Extra-Duty: A Request Placed Four (4) or More Business Days in Advance of the Extra-Duty Employment		
• The Davenport Police Department does Not Guarantee the Ability to Staff Extra-Duty Employment Requests		
Minimum Extra-Duty Hours: 4	Hours	
Officer Pay Rate (Standard): \$4	10.00 / Hour (Per Officer)	
Supervisor Pay Rate (If Applicable): \$5	50.00 / Hour (Per Supervisor)	
The Supervisor Pay Rate will On	ly be Changed if a Supervisor is Required due	to Staffing Requirements
	FION / SPECIAL REQUESTS / OTHER CO HIS APPLICATION FOR EXTRA-DUTY E	
	NOTICE TO CUSTOMER	
Customers Wishing to Cancel an Approved Extra-Duty Employment Assignment are Required to Give a Minimum of Twenty-Four (24) Hour Notice of Cancellation to the Extra Duty Coordinator During Normal Business Hours.  Customers Failing to Give the Required Notice of Cancellation will be Charged a Minimum of Two (2) Hours per Officer / Supervisor Assigned to the Extra-Duty Employment Detail at the Applicable Pay Rate.  The Undersigned Agrees, Individually and On Behalf of the Named Applicant, to Promptly Pay for the Extra-Duty Employment Services Rendered. Furthermore, the Undersigned Agrees, Individually and On Behalf of the Named Applicant to Pay All Costs, Expenses and Attorney Fees Incurred in the Collection on Any Sums due Hereunder.  If Payment is Rendered via Check, a Separate Check must be Payable to Each Assigned Officer / Supervisor.		
ACKNOWLEDGEMENT		
I have read and understand the Extra-Duty Employment Notice to Customers and Agree to Application Terms		
Customer Signature (Individually	y and as Authorized Representative)	Date
AGENCY USE ONLY SECTION		
☐ Approved ☐ Disapproved, Reason(s):		
Reviewed By Signature / ID # Date		
# of Officers Assigned:	# of Supervisors Assigned:	# of Hours:
Total Cost of Detail:	Payment Received: ☐ Yes ☐ No	
Detail Completed: ☐ Yes ☐ No	Comments:	

Revised: 11/21/2023 Page 2 of 2

# **SECTION VIII**

# SECTION A

# **REBATE REPORT**

\$5,875,000

# East 547 Community Development District (City of Davenport, Florida)

Special Assessment Bonds, Series 2021 (Assessment Area One Project)

Dated: June 15, 2021 Delivered: June 15, 2021

Rebate Report to the Computation Date June 15, 2024 Reflecting Activity To June 15, 2024



# **TABLE OF CONTENTS**

AMTEC Opinion	3
Summary of Rebate Computations	4
Summary of Computational Information and Definitions	5
Methodology	7
Sources and Uses	8
Proof of Arbitrage Yield	9
Bond Debt Service	11
Arbitrage Rebate Calculation Detail Report – Acquisition & Construction Fund	13
Arbitrage Rebate Calculation Detail Report – Debt Service Reserve Fund	15
Arbitrage Rebate Calculation Detail Report – Capitalized Interest Fund	16
Arbitrage Rebate Calculation Detail Report – Costs of Issuance Account	17
Arbitrage Rebate Calculation Detail Report – Rebate Computation Credits	18



www.amteccorp.com

August 19, 2024

East 547 Community Development District c/o Ms. Katie Costa
Director of Operations – Accounting Division
Government Management Services – CF, LLC
6200 Lee Vista Boulevard, Suite 300
Orlando, FL 32822

Re: \$5,875,000 East 547 Community Development District (City of Davenport, Florida), Special Assessment Bonds, Series 2021 (Assessment Area One Project)

Dear Ms. Costa:

AMTEC has prepared certain computations relating to the above referenced bond issue (the "Bonds") at the request of the East 547 Community Development District (the "District").

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

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

We have scheduled our next Report as of June 30, 2025. Thank you and should you have any questions, please do not hesitate to contact us.

Very truly yours,

Michael J. Scarfo Senior Vice President Trong M. Tran

Assistant Vice President

# **SUMMARY OF REBATE COMPUTATIONS**

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

For the June 15, 2024 Computation Date Reflecting Activity from June 15, 2021 through June 15, 2024

Fund	Taxable	Net	Rebatable
Description	Inv Yield	Income	Arbitrage
Acquisition & Construction Fund	0.006015%	82.35	(49,658.64)
Debt Service Reserve Fund	2.595072%	12,224.20	(3,650.75)
Capitalized Interest Fund	0.004676%	1.37	(1,062.58)
Costs of Issuance Account	0.000000%	0.00	0.00
Totals	0.654345%	\$12,307.92	\$(54,371.97)
Bond Yield	3.337003%		
Rebate Computation Credits			(6,051.18)
	Net Rebatabl	le Arbitrage	\$(60,423.15)

Based upon our computations, no rebate liability exists.

# SUMMARY OF COMPUTATIONAL INFORMATION AND DEFINITIONS

## **COMPUTATIONAL INFORMATION**

- 1. For purposes of computing Rebatable Arbitrage, investment activity is reflected from June 15, 2021, the date of the closing, to June 15, 2024, the Computation Date. All nonpurpose payments and receipts are future valued to the Computation Date of June 15, 2024.
- 2. Computations of yield are based on a 360-day year and semiannual compounding on the last day of each compounding interval. Compounding intervals end on a day in the calendar year corresponding to Bond maturity dates or six months prior.
- 3. For investment cash flow, debt service and yield computation purposes, all payments and receipts are assumed to be paid or received respectively, as shown on the attached schedules.
- 4. Purchase prices on investments are assumed to be at fair market value, representing an arm's length transaction.
- 5. During the period between June 15, 2021 and June 15, 2024, the District made periodic payments into the Debt Service Fund that were used, along with the interest earned, to provide the required debt service payments.

Under Section 148(f)(4)(A), the rebate requirement does not apply to amounts in certain bona fide debt service funds. The Regulations define a bona fide debt service fund as one that is used primarily to achieve a proper matching of revenues with principal and interest payments within each bond year. The fund must be depleted at least once each bond year, except for a reasonable carryover amount not to exceed the greater of the earnings on the fund for the immediately preceding bond year or  $1/12^{th}$  of the principal and interest payments on the issue for the immediately preceding bond year.

We have reviewed the Debt Service Fund and have determined that the funds deposited have functioned as a bona fide debt service fund and are not subject to the rebate requirement.

6. In accordance with Page C-2 of the Arbitrage and Tax Certificate, Exhibit C (Arbitrage Rebate Covenants) the first (initial) Computation Date must be within 60 days of the end of the third Bond Year. After the first required payment date (Computation Date) the District must consistently treat either the last day of each Bond Year or the last day of each fifth Bond Year as the (subsequent) Computation Date(s). Therefore, for purposes of the arbitrage calculation, the first Computation Date is June 15, 2024.

## **DEFINITIONS**

# 7. Computation Date

June 15, 2024.

## 8. Computation Period

The period beginning on June 15, 2021, the date of the closing, and ending on June 15, 2024, the Computation Date.

#### 9. Bond Year

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

## 10. Bond Yield

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

#### 11. Taxable Investment Yield

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

#### 12. Issue Price

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

# 13. Rebatable Arbitrage

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

#### 14. Funds and Accounts

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

Funds / Accounts	Account Number
Revenue Account	268416000
Interest Fund	268416001
Sinking Fund Account	268416002
Debt Service Reserve Fund	268416003
Prepayment Account	268416004
Acquisition & Construction Fund	268416005

# **METHODOLOGY**

## **Bond Yield**

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

## **Investment Yield and Rebate Amount**

The methodology used to calculate the Rebatable Arbitrage, as of June 15, 2024, was to calculate the future value of the disbursements from all funds, subject to rebate, and the value of the remaining bond proceeds, at the yield on the Bonds, to June 15, 2024. This figure was then compared to the future value of the deposit of bond proceeds into the various investment accounts at the same yield. The difference between the future values of the two cash flows, on June 15, 2024, is the Rebatable Arbitrage.

# East 547 Community Development District (City of Davenport, Florida)

# Special Assessment Bonds, Series 2021 (Assessment Area One Project)

Delivered: June 15, 2021

# Sources of Funds

Par Amount	\$5,875,000.00
Net Original Issue Premium	108,119.05
Total	\$5,983,119.05

# **Uses of Funds**

Acquisition & Construction Fund	\$5,426,746.43
Debt Service Reserve Fund	163,043.75
Capitalized Interest Fund	77,548.33
Costs of Issuance Account	198,280.54
Underwriter's Discount	117,500.00
Total	\$5,983,119.05

Prepared by AMTEC (Finance 8.901)

#### PROOF OF ARBITRAGE YIELD

\$5,875,000
East 547 Community Development District (City of Davenport, Florida)
Special Assessment Bonds, Series 2021 (Assessment Area One Project)

		Present Value to 06/15/2021
Date	Debt Service	@ 3.3370032389%
11/01/2021	77,548.33	76,584.82
05/01/2022	222,637.50	216,262.96
11/01/2022	101,137.50	96,629.48
05/01/2023	226,137.50	212,512.06
11/01/2023	99,575.00	92,039.63
05/01/2024	224,575.00	204,173.58
11/01/2024	98,012.50	87,646.22
05/01/2025	228,012.50	200,550.59
11/01/2025	96,387.50	83,387.24
05/01/2026	231,387.50	196,893.94
11/01/2026	94,700.00	79,260.35
05/01/2027	229,700.00	189,095.24
11/01/2027	92,675.00	75,040.51
05/01/2028	232,675.00	185,308.99
11/01/2028	90,575.00	70,952.66
05/01/2029	235,575.00	181,511.07
11/01/2029	88,400.00	66,994.59
05/01/2030	238,400.00	177,708.14
11/01/2030	86,150.00	63,164.04
05/01/2031	2,906,150.00	2,095,782.68
11/01/2031	30,525.00	21,651.97
05/01/2032	190,525.00	132,925.21
11/01/2032	27,885.00	19,135.49
05/01/2033	192,885.00	130,191.01
11/01/2033	25,162.50	16,705.13
05/01/2034	195,162.50	127,440.09
11/01/2034	22,357.50	14,359.74
05/01/2035	197,357.50	124,678.19
11/01/2035	19,470.00	12,098.08
05/01/2036	199,470.00	121,910.63
11/01/2036	16,500.00	9,918.85
05/01/2037	201,500.00	119,142.36
11/01/2037	13,447.50	7,820.71
05/01/2038	208,447.50	119,238.08
11/01/2038	10,230.00	5,755.82
05/01/2039	210,230.00	116,342.97
11/01/2039	6,930.00	3,772.18
05/01/2040	211,930.00	113,465.82
11/01/2040	3,547.50	1,868.14
05/01/2041	218,547.50	113,199.79
	8,102,520.83	5,983,119.05

# Proceeds Summary

Delivery date	06/15/2021
Par Value	5,875,000.00
Premium (Discount)	108,119.05
Target for yield calculation	5,983,119.05

Prepared by AMTEC (Finance 8.901)

#### PROOF OF ARBITRAGE YIELD

#### \$5,875,000

East 547 Community Development District (City of Davenport, Florida) Special Assessment Bonds, Series 2021 (Assessment Area One Project)

# Assumed Call/Computation Dates for Premium Bonds

Bond Component	Maturity Date	Rate	Yield	Call Date	Call Price	Yield To Call/Maturity
TERM04	05/01/2042	4.000%	3.510%	05/01/2031	100.000	3.5107804%
TERM04	05/01/2043	4.000%	3.510%	05/01/2031	100.000	3.5107804%
TERM04	05/01/2044	4.000%	3.510%	05/01/2031	100.000	3.5107804%
TERM04	05/01/2045	4.000%	3.510%	05/01/2031	100.000	3.5107804%
TERM04	05/01/2046	4.000%	3.510%	05/01/2031	100.000	3.5107804%
TERM04	05/01/2047	4.000%	3.510%	05/01/2031	100.000	3.5107804%
TERM04	05/01/2048	4.000%	3.510%	05/01/2031	100.000	3.5107804%
TERM04	05/01/2049	4.000%	3.510%	05/01/2031	100.000	3.5107804%
TERM04	05/01/2050	4.000%	3.510%	05/01/2031	100.000	3.5107804%
TERM04	05/01/2051	4.000%	3.510%	05/01/2031	100.000	3.5107804%

