

*Bonnet Creek Resort Community
Development District*

Agenda

February 6, 2020

AGENDA

Bonnet Creek Resort

Community Development District

219 East Livingston Street, Orlando, FL 32801
Phone: 407-841-5524 – Fax: 407-839-1526

January 30, 2020

Board of Supervisors
Bonnet Creek Resort
Community Development District

Dear Board Members:

The Board of Supervisors of the Bonnet Creek Resort Community Development District will meet **Thursday, February 6, 2020 at 2:00 p.m. at the at the Hilton Bonnet Creek, 14100 Bonnet Creek Resort Lane, Orlando, Florida 32821.** Following is the advance agenda for the meeting:

- I. Roll Call
- II. Public Comment Period
- III. Approval of Minutes of the December 5, 2019 Meeting
- IV. Consideration of Resolution 2020-03 Approving Utility Easement and Delegating Authority to Partially Vacate and Modify Drainage Easement
- V. Consideration of Resolution 2020-04 Designating a Primary Administrative Office
- VI. Consideration of Temporary and Conditional License Agreement with Allen E. Smith Ranching, Inc.
- VII. Ratification of Change Order No. 3 with Canin Associates
- VIII. Ratification of Custom Pump System Agreement with Watertronics, LLC
- IX. Staff Reports
 - A. Attorney
 - i. Update on Auditing Requirements
 - B. Engineer
 - C. District Manager's Report
 - i. Consideration of Check Register
 - ii. Balance Sheet and Income Statement
 - iii. Field Manager's Report
- X. Supervisor's Requests
- XI. Other Business
- XII. Adjournment

The second order of business is the Public Comment Period where the public has an opportunity to be heard on propositions coming before the Board as reflected on the agenda, and any other items.

The third order of business is the approval of the minutes of the December 5, 2019 meeting. The minutes are enclosed for your review.

The fourth order of business is consideration of Resolution 2020-03 approving utility easement and delegating authority to partially vacate and modify drainage easement. A copy of the resolution is enclosed for your review.

The fifth order of business is consideration of Resolution 2020-04 designating a primary administrative office. A copy of the resolution is enclosed for your review.

The sixth order of business is consideration of temporary conditional license agreement. A copy of the agreement is enclosed for your review.

The seventh order of business is ratification of change order no. 3 with Canin Associates. A copy of the change order is enclosed for your review.

The eighth order of business is ratification of custom pump system agreement with Watertronics, LLC. A copy of the agreement is enclosed for your review.

The ninth order of business is Staff Reports. Section C is the District Manager's Report. Section 1 includes the check registers with invoices for approval. Section 2 includes the balance sheet and income statement for your review Section 3 is the Field Manager's Report. A copy of the report is enclosed for your review.

The balance of the agenda will be discussed at the meeting. In the meantime, if you have any questions, please contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "George S. Flint". The signature is fluid and cursive, with a prominent initial "G" and "S".

George S. Flint
District Manager

Cc: Jan Carpenter, District Counsel
John Florio, District Engineer
Darrin Mossing, GMS

MINUTES

MINUTES OF MEETING
BONNET CREEK RESORT
COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Bonnet Creek Resort Community Development District was held Thursday, December 5, 2019 at 2:00 p.m. at the Hilton Bonnet Creek, 14100 Bonnet Creek Resort Lane, Orlando, Florida.

Present and constituting a quorum were:

Bob Gaul	Chairman
Randall Greene	Vice Chairman
Glen Winsor	Secretary
Herb Von Kluge	Assistant Secretary

Also present were:

George Flint	District Manager
Andrew d'Adesky	District Counsel
John Florio	District Engineer
Jim Nugent	DWMA, Inc.
Justin Koegel	Whiting-Turner Contracting Company
Clayton Smith	GMS

The following is a summary of the minutes and actions taken at the December 5, 2019 meeting and a copy of the proceedings can be obtained by contacting the District Manager.

FIRST ORDER OF BUSINESS

Roll Call

Mr. Flint called the meeting to order and called the roll.

SECOND ORDER OF BUSINESS

Public Comment Period

Mr. Flint stated we have a representative of the contractor for the Hilton expansion present. There was a request we might deal with his issue first if the Board is amenable to that.

Mr. Koegel stated we are finalizing the plans to turn through the median coming out of the fire lane and we just have to insert the turning radius and finalize the engineering plans so we will have that formal plan to you in the next week or so. I also brought the excerpt from our contract and clarified our coverage with our insurance broker. Basically, if there is an incident

we are responsible for, my insurance is responsible for it. Barkley's has us with a \$5 million occurrence policy. I can get the CDD additionally insured for that. I think that should suffice for coverage.

Mr. Von Kluge asked are you going to be proactive in testing?

Mr. Koegel responded absolutely.

Mr. Florio stated construction permits typically come with a requirement to do a background sampling. Our case is different only because the water from that particular lake goes in several different directions. Our concern is that if there is an issue it is going to the Wyndham, the wetlands and the road. I take it the \$5 million pollution policy is similar to what RCID requires too.

Mr. Koegel stated I believe so.

Mr. Gaul asked will the testing also be at the lake that is part of the Wyndham property because we have a lot of wildlife in that lake?

Mr. Florio stated technically you have to test the lake you are working in. If you find a problem in the lake you are working in, then you have to start hunting downstream.

Mr. Koegel stated we will likely have monitoring stations right before we dump into the Chelonia Parkway.

Mr. Flint stated the reason this is being presented to you is at the last meeting the discussion was about requiring them to do a bond of some sort. I think they are looking at this in lieu of.

Mr. d'Adesky stated I would look at the policy language, the definition of what the pollutant coverage covers and if that covers the scope of the potential damages that could happen, in this case we are not looking at possible damage for outfall structures that would be more of a general liability issue although if it is possible to add us as an additional insured to the general liability policy, that would bolster. If we can get assigned to both policies, I would be much more comfortable.

On MOTION by Mr. Von Kluge seconded by Mr. Gaul with three in favor and Mr. Winsor abstaining due to a conflict of interest, being named additional insured on both the pollutant policy and general liability policy for the Hilton expansion subject to review by District Counsel, was approved.

THIRD ORDER OF BUSINESS

Approval of the Minutes of the November 7, 2019 Meeting

On MOTION by Mr. Greene seconded by Mr. Von Kluge with all in favor the minutes of the November 7, 2019 meeting were approved, as presented.

FOURTH ORDER OF BUSINESS

Consideration of Request for Utilization of the CDD Rights of Way by Smart City Telecom to Serve the JW Marriott

This item was deferred.

FIFTH ORDER OF BUSINESS

Consideration of First Amendment to Temporary Conditional License Agreement with Allen E. Smith Ranching, Inc.

This item was deferred.

SIXTH ORDER OF BUSINESS

Consideration of Form of Letter Terminating the Temporary and Conditional License Agreement with James Mack and Allen Smith

Mr. Flint stated this is essentially a letter terminating a license agreement allowing hunting to take place on Crosby Island and the desire is to terminate that license agreement.

Mr. d'Adesky stated the letter contemplated doing both amending and terminating and I will edit that letter to just be terminating the license agreement, related to feral hog hunting off of airboats.

Mr. Flint stated it was supposed to be under the supervision of someone who has since passed away and the desire is to terminate that agreement.

On MOTION by Mr. Winsor seconded by Mr. Greene with all in favor the 2005 temporary license agreement related to feral hog hunting with James Mack and Allen Smith was terminated.

SEVENTH ORDER OF BUSINESS

Staff Reports

A. Attorney

Mr. d'Adesky stated I will follow-up on the insurance issues and licenses. I still have not heard from Lennar or the survey company. I sent a letter to the trail folks; I said we have issues we need to look at and this is on hold indefinitely but I think the resolution of the Board was a hard no.

Mr. Florio stated I volunteered to be the one to tell them the hard no.

Mr. Flint stated I do have for the file a memo from BDA outlining the reason why.

Mr. d'Adesky stated I still haven't heard from the attorney on the golf course easement.

Mr. Von Kluge stated I understand that it is going to be done. There are people who understand the sense of urgency on our behalf to get this done. What is the timing of being up and running?

Mr. Nugent stated there will be a companion document that needs to be prepared and executed by Park or GBH, golf course unless they want to act as the permittee for the irrigation lift station. To pull an Orange County building permit we will need an affidavit, signed and notarized by an authorized person at GBH that says the CDD has permission to pull a building permit to construct the pump station. That was input from Orange County building department because it is not a normal thing to happen. I will ask if they have a format they prefer or if they can send me one from another project with the names blacked out if necessary.

Mr. Florio stated a letter from your office with a copy of the easement would probably get us there. All they want to know is if we have a legal right to be doing what we are doing. The easement not only grants us the right to build there but the ingress and egress we need to get there. The old pump system may last a little longer if we set up a watering schedule now.

Mr. Flint stated Clayton will work with your Engineer, Reese and someone from JW on a watering schedule.

B. Engineer

Mr. Florio stated I handed out two documents. The Waldorf and Hilton project: the Waldorf submitted their permit applications to the water management district for the Waldorf building expansion, which is on the east side of the current Waldorf upland not near the water. The water management district requested a letter from the Board acknowledging that the project was moving forward. We wrote a very benign letter saying we, the District, have the permit and

we are the ones responsible and issued it to the District and they already issued the permit so this is a ratification, but I wanted you to have it.