## Rejected Call/Computation Dates for Premium Bonds

Bond Component	Maturity Date	Rate	Yield	Call Date	Call Price	Yield To Call/Maturity	Increase to Yield
TERM04	05/01/2042	4.000%	3.510%			3.7190894%	0.2083089%
TERM04	05/01/2043	4.000%	3.510%			3.7273820%	0.2166016%
TERM04	05/01/2044	4.000%	3.510%			3.7349094%	0.2241289%
TERM04	05/01/2045	4.000%	3.510%			3.7417678%	0.2309874%
TERM04	05/01/2046	4.000%	3.510%			3.7480382%	0.2372578%
TERM04	05/01/2047	4.000%	3.510%			3.7537891%	0.2430086%
TERM04	05/01/2048	4.000%	3.510%			3.7590785%	0.2482981%
TERM04	05/01/2049	4.000%	3.510%			3.7639565%	0.2531761%
TERM04	05/01/2050	4.000%	3.510%			3.7684661%	0.2576856%
TERM04	05/01/2051	4.000%	3.510%			3.7726444%	0.2618640%

Prepared by AMTEC (Finance 8.901)

#### BOND DEBT SERVICE

## \$5,875,000 East 547 Community Development District (City of Davenport, Florida) Special Assessment Bonds, Series 2021 (Assessment Area One Project)

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
06/15/2021					_
11/01/2021			77,548.33	77,548.33	
05/01/2022	120,000	2.500%	102,637.50	222,637.50	300,185.83
11/01/2022			101,137.50	101,137.50	
05/01/2023	125,000	2.500%	101,137.50	226,137.50	327,275.00
11/01/2023			99,575.00	99,575.00	
05/01/2024	125,000	2.500%	99,575.00	224,575.00	324,150.00
11/01/2024			98,012.50	98,012.50	
05/01/2025	130,000	2.500%	98,012.50	228,012.50	326,025.00
11/01/2025			96,387.50	96,387.50	
05/01/2026	135,000	2.500%	96,387.50	231,387.50	327,775.00
11/01/2026			94,700.00	94,700.00	
05/01/2027	135,000	3.000%	94,700.00	229,700.00	324,400.00
11/01/2027			92,675.00	92,675.00	
05/01/2028	140,000	3.000%	92,675.00	232,675.00	325,350.00
11/01/2028			90,575.00	90,575.00	
05/01/2029	145,000	3.000%	90,575.00	235,575.00	326,150.00
11/01/2029			88,400.00	88,400.00	
05/01/2030	150,000	3.000%	88,400.00	238,400.00	326,800.00
11/01/2030			86,150.00	86,150.00	
05/01/2031	155,000	3.000%	86,150.00	241,150.00	327,300.00
11/01/2031			83,825.00	83,825.00	
05/01/2032	160,000	3.300%	83,825.00	243,825.00	327,650.00
11/01/2032			81,185.00	81,185.00	
05/01/2033	165,000	3.300%	81,185.00	246,185.00	327,370.00
11/01/2033			78,462.50	78,462.50	
05/01/2034	170,000	3.300%	78,462.50	248,462.50	326,925.00
11/01/2034	155.000	2 2000/	75,657.50	75,657.50	22621500
05/01/2035	175,000	3.300%	75,657.50	250,657.50	326,315.00
11/01/2035	100.000	2 2000/	72,770.00	72,770.00	225 540 00
05/01/2036	180,000	3.300%	72,770.00	252,770.00	325,540.00
11/01/2036	105.000	2 2000/	69,800.00	69,800.00	224 (00 00
05/01/2037	185,000	3.300%	69,800.00	254,800.00	324,600.00
11/01/2037	195,000	3.300%	66,747.50 66,747.50	66,747.50 261,747.50	328,495.00
05/01/2038 11/01/2038	193,000	3.300%	63,530.00	63,530.00	328,493.00
05/01/2039	200,000	3.300%	63,530.00	263,530.00	327,060.00
11/01/2039	200,000	3.300%	60,230.00	60,230.00	327,000.00
05/01/2040	205,000	3.300%	60,230.00	265,230.00	325,460.00
11/01/2040	203,000	3.30070	56,847.50	56,847.50	323,400.00
05/01/2041	215,000	3.300%	56,847.50	271,847.50	328,695.00
11/01/2041	213,000	3.30070	53,300.00	53,300.00	320,073.00
05/01/2042	220,000	4.000%	53,300.00	273,300.00	326,600.00
11/01/2042	220,000	1100070	48,900.00	48,900.00	520,000.00
05/01/2043	230,000	4.000%	48,900.00	278,900.00	327,800.00
11/01/2043	,		44,300.00	44,300.00	,
05/01/2044	240,000	4.000%	44,300.00	284,300.00	328,600.00
11/01/2044	-,		39,500.00	39,500.00	,
05/01/2045	250,000	4.000%	39,500.00	289,500.00	329,000.00
11/01/2045	,		34,500.00	34,500.00	,
05/01/2046	260,000	4.000%	34,500.00	294,500.00	329,000.00
11/01/2046	- /		29,300.00	29,300.00	,
05/01/2047	270,000	4.000%	29,300.00	299,300.00	328,600.00
11/01/2047	•		23,900.00	23,900.00	•
05/01/2048	280,000	4.000%	23,900.00	303,900.00	327,800.00
11/01/2048			18,300.00	18,300.00	
05/01/2049	295,000	4.000%	18,300.00	313,300.00	331,600.00

Prepared by AMTEC (Finance 8.901)

#### BOND DEBT SERVICE

# \$5,875,000 East 547 Community Development District (City of Davenport, Florida) Special Assessment Bonds, Series 2021 (Assessment Area One Project)

Annual Debt Service	Debt Service	Interest	Coupon	Principal	Period Ending
	12,400.00	12,400.00			11/01/2049
329,800.00	317,400.00	12,400.00	4.000%	305,000	05/01/2050
	6,300.00	6,300.00			11/01/2050
327,600.00	321,300.00	6,300.00	4.000%	315,000	05/01/2051
9,789,920.83	9,789,920.83	3,914,920.83		5,875,000	

East 547 Community Development District (City of Davenport, Florida)

Special Assessment Bonds, Series 2021

(Assessment Area One Project)

Acquisition & Construction Fund

# ARBITRAGE REBATE CALCULATION DETAIL REPORT

			FUTURE VALUE @
		RECEIPTS	BOND YIELD OF
DATE	DESCRIPTION	(PAYMENTS)	(3.337003%)
06/15/21	Beg Bal	-5,426,746.43	-5,993,190.29
06/13/21	bcg bar	67,305.94	74,310.84
06/18/21		361,477.84	399,098.82
06/18/21		5,000.00	5,520.38
06/21/21		693.50	765.47
06/28/21		509,477.27	561,984.49
07/09/21		407,243.23	448,760.09
08/17/21		1,681.25	1,846.19
08/19/21		575,153.91	631,462.32
08/19/21		186.25	204.48
08/30/21		362,897.72	398,023.24
08/30/21		424,782.17	465,897.60
08/30/21		144.00	157.94
09/13/21		302,102.29	330,947.57
10/08/21		6,750.00	7,377.53
10/08/21		448,309.93	489,987.97
10/08/21		27,079.70	29,597.22
10/08/21		2,000.00	2,185.93
10/08/21		437.50	478.17
10/18/21		215,795.52	235,640.67
10/27/21		7,150.00	7,801.08
10/27/21		517,136.59	564,226.87
11/18/21		115,197.81	125,445.27
11/19/21		116,730.00	127,102.07
11/19/21		5,149.00	5,606.52
11/19/21		10,150.00	11,051.88
11/19/21		21,500.00	23,410.39
11/19/21		2,010.00	2,188.60
12/01/21		352,276.42	383,155.12
12/01/21		210,121.70	228,539.86
12/14/21		1,400.00	1,520.90
12/14/21		15,506.00	16,845.03
12/27/21		169,273.63	183,671.73
12/27/21		161,658.09	175,408.43
12/27/21	do minimi	3,050.00	3,309.43
09/30/23	de minimis	1.52 	1.56
06/15/24	TOTALS:	82.35	-49,658.64

ISSUE DATE: 06/15/21 REBATABLE ARBITRAGE: -49,658.64 COMP DATE: 06/15/24 NET INCOME: 82.35 BOND YIELD: 3.337003% TAX INV YIELD: 0.006015%

East 547 Community Development District (City of Davenport, Florida)
Special Assessment Bonds, Series 2021
(Assessment Area One Project)
Debt Service Reserve Fund

# ARBITRAGE REBATE CALCULATION DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (3.337003%)
DATE  06/15/21 07/02/21 08/03/21 09/02/21 10/04/21 11/02/21 12/02/21 12/30/21 01/04/22 02/02/22 03/02/22 04/04/22 05/03/22 06/02/22 07/05/22	DESCRIPTION Beg Bal	(PAYMENTS) -163,043.75 0.43 0.83 0.80 0.83 0.81 0.02 0.83 0.83 0.75 0.84 0.80 41.10 93.85	(3.337003%) -180,062.26 0.47 0.91 0.91 0.87 0.91 0.88 0.02 0.90 0.90 0.90 0.81 0.90 0.86 43.96 100.09
08/02/22 09/02/22 10/04/22 11/02/22 12/02/22 01/04/23 02/02/23 03/02/23 04/04/23 05/01/23 05/02/23 06/02/23 07/05/23		163.86 246.83 281.97 369.31 450.07 508.49 541.41 518.94 586.60 2,683.75 592.36 633.82 620.37	174.32 261.86 298.26 389.64 473.54 533.44 566.51 541.50 610.31 2,785.30 614.72 655.93 640.07
08/01/23 08/02/23 09/05/23 10/03/23 11/01/23 11/02/23 12/04/23 12/22/23 01/03/24 02/01/24 02/02/24 03/04/24 04/02/24 05/01/24 05/02/24 06/04/24		9,117.50 648.17 634.73 614.65 17,786.25 636.39 544.71 0.13 562.69 2,308.76 559.98 512.64 546.85 5,247.50 528.06 524.09	9,384.52 667.09 651.28 629.06 18,156.31 649.57 554.36 0.13 571.13 2,337.38 566.87 517.42 550.53 5,268.77 530.15 524.62

East 547 Community Development District (City of Davenport, Florida)
Special Assessment Bonds, Series 2021
(Assessment Area One Project)
Debt Service Reserve Fund

# ARBITRAGE REBATE CALCULATION DETAIL REPORT

DATE	DES	CRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (3.337003%)
06/15/24 06/15/24	Bal Acc		125,900.00 253.52	125,900.00 253.52
06/15/24	TOT	ALS:	12,224.20	-3,650.75
ISSUE DAT		06/15/21 06/15/24	REBATABLE ARBITRAGE: NET INCOME:	-3,650.75 12,224.20

BOND YIELD: 3.337003% TAX INV YIELD: 2.595072%

East 547 Community Development District (City of Davenport, Florida)
Special Assessment Bonds, Series 2021
(Assessment Area One Project)
Capitalized Interest Fund

# ARBITRAGE REBATE CALCULATION DETAIL REPORT

			FUTURE VALUE @
		RECEIPTS	BOND YIELD OF
DATE	DESCRIPTION	(PAYMENTS)	(3.337003%)
06/15/21	Beg Bal	-77,548.33	-85,642.83
07/02/21		0.20	0.22
08/18/21		-0.01	-0.01
09/02/21		0.40	0.44
10/04/21		0.38	0.42
11/01/21		77,548.33	84,578.75
12/01/21		0.39	0.42
05/02/22		-102,637.49	-110,095.22
05/02/22		102,637.50	110,095.23
06/15/24	TOTALS:	1.37	-1,062.58

ISSUE DATE: 06/15/21 REBATABLE ARBITRAGE: -1,062.58
COMP DATE: 06/15/24 NET INCOME: 1.37
BOND YIELD: 3.337003% TAX INV YIELD: 0.004676%

East 547 Community Development District (City of Davenport, Florida)
Special Assessment Bonds, Series 2021
(Assessment Area One Project)
Costs of Issuance Account

# ARBITRAGE REBATE CALCULATION DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (3.337003%)
06/15/21 06/15/21	Beg Bal	-198,280.54 198,280.54	-218,977.07 218,977.07
06/15/24	TOTALS:	0.00	0.00
ISSUE DATE COMP DATE BOND YIELD	: 06/15/24	REBATABLE ARBITRAGE: NET INCOME: TAX INV YIELD:	0.00 0.00 0.00000%

East 547 Community Development District (City of Davenport, Florida) Special Assessment Bonds, Series 2021 (Assessment Area One Project) Rebate Computation Credits

# ARBITRAGE REBATE CALCULATION DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (3.337003%)
06/15/22 06/15/23 06/15/24		-1,830.00 -1,960.00 -2,070.00	-1,955.23 -2,025.95 -2,070.00
06/15/24	TOTALS:	-5,860.00	-6,051.18

ISSUE DATE: 06/15/21 REBATABLE ARBITRAGE: -6,051.18

COMP DATE: 06/15/24 BOND YIELD: 3.337003%

# SECTION B

# **REBATE REPORT**

\$7,245,000

# East 547 Community Development District (City of Davenport, Florida)

Special Assessment Bonds, Series 2023 (Assessment Area Two Project)

Dated: October 12, 2023 Delivered: October 12, 2023

Rebate Report to the Computation Date October 12, 2028 Reflecting Activity To July 31, 2024



#### TABLE OF CONTENTS

AMTEC Opinion	3
Summary of Rebate Computations	4
Summary of Computational Information and Definitions	5
Methodology	7
Sources and Uses	8
Proof of Arbitrage Yield	9
Bond Debt Service	11
Arbitrage Rebate Calculation Detail Report – Acquisition & Construction Fund	13
Arbitrage Rebate Calculation Detail Report – Debt Service Reserve Fund	15
Arbitrage Rebate Calculation Detail Report – Capitalized Interest Fund	16
Arbitrage Rebate Calculation Detail Report – Costs of Issuance Account	17



www.amteccorp.com

August 19, 2024

East 547 Community Development District c/o Ms. Katie Costa
Director of Operations – Accounting Division
Government Management Services – CF, LLC
6200 Lee Vista Boulevard, Suite 300
Orlando, FL 32822

Re: \$7,245,000 East 547 Community Development District (City of Davenport, Florida), Special Assessment Bonds, Series 2023 (Assessment Area Two Project)

Dear Ms. Costa:

AMTEC has prepared certain computations relating to the above referenced bond issue (the "Bonds") at the request of the East 547 Community Development District (the "District").