The second piece, which is a much more voluminous document is a summary of all the items I know to be outstanding. Reedy Creek responded to our request for the sign again with yet another proffer of ten comments I attached in an email with bullets basically saying everything has to move. We tried to formulate a plan that shows that and at the back of this is a sketch of where the Reedy Creek Improvement District would like us to move. The median sign stays exactly where it is. The west wingwall she wants moved back ten feet from the edge of the right of way line and the east wall they want pushed way back into the area they originally offered as right of way for us. The good news is they have agreed to expand the viewshed easement to include a window from the interchange all the way basically to this intersection.

Mr. Flint asked are there any environmental permits?

Mr. Florio stated they are responsible for it. They say that the easement they are drawing is in their right of way and they have the right to clear their right of way because I told them we wouldn't consider a viewshed easement if it was not mowed to the ground.

The balance of the memo is the status on all the other stuff. The Marriott we still have the easement swap to do and a couple other things related to our access to the lift station. The Waldorf and Hilton we talked about including their approval for maintenance of traffic plan and surety. Irrigation pump station we have been all over the high point there. Taxi staging lane: at the last meeting we offered to get proposals from Whiting-Turner, we sent the plans and they are working on it now. Nature trail, I will write them a formal letter telling them we are not interested. Lennar access, we have an agreement that promises us a deed for right of way that is access to a parcel that is critical to fire. They are not going to fix anything, they are not going to survey anything, and they are not going to fight you over it. They just don't want to fix it.

Mr. d'Adesky stated because it has been so many months they may not have started it. I will demand a deed and if I don't get the deed I will send a letter with the complaint.

Mr. Gaul asked going back to the sign issue. Where are we at in the timeframe on construction of the sign?

Mr. Flint asked and how do we keep momentum?

Mr. Florio stated keeping momentum means responding to Reedy Creek. They aren't going to have the money until after the first of the year. We can respond right now and say okay

and give them a new sketch and probably get an agreement. I don't know that what we get is what you are going to be happy with. I just thought there is a conservation easement over the south triangle of what they are going to give us. They are going to have to vacate a conservation easement to give us that piece of right of way and it is not going to happen.

Mr. Von Kluge asked how important is it to have this wall there?

Mr. Florio stated that is not as critical.

Mr. Gaul stated to me that is not as important as the median signage.

Mr. Florio stated if we are generally okay with this my proffer back to them would be this looks like it is going to work we want to revise the design but you have to make sure I'm going to get free and clear right of way so I can build the sign.

Mr. Gaul stated the big sign is important to get here. The other sign is almost like making you feel good where you are staying while you are waiting to go out and most people don't know where they are going and they switch lanes at the last second. If we were voting right now my vote would be let's go forward.

Mr. Florio stated if it were deal or no deal I would suggest we build the median sign and leave the walls where they are and let it go and when they come in and build the road let them do it. We have \$1 million from them on the table for these three pieces in exchange for the right of way.

What if we agree to move everything the way it is on this plan subject to them being able to deliver free and clear right of way unencumbered on the piece we want to build on and to the extent they cannot do that we get all the money and use it for whatever we want to do with the money.

On MOTION by Mr. Gaul seconded by Mr. Winsor with all in favor staff was authorized to proffer a proposal back to Reedy Creek that if they are unable to deliver free and clear right of way unencumbered on the land for the wingwall, the District receives the \$1 million.

Mr. Florio stated I will come to any Disney meeting, any Reedy Creek meeting, I will be available for whatever I need to do to finish this project.

C. Manager

i. Consideration of Check Register

On MOTION by Mr. Greene seconded by Mr. Von Kluge with all in favor the check register was approved.

ii. Balance Sheet and Income Statement

A copy of the balance sheet and income statement were included in the agenda package.

iii. Field Manager’s Report

Mr. Smith stated reviewed his report, copy of which was included in the agenda package.

EIGHTH ORDER OF BUSINESS

Supervisor’s Requests

There being none, the next item followed.

NINTH ORDER OF BUSINESS

Other Business

There being none,

On MOTION by Mr. Greene seconded by Mr. Gaul with all in favor the meeting adjourned at 3:14 p.m.

Secretary/Assistant Secretary

Chairman/Vice Chairman

SECTION IV

RESOLUTION NO. 2020 - 03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF BONNET CREEK RESORT COMMUNITY DEVELOPMENT DISTRICT APPROVING THE EXECUTION OF AN UTILITY EASEMENT, A DRAINAGE EASEMENT AND THE PARTIAL VACATION OF A DRAINAGE EASEMENT, DELEGATING AUTHORITY TO EXECUTE AND DELIVER SAID EASEMENTS, PARTIAL VACATION AND ALL OTHER DOCUMENTS DEEMED NECESSARY TO ALLOW FOR THE UTILITY EASEMENT, DRAINAGE EASEMENT AND THE PARTIAL VACATION; MAKING CERTAIN DECLARATIONS; PROVIDING AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

WHEREAS, the Bonnet Creek Resort Community Development District (the “**District**”) was established by Ordinance Number 2000-16 of the Board of County Commissioners in and for Orange County, Florida pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended, and is validly existing under the Constitution and laws of the State of Florida; and

WHEREAS, District owns and maintains certain property within Orange County and the boundaries of District (“**BCRCDD Property**”), which is part of a certain resort development within Orange County known generally as the Bonnet Creek Resort; and

WHEREAS, a landowner within the District, DCS Real Estate Investments, V, LLC (“**DCS**”) is developing a certain parcel within the District known as Lot 6, on the Bonnet Creek Resort plat as recorded in Book 56, Page 41, of the Official Records of Orange County, Florida (the “**DCS Property**”); and

WHEREAS, in order to facilitate orderly development of the DCS Property, DCS seeks for the District to partially vacate an existing drainage easement (the “**Partial Vacation**”), as depicted in **Composite Exhibit A** attached hereto, in exchange for an additional drainage easement (the “**Drainage Easement**”) attached hereto as **Exhibit B**; and

WHEREAS, the District requires an utility, ingress and egress easement over DCS Property (the “**Utility Easement**”), as depicted in **Composite Exhibit C** attached hereto, to provide access from BCRCDD property to a certain lift station operated by the District; and

WHEREAS, the District and DCS have agreed to exchange the Partial Vacation for the Drainage Easement and Utility Easement; and

WHEREAS, it is in the best interest of the District to undertake the Partial Vacation in exchange for the Drainage Easement and Utility Easement.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Bonnet Creek Resort Community Development District, as follows:

Section 1. Approval of Drainage Easement, Partial Vacation and Utility Easement. The District finds it to be in the best interests of the District to approve the exchange of the Partial Vacation for the Drainage Easement and Utility Easement, and to take all actions necessary to facilitate such exchange.

Section 2. Delegation of Authority. The authorizes the execution by the Chairman, Vice Chairman or any Designated Member and the Secretary and the delivery of these documents with such changes therein as shall be approved by the Chairman or Designated Member executing the same, with such execution to constitute conclusive evidence of such officer's approval and the District's approval of any changes therein. Chairman, Vice Chairman, Assistant Secretaries or Secretary of the Board (each individually a "Designated Member"), are hereby designated and authorized on behalf of the Board to attest to the seal of the Board and to the signature of any Designated Member as they appear on any and all other documents which may be necessary or helpful in connection with the execution and performance of the Partial Vacation, Utility Easement and Drainage Easement.

Section 3. Staff Authorization. District staff, including, but not limited to, District Counsel, District Engineer and District Manager, are hereby authorized to prepare and deliver all necessary documents to effectuate the Utility Easement, Drainage Easement and Partial Vacation.

Section 4. Further Official Action; Ratification of Prior and Subsequent Acts. The Chairman, Vice Chairman, Secretary and each member of the Board and any other proper official of the District are each hereby authorized and directed to execute and deliver any and all documents and instruments and to do and cause to be done any and all acts and things necessary or desirable for carrying out the transactions contemplated by this Resolution. In the event that the Chairman or the Secretary is unable to execute and deliver the documents herein contemplated, such documents shall be executed and delivered by the respective designee of such officer or official or any other duly authorized officer or official of the District. The Secretary or any Assistant Secretary is hereby authorized and directed to apply and attest the official seal of the District to any agreement or instrument authorized or approved herein that requires such a seal and attestation. In addition to the authorization of changes otherwise permitted under the terms of this Resolution, the Chairman or any Designated Member may, among other things, authorize the change of the date of any document accompanying this Resolution as an exhibit or incorporate the information and details related to the reimbursement amounts and costs for signage. Execution by the Chairman or a Designated Member of such document shall be deemed to be conclusive evidence of approval of such changes. All the acts and doings of such members of the Board, the officers of the District, and the agents, staff and employees of the District, which are in conformity with the intent and purposes of this Resolution, whether heretofore or hereafter taken or done, shall be and are hereby ratified, confirmed and approved.