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

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

We have scheduled our next Report as of October 31, 2024. Thank you and should you have any questions, please do not hesitate to contact us.

Very truly yours,

Michael J. Scarfo Senior Vice President Trong M. Tran

Assistant Vice President

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

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

For the October 12, 2028 Computation Date Reflecting Activity from October 12, 2023 through July 31, 2024

Fund Description	Taxable Inv Yield	Net Income	Rebatable Arbitrage
Acquisition & Construction Fund	5.003241%	175,037.29	(64,973.40)
Debt Service Reserve Fund	5.490851%	11,906.45	(2,606.02)
Capitalized Interest Fund	4.992811%	6,935.75	(2,641.16)
Costs of Issuance Account	4.994058%	53.30	(20.43)
Totals	5.030205%	\$193,932.79	\$(70,241.01)
Bond Yield	6.425570%		

Based upon our computations, no rebate liability exists.

#### SUMMARY OF COMPUTATIONAL INFORMATION AND DEFINITIONS

#### **COMPUTATIONAL INFORMATION**

- 1. For purposes of computing Rebatable Arbitrage, investment activity is reflected from October 12, 2023, the date of the closing, to July 31, 2024, the Computation Period. All nonpurpose payments and receipts are future valued to the Computation Date of October 12, 2028.
- 2. Computations of yield are based on a 360-day year and semiannual compounding on the last day of each compounding interval. Compounding intervals end on a day in the calendar year corresponding to Bond maturity dates or six months prior.
- 3. For investment cash flow, debt service and yield computation purposes, all payments and receipts are assumed to be paid or received respectively, as shown on the attached schedules.
- 4. Purchase prices on investments are assumed to be at fair market value, representing an arm's length transaction.
- 5. During the period between October 12, 2023 and July 31, 2024, the District made periodic payments into the Debt Service Fund that were used, along with the interest earned, to provide the required debt service payments.

Under Section 148(f)(4)(A), the rebate requirement does not apply to amounts in certain bona fide debt service funds. The Regulations define a bona fide debt service fund as one that is used primarily to achieve a proper matching of revenues with principal and interest payments within each bond year. The fund must be depleted at least once each bond year, except for a reasonable carryover amount not to exceed the greater of the earnings on the fund for the immediately preceding bond year or  $1/12^{th}$  of the principal and interest payments on the issue for the immediately preceding bond year.

We have reviewed the Debt Service Fund and have determined that the funds deposited have functioned as a bona fide debt service fund and are not subject to the rebate requirement.

#### **DEFINITIONS**

#### 6. Computation Date

October 12, 2028.

#### 7. Computation Period

The period beginning on October 12, 2023, the date of the closing, and ending on July 31, 2024.

#### 8. Bond Year

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

#### 9. Bond Yield

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

#### 10. Taxable Investment Yield

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

#### 11. Issue Price

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

#### 12. Rebatable Arbitrage

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

#### 13. Funds and Accounts

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

Funds / Accounts	Account Number
Revenue Account	226453000
Interest Fund	226543001
Sinking Fund Account	226453002
Debt Service Reserve Fund	226453004
Prepayment Account	226453003
Acquisition & Construction Fund	226453005
Costs of Issuance Account	226453006

#### **METHODOLOGY**

#### **Bond Yield**

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

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

The methodology used to calculate the Rebatable Arbitrage, as of July 31, 2024, was to calculate the future value of the disbursements from all funds, subject to rebate, and the value of the remaining bond proceeds, at the yield on the Bonds, to October 12, 2028. This figure was then compared to the future value of the deposit of bond proceeds into the various investment accounts at the same yield. The difference between the future values of the two cash flows, on October 12, 2028, is the Rebatable Arbitrage.

## East 547 Community Development District (City of Davenport, Florida)

#### Special Assessment Bonds, Series 2023 (Assessment Area Two Project)

Delivered: October 12, 2023

#### Sources of Funds

Par Amount	\$7,245,000.00
Net Original Issue Discount	-18,526.00
Total	\$7,226,474.00

#### Uses of Funds

Acquisition & Construction Fund	\$6,364,190.46
Debt Service Reserve Fund	273,225.00
Capitalized Interest Fund	253,683.54
Costs of Issuance Account	190,475.00
Underwriter's Discount	144,900.00
Total	\$7,226,474.00

Prepared by AMTEC (Finance 8.901)

#### PROOF OF ARBITRAGE YIELD

## \$7,245,000 East 547 Community Development District (City of Davenport, Florida) Special Assessment Bonds, Series 2023

(Assessment Area Two Project)

Present Value to 10/12/2023 Date Debt Service @ 6.4255703501% 05/01/2024 253,683.54 244,967.88 11/01/2024 229,462.50 214,681.73 05/01/2025 319,462.50 289,580.79 11/01/2025 226,987.50 316,987.50 199,350.95 269,727.36 05/01/2026 11/01/2026 224,512.50 185,092.96 05/01/2027 324,512.50 259,207.34 11/01/2027 221,762.50 171,621.02 05/01/2028 326,762.50 245,008.46 218,875.00 159,005.28 11/01/2028 05/01/2029 328,875.00 231,479.61 11/01/2029 215,850.00 147,197.50 05/01/2030 330,850.00 218,597.92 11/01/2030 212,687.50 136,151.79 05/01/2031 332,687.50 206,340.45 11/01/2031 208,937.50 125,554.07 05/01/2032 338,937.50 197,333.36 11/01/2032 204,875.00 115,567.67 05/01/2033 344,875.00 188,484.49 200,500.00 11/01/2033 106,168.28 177,253.56 05/01/2034 345,500.00 11/01/2034 195,968.75 97,409.26 05/01/2035 11/01/2035 350,968.75 169,023.99 191,125.00 89,179.27 05/01/2036 160,996.11 356,125.00 11/01/2036 185,968.75 81,455.31 05/01/2037 360,968.75 153,184.75 11/01/2037 180,500.00 74,214.65 05/01/2038 370,500.00 147,593.47 11/01/2038 174,562.50 67,374.63 05/01/2039 374,562.50 140,067.13 11/01/2039 168,312.50 60,981.04 05/01/2040 383,312.50 134,554.40 11/01/2040 161,593.75 54,958.64 05/01/2041 391,593.75 129,036.83 11/01/2041 154,406.25 49,295.73 05/01/2042 394,406.25 121,998.57 11/01/2042 146,906.25 44,026.86 05/01/2043 401,906.25 116,699.42 138,937.50 413,937.50 39,086.78 11/01/204305/01/2044 112,826.66 130,000.00 11/01/2044 34,331.03 05/01/2045 425,000.00 108,742.39 11/01/2045 05/01/2046 120,412.50 435,412.50 29,850.25 104,578.85 11/01/2046 110,175.00 25,638.49 05/01/2047 445,175.00 100,370.65 99,287.50 21,688.88 11/01/2047 05/01/2048 454,287.50 96,147.89 11/01/2048 87,750.00 17,993.79 05/01/2049 467,750.00 92,929.97 11/01/2049 75,400.00 14,513.76 05/01/2050 480,400.00 89,593.81 11/01/2050 62,237.50 11,245.88 05/01/2051 497,237.50 87,050.62 11/01/2051 48,100.00 8,158.67 05/01/2052 508,100.00 83,500.71

Prepared by AMTEC (Finance 8.901)

#### PROOF OF ARBITRAGE YIELD

#### \$7,245,000 East 547 Community Development District

(City of Davenport, Florida)
Special Assessment Bonds, Series 2023
(Assessment Area Two Project)

Date	Debt Service	Present Value to 10/12/2023 @ 6.4255703501%
11/01/2052	33,150.00	5,278.26
05/01/2053	528,150.00	81,476.30
11/01/2053	17,062.50	2,550.25
05/01/2054	542,062.50	78,497.60
	16,791,296.04	7,226,474.00

#### Proceeds Summary

Delivery date	10/12/2023
Par Value	7,245,000.00
Premium (Discount)	-18,526.00
Target for yield calculation	7 226 474 00

Prepared by AMTEC (Finance 8.901)

#### BOND DEBT SERVICE

## \$7,245,000 East 547 Community Development District (City of Davenport, Florida) Special Assessment Bonds, Series 2023 (Assessment Area Two Project)

Period					Annual
Ending	Principal	Coupon	Interest	Debt Service	Debt Service
10/12/2023					
05/01/2024			253,683.54	253,683.54	253,683.54
11/01/2024			229,462.50	229,462.50	255,005.51
05/01/2025	90,000	5.500%	229,462.50	319,462.50	548,925.00
11/01/2025	70,000	3.30070	226,987.50	226,987.50	310,723.00
05/01/2026	90,000	5.500%	226,987.50	316,987.50	543,975.00
11/01/2026	,0,000	2.20070	224,512.50	224,512.50	5 .5,5 75.00
05/01/2027	100,000	5.500%	224,512.50	324,512.50	549,025.00
11/01/2027	,		221,762.50	221,762.50	,
05/01/2028	105,000	5.500%	221,762.50	326,762.50	548,525.00
11/01/2028	,		218,875.00	218,875.00	,
05/01/2029	110,000	5.500%	218,875.00	328,875.00	547,750.00
11/01/2029	- /		215,850.00	215,850.00	,
05/01/2030	115,000	5.500%	215,850.00	330,850.00	546,700.00
11/01/2030			212,687.50	212,687.50	
05/01/2031	120,000	6.250%	212,687.50	332,687.50	545,375.00
11/01/2031			208,937.50	208,937.50	
05/01/2032	130,000	6.250%	208,937.50	338,937.50	547,875.00
11/01/2032			204,875.00	204,875.00	
05/01/2033	140,000	6.250%	204,875.00	344,875.00	549,750.00
11/01/2033			200,500.00	200,500.00	
05/01/2034	145,000	6.250%	200,500.00	345,500.00	546,000.00
11/01/2034			195,968.75	195,968.75	
05/01/2035	155,000	6.250%	195,968.75	350,968.75	546,937.50
11/01/2035			191,125.00	191,125.00	
05/01/2036	165,000	6.250%	191,125.00	356,125.00	547,250.00
11/01/2036			185,968.75	185,968.75	
05/01/2037	175,000	6.250%	185,968.75	360,968.75	546,937.50
11/01/2037			180,500.00	180,500.00	
05/01/2038	190,000	6.250%	180,500.00	370,500.00	551,000.00
11/01/2038			174,562.50	174,562.50	
05/01/2039	200,000	6.250%	174,562.50	374,562.50	549,125.00
11/01/2039			168,312.50	168,312.50	
05/01/2040	215,000	6.250%	168,312.50	383,312.50	551,625.00
11/01/2040			161,593.75	161,593.75	
05/01/2041	230,000	6.250%	161,593.75	391,593.75	553,187.50
11/01/2041			154,406.25	154,406.25	
05/01/2042	240,000	6.250%	154,406.25	394,406.25	548,812.50
11/01/2042			146,906.25	146,906.25	
05/01/2043	255,000	6.250%	146,906.25	401,906.25	548,812.50
11/01/2043	275 000	C 5000/	138,937.50	138,937.50	552.055.00
05/01/2044	275,000	6.500%	138,937.50	413,937.50	552,875.00
11/01/2044	205.000	C 5000/	130,000.00	130,000.00	555,000,00
05/01/2045	295,000	6.500%	130,000.00	425,000.00	555,000.00
11/01/2045	315,000	6.500%	120,412.50	120,412.50	555 925 00
05/01/2046	313,000	0.300%	120,412.50	435,412.50	555,825.00
11/01/2046	225 000	6.500%	110,175.00	110,175.00	555 250 00
05/01/2047 11/01/2047	335,000	0.300%	110,175.00 99,287.50	445,175.00 99,287.50	555,350.00
05/01/2048	355,000	6.500%	99,287.50	454,287.50	553,575.00
11/01/2048	333,000	0.30076	87,750.00		333,373.00
05/01/2049	380,000	6.500%	87,750.00 87,750.00	87,750.00 467,750.00	555,500.00
11/01/2049	300,000	0.50070	75,400.00	75,400.00	222,200.00
05/01/2050	405,000	6.500%	75,400.00	480,400.00	555,800.00
11/01/2050	405,000	0.50070	62,237.50	62,237.50	333,000.00
05/01/2051	435,000	6.500%	62,237.50	497,237.50	559,475.00
11/01/2051	755,000	0.50070	48,100.00	48,100.00	557,775.00
05/01/2052	460,000	6.500%	48,100.00	508,100.00	556,200.00
	,	2.20070	,	,	,200.00

Prepared by AMTEC (Finance 8.901)

#### BOND DEBT SERVICE

# \$7,245,000 East 547 Community Development District (City of Davenport, Florida) Special Assessment Bonds, Series 2023 (Assessment Area Two Project)

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
11/01/2052			33,150.00	33,150.00	
05/01/2053	495,000	6.500%	33,150.00	528,150.00	561,300.00
11/01/2053			17,062.50	17,062.50	
05/01/2054	525,000	6.500%	17,062.50	542,062.50	559,125.00
	7,245,000		9,546,296.04	16,791,296.04	16,791,296.04

East 547 Community Development District (City of Davenport, Florida) Special Assessment Bonds, Series 2023 (Assessment Area Two Project) Acquisition & Construction Fund

#### ARBITRAGE REBATE CALCULATION DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (6.425570%)
DAIE	DESCRIPTION	(LAIMENIS)	(0.425570%)
10/12/23	Beg Bal	-6,364,190.46	-8,731,284.59
10/31/23		557.50	762.44
10/31/23		553,088.68	756,408.49
11/02/23		-742.43	-1,015.00
11/10/23		107,257.96	146,429.37
12/04/23		-1,115.18	-1,516.05
12/05/23		375.00	509.71
12/05/23		363.00	493.40
12/05/23		114,032.02	154,995.13
12/08/23		-557.50	-757.37
12/20/23		316.50	429.06
12/20/23		69,043.70	93,598.92
12/22/23		-0.27	-0.37 46,675.02
12/29/23 01/03/24		34,484.54 -1,151.99	-1,558.13
01/03/24		29,250.00	39,451.18
01/19/24		152.50	205.69
01/19/24		344,405.79	464,520.18
01/19/24		500.00	674.38
01/23/24		133,206.53	179,537.21
02/02/24		-1,146.44	-1,542.74
02/02/24		1,665.00	2,240.56
02/21/24		403,978.26	541,814.51
02/21/24		88.50	118.70
02/21/24		610.00	818.13
02/21/24		21,612.50	28,986.62
02/26/24		870.00	1,165.82
02/26/24		289,873.52	388,436.20
03/04/24		-1,068.01	-1,429.14
03/05/24		20,253.93	27,097.78
03/06/24		35,512.62	47,504.08
03/12/24		31,800.00	42,493.01
03/20/24		315,852.96	421,468.35
04/02/24		-1,139.27	-1,517.02
04/02/24		21,446.50	28,557.55
04/02/24 04/03/24		47,316.41 972.50	63,005.18
04/03/24		900.00	1,294.73 1,198.20
04/05/24		729,976.52	969,628.07
04/16/24		56,730.77	75,355.50
04/16/24		6,963.50	9,249.62
05/02/24		-1,100.13	-1,457.20
05/03/24		20,253.92	26,823.06
05/09/24		41,904.16	55,436.86
05/09/24		57,600.00	76,201.57
05/22/24		57.00	75.24
06/04/24		-1,137.35	-1,498.06

East 547 Community Development District (City of Davenport, Florida) Special Assessment Bonds, Series 2023 (Assessment Area Two Project) Acquisition & Construction Fund

#### ARBITRAGE REBATE CALCULATION DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (6.425570%)
07/02/24 07/10/24 07/24/24 07/31/24 07/31/24	Bal Acc	-1,100.34 36,164.97 106,459.50 2,900,985.12 12,604.78	-1,442.20 47,334.24 138,996.41 3,783,614.50 16,439.80
10/12/28	TOTALS:	175,037.29	-64,973.40
ISSUE DAT COMP DATE BOND YIEL	: 10/12/28	REBATABLE ARBITRAGE: NET INCOME: TAX INV YIELD:	-64,973.40 175,037.29 5.003241%

East 547 Community Development District (City of Davenport, Florida)
Special Assessment Bonds, Series 2023
(Assessment Area Two Project)
Debt Service Reserve Fund

#### ARBITRAGE REBATE CALCULATION DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (6.425570%)
10/12/23 11/02/23 11/22/23 12/04/23 01/03/24 02/02/24 03/04/24 03/04/24 04/02/24 05/02/24 06/04/24 07/02/24 07/31/24	Beg Bal  Bal Acc	-273,225.00 742.43 0.27 1,115.18 1,151.99 1,146.44 1,068.01 1,068.01 1,139.27 1,100.13 1,137.35 1,100.34 273,225.01 1,137.02	-374,848.18 1,015.00 0.37 1,516.05 1,558.13 1,542.74 1,429.14 1,429.14 1,517.02 1,457.20 1,498.06 1,442.20 356,354.16 1,482.96
10/12/28	TOTALS:	11,906.45	-2,606.02

ISSUE DATE: 10/12/23 REBATABLE ARBITRAGE: -2,606.02 COMP DATE: 10/12/28 NET INCOME: 11,906.45 BOND YIELD: 6.425570% TAX INV YIELD: 5.490851%

East 547 Community Development District (City of Davenport, Florida)
Special Assessment Bonds, Series 2023
(Assessment Area Two Project)
Capitalized Interest Fund

#### ARBITRAGE REBATE CALCULATION DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (6.425570%)
10/12/23 11/02/23 12/04/23 12/22/23 01/03/24 02/02/24 03/04/24 04/02/24 05/01/24 05/02/24 05/28/24 06/04/24 07/02/24 07/31/24	Beg Bal  Bal  Acc	-253,683.54 689.33 1,035.42 0.25 1,069.59 1,064.45 991.62 1,057.79 253,683.54 1,021.45 -653.30 0.49 2.63 653.31 2.72	-348,038.48 942.40 1,407.62 0.34 1,446.68 1,432.41 1,326.92 1,408.52 336,081.12 1,352.98 -861.40 0.65 3.45 852.08
10/12/28	TOTALS:	6,935.75	-2,641.16

ISSUE DATE: 10/12/23 REBATABLE ARBITRAGE: -2,641.16 COMP DATE: 10/12/28 NET INCOME: 6,935.75 BOND YIELD: 6.425570% TAX INV YIELD: 4.992811%

East 547 Community Development District (City of Davenport, Florida)
Special Assessment Bonds, Series 2023
(Assessment Area Two Project)
Costs of Issuance Account

#### ARBITRAGE REBATE CALCULATION DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @BOND YIELD OF (6.425570%)
10/12/23 10/12/23 10/12/23 10/12/23 10/12/23 10/12/23 10/12/23 10/23/23 12/11/23 05/28/24	Beg Bal	-190,475.00 53,000.00 45,000.00 45,000.00 30,000.00 6,000.00 1,750.00 6,125.00 3,000.00 653.30	-261,320.19 72,712.80 61,737.28 61,737.28 41,158.19 8,231.64 2,400.89 8,386.91 4,073.38 861.40
10/12/28	TOTALS:	53.30	-20.43

ISSUE DATE: 10/12/23 REBATABLE ARBITRAGE: -20.43
COMP DATE: 10/12/28 NET INCOME: 53.30
BOND YIELD: 6.425570% TAX INV YIELD: 4.994058%

## SECTION IX



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

September 9, 2024

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

We are pleased to confirm our understanding of the services we are to provide East 547 Community Development District, City of Davenport, Florida ("the District") for the fiscal year ended September 30, 2024. We will audit the financial statements of the governmental activities and each major fund, including the related notes to the financial statements, which collectively comprise the basic financial statements of East 547 Community Development District as of and for the fiscal year ended September 30, 2024. In addition, we will examine the District's compliance with the requirements of Section 218.415 Florida Statutes. This letter serves to renew our agreement and establish the terms and fee for the 2024 audit.

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

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

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

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

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

#### **Audit Objectives**

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

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

#### **Examination Objective**

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

#### **Other Services**

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

#### **Management Responsibilities**

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

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

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

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

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

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

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

#### Audit Procedures—General

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

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

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

#### **Audit Procedures—Internal Control**

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

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

#### **Audit Procedures—Compliance**

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

#### **Engagement Administration, Fees, and Other**

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

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

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

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

Our fee for these services will not exceed \$5,900 for the September 30, 2024 audit, unless there is a change in activity by the District which results in additional audit work or if additional Bonds are issued. This agreement is automatically renewed each year thereafter subject to the mutual agreement by both parties to all terms and fees. The fee for each annual renewal will be agreed upon separately.

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

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

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

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

We will provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2022 peer review report accompanies this letter.

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

Very truly yours,

Grau & Associates

Antonio J. Grau

#### **RESPONSE:**

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

-Signed by:

Title: Chairman

Date: 10/01/2024





Peer Review Program

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

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

March 17, 2023

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

Dear Antonio Grau:

It is my pleasure to notify you that on March 16, 2023, the Florida Peer Review Committee accepted the report on the most recent System Review of your firm. The due date for your next review is December 31, 2025. This is the date by which all review documents should be completed and submitted to the administering entity.

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

Thank you for your cooperation.

Sincerely,

FICPA Peer Review Committee

Peer Review Team FICPA Peer Review Committee

850.224.2727, x5957

cc: Daniel Hevia, Racquel McIntosh

Firm Number: 900004390114 Review Number: 594791

## SECTION X

## SECTION B

## SECTION 1



Dewberry Engineers Inc. 800 N. Magnolia Ave, Suite 1000 Orlando, FL 32803

407.843.5120 407.649.8664 fax www.dewberry.com

#### Sent Via Email: jburns@gmscfl.com

September 13, 2024

Ms. Jillian Burns, District Manager East 547 Community Development District c/o Governmental Management Services 219 East Livingston Street Orlando, Florida 32801

Subject: Work Authorization Number 2025-1

**East 547 Community Development District** 

**District Engineering Services** 

Dear Ms. Burns:

Dewberry Engineers Inc. (Engineer) is pleased to submit this Work Authorization to provide professional consulting engineering services for the East 547 Community Development District (CDD). We will provide these services pursuant to our current agreement ("District Engineering Agreement") as follows.

#### I. General Engineering Services

The District will engage the services of Dewberry Engineers Inc. (Engineer) as District Engineer to perform those services as necessary, pursuant to the District Engineering Agreement, including attendance at Board of Supervisors meetings, review and approval of requisitions, or other activities as directed by the District's Board of Supervisors.

Our fee for this task will be based on time and materials, in accordance with the enclosed Schedule of Charges. The referenced Schedule of Charges is valid for fiscal year 2025 only. We estimate a budget of \$10,000, plus other direct costs.

#### II. Other Direct Costs

Other direct costs include items such as printing, drawings, travel, deliveries, et cetera. This does not include any of the application fees for the various agencies, which are the owner's responsibility and have not been accounted for in this proposal. We estimate a budget of \$100.