Section 5. Severability. If any section, paragraph, clause or provision of this Resolution shall be held to be invalid or ineffective for any reason, the remainder of this Resolution shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this Resolution would have been adopted despite the invalidity or ineffectiveness of such section, paragraph, clause or provision.

Section 6. Inconsistent Proceedings. All resolutions or proceedings, or parts thereof, in conflict with the provisions hereof are to the extent of such conflict hereby repealed or amended to the extent of such inconsistency.

Section 7. Public Meetings. It is hereby found and determined that all formal actions of the District concerning and relating to the adoption of this Resolution and the consummation of the transactions contemplated by this Resolution were adopted in open meetings of the District, and that all deliberations of the District that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements.

Section 8. Effective Date. This Resolution shall take effect immediately upon its adoption.

PASSED in Public Session of the Board of Supervisors of Bonnet Creek Resort Community Development District, this 6th day of February 2020.

**BONNET CREEK RESORT COMMUNITY
DEVELOPMENT DISTRICT**

Attest:

Secretary/Assistant Secretary,
Board of Supervisors

Chairman, Board of Supervisors

COMPOSITE EXHIBIT A

Partial Vacation

Exhibit A-1 (Existing Drainage Easement)

Exhibit A-2 (Remaining Drainage Easement after Partial Vacation)

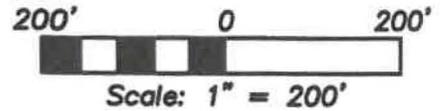
EXHIBIT A-1

SKETCH OF DESCRIPTION

Description (Prepared by Donald W. McIntosh Associates Inc.):

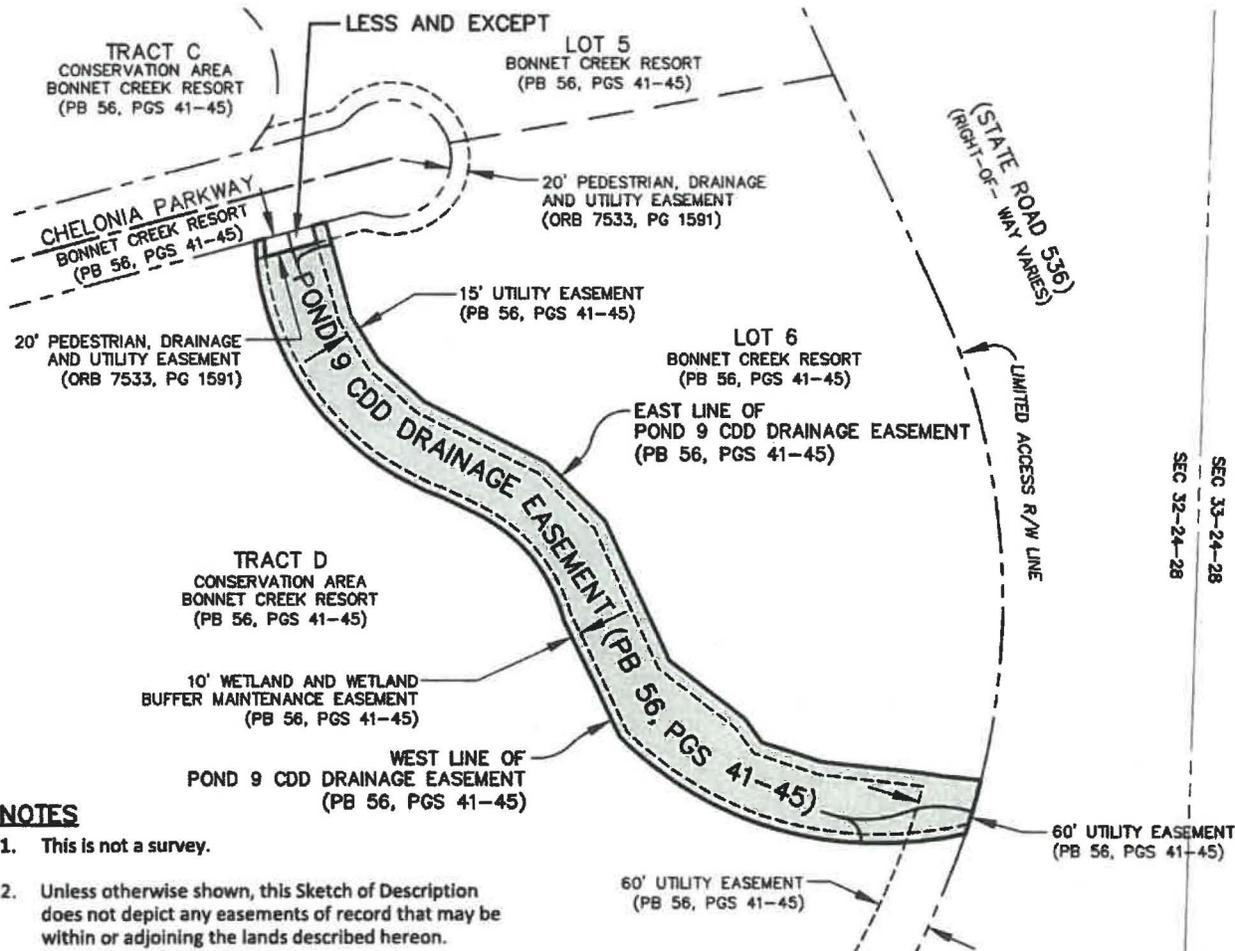
Pond 9 CDD Drainage Easement within Lot 6 of the plat of BONNET CREEK RESORT, as recorded in Plat Book 56, Pages 41 through 45, of the Public Records of Orange County, Florida. LESS AND EXCEPT: That part of said Pond 9 CDD Drainage Easement lying within the 20' Pedestrian, Drainage and Utility Easement, described in Official Records Book 7533, Page 1591, of the Public Records of Orange County, Florida, lying Easterly of the 10' Wetland and Wetland Buffer Maintenance Easement as shown on said plat and lying Westerly of the 15' Utility Easement as shown on said plat.

Containing 2.200 acres, more or less and being subject to any rights-of-way, restrictions and easements of record.



LEGEND

SEC 32-24-28 SECTION 32, TOWNSHIP 24 SOUTH, RANGE 28 EAST
ORB OFFICIAL RECORDS BOOK
PB PLAT BOOK
PG(S) PAGE(S)



NOTES

1. This is not a survey.
2. Unless otherwise shown, this Sketch of Description does not depict any easements of record that may be within or adjoining the lands described hereon.

PREPARED FOR:

Bonnet Creek Resort Community Development District
POND 9 CDD DRAINAGE EASEMENT PARTIAL VACATE

DATE	BY	DESCRIPTION
REVISIONS		



DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB68

DONALD W. McINTOSH ASSOCIATES, INC.
CERTIFICATE OF AUTHORIZATION NO. LB68

Rocky J. Caplan June 24, 2019
Florida Registered Surveyor and Mapper
Certificate No. 4285

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR AN ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

DRAWN BY: JPF	JOB NO. 22234.000	SCALE 1"=200'	SHEET 1
DATE: 6/2019	CHECKED BY: RLC		OF 1

EXHIBIT A-2

**SKETCH OF DESCRIPTION
INGRESS/EGRESS AND
DRAINAGE EASEMENT**

A PORTION OF LOT 6 BONNET CREEK RESORT
PLAT BOOK 56, PAGE 41, ORANGE COUNTY, FLORIDA
SECTION 32, TOWNSHIP 24 SOUTH, RANGE 28 EAST