This Work Authorization, together with the referenced Engineering Agreement, represents the entire understanding between the District and the Engineer with regard to the referenced work authorization. If you wish to accept this work authorization, please sign where indicated and return one complete copy to Aimee Powell, Administrative Assistant in our Orlando office at 800 N. Magnolia Avenue, Suite 1000, Orlando, Florida 32803 (or via email at apowell@dewberry.com). Upon receipt, we will promptly schedule our services.

Ms. Jillian Burns East 547 CDD Work Authorization 2025-1 September 13, 2024

Thank you for choosing Dewberry Engineers Inc. We look forward to working with you and your staff.

Sincerely,

Reinardo Malavé, P.E. Associate Vice President

RM:ap

APPROVED AND ACCEPTED

-Signed by:

Authorized Representative of

East 547

**Community Development District** 

Date: \_10/01/2024



#### **EXHIBIT B -** Hourly Fee Schedule



#### Attachment A

#### STANDARD HOURLY BILLING RATE SCHEDULE

#### Professional/Technical/Construction/Surveying Services

LABOR CLASSIFICATION	HOURLY RATES
Professional	
Engineer I, II, III	\$115.00, \$135.00, \$155.00
Engineer IV, V, VI	\$175.00, \$200.00, \$230.00
Engineer VII, VIII, IX	\$260.00, \$290.00, \$320.00
Environmental Specialist I, II, III	\$105.00, \$125.00, \$155.00
Senior Environmental Scientist IV, V, VI	\$175.00, \$195.00, \$215.00
Planner I, II, III	\$105.00, \$125.00, \$155.00
Senior Planner IV, V, VI	\$175.00, \$195.00, \$215.00
Landscape Designer I, II, III	\$105.00, \$125.00, \$155.00
Senior Landscape Architect IV, V, VI	\$175.00, \$195.00, \$215.00
Principal	\$360.00
Technical	
CADD Technician I, II, III, IV, V	\$85.00, \$105.00, \$125.00, \$140.00, \$180.00
Designer I, II, III	\$110.00, \$135.00, \$160.00
Designer IV, V, VI	\$180.00, \$205.00, \$230.00
Construction	
Construction Professional I, II, III	\$125.00, \$160.00, \$185.00
Construction Professional IV, V, VI	\$220.00, \$245.00, \$290.00
Survey	
Surveyor I, II, III	\$68.00, \$83.00, \$100.00
Surveyor IV, V, VI	\$120.00, \$135.00, \$150.00
Surveyor VII, VIII, IX	\$165.00, \$195.00, \$235.00
Senior Surveyor IX	\$295.00
Fully Equipped 1, 2, 3 Person Field Crew	\$145.00, \$185.00, \$245.00
Administration	
Administrative Professional I, II, III, IV	\$70.00, \$100.00, \$120.00, \$150.00
Other Direct Costs (Printing, Postage, Etc.)	Cost + 15%

Company Confidential and Proprietary: Use or disclosure of data contained on this sheet is subject to restriction on the title page of this report.

Revised 08-01-24\Subject to Revision\Standard Hourly Billing Rate Schedule

## SECTION C

# Item will be provided under separate cover.

## SECTION D

## SECTION 1

### East 547 Community Development District

#### Summary of Checks

June 1, 2024 to September 30, 2024

Bank	Date	Check No.'s	Amount	
General Fund				
	6/7/24	333-334	\$	1,274.38
	6/19/24	335-342	\$	14,163.59
	6/28/24	343-346	\$	2,033.50
	7/3/24	347-348	\$	3,067.96
	7/12/24	349	\$	5,689.71
	7/26/24	350-360	\$	12,259.78
	8/9/24	361-366	\$	15,223.81
	8/16/24	367-369	\$	6,079.60
	8/23/24	370-372	\$	3,785.24
	8/30/24	373	\$	1,246.00
	9/13/24	374-376	\$	19,877.50
			\$	84,701.07

AP300R YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 11/11/24 PAGE 1
\*\*\* CHECK DATES 06/01/2024 - 09/30/2024 \*\*\* EAST 547-GENERAL FUND

BANK A GENERAL FUND		
CHECK VEND#INVOICEEXPENSED TO VENDOR NAME STATUS DATE DATE INVOICE YRMO DPT ACCT# SUB SUBCLASS	AMOUNT	CHECK AMOUNT #
6/07/24 00049 6/07/24 9076494 202406 310-51300-42000 * O&M MAILED NOTICE	491.88	
TRIPLE HERITAGE LLC DBA ACTION MAIL		491.88 000333
6/07/24 00024 5/30/24 22409434 202404 310-51300-31100 * GENERAL ENGINEERING APR24	782.50	
GENERAL ENGINEERING APRZ4  DEWBERRY ENGINEERS INC.		782.50 000334
6/19/24 00012 6/13/24 BW061320 202406 310-51300-11000 *	200.00	
SUPERVISOR FEE 06/13/24  BRIAN WALSH		200.00 000335
6/19/24 00037 6/18/24 61824 202406 300-20700-10000 *	5.52	
TXFR EXCESS RCPTS - S2021  EAST 547 CDD/US BANK		5.52 000336
6/19/24 00011 6/13/24 GP061320 202406 310-51300-11000 *	200.00	
SUPERVISOR FEE 06/13/24  GARRET PARKINSON		200.00 000337
6/19/24 00001 6/01/24 100 202406 320-53800-34000 *	1,312.50	
FIELD MANAGEMENT - JUN 24 6/01/24 99	3,184.42	
MANAGEMENT FEES - JUN 24 6/01/24 99 202406 310-51300-35200 *	100.00	
WEBSITE ADMIN - JUN 24 6/01/24 99 202406 310-51300-35100 *	150.00	
INFORMATION TECH - JUN 24 6/01/24 99 202406 310-51300-31300 *	500.00	
DISSEMINATION - JUN 24 6/01/24 99 202406 330-57200-48300 *	416.67	
AMENITY ACCESS - JUN 24 6/01/24 99 202406 310-51300-51000 *	.48	
OFFICE SUPPLIES 6/01/24 99 202406 310-51300-42000 *	60.67	
POSTAGE  GOVERNMENTAL MANAGEMENT SERVICES		5,724.74 000338
6/19/24 00048 6/13/24 KE061320 202406 310-51300-11000 *	200.00	
SUPERVISOR FEE 06/13/24  KAREYANN ELLISON		200.00 000339
6/19/24 00016 6/13/24 MA061320 202406 310-51300-11000 *	200.00	
SUPERVISOR FEE 06/13/24  MILTON ANDRADE		200.00 000340

E547 EAST 547 CDD IARAUJO

AP300R YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 11/11/24 PAGE 2
\*\*\* CHECK DATES 06/01/2024 - 09/30/2024 \*\*\* EAST 547-GENERAL FUND

*** CHECK DATES	06/01/2024 - 09/30/2024 *** E B	AST 547-GENERAL FUND ANK A GENERAL FUND			
CHECK VEND# DATE	INVOICEEXPENSED TO DATE INVOICE YRMO DPT ACCT#	VENDOR NAME SUB SUBCLASS	STATUS	AMOUNT	CHECK AMOUNT #
6/19/24 00041	6/01/24 23128 202406 330-57200- POOL MAINTENANCE - JUN 24	48500	*	1,650.00	
	6/02/24 23219 202406 330-57200- POOL REPAIRS		*	435.00	
	FOOL REPAIRS	RESORT POOL SERVICES			2,085.00 000341
6/19/24 00035	6/02/24 93227 202406 320-53800- LANDSCAPE MAINT - JUN 24	46200	*	5,548.33	
	LANDSCAPE MAINT - UUN 24	WEBER ENVIRONMENTAL SERVICES, INC.			5,548.33 000342
	4/30/24 12204 202404 330-57200- JANITORIAL SVCS APR24		*	850.00	
		CSS CLEAN STAR SERVICES			850.00 000343
6/28/24 00043	6/25/24 6 202406 310-51300- AMORT SCHED S.21 8/1/24	31300	*	500.00	
		DISCLOSURE SERVICES LLC			500.00 000344
6/28/24 00040	6/23/24 9563 202405 310-51300- GENERAL COUNSEL - MAY 24	31500	*	639.50	
		KILINSKI/VAN WYK, PLLC			639.50 000345
6/28/24 00047	6/20/24 61333230 202406 330-57200- PEST CONTROL - JUN 24	48100	*	44.00	
		MASSEY SERVICES INC.			44.00 000346
7/03/24 00024	6/28/24 22412697 202405 310-51300- GENERAL ENGINEERING MAY24	31100	*	305.00	
	GENERAL ENGINEERING MAIZT	DEWBERRY ENGINEERS INC.			305.00 000347
	6/30/24 00065219 202406 310-51300-	48000	*	2,762.96	
		GANNETT FLORIDA LOCALIQ			2,762.96 000348
7/12/24 00001	7/01/24 101 202407 310-51300- MANAGEMENT FEES - JUL 24	34000	*	3,184.42	
	7/01/24 101 202407 310-51300- WEBSITE ADMIN - JUL 24	35200	*	100.00	
	7/01/24 101 202407 310-51300- INFORMATION TECH - JUL 24	35100	*	150.00	
	7/01/24 101 202407 310-51300- DISSEMINATION - JUL 24	31300	*	500.00	
	7/01/24 101 202407 330-57200- AMENITY ACCESS - JUL 24	48300	*	416.67	
	7/01/24 101 202407 310-51300- OFFICE SUPPLIES	51000	*	2.80	

E547 EAST 547 CDD IARAUJO

AP300R YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 11/11/24 PAGE 3
\*\*\* CHECK DATES 06/01/2024 - 09/30/2024 \*\*\* EAST 547-GENERAL FUND

^^^ CHECK DATES	06/01/2024 - 09/30/2024 ^^^	BANK A GENERAL FUND			
CHECK VEND# DATE	INVOICEEXPENSED TO DATE INVOICE YRMO DPT ACCT	. VENDOR NAME SUB SUBCLASS	STATUS	AMOUNT	CHECK AMOUNT #
	7/01/24 101 202407 310-51300	0-42000	*	23.32	
	POSTAGE 7/01/24 102 202407 320-53800		*	1,312.50	
FIELD MANAG	FIELD MANAGEMENT - JUL 2	GOVERNMENTAL MANAGEMENT SERVICES			5,689.71 000349
7/26/24 00012	7/11/24 BW071120 202407 310-51300		*	200.00	
	SUPERVISOR FEE 07/11/24	BRIAN WALSH			200.00 000350
7/26/24 00044	6/30/24 12625 202406 330-57200	0-48201	*	850.00	
	JANITORIAL SVCS JUN24	CSS CLEAN STAR SERVICES			850.00 000351
	7/15/24 108800 202407 330-57200	0-48000		150.00	
	ACCESS/CAMERA ADJUSTMENT	CURRENT DEMANDS ELECTRICAL			150.00 000352
7/26/24 00011	7/11/24 GP071120 202407 310-51300	0-11000	*	200.00	
	SUPERVISOR FEE 07/11/24	GARRET PARKINSON			200.00 000353
7/26/24 00001	5/31/3/ 103 202/05 330_57200	1_18000	*	195.00	
	FIX POOL GATE	GOVERNMENTAL MANAGEMENT SERVICES			195.00 000354
7/26/24 00013	7/11/24 JS071120 202407 310-51300	0-11000	*	200.00	
	SUPERVISOR FEE 07/11/24	JEFFREY T SHENEFIELD			200.00 000355
7/26/24 00048	7/11/24 KE071120 202407 310-51300	0-11000	*	200.00	
	SUPERVISOR FEE 07/11/24	KAREYANN ELLISON			200.00 000356
7/26/24 00040	7/14/24 9915 202406 310-51300- GENERAL COUNSEL - JUN 24	0-31500	*	2,371.45	
		KILINSKI/VAN WYK, PLLC			2,371.45 000357
	7/11/24 MA071120 202407 310-51300-3 SUPERVISOR FEE 07/11/24	0-11000	*	200.00	
		MILTON ANDRADE			200.00 000358
7/26/24 00041	7/01/24 23505 202407 330-57200	0-48500	*	1,650.00	
	POOL MAINTENANCE - JUL 24 7/17/24 23640 202407 330-57200-		*	495.00	
	INSTALL POOL LIGHT	RESORT POOL SERVICES			2,145.00 000359
		RESORT POOL SERVICES			2,145.00 000359