AREA ABOVE RESERVED FOR RECORDING INFORMATION

DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF LOT 6, BONNET CREEK RESORT, AS RECORDED IN PLAT BOOK 56, PAGE 41, PUBLIC RECORDS OR ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCE AT THE NORTHWEST CORNER OF LOT 6, BONNET CREEK RESORT, AS RECORDED IN PLAT BOOK 56, PAGE 41, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN NORTH 74°53'10" EAST ALONG THE SOUTH RIGHT-OF-WAY LINE OF CHELONIA PARKWAY A DISTANCE OF 66.91 FEET, THENCE DEPARTING SAID SOUTH RIGHT-OF-WAY LINE OF CHELONIA PARKWAY RUN SOUTH 15°08'50" EAST A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING; THENCE RUN SOUTH 15°08'50" EAST, A DISTANCE OF 52.38 FEET TO A POINT ON A NON TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 115.38 FEET, A CENTRAL ANGLE OF 62°38'52" AND A CHORD DISTANCE OF 119.97 FEET WHICH BEARS SOUTH 15°43'04" EAST; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 126.16 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 41.50 FEET, A CENTRAL ANGLE OF 52°01'46" AND A CHORD DISTANCE OF 36.40 FEET WHICH BEARS SOUTH 21°01'37" EAST; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 37.69 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 44.50 FEET, A CENTRAL ANGLE OF 175°02'36" AND A CHORD DISTANCE OF 88.92 FEET WHICH BEARS SOUTH 82°32'02" EAST; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 135.95 FEET; THENCE RUN SOUTH 62°57'30" EAST, A DISTANCE OF 40.90 FEET; THENCE RUN SOUTH 56°26'53" EAST, A DISTANCE OF 76.76 FEET; THENCE RUN SOUTH 44°19'55" EAST, A DISTANCE OF 76.99 FEET; THENCE RUN SOUTH 24°12'50" EAST, A DISTANCE OF 126.41 FEET; THENCE RUN SOUTH 66°08'31" WEST, A DISTANCE OF 9.15 FEET; THENCE RUN SOUTH 24°29'04" EAST, A DISTANCE OF 47.00 FEET; THENCE RUN NORTH 64°48'31" EAST, A DISTANCE OF 8.51 FEET; THENCE RUN SOUTH 52°29'07" EAST, A DISTANCE OF 133.47 FEET; THENCE RUN SOUTH 35°58'06" EAST, A DISTANCE OF 14.31 FEET; THENCE RUN SOUTH 71°48'11" EAST, A DISTANCE OF 78.43 FEET; THENCE RUN SOUTH 83°34'21" EAST, A DISTANCE OF 54.19 FEET TO A POINT ON A NON TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 40.50 FEET, A CENTRAL ANGLE OF 119°29'44" AND A CHORD DISTANCE OF 69.97 FEET WHICH BEARS SOUTH 44°15'06" EAST; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 84.47 FEET TO A POINT ON A NON TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 815.39 FEET, A CENTRAL ANGLE OF 00°39'57" AND A CHORD DISTANCE OF 9.48 FEET WHICH BEARS SOUTH 18°38'24" WEST; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 9.48 FEET TO A POINT ON A NON TANGENT CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 401.83 FEET, A CENTRAL ANGLE OF 49°38'40" AND A CHORD DISTANCE OF 337.38 FEET WHICH BEARS NORTH 70°04'23" WEST; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 348.17 FEET; THENCE RUN NORTH 25°06'46" WEST, A DISTANCE OF 146.42 FEET TO A POINT ON A NON TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 193.66 FEET, A CENTRAL ANGLE OF 48°40'25" AND A CHORD DISTANCE OF 159.61 FEET WHICH BEARS NORTH 39°08'40" WEST; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 164.52 FEET; THENCE RUN NORTH 63°24'53" WEST, A DISTANCE OF 40.78 FEET TO A POINT ON A NON TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 310.61 FEET, A CENTRAL ANGLE OF 64°36'39" AND A CHORD DISTANCE OF 332.00 FEET WHICH BEARS NORTH 37°38'39" WEST; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 350.27 FEET; THENCE RUN NORTH 74°53'10" EAST, A DISTANCE OF 60.76 FEET TO THE POINT OF BEGINNING.

CONTAINING 52,290 SQUARE FEET OR 1.200 ACRES, MORE OR LESS.

SURVEYOR'S NOTES

1. THE SURVEYOR HAS NOT ABSTRACTED THE LAND SHOWN HEREON FOR EASEMENTS, RIGHT OF WAY, RESTRICTIONS OF RECORD WHICH MAY AFFECT THE TITLE OR USE OF THE LAND
2. NO IMPROVEMENTS HAVE BEEN LOCATED.
3. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
4. THIS DOCUMENT CONSISTS OF 3 PAGES NOT FULL OR COMPLETE WITHOUT ALL.
5. BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH RIGHT-OF-WAY LINE OF CHELONIA PARKWAY, WHICH BEARS N74°53'10"E, PER PLAT.
6. THIS IS NOT A BOUNDARY SURVEY, BUT A GRAPHICAL REPRESENTATION OF THE LEGAL DESCRIPTION INCLUDED HEREIN.

SHEET 1 OF 3

SEE SHEET 2 OF 3 FOR SKETCH.

SEE SHEET 3 OF 3 FOR CURVE AND LINE DATA.

THIS SKETCH IS NOT A SURVEY.

SKETCH OF DESCRIPTION
INGRESS/EGRESS AND DRAINAGE EASEMENT
BONNET CREEK RESORT - A PORTION OF LOT 6
A PORTION OF
SECTION 32, TOWNSHIP 24 SOUTH, RANGE 28 EAST

ORANGE COUNTY, FLORIDA

JOB NO.:	DATE	REVISIONS	TECH
3062701	1/04/19	REV. DESC.	JDF
SCALE: 1" = 150'			
DRAWN BY: MRC			
APPROVED BY: JDF			
DRAWING FILE #			
3062701 - BONNET CREEK RESORT LOT 6			
INGRESS-EGRESS & DRAINAGE EASEMENT WEST			
SDD.DWG			



CERTIFICATION OF AUTHORIZATION NUMBER LB#6393
3191 MAGUIRE BOULEVARD, SUITE 200
ORLANDO, FLORIDA 32803
(407) 426-7878
WWW.AMERICANSURVEYINGANDMAPPING.COM

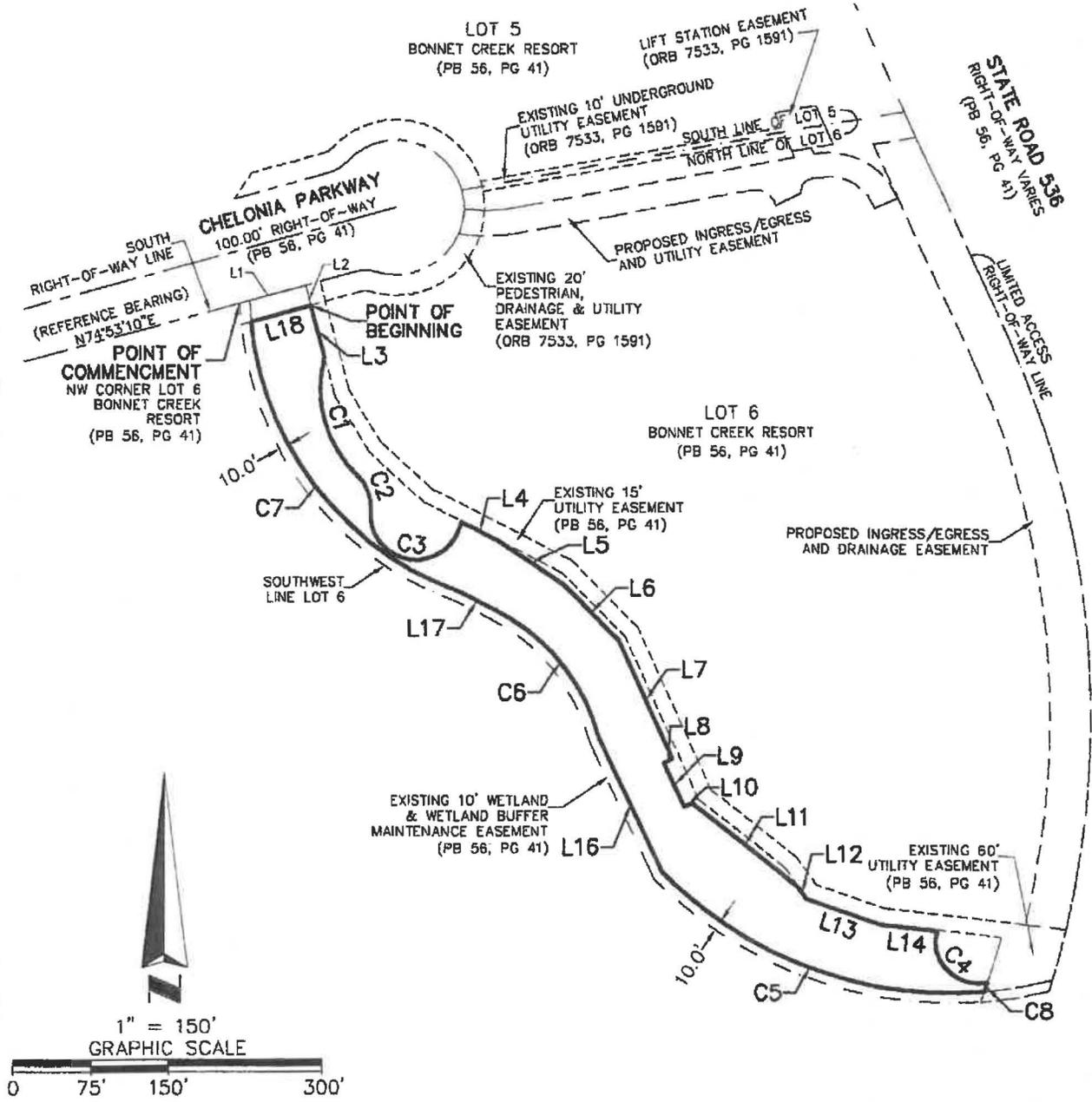
I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION, SUBJECT TO THE SURVEYOR'S NOTES CONTAINED HEREON, MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5D17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

James D. Flick
JAMES D. FLICK, PSM #6088
STATE OF FLORIDA
DATE: 1/5/19

EXHIBIT A-2

**SKETCH OF DESCRIPTION
INGRESS/EGRESS AND
DRAINAGE EASEMENT**

A PORTION OF LOT 6 BONNET CREEK RESORT
PLAT BOOK 56, PAGE 41, ORANGE COUNTY, FLORIDA
SECTION 32, TOWNSHIP 24 SOUTH, RANGE 28 EAST



SHEET 2 OF 3 - NOT FULL OR COMPLETE WITHOUT ALL SHEETS.
SEE SHEET 1 OF 3 FOR DESCRIPTION, NOTES, AND CERTIFICATION.
SEE SHEET 3 OF 3 FOR CURVE AND LINE DATA.

THIS SKETCH IS NOT A SURVEY.

LEGEND AND ABBREVIATIONS

LB #	LICENSED BUSINESS NUMBER
ORB	OFFICIAL RECORDS BOOK PAGE(S)
PG	PLAT BOOK
PSM	PROFESSIONAL SURVEYOR & MAPPER



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SKETCH OF DESCRIPTION INGRESS/EGRESS AND DRAINAGE EASEMENT

A PORTION OF LOT 6 BONNET CREEK RESORT
PLAT BOOK 56, PAGE 41, ORANGE COUNTY, FLORIDA
SECTION 32, TOWNSHIP 24 SOUTH, RANGE 28 EAST

Line Table		
Line #	Direction	Length
L1	N74°53'10"E	66.91'
L2	S15°08'50"E	20.00'
L3	S15°06'50"E	52.38'
L4	S62°57'30"E	40.80'
L5	S56°26'53"E	76.76'
L6	S44°19'55"E	76.99'
L7	S24°12'50"E	126.41'
L8	S66°08'31"W	9.15'
L9	S24°29'04"E	47.00'

Line Table		
Line #	Direction	Length
L10	N64°48'31"E	8.51'
L11	S52°29'07"E	133.47'
L12	S35°58'06"E	14.31'
L13	S71°48'11"E	78.43'
L14	S83°34'21"E	54.19'
L16	N25°08'46"W	148.42'
L17	N63°24'53"W	40.78'
L18	N74°53'10"E	60.76'

Curve Table					
Curve #	Length	Radius	Delta	Chord Bearing	Chord
C1	126.18'	115.38'	62°38'52"	S15°43'04"E	119.97'
C2	37.69'	41.50'	52°01'46"	S21°01'37"E	36.40'
C3	135.95'	44.50'	175°02'36"	S82°32'02"E	88.92'
C4	84.47'	40.50'	119°29'44"	S44°15'06"E	69.97'
C5	348.17'	401.83'	49°38'40"	N70°04'23"W	337.38'
C6	184.52'	193.66'	48°40'25"	N39°08'40"W	159.61'
C7	350.27'	310.61'	64°36'39"	N37°38'39"W	332.00'
C8	9.48'	815.39'	00°39'57"	S18°38'24"W	9.48'

THIS SKETCH IS NOT A SURVEY.

SHEET 3 OF 3 - NOT FULL OR COMPLETE WITHOUT ALL SHEETS.
SEE SHEET 1 OF 3 FOR DESCRIPTION, NOTES, AND CERTIFICATION.
SEE SHEET 2 OF 3 FOR SKETCH.

LEGEND AND ABBREVIATIONS

LB	LICENSED BUSINESS
#	NUMBER
ORB	OFFICIAL RECORDS BOOK
PG	PAGE(S)
PB	PLAT BOOK
PSM	PROFESSIONAL SURVEYOR & MAPPER



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& MAPPING INC.

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EXHIBIT B

Drainage Easement

SKETCH OF DESCRIPTION INGRESS/EGRESS AND DRAINAGE EASEMENT

A PORTION OF LOT 6 BONNET CREEK RESORT
PLAT BOOK 56, PAGE 41, ORANGE COUNTY, FLORIDA
SECTION 32, TOWNSHIP 24 SOUTH, RANGE 28 EAST

AREA ABOVE RESERVED FOR RECORDING INFORMATION

DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF LOT 6, BONNET CREEK RESORT, AS RECORDED IN PLAT BOOK 56, PAGE 41, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF LOT 6, BONNET CREEK RESORT, AS RECORDED IN PLAT BOOK 56, PAGE 41, PUBLIC RECORDS OF ORANGE, FLORIDA, SAID POINT LYING ON THE SOUTHWEST LIMITED ACCESS RIGHT-OF-WAY LINE OF STATE ROAD 536; THENCE RUN SOUTH 24°34'05" EAST ALONG SAID LIMITED ACCESS RIGHT-OF-WAY LINE A DISTANCE OF 27.40 FEET TO THE POINT OF BEGINNING. THENCE RUN SOUTH 24°34'05" EAST, A DISTANCE OF 223.91 FEET TO A POINT ON A NON TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 875.39 FEET, A CENTRAL ANGLE OF 38°03'16" AND A CHORD DISTANCE OF 570.78 FEET WHICH BEARS SOUTH 05°32'49" EAST; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 581.41 FEET; THENCE DEPARTING SAID LIMITED ACCESS RIGHT-OF-WAY LINE OF STATE ROAD 536, RUN NORTH 83°34'21" WEST, A DISTANCE OF 40.82 FEET TO A POINT ON A NON TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 834.89 FEET, A CENTRAL ANGLE OF 38°23'54" AND A CHORD DISTANCE OF 549.11 FEET WHICH BEARS NORTH 05°22'30" WEST; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 559.52 FEET; THENCE RUN NORTH 24°34'05" WEST, A DISTANCE OF 234.42 FEET; THENCE RUN NORTH 79°58'32" EAST, A DISTANCE OF 41.84 FEET TO THE POINT OF BEGINNING.

CONTAINING 32,385 SQUARE FEET OR 0.743 ACRES, MORE OR LESS.

SURVEYOR'S NOTES

1. THE SURVEYOR HAS NOT ABSTRACTED THE LAND SHOWN HEREON FOR EASEMENTS, RIGHT OF WAY, RESTRICTIONS OF RECORD WHICH MAY AFFECT THE TITLE OR USE OF THE LAND
2. NO IMPROVEMENTS HAVE BEEN LOCATED.
3. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
4. THIS DOCUMENT CONSISTS OF 2 PAGES AND IS NOT FULL OR COMPLETE WITHOUT BOTH.
5. BEARINGS SHOWN HEREON ARE BASED ON THE LIMITED ACCESS RIGHT-OF-WAY LINE OF STATE ROAD 536, WHICH BEARS S24°34'05"E, PER PLAT.
6. THIS IS NOT A BOUNDARY SURVEY, BUT A GRAPHICAL REPRESENTATION OF THE LEGAL DESCRIPTION INCLUDED HEREIN.

SHEET 1 OF 2
SEE SHEET 2 OF 2 FOR SKETCH

THIS SKETCH IS NOT A SURVEY.

SKETCH OF DESCRIPTION
INGRESS/EGRESS AND DRAINAGE EASEMENT
BONNET CREEK RESORT - A PORTION OF LOT 6
A PORTION OF
SECTION 32, TOWNSHIP 24 SOUTH, RANGE 28 EAST

ORANGE COUNTY, FLORIDA

JOB NO.:	DATE	REVISIONS	TECH
3062701	1/04/19	REVISE DESC.	JDF
SCALE: 1" = 150'			
DRAWN BY: MRC			
APPROVED BY: JDF			
DRAWING FILE #			
3062701 - BONNET CREEK RESORT LOT 6			
INGRESS-EGRESS & DRAINAGE EASEMENT EAST			
SOD.DWG			

ASAM
AMERICAN
SURVEYING
& MAPPING INC.