E547 EAST 547 CDD IARAUJO

AP300R YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 11/11/24 PAGE 4
\*\*\* CHECK DATES 06/01/2024 - 09/30/2024 \*\*\* 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 #
7/26/24 00035	7/02/24 94477 202407 320-53800-46200 LANDSCAPE MAINT - JUL 24	*	5,548.33	
	WEBER ENVIRONMENTAL SERVICES,	INC.		5,548.33 000360
8/09/24 00044	7/26/24 12845 202407 330-57200-48201 JANITORIAL SVCS JUL24	*	850.00	
	CSS CLEAN STAR SERVICES			850.00 000361
8/09/24 00024	7/26/24 22415747 202406 310-51300-31100	*	377.50	
	GENERAL ENGINEERING JUN24 7/26/24 22415748 202406 310-51300-31100	*	1,892.50	
	ANNUAL REPORT  DEWBERRY ENGINEERS INC.			2,270.00 000362
8/09/24 00001	6/30/24 106 202406 330-57200-48000	*	429.85	
	NO OVERNIGHT PARKING SIGN 6/30/24 106	*	350.00	
	REPAIR FENCE/TRASH CLEAN GOVERNMENTAL MANAGEMENT SERVI	CES		779.85 000363
8/09/24 00041	7/26/24 23673 202407 330-57200-48500	*	85.00	
	NEW NET 8/01/24 23848 202408 330-57200-48500	*	1,650.00	
	POOL MAINTENANCE - AUG 24  RESORT POOL SERVICES			1,735.00 000364
8/09/24 00031	7/25/24 7417048 202407 310-51300-32300 TRUSTEE FEE S.2021 FY24	*	1,010.16	
	7/25/24 7417048 202407 300-11500-10000 TRUSTEE FEE S.2021 FY25	*	3,030.47	
	US BANK			4,040.63 000365
8/09/24 00035	8/01/24 95787 202408 320-53800-46200 LANDSCAPE MAINT - AUG 24	*	5,548.33	
	LANDSCAPE MAINI - AUG 24  WEBER ENVIRONMENTAL SERVICES,	INC.		5,548.33 000366
8/16/24 00001	8/01/24 104 202408 310-51300-34000 MANAGEMENT FEES - AUG 24	*	3,184.42	
	8/01/24 104 202408 310-51300-35200	*	100.00	
	WEBSITE ADMIN - AUG 24 8/01/24 104 202408 310-51300-35100	*	150.00	
	INFORMATION TECH - AUG 24 8/01/24 104 202408 310-51300-31300 DISSEMINATION - AUG 24	*	500.00	
	8/01/24 104 202408 330-57200-48300 AMENITY ACCESS - AUG 24	*	416.67	

E547 EAST 547 CDD IARAUJO

AP300R YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 11/11/24
\*\*\* CHECK DATES 06/01/2024 - 09/30/2024 \*\*\* EAST 547-GENERAL FUND

*** CHECK DATES	06/01/2024 - 09/30/2024 *** EX	AST 547-GENERAL FUND ANK A GENERAL FUND			
CHECK VEND# DATE	INVOICE EXPENSED TO DATE INVOICE YRMO DPT ACCT# :	VENDOR NAME SUB SUBCLASS	STATUS	AMOUNT	CHECK AMOUNT #
	8/01/24 104 202408 310-51300-	51000	*	3.10	
	8/01/24 104 202408 310-51300-	42000	*	18.91	
	8/01/24 105 202408 320-53800- FIELD MANAGEMENT - AUG 24	34000	*	1,312.50	
					5,685.60 000367
8/16/24 00047	7/22/24 61333231 202407 330-57200- PEST CONTROL - JUL 24		*	44.00	
		MASSEY SERVICES INC.			44.00 000368
8/16/24 00041	8/12/24 23954 202408 330-57200-		*	350.00	
		RESORT POOL SERVICES			350.00 000369
8/23/24 00046	8/19/24 7382-08- 202408 310-51300- ARBITRAGE - SERIES 2021	31200	*	450.00	
	8/19/24 7617-08- 202408 310-51300- ARBITRAGE - SERIES 2023	31200	*	450.00	
		AMTEC			900.00 000370
8/23/24 00001	7/31/24 107 202407 330-57200- UNCLOG TOLIET/POOL MAINT	48000	*	470.99	
	7/31/24 107 202407 320-53800- CLEAN COBWEBS/TRIM TREES	47800	*	500.00	
	7/31/24 108 202407 320-53800-6 ER ACTION ITEMS		*	810.00	
		GOVERNMENTAL MANAGEMENT SERVICES			1,780.99 000371
8/23/24 00040	8/22/24 10148 202407 310-51300- GENERAL COUNSEL - JUL 24	31500	*	1,104.25	
		KILINSKI/VAN WYK, PLLC			1,104.25 000372
8/30/24 00044	8/28/24 13051 202408 330-57200- JANITORIAL SVCS AUG24	48201	*	850.00	
	8/28/24 13051 202408 330-57200- DEEP CLEAN POOL FURNITURE		*	396.00	
		CSS CLEAN STAR SERVICES			1,246.00 000373
9/13/24 00024	8/30/24 22419333 202407 310-51300-3 ANNUAL REPORT		*	492.50	
		DEWBERRY ENGINEERS INC.			492.50 000374
9/13/24 00004	9/03/24 25130 202409 300-15500-1 FY25 INSURANCE POLICY	1 0 0 0 0	*	17,735.00	
		EGIS INSURANCE ADVISORS, LLC			17,735.00 000375

PAGE 5

E547 EAST 547 CDD IARAUJO

AP300R YEAR-TO- *** CHECK DATES 06/01/2024 - 09/30/2024 ***	ATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK RE EAST 547-GENERAL FUND BANK A GENERAL FUND	GISTER RUN 11/11/24 PAGE 6
CHECK VEND#INVOICEEXPENSED DATE DATE INVOICE YRMO DPT		US AMOUNTCHECK AMOUNT #
9/13/24 00041 9/01/24 24187 202409 330- POOL MAINTENANCE -		* 1,650.00 1,650.00 000376
	TOTAL FOR BANK A	84,701.07 84,701.07

# SECTION 2

**Community Development District** 

**Unaudited Financial Reporting** 

September 30, 2024



# Table of Contents

Balance Sheet	1
General Fund Income Statement	2-3
Debt Service Fund - Series 2021	4
Debt Service Fund - Series 2023	5
Capital Projects Fund - 2021	6
Capital Projects Fund - 2023	7
Month to Month	3-9
Long Term Debt Schedule	10
Assessment Receipt Schedule	11

#### **Community Development District**

# **Combined Balance Sheet**

**September 30, 2024** 

	G	eneral Fund	De	ebt Service Fund	Сарі	ital Projects Fund	Totals Governmental Funds		
Assets:									
Cash	\$	31,547	\$	-	\$	627	\$	32,173	
Prepaid Expenses	\$	17,735	\$	-	\$	-	\$	17,735	
<u>Series 2021</u>									
Reserve	\$	-	\$	113,038	\$	-	\$	113,038	
Revenue	\$	-	\$	104,589	\$	-	\$	104,589	
Prepayment	\$	-	\$	310,755	\$	-	\$	310,755	
Construction	\$	-	\$	-	\$	2	\$	2	
Series 2023									
Reserve	\$	-	\$	273,225	\$	-	\$	273,225	
Interest	\$	-	\$	653	\$	-	\$	653	
Revenue	\$	_	\$	236,597	\$	-	\$	236,597	
Construction	\$	-	\$	-	\$	926,797	\$	926,797	
Total Assets	\$	49,282	\$	1,038,856	\$	927,425	\$	2,015,563	
Liabilities:									
Accounts Payable	ċ	20,995	\$	_	ċ		ċ	20,995	
	\$ \$	20,995		_	\$ \$	80,915	\$ \$		
Retainage Payable	Ş	-	\$	-	Ş	80,915	Ş	80,915	
Total Liabilities	\$	20,995	\$	-	\$	80,915	\$	101,910	
Fund Balances:									
Nonspendable:									
Prepaid Itmes	\$	17,735	\$	_	\$	-	\$	17,735	
Restricted for:	*	,	*		*		*	,	
Debt Service 2021	\$	_	\$	528,381	\$	-	\$	528,381	
Capital Projects 2021	\$	_	\$	-	\$	628	\$	628	
Assigned for:	*		7		*		*		
Debt Service 2023	\$	_	\$	510,475	\$	_	\$	510,475	
Capital Projects 2023	\$	-	\$	,	\$	845,882	\$	845,882	
Unassigned	\$	10,552	\$	-	\$	-	\$	10,552	
Total Fund Balances	\$	28,287	\$	1,038,856	\$	846,510	\$	1,913,654	
	·								
Total Liabilities & Fund Balance	\$	49,282	\$	1,038,856	\$	927,425	\$	2,015,563	

# East 547 Community Development District

## **General Fund**

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

	,	Adopted	Pror	ated Budget	Actual			
		Budget	Thr	u 09/30/24	Thr	u 09/30/24	١	/ariance
Revenues								
Assessments - Tax Roll	\$	169,650	\$	169,650	\$	171,056	\$	1,406
Developer Contributions	\$	311,176	\$	311,176	\$	125,000	\$	(186,176)
Total Revenues	\$	480,826	\$	480,826	\$	296,056	\$	(184,770)
Expenditures:								
General & Administrative:								
Supervisor Fees	\$	12,000	\$	12,000	\$	3,600	\$	8,400
Engineering Fees	\$	10,000	\$	10,000	\$	5,355	\$	4,645
Assessment Administration	\$	5,000	\$	5,000	\$	5,000	\$	-
Arbitrage Fees	\$	900	\$	900	\$	1,800	\$	(900)
Dissemination Fees	\$	6,000	\$	6,000	\$	7,833	\$	(1,833)
Attorney Fees	\$	20,000	\$	20,000	\$	11,596	\$	8,404
Annual Audit	\$	5,500	\$	5,500	\$	4,200	\$	1,300
Management Fees	\$	38,213	\$	38,213	\$	38,213	\$	-
Information Technology	\$	1,800	\$	1,800	\$	1,800	\$	-
Website Maintenance	\$	1,200	\$	1,200	\$	1,200	\$	-
Trustee Fees	\$	8,040	\$	8,040	\$	4,041	\$	3,999
Postage	\$	600	\$	600	\$	1,054	\$	(454)
Insurance	\$	6,397	\$	6,397	\$	5,758	\$	639
Printing & Binding	\$	500	\$	500	\$	-	\$	500
Legal Advertising	\$	6,000	\$	6,000	\$	3,127	\$	2,873
Contingency	\$	2,500	\$	2,500	\$	516	\$	1,984
Office Supplies	\$	250	\$	250	\$	16	\$	234
Dues, Licenses & Subscriptions	\$	175	\$	175	\$	175	\$	-
Total General & Administrative:	\$	125,075	\$	125,075	\$	95,284	\$	29,791

# East 547 Community Development District

## **General Fund**

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

	ı	Adopted		ated Budget		Actual		
		Budget	Thr	u 09/30/24	Thr	u 09/30/24	١	Variance Variance
Operations & Maintenance								
Field Expenses								
Property Insurance	\$	2,000	\$	2,000	\$	1,591	\$	409
Field Management	\$	, 15,750	\$	, 15,750	\$	, 15,750	\$	_
Landscape Maintenance	\$	80,000	\$	80,000	\$	68,254	\$	11,746
Landscape Replacement	\$	12,500	\$	12,500	\$	2,947	\$	9,553
Lake Maintenance	\$	, 5,500	\$	, 5,500	\$	_	\$	5,500
Streetlights	\$	36,000	\$	36,000	\$	18,784	\$	17,216
Electric	\$	25,000	\$	25,000	\$	3,952	\$	21,048
Water & Sewer	\$	5,000	\$	5,000	\$	-,	\$	5,000
Sidewalk & Asphalt Maintenance	\$	2,500	\$	2,500	\$	_	\$	2,500
Irrigation Repairs	\$	7,500	\$	7,500	\$	455	\$	7,045
General Repairs & Maintenance	\$	10,000	\$	10,000	\$	15,127	\$	(5,127)
Contingency	\$	7,500	\$	7,500	\$	32	\$	7,468
Colored Pald Fores		200 250	*	200 250		426.002	ф.	02.255
Subtotal Field Expenses	\$	209,250	\$	209,250	\$	126,893	\$	82,357
Amenity Expenses								
Amenity - Electric	\$	14,400	\$	14,400	\$	11,592	\$	2,808
Amenity - Water	\$	, 7,500	\$	, 7,500	\$	-	\$	7,500
Amenity Insurance	\$	13,000	\$	13,000	\$	11,896	\$	1,104
Internet	\$	1,500	\$	1,500	\$	1,147	\$	353
Pest Control	\$	600	\$	600	\$	308	\$	292
Janitorial Services	\$	10,200	\$	10,200	\$	10,270	\$	(70)
Security Services	\$	30,000	\$	30,000	\$	-	\$	30,000
Pool Maintenance	\$	19,800	\$	19,800	\$	20,080	\$	(280)
Amenity Access Management	\$	5,000	\$	5,000	\$	5,000	\$	(0)
Amenity Repairs & Maintenance	\$	10,000	\$	10,000	\$	3,699	\$	6,301
Playground Lease	\$	27,001	\$	27,001	\$	, -	\$	27,001
Amenities Licenses	\$	_	\$	-	\$	280	\$	(280)
Amenity Contingency	\$	7,500	\$	7,500	\$	285	\$	7,215
Subtotal Amenity Expenses	\$	146,501	\$	146,501	\$	64,557	\$	81,944
, p. 111	<b>,</b>	-,		-,	'	,	•	. ,-
Total Expenditures	\$	480,826	\$	480,826	\$	286,735	\$	194,091
Net Change in Fund Balance	\$	-	·		\$	9,321		
Fund Balance - Beginning	\$	-			\$	18,966		
Fund Balance - Ending	\$	-			\$	28,287		