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3191 MAGUIRE BOULEVARD, SUITE 200
ORLANDO, FLORIDA 32803
(407) 428-7879
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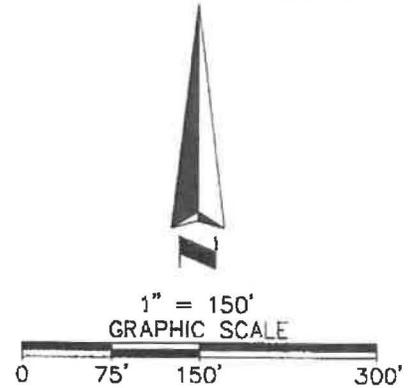
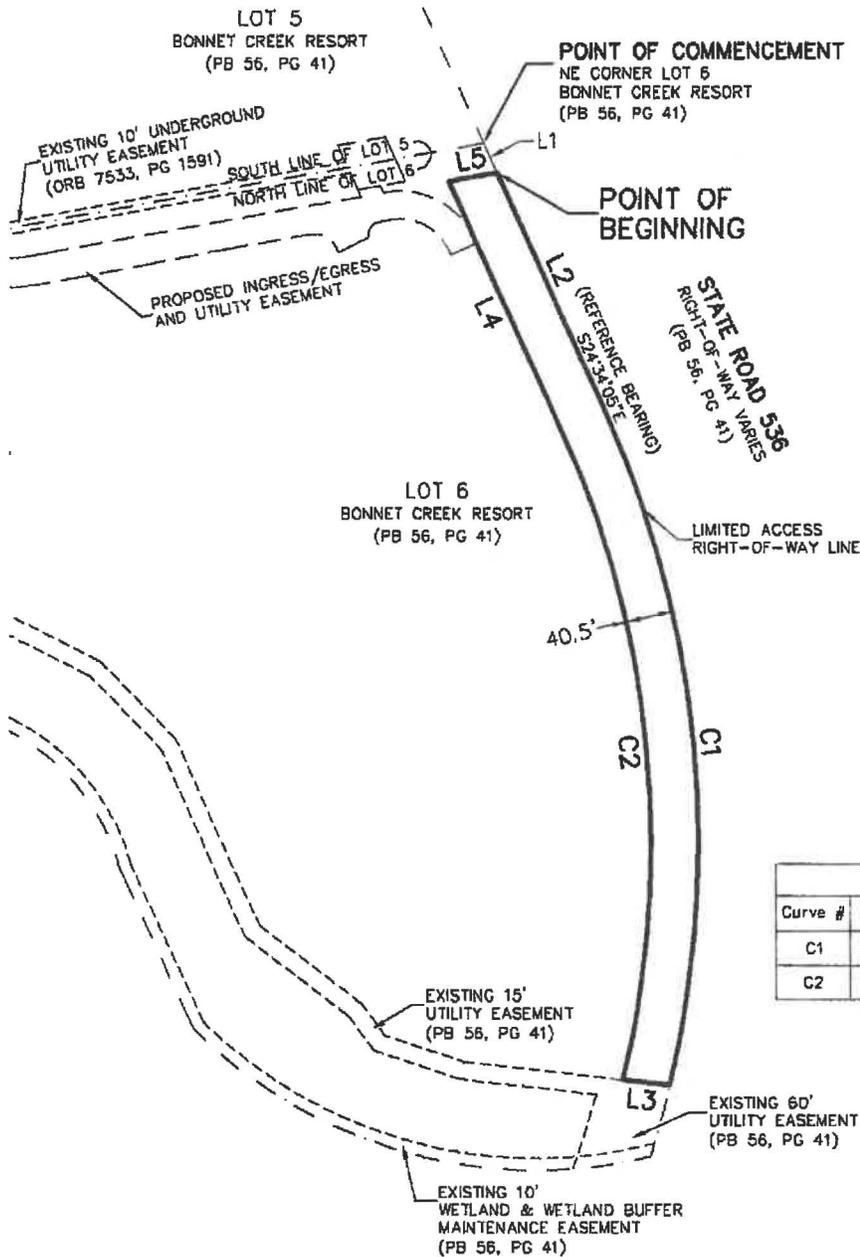
I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION, SUBJECT TO THE SURVEYOR'S NOTES CONTAINED HEREON, MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS BY CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES!

James D. Flick
JAMES D. FLICK, PSM #8088

STATE OF
DATE: 1/04/19

SKETCH OF DESCRIPTION INGRESS/EGRESS AND DRAINAGE EASEMENT

A PORTION OF LOT 6 BONNET CREEK RESORT
PLAT BOOK 56, PAGE 41, ORANGE COUNTY, FLORIDA
SECTION 32, TOWNSHIP 24 SOUTH, RANGE 28 EAST



Line Table		
Line #	Direction	Length
L1	S24°34'05"E	27.40'
L2	S24°34'05"E	223.91'
L3	N83°34'21"W	40.82'
L4	N24°34'05"W	234.42'
L5	N79°58'32"E	41.84'

Curve Table					
Curve #	Length	Radius	Delta	Chord Bearing	Chord
C1	581.41'	875.39'	38°03'16"	S05°32'49"E	570.78'
C2	559.52'	834.89'	38°23'54"	N05°22'30"W	549.11'

THIS SKETCH IS NOT A SURVEY.

SHEET 2 OF 2 - NOT FULL OR COMPLETE WITHOUT ALL SHEETS.
SEE SHEET 1 OF 2 FOR DESCRIPTION, NOTES, AND CERTIFICATION.

LEGEND AND ABBREVIATIONS

LB LICENSED BUSINESS
NUMBER
ORB OFFICIAL RECORDS BOOK
PG PAGE(S)
PB PLAT BOOK
PSM PROFESSIONAL SURVEYOR
& MAPPER

ASM

AMERICAN SURVEYING & MAPPING INC.

CERTIFICATION OF AUTHORIZATION NUMBER LB#8393
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(407) 426-7979
WWW.AMERICANSURVEYINGANDMAPPING.COM

COMPOSITE EXHIBIT C

Utility Easement

**SKETCH OF DESCRIPTION
INGRESS/EGRESS AND
UTILITY EASEMENT**

A PORTION OF LOT 6 BONNET CREEK RESORT
PLAT BOOK 56, PAGE 41, ORANGE COUNTY, FLORIDA
SECTION 32, TOWNSHIP 24 SOUTH, RANGE 28 EAST

AREA ABOVE RESERVED FOR RECORDING INFORMATION

DESCRIPTION

A PARCEL OF LAND, BEING A PORTION OF LOT 6, BONNET CREEK RESORT, AS RECORDED IN PLAT BOOK 56, PAGE 41, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCE AT THE NORTHWEST CORNER OF LOT 6 BONNET CREEK RESORT, AS RECORDED IN PLAT BOOK 56, PAGE 41, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN NORTH 74°53'10" EAST ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF CHELONIA PARKWAY AS RECORDED IN BONNET CREEK RESORT, PLAT BOOK 56, PAGE 41, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, A DISTANCE OF 118.67 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 32°41'32", A CHORD BEARING OF S88°46'04"E AND A CHORD DISTANCE OF 19.70 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 19.97 FEET TO A POINT OF REVERSE CURVATURE ON A CURVE TO THE LEFT HAVING A RADIUS OF 66.00 FEET, A CENTRAL ANGLE OF 106°21'19", A CHORD BEARING OF N54°24'02"E AND A CHORD DISTANCE OF 105.67 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 122.52 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 147.69 FEET, A CENTRAL ANGLE OF 07°46'27", A CHORD BEARING OF S85°37'35"E AND A CHORD DISTANCE OF 20.02 FEET; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 20.04 FEET TO THE POINT OF BEGINNING, SAID POINT BEING THE BEGINNING OF A NON TANGENT CURVE TO THE LEFT, CONCAVE WESTERLY, HAVING A RADIUS OF 86.00 FEET, A CENTRAL ANGLE OF 12°33'32", A CHORD BEARING OF N04°19'26"W, AND CHORD DISTANCE OF 18.81 FEET; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 18.85 FEET; THENCE RUN N79°56'11"E, A DISTANCE OF 302.11 FEET; THENCE RUN S24°34'05"E, A DISTANCE OF 22.17 FEET; THENCE RUN S79°58'32"W, A DISTANCE OF 267.54 FEET; THENCE RUN S79°59'16"W, A DISTANCE OF 15.55 FEET; THENCE RUN S81°12'59"W, A DISTANCE OF 4.50 FEET; THENCE RUN S82°50'41"W, A DISTANCE OF 4.03 FEET; THENCE RUN S84°32'48"W, A DISTANCE OF 4.89 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 150.00 FEET, A CENTRAL ANGLE OF 05°02'24", A CHORD BEARING OF S88°00'00"W AND A CHORD DISTANCE OF 13.19 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 13.19 FEET TO THE POINT OF BEGINNING.

CONTAINING 6,504 SQUARE FEET OR 0.149 ACRES, MORE OR LESS.

SURVEYOR'S NOTES

1. THE SURVEYOR HAS NOT ABSTRACTED THE LAND SHOWN HEREON FOR EASEMENTS, RIGHT OF WAY, RESTRICTIONS OF RECORD WHICH MAY AFFECT THE TITLE OR USE OF THE LAND
2. NO IMPROVEMENTS HAVE BEEN LOCATED.
3. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
4. THIS DOCUMENT CONSISTS OF 2 PAGES NOT FULL OR COMPLETE WITHOUT BOTH.
5. BEARINGS SHOWN HEREON ARE BASED ON SOUTH RIGHT-OF-WAY LINE OF CHELONIA PARKWAY, WHICH BEARS N74°53'10"E, PER PLAT.
6. THIS IS NOT A BOUNDARY SURVEY, BUT A GRAPHICAL REPRESENTATION OF THE LEGAL DESCRIPTION INCLUDED HEREIN.

SHEET 1 OF 2

SEE SHEET 2 OF 2 FOR SKETCH

THIS SKETCH IS NOT A SURVEY.