## **Community Development District**

## **Debt Service Fund - Series 2021**

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

	F	Adopted	Pror	ated Budget		Actual		
		Budget	Thr	u 09/30/24	Th	ru 09/30/24		Variance
Revenues:								
Assessments - Tax Roll	\$	310,157	\$	310,157	\$	270,209	\$	(39,948)
Assessments - Prepayment	\$	-	\$	-	\$	982,083	\$	982,083
Interest	\$	-	\$	-	\$	27,796	\$	27,796
Total Revenues	\$	310,157	\$	310,157	\$	1,280,088	\$	969,931
Expenditures:								
<del></del>	<b>خ</b>	OF 11F	<b>خ</b>	OF 11F	<b>خ</b>	OF 11F	۲.	
Interest Expense - 11/01	\$	95,115	\$	95,115	\$	95,115 871	\$	- (071)
Interest Expense - 02/01	\$	120,000	\$ \$	100.000	\$ ¢		\$	(871)
Principal Expense - 05/01 Interest Expense - 05/01	\$ \$	120,000 95,115	\$ \$	100,000	\$ \$	100,000	\$ \$	15 245
Interest Expense - 05/01  Interest Expense - 08/01		95,115		95,115		79,870		15,245
•	\$	-	\$	-	\$ c	3,880	\$	(3,880)
Special Call - 11/01	\$	-	\$	-	\$ ¢	760,000	\$	(760,000)
Special Call - 02/01	\$	-	\$	-	\$ ¢	100,000	\$	(100,000)
Special Call - 05/01 Special Call - 08/01	\$ \$	-	\$ \$	-	\$ \$	175,000 435,000	\$ \$	(175,000) (435,000)
						·		
Total Expenditures	\$	310,230	\$	290,230	\$	1,749,736	\$	(1,459,506)
Excess Revenues (Expenditures)	\$	(73)			\$	(469,648)		
Fund Balance - Beginning	\$	97,491			\$	998,029		
Fund Balance - Ending	\$	97,418			\$	528,381		

## **Community Development District**

## **Debt Service Fund - Series 2023**

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

	Ado	pted	Prorated Budget		Actual			
	Buc	lget	Thru 0	Thru 09/30/24		u 09/30/24	١	/ariance
Revenues:								
Assessments - Direct	\$	-	\$	-	\$	229,463	\$	229,463
Interest	\$	-	\$	-	\$	19,102	\$	19,102
Total Revenues	\$	-	\$	-	\$	248,565	\$	248,565
Expenditures:								
Interest Expense - 05/01	\$	-	\$	-	\$	253,684	\$	(253,684)
Total Expenditures	\$	-	\$	-	\$	253,684	\$	(253,684)
Other Financing Sources:								
Transfer In/(Out)	\$	-	\$	-	\$	(11,314)	\$	11,314
Bond Proceeds	\$	-	\$	-	\$	526,909	\$	526,909
Total Other Financing Sources (Uses)	\$	-	\$	-	\$	515,594	\$	538,223
Excess Revenues (Expenditures)	\$	-			\$	510,475		
Fund Balance - Beginning	\$	-			\$	-		
Fund Balance - Ending	\$	-			\$	510,475		

## **Community Development District**

# Capital Projects Fund - Series 2021

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

	Adop	oted	Prorate	Prorated Budget		ctual		
	Bud	get	Thru 0	Thru 09/30/24		09/30/24	Variance	
Revenues:								
Interest	\$	-	\$	-	\$	0	\$	0
Total Revenues	\$	-	\$	-	\$	0	\$	0
Expenditures:								
Capital Outlay	\$	-	\$	-	\$	241	\$	(241)
Contingency	\$	-	\$	-	\$	366	\$	(366)
Total Expenditures	\$	-	\$	-	\$	607	\$	(607)
Excess Revenues (Expenditures)	\$	-			\$	(607)		
Fund Balance - Beginning	\$	-			\$	1,235		
Fund Balance - Ending	\$	-			\$	628		

## **Community Development District**

# Capital Projects Fund - Series 2023

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

	Ado	pted	Prorat	ed Budget		Actual		
	Buc	dget	Thru	09/30/24	Th	ru 09/30/24		Variance
Revenues:								
Interest	\$	-	\$	-	\$	185,341	\$	185,341
Total Revenues	\$	-	\$	-	\$	185,341	\$	185,341
Expenditures:								
Capital Outlay	\$	-	\$	-	\$	5,634,092	\$	(5,634,092)
Capital Outlay - COI	\$	-	\$	-	\$	353,301	\$	(353,301)
Total Expenditures	\$	-	\$	_	\$	5,987,393	\$	(5,987,393)
Total Experiultures	<b>,</b>		<b>.</b>		Ą	3,367,333	<b>.</b>	(3,367,333)
Other Financing Sources:								
Transfer In/(Out)	\$	-	\$	-	\$	11,314	\$	11,314
Bond Proceeds	\$	-	\$	-	\$	6,718,091	\$	6,718,091
Total Other Financing Sources (Uses)	\$	-	\$	-	\$	6,729,406	\$	6,729,406
Excess Revenues (Expenditures)	\$	-			\$	927,355		
Fund Balance - Beginning	\$	-			\$	(81,472)		
Fund Balance - Ending	\$	-			\$	845,882		

East 547
Community Development District

#### Month to Month

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Total
Revenues													
Assessments - Tax Roll	\$ - \$	9,007 \$	159,606 \$	904 \$	- \$	1,536 \$	- \$	3 \$	- \$	- \$	- \$	- \$	171,056
Developer Contributions	\$ - \$	25,000 \$	- \$	- \$	- \$	- \$	- \$	25,000 \$	- \$	50,000 \$	- \$	25,000 \$	125,000
Total Revenues	\$ - \$	34,007 \$	159,606 \$	904 \$	- \$	1,536 \$	- \$	25,003 \$	- \$	50,000 \$	- \$	25,000 \$	296,056
Expenditures:													
General & Administrative:													
Supervisor Fees	\$ - \$	800 \$	- \$	- \$	- \$	- \$	1,000 \$	- \$	800 \$	1,000 \$	- \$	- \$	3,600
Engineering	\$ 360 \$	305 \$	- \$	58 \$	- \$	783 \$	783 \$	305 \$	2,270 \$	493 \$	- \$	- \$	5,355
Assessment Administration	\$ 5,000 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	5,000
Arbitrage Fees	\$ 900 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	900 \$	- \$	1,800
Dissemination Fees	\$ 917 \$	417 \$	500 \$	1,000 \$	500 \$	500 \$	1,000 \$	500 \$	1,000 \$	500 \$	500 \$	500 \$	7,833
Attorney Fees	\$ 285 \$	1,130 \$	635 \$	370 \$	76 \$	586 \$	3,433 \$	640 \$	2,371 \$	1,104 \$	606 \$	360 \$	11,596
Annual Audit	\$ - \$	- \$	- \$	- \$	- \$	- \$	- \$	4,200 \$	- \$	- \$	- \$	- \$	4,200
Management Fees	\$ 3,184 \$	3,184 \$	3,184 \$	3,184 \$	3,184 \$	3,184 \$	3,184 \$	3,184 \$	3,184 \$	3,184 \$	3,184 \$	3,184 \$	38,213
Information Technology	\$ 150 \$	150 \$	150 \$	150 \$	150 \$	150 \$	150 \$	150 \$	150 \$	150 \$	150 \$	150 \$	1,800
Website Maintenance	\$ 100 \$	100 \$	100 \$	100 \$	100 \$	100 \$	100 \$	100 \$	100 \$	100 \$	100 \$	100 \$	1,200
Trustee Fees	\$ - \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	4,041 \$	- \$	- \$	4,041
Postage	\$ 6 \$	90 \$	30 \$	91 \$	45 \$	9 \$	68 \$	64 \$	553 \$	23 \$	19 \$	56 \$	1,054
Insurance	\$ 5,758 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	5,758
Printing & Binding	\$ - \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
Legal Advertising	\$ - \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	2,763 \$	- \$	- \$	364 \$	3,127
Contingency	\$ 38 \$	73 \$	39 \$	39 \$	41 \$	41 \$	41 \$	41 \$	41 \$	41 \$	41 \$	41 \$	516
Office Supplies	\$ 0 \$	1 \$	3 \$	1 \$	1 \$	0 \$	1 \$	3 \$	0 \$	3 \$	3 \$	0 \$	16
Dues, Licenses & Subscriptions	\$ 175 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	175
Total General & Administrative:	\$ 16,874 \$	6,250 \$	4,641 \$	4,992 \$	4,097 \$	5,353 \$	9,759 \$	9,187 \$	13,233 \$	10,639 \$	5,504 \$	4,756 \$	95,284