SKETCH OF DESCRIPTION
INGRESS/EGRESS AND UTILITY EASEMENT
BONNET CREEK RESORT - A PORTION OF LOT 6
A PORTION OF
SECTION 32, TOWNSHIP 24 SOUTH, RANGE 28 EAST

ORANGE COUNTY, FLORIDA

JOB NO.:	DATE	REVISIONS	TECH
3062701	1/04/19	REV. DESC.	JDF
SCALE: 1" = 100'			
DRAWN BY: TRKII			
APPROVED BY: JDF			
DRAWING FILE #			
3062701 - BONNET CREEK RESORT LOT 6 INGRESS-EGRESS & UTILITY EASEMENT 5004.DWG			

ASAM

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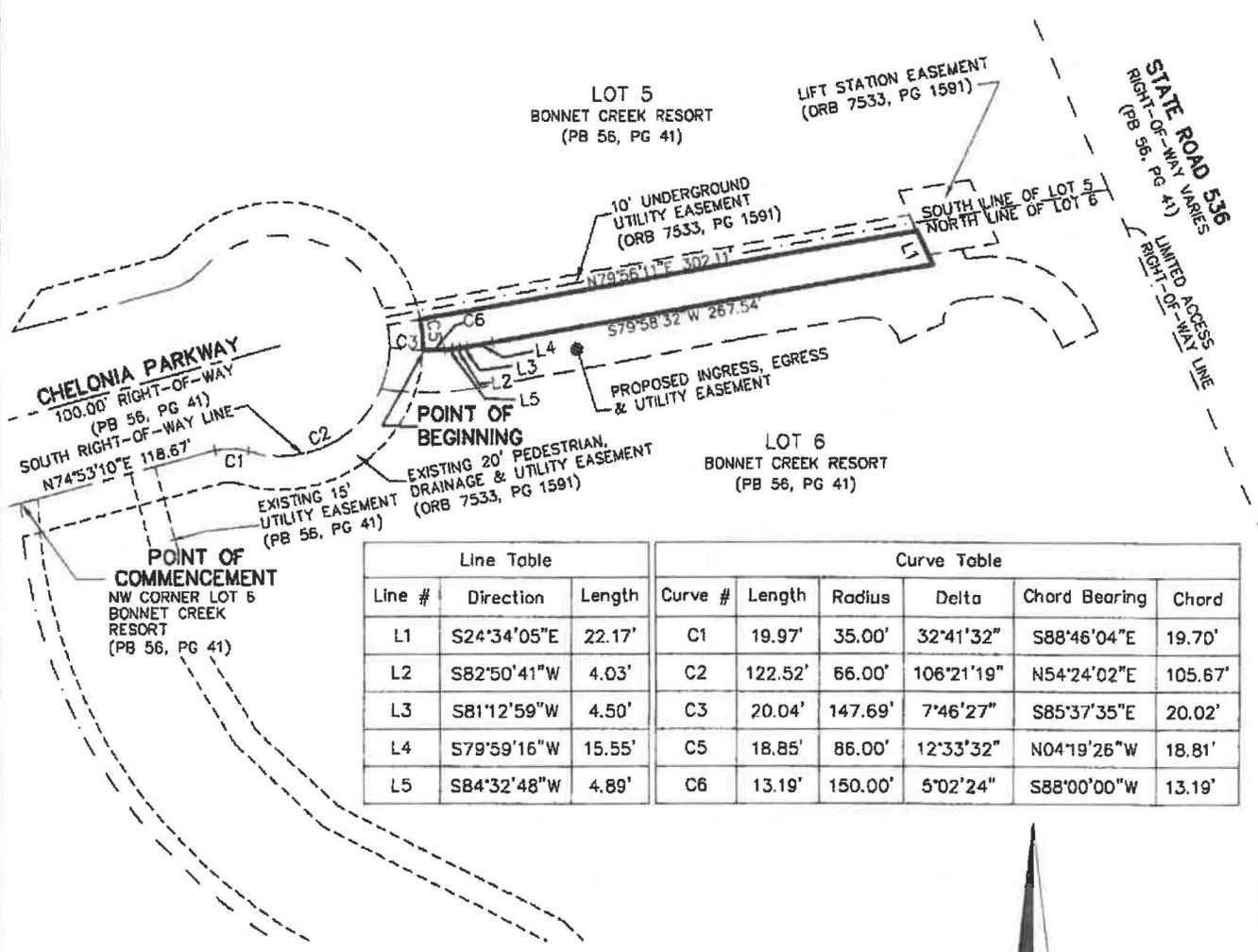
CERTIFICATION OF AUTHORIZATION NUMBER LB#6393
3191 MAGUIRE BOULEVARD, SUITE 200
ORLANDO, FLORIDA 32803
(407) 426-7879
WWW.AMERICANSURVEYINGANDMAPPING.COM

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION, SUBJECT TO THE SURVEYOR'S NOTES CONTAINED HEREON, MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 54-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

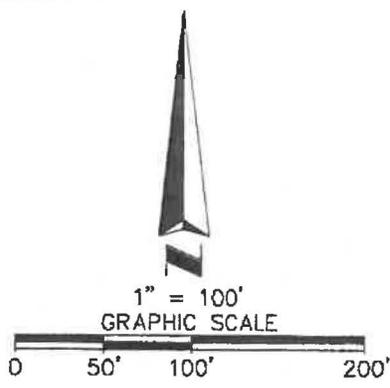

 JAMES D. FLICK, LICENSE #60880
 FLORIDA
 DATE: 1/04/19

SKETCH OF DESCRIPTION INGRESS/EGRESS AND UTILITY EASEMENT

A PORTION OF LOT 6 BONNET CREEK RESORT
PLAT BOOK 56, PAGE 41, ORANGE COUNTY, FLORIDA
SECTION 32, TOWNSHIP 24 SOUTH, RANGE 28 EAST



Line Table			Curve Table					
Line #	Direction	Length	Curve #	Length	Radius	Delta	Chord Bearing	Chord
L1	S24°34'05"E	22.17'	C1	19.97'	35.00'	32°41'32"	S88°46'04"E	19.70'
L2	S82°50'41"W	4.03'	C2	122.52'	66.00'	106°21'19"	N54°24'02"E	105.67'
L3	S81°12'59"W	4.50'	C3	20.04'	147.69'	7°46'27"	S85°37'35"E	20.02'
L4	S79°59'16"W	15.55'	C5	18.85'	86.00'	12°33'32"	N04°19'26"W	18.81'
L5	S84°32'48"W	4.89'	C6	13.19'	150.00'	5°02'24"	S88°00'00"W	13.19'



THIS SKETCH IS NOT A SURVEY.

SHEET 2 OF 2 - NOT FULL OR COMPLETE WITHOUT ALL SHEETS.
SEE SHEET 1 OF 2 FOR DESCRIPTION, NOTES, AND CERTIFICATION.

LEGEND AND ABBREVIATIONS

- LB LICENSED BUSINESS
- # NUMBER
- ORB OFFICIAL RECORDS BOOK
- PG PAGE(S)
- PB PLAT BOOK
- PSM PROFESSIONAL SURVEYOR & MAPPER



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SKETCH OF DESCRIPTION

INGRESS/EGRESS AND UTILITY EASEMENT

A PORTION OF LOT 6 BONNET CREEK RESORT
 PLAT BOOK 56, PAGE 41, ORANGE COUNTY, FLORIDA
 SECTION 32, TOWNSHIP 24 SOUTH, RANGE 28 EAST

DESCRIPTION

AREA ABOVE RESERVED FOR RECORDING INFORMATION

A PARCEL OF LAND BEING A PORTION OF LOT 6, BONNET CREEK RESORT, AS RECORDED IN PLAT BOOK 56, PAGE 41, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCE AT THE NORTHWEST CORNER OF LOT 6 BONNET CREEK RESORT, AS RECORDED IN PLAT BOOK 56, PAGE 41, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN NORTH 74°53'10" EAST ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF CHELONIA PARKWAY AS RECORDED IN BONNET CREEK RESORT, PLAT BOOK 56, PAGE 41, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, A DISTANCE OF 118.67 FEET TO A POINT ON A CURVE TO THE RIGHT, CONCAVE SOUTHERLY, HAVING A RADIUS OF 35.00 FEET AND A CENTRAL ANGLE OF 32°41'32", A CHORD THAT BEARS SOUTH 88°46'04" EAST, A DISTANCE OF 19.70 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 19.97 FEET TO A POINT ON A REVERSE CURVE TO THE LEFT, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 66.00 FEET AND A CENTRAL ANGLE OF 84°50'40", A CHORD THAT BEARS NORTH 65°09'21" EAST, A DISTANCE OF 89.05 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 97.74 FEET TO THE POINT OF BEGINNING; SAID POINT ALSO BEING ON OF A CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES NORTH 67°15'14" WEST, A RADIAL DISTANCE OF 66.00 FEET; THENCE NORTHERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 21°30'09", A DISTANCE OF 24.77 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT, CONCAVE NORTHERLY, HAVING A RADIUS OF 149.98 FEET AND A CENTRAL ANGLE OF 07°37'42", A CHORD THAT BEARS SOUTH 85°38'20" EAST, A DISTANCE OF 19.95 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 19.97 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT, CONCAVE NORTHERLY, HAVING A RADIUS OF 150.00 FEET AND A CENTRAL ANGLE OF 05°03'59", A CHORD THAT BEARS NORTH 88°00'48" EAST, A DISTANCE OF 13.26 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 13.26 FEET; THENCE NORTH 84°32'48" EAST, A DISTANCE OF 4.89 FEET; THENCE NORTH 82°50'41" EAST, A DISTANCE OF 4.03 FEET; THENCE NORTH 81°12'59" EAST, A DISTANCE OF 4.50 FEET; THENCE NORTH 79°59'16" EAST, A DISTANCE OF 15.55 FEET; THENCE NORTH 79°58'32" EAST, A DISTANCE OF 267.54 FEET; THENCE NORTH 24°34'05" WEST, A DISTANCE OF 6.67 FEET; THENCE NORTH 79°56'11" EAST, A DISTANCE OF 19.53 FEET; THENCE SOUTH 24°44'52" EAST, A DISTANCE OF 6.69 FEET; THENCE NORTH 79°58'32" EAST, A DISTANCE OF 3.91 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 69.00 FEET AND A CENTRAL ANGLE OF 75°07'19", A CHORD THAT BEARS SOUTH 62°07'46" EAST, A DISTANCE OF 84.13 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 90.47 FEET; THENCE SOUTH 24°34'05" EAST, A DISTANCE OF 4.50 FEET; THENCE SOUTH 65°25'55" WEST, A DISTANCE OF 24.00 FEET; THENCE NORTH 24°34'05" WEST, A DISTANCE OF 4.92 FEET TO A POINT ON A CURVE TO THE LEFT, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 45.00 FEET AND A CENTRAL ANGLE OF 74°39'41", A CHORD THAT BEARS NORTH 61°53'55" WEST, A DISTANCE OF 54.58 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 58.64 FEET; THENCE SOUTH 80°46'14" WEST, A DISTANCE OF 11.43 FEET TO A POINT ON A CURVE TO THE LEFT, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 12.00 FEET AND A CENTRAL ANGLE OF 90°47'42", A CHORD THAT BEARS SOUTH 35°22'23" WEST, A DISTANCE OF 17.09 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 19.02 FEET; THENCE SOUTH 64°13'24" WEST, A DISTANCE OF 28.08 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT, CONCAVE SOUTHWEST, HAVING A RADIUS OF 20.00 FEET AND A CENTRAL ANGLE OF 86°39'42", A CHORD THAT BEARS NORTH 56°03'27" WEST, A DISTANCE OF 27.45 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 30.25 FEET; THENCE SOUTH 79°58'32" WEST, A DISTANCE OF 70.87 FEET; THENCE SOUTH 79°10'25" WEST, A DISTANCE OF 72.36 FEET; THENCE SOUTH 79°54'52" WEST, A DISTANCE OF 58.80 FEET; THENCE SOUTH 79°58'31" WEST, A DISTANCE OF 36.16 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT, CONCAVE NORTHERLY, HAVING A RADIUS OF 156.27 FEET AND A CENTRAL ANGLE OF 18°21'41", A CHORD THAT BEARS SOUTH 89°25'35" WEST, A DISTANCE OF 49.86 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 50.08 FEET; THENCE NORTH 78°48'08" WEST, A DISTANCE OF 4.31 FEET TO THE POINT OF BEGINNING.