East 547
Community Development District
Month to Month

Property Insurance   Sample	- \$ 1,313 \$ 5,548 \$ - \$ - \$ 1,867 \$ 36 \$ - \$ - \$ 350 \$ 682 \$	1,313 \$ \$ 5,548 \$ \$ - \$ \$ \$ \$ 1,867 \$ \$ 36 \$	- \$ 1,313 \$ 7,223 \$ - \$ - \$ 1,867 \$	- \$ 1,313 \$ 5,548 \$ - \$ - \$	- \$ 1,313 \$ 5,548 \$ - \$	- \$ 1,313 \$ 5,548 \$	- \$ 1,313 \$	- \$	
Field Expenses  Property Insurance	1,313 \$ 5,548 \$ - \$ - \$ 1,867 \$ 36 \$ - \$ - \$ 350 \$	1,313 \$ \$ 5,548 \$ \$ - \$ \$ \$ \$ 1,867 \$ \$ 36 \$	1,313 \$ 7,223 \$ - \$ - \$ 1,867 \$	1,313 \$ 5,548 \$ - \$	1,313 \$ 5,548 \$	1,313 \$		- \$	
Property Insurance         \$         1,591         \$         -         \$         -         \$         -         \$         -         \$         -         \$         -         \$         -         \$         -         \$         -         \$         1,313         \$         1,104         \$         1,045         \$         1,045         \$         1,045         \$         1,049         \$         1,867         \$         1,867         \$         1,867         \$         1,867         \$         1,867         \$         1,867         \$         1,867         \$         1,867         \$	1,313 \$ 5,548 \$ - \$ - \$ 1,867 \$ 36 \$ - \$ - \$ 350 \$	1,313 \$ \$ 5,548 \$ \$ - \$ \$ \$ \$ 1,867 \$ \$ 36 \$	1,313 \$ 7,223 \$ - \$ - \$ 1,867 \$	1,313 \$ 5,548 \$ - \$	1,313 \$ 5,548 \$	1,313 \$		- \$	
Field Management	1,313 \$ 5,548 \$ - \$ - \$ 1,867 \$ 36 \$ - \$ - \$ 350 \$	1,313 \$ \$ 5,548 \$ \$ - \$ \$ 1,867 \$ \$ 36 \$	1,313 \$ 7,223 \$ - \$ - \$ 1,867 \$	1,313 \$ 5,548 \$ - \$	1,313 \$ 5,548 \$	1,313 \$		Ý	1,5
Landscape Maintenance         \$ 5,548   \$ 5,548   \$ 5,548   \$ 11,097   \$ -   \$ 1.000	5,548 \$ - \$ - \$ 1,867 \$ 36 \$ - \$ - \$ 350 \$	5,548 \$	7,223 \$ - \$ - \$ 1,867 \$	5,548 \$	5,548 \$			1,313 \$	15,75
Landscape Replacement         \$         -         \$         955         \$         1,992         \$         -         \$<	- \$ - \$ 1,867 \$ 36 \$ - \$ - \$ 350 \$	- \$ - \$ 1,867 \$ 36 \$	- \$ - \$ 1,867 \$	- \$		3,540 Ş	5,548 \$	5,548 \$	68,25
Lake Maintenance         \$         -         \$         -         \$         -         \$         -         \$         -         \$         1,879         \$         1,819         \$         1,124	- \$ 1,867 \$ 36 \$ - \$ - \$ 350 \$	- \$ 1,867 \$ 36 \$	- \$ 1,867 \$			- \$	- \$	- \$	2,94
Streetlights         \$         1,879         \$         1,879         \$         1,879         \$         1,879         \$         1,879         \$         1,879         \$         1,879         \$         1,879         \$         1,867         \$	1,867 \$ 36 \$ - \$ - \$ 350 \$	1,867 \$ 36 \$	1,867 \$		- \$	- \$	- \$	- \$	2,5
Electric	36 \$ - \$ - \$ 350 \$	36 \$		1,867 \$	1,867 \$	1,861 \$	71 \$	- \$	18,78
Water & Sewer         \$         -         \$         <	- \$ - \$ 350 \$		- \$	36 \$	71 \$	- \$	3,706 \$	36 \$	3,95
Sidewalk & Asphalt Maintenance         \$         - <t></t>	350 \$		- \$	- \$	- \$	- \$	- \$	- \$	,
Irrigation Repairs         \$         -         \$		- \$	- \$	- \$	- \$	-	\$	- \$	
General Repairs & Maintenance         \$ 1,272         \$ 1,330         \$ 1,124         \$ 1,034         \$ 404         \$ Contingency           Subtotal Field Expenses         \$ 11,602         \$ 11,025         \$ 11,855         \$ 15,322         \$ 3,651         \$           Amenity Expenses           Amenity - Electric         \$ 926         \$ - \$ 10,49         \$ 2,103         \$ 985         \$ 464         \$ 464         \$ 465         \$ 4		350 \$	- \$	- \$	- \$	- \$	- \$	105 \$	45
Subtotal Field Expenses         \$ 11,602         \$ 11,025         \$ 11,855         \$ 15,322         \$ 3,651         \$           Amenity Expenses           Amenity - Electric         \$ 926         \$ - \$ 1,049         \$ 2,103         \$ 985         \$           Amenity - Water         \$ - \$ 5 - \$ 5 - \$ 5 - \$ 5 - \$ 5 - \$ 5 - \$ 5 - \$ 5 - \$ 5 6 5 5 6 5 5 6 5 6 5 5 6 5 6 5 6 5 5 6 6 5 5 - \$ 5 - \$ 5 6 5 6 5 6 5 6 5 6 5 6 5 6 5 6 5 6 5		682 \$	345 \$	- \$	350 \$	1,310 \$	3,986 \$	3,290 \$	15,12
Amenity Expenses         S         926         S         -         S         1,049         S         2,103         S         985         S           Amenity - Electric         \$         926         \$         -         \$         1,049         \$         2,103         \$         985         \$           Amenity - Water         \$         -	- \$	- \$	- \$	- \$	- \$	- \$	- \$	32 \$	3
Amenity Expenses         S         926         S         -         S         1,049         S         2,103         S         985         S           Amenity - Electric         \$         926         \$         -         \$         1,049         \$         2,103         \$         985         \$           Amenity - Water         \$         9         -         \$									
Amenity - Electric         \$         926         \$         1,049         \$         2,103         \$         985         \$           Amenity - Water         \$          <	9,796 \$	9,796 \$	10,748 \$	8,764 \$	9,149 \$	10,032 \$	14,625 \$	10,323 \$	126,89
Amenity - Electric         \$         926         \$         1,049         \$         2,103         \$         985         \$           Amenity - Water         \$          <									
Amenity-Water         \$         -         -         <									
Amenity Insurance         \$         11,896         \$	912 \$	912 \$	916 \$	1,004 \$	839 \$	906 \$	993 \$	959 \$	11,59
Intermet         \$         85         \$         95         \$         95         \$         95         \$         95         \$         95         \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	
Pest Control         \$         308         \$ </td <td>- \$</td> <td>11,89</td>	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	11,89
Janitorial Services         \$         850         \$         850         \$         850         \$         850         \$         850         \$         850         \$         850         \$         850         \$         850         \$         850         \$         850         \$         850         \$         850         \$         850         \$         850         \$ <th< td=""><td>95 \$</td><td>95 \$</td><td>95 \$</td><td>98 \$</td><td>98 \$</td><td>98 \$</td><td>98 \$</td><td>98 \$</td><td>1,14</td></th<>	95 \$	95 \$	95 \$	98 \$	98 \$	98 \$	98 \$	98 \$	1,14
Security Services         \$         -         -         \$         -         -         \$         -	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	30
Pool Maintenance         \$         1,500         \$         1,500         \$         1,650         \$         1,650         \$         1,650         \$           Amenity Access Management         \$         417         \$ <td< td=""><td>875 \$</td><td>875 \$</td><td>850 \$</td><td>850 \$</td><td>850 \$</td><td>850 \$</td><td>850 \$</td><td>895 \$</td><td>10,27</td></td<>	875 \$	875 \$	850 \$	850 \$	850 \$	850 \$	850 \$	895 \$	10,27
Amenity Access Management         \$         417         \$         4		- \$	- \$	- \$	- \$	- \$	- \$	- \$	
Amenity Repairs & Maintenance       \$       665       \$       -       \$       -       \$       -       \$       238       \$         Amenity Contingency       \$       -       \$       -       \$       -       \$       285       \$       -       \$	- \$	1,650 \$	1,650 \$	1,650 \$	1,650 \$	2,230 \$	1,650 \$	1,650 \$	20,08
Amenity Contingency \$ - \$ - \$ 285 \$ - \$		417 \$	417 \$	417 \$	417 \$	417 \$	417 \$	417 \$	5,00
	1,650 \$	190 \$	180 \$	195 \$	865 \$	621 \$	746 \$	- \$	3,69
Amenity Licenses \$ - \$ - \$ - \$ - \$	1,650 \$ 417 \$		- \$	- \$	- \$	- \$	- \$	- \$	28
	1,650 \$ 417 \$	- >	- \$	280 \$	- \$	- \$	- \$	- \$	28
Subtotal Amenity Expenses         \$ 16,646         \$ 2,862         \$ 4,060         \$ 5,400         \$ 4,235         \$	1,650 \$ 417 \$ 190 \$		4,107 \$	4,494 \$	4,719 \$	5,122 \$	4,755 \$	4,019 \$	64,5
Total Expenditures \$ 45,122 \$ 20,136 \$ 20,557 \$ 25,714 \$ 11,983 \$	1,650 \$ 417 \$ 190 \$ - \$	- \$		22,445 \$	27,101 \$	25,793 \$	24,883 \$	19,098 \$	286,7
Net Change in Fund Balance \$ (45,122) \$ 13,871 \$ 139,049 \$ (24,810) \$ (11,983) \$	1,650 \$ 417 \$ 190 \$ - \$ - \$	4,139 \$	24,614 \$			24,207 \$	(24,883) \$	5,902 \$	9,32

#### **Community Development District**

#### **Long Term Debt Report**

#### SERIES 2021, SPECIAL ASSESSMENT REVENUE BONDS

Interest Rate: 2.500%, 3.000%, 3.300%, 4.000%

Maturity Date: 5/1/2051

Reserve Fund Definition Maximum Annual Debt Service

Reserve Fund Requirement \$113,038 Reserve Fund Balance \$113,038

Bonds Outstanding - 06/15/21 \$5,875,000 LESS: Principal Payment - 05/01/22 (\$120,000)LESS: Special Call - 05/01/23 (\$225,000)LESS: Principal Payment - 05/01/23 (\$125,000) (\$155,000) LESS: Special Call - 08/01/23 LESS: Special Call - 11/01/23 (\$760,000) LESS: Special Call - 02/01/24 (\$100,000)(\$100,000)LESS: Special Call - 05/01/24 LESS: Special Call - 08/01/24 (\$435,000)

CURRENT BONDS OUTSTANDING \$3,855,000

#### **SERIES 2023, SPECIAL ASSESSMENT REVENUE BONDS**

Interest Rate: 5.500%, 6.250%, 6.500%

Maturity Date: 5/1/2054

Reserve Fund Definition 50% Maximum Annual Debt Service

Reserve Fund Requirement \$273,225 Reserve Fund Balance \$273,225

Bonds Outstanding - 10/12/23 \$7,245,000

CURRENT BONDS OUTSTANDING \$7,245,000

#### COMMUNITY DEVELOPMENT DISTRICT

#### Special Assessment Receipts

Fiscal Year 2024

#### ON ROLL ASSESSMENTS

Date Distribution Gross Amount Discount/Penalty Commission Interest Property Appraiser	Net Receipts	39%	SESSED THROUGH CO		
Date Distribution Gross Amount Discount/Penalty Commission Interest Property Appraiser	Net Receipts		6	10/	
Date Distribution Gross Amount Discount/Penalty Commission Interest Property Appraiser	Net Receipts			L/0	100%
		General Fund	2021 Debt Servi		Total
11/14/23 10/01/23-10/31/23 \$ 2,069.34 \$ 82.76 \$ 39.73 \$ - \$ -	\$ 1,946.85	\$ 754.69	\$ 1,192.3	6 \$	1,946.85
11/17/23 11/01/23-11/05/23 \$ 16,500.72 \$ 659.96 \$ 316.81 \$ - \$ -	\$ 15,523.95	\$ 6,017.85	\$ 9,506.3	.0 \$	15,523.95
11/24/23 11/06/23-11/12/23 \$ 6,127.02 \$ 245.10 \$ 117.64 \$ - \$ -	\$ 5,764.28	\$ 2,234.52	\$ 3,529.	6 \$	5,764.28
12/8/23 11/13/23-11/22/23 \$ 27,612.09 \$ 1,104.50 \$ 530.15 \$ - \$ -	\$ 25,977.44	\$ 10,070.13	\$ 15,907.3	1 \$	25,977.44
12/21/23 11/23/23-11/30/23 \$ 209,812.35 \$ 8,392.62 \$ 4,028.40 \$ - \$ -	\$ 197,391.33	\$ 76,518.60	\$ 120,872.	3 \$	197,391.33
12/29/23 12/01/23-12/15/23 \$ 198,187.98 \$ 5,985.88 \$ 3,844.04 \$ - \$ -	\$ 188,358.06	\$ 73,016.86	\$ 115,341.2	0 \$	188,358.06
1/10/24 Invoice#4652066 \$ - \$ - \$ - \$ - \$ 2,881.57	\$ (2,881.57)	\$ (1,117.04)	\$ (1,764.5	3) \$	(2,881.57)
1/10/24 Invoice#4652067 \$ - \$ - \$ - \$ - \$ 1,824.18	\$ (1,824.18)	\$ (707.14)	\$ (1,117.0	4) \$	(1,824.18)
1/10/24 12/16/23-12/31/23 \$ 6,181.02 \$ 185.38 \$ 119.92 \$ - \$ -	\$ 5,875.72	\$ 2,277.72	\$ 3,598.0	0 \$	5,875.72
1/16/24 10/01/23-12/31/23 \$ - \$ - \$ - \$ 1,160.73 \$ -	\$ 1,160.73	\$ 449.96	\$ 710.	7 \$	1,160.73
3/13/24 02/01/24-02/29/24 \$ 4,084.68 \$ 40.85 \$ 80.88 \$ - \$ -	\$ 3,962.95	\$ 1,536.23	\$ 2,426.	2 \$	3,962.95
5/20/24 01/01/24-03/31/24 \$ - \$ - \$ - \$ 9.01 \$ -	\$ 9.01	\$ 3.49	\$ 5.5	2 \$	9.01
Total \$ 470,575.20 \$ 16,697.05 \$ 9,077.57 \$ 1,169.74 \$ 4,705.75	\$ 441,264.57	\$ 171,055.87	\$ 270,208.	0 \$	441,264.57

101%

0

Net Percent Collected

Balance Remaining to Collect

#### DIRECT BILL ASSESSMENTS

Ī	Clayton Propertie	s Group, Inc.					
	2024-01			Net	Assessments	\$	165,626.50
	Date Received	Due Date	Check Number	S20	22 Debt Total	An	nount Received
	9/15/24	9/15/24	72263	\$	229,462.50	\$	229,462.50
			Total	\$	229,462.50	\$	229,462.50