CONTAINING 11,292 SQUARE FEET OR 0.259 ACRES, MORE OR LESS.

SURVEYOR'S NOTES

1. THE SURVEYOR HAS NOT ABSTRACTED THE LAND SHOWN HEREON FOR EASEMENTS, RIGHT OF WAY, RESTRICTIONS OF RECORD WHICH MAY AFFECT THE TITLE OR USE OF THE LAND
2. NO IMPROVEMENTS HAVE BEEN LOCATED.
3. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
4. THIS DOCUMENT CONSISTS OF 2 PAGES NOT FULL OR COMPLETE WITHOUT BOTH.
5. BEARINGS SHOWN HEREON ARE BASED ON SOUTH RIGHT-OF-WAY LINE OF CHELONIA PARKWAY, WHICH BEARS N74°53'10"E, PER PLAT.
6. THIS IS NOT A BOUNDARY SURVEY, BUT A GRAPHICAL REPRESENTATION OF THE LEGAL DESCRIPTION INCLUDED HEREIN.

SHEET 1 OF 2

SEE SHEET 2 OF 2 FOR SKETCH

THIS SKETCH IS NOT A SURVEY.

SKETCH OF DESCRIPTION

INGRESS/EGRESS AND UTILITY EASEMENT
 BONNET CREEK RESORT - A PORTION OF LOT 6
 A PORTION OF
 SECTION 32, TOWNSHIP 24 SOUTH, RANGE 28 EAST

ORANGE COUNTY, FLORIDA

JOB NO.:	DATE	REVISIONS	TECH
3082701	10/29/18	REV. DESCRIPTION	JDF
SCALE: 1" = 100'			
DRAWN BY: MRC	1/04/19	REV. DESC.	JDF
APPROVED BY: JDF			
DRAWING FILE #			
3082701 - BONNET CREEK			
RESORT LOT 6			
INGRESS-EGRESS & UTILITY			
EASEMENT 500.DWG			

ASM

AMERICAN SURVEYING & MAPPING INC.

CERTIFICATION OF AUTHORIZATION NUMBER LB#8393
 3191 MADURE BOULEVARD, SUITE 200
 ORLANDO, FLORIDA 32803
 (407) 428-7979
 WWW.AMERICANSURVEYINGANDMAPPING.COM

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION, SUBJECT TO THE SURVEYOR'S NOTES CONTAINED HEREON, MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 54-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

James D. Flick

JAMES D. FLICK, PSM #6088

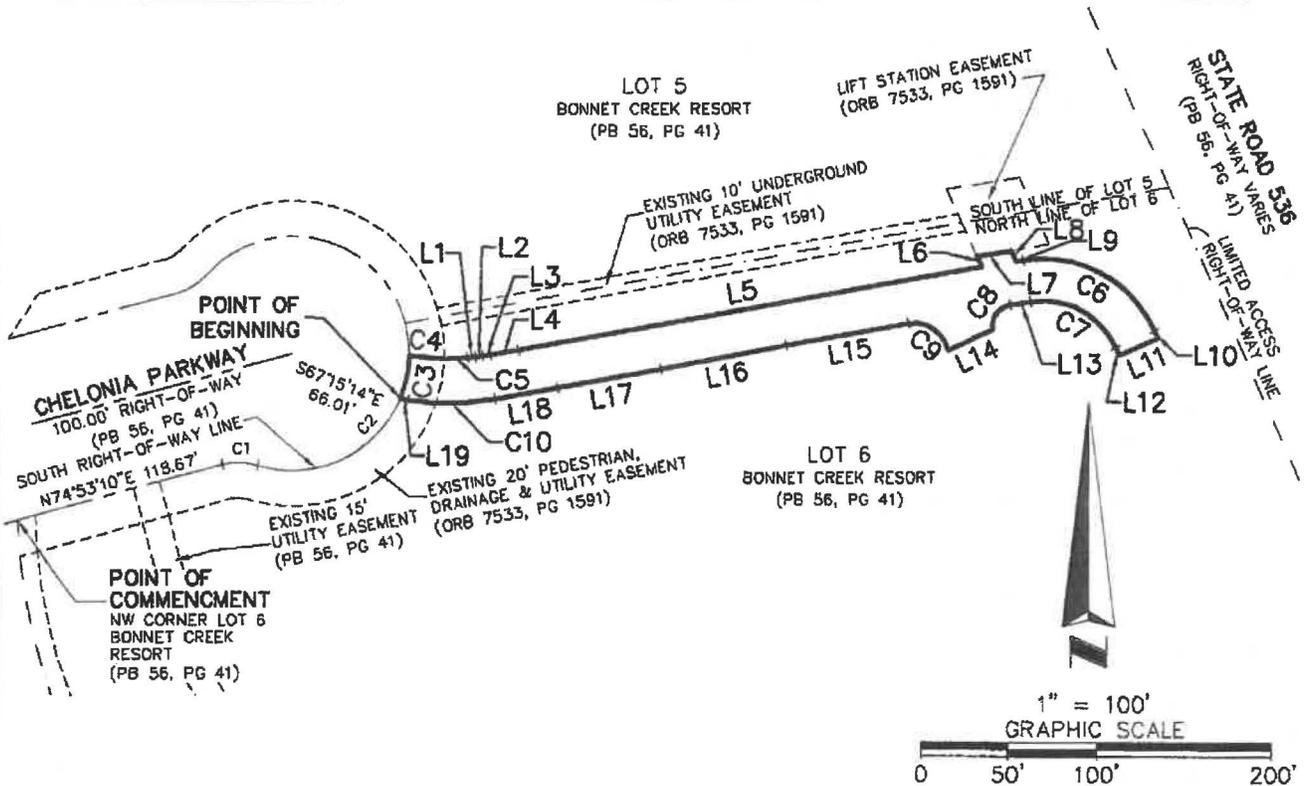
STATE OF FLORIDA

DATE: 01/04/19

SKETCH OF DESCRIPTION INGRESS/EGRESS AND UTILITY EASEMENT

A PORTION OF LOT 6 BONNET CREEK RESORT
PLAT BOOK 58, PAGE 41, ORANGE COUNTY, FLORIDA
SECTION 32, TOWNSHIP 24 SOUTH, RANGE 28 EAST

Line Table			Line Table			Curve Table					
Line #	Direction	Length	Line #	Direction	Length	Curve #	Length	Radius	Delta	Chord Bearing	Chord
L1	N84°32'48"E	4.89'	L11	S65°25'55"W	24.00'	C1	19.97'	35.00'	32°41'32"	S88°46'04"E	19.70'
L2	N82°50'41"E	4.03'	L12	N24°34'05"W	4.92'	C2	97.74'	66.00'	84°50'40"	N65°09'21"E	89.05'
L3	N81°12'59"E	4.50'	L13	S80°46'14"W	11.43'	C3	24.77'	66.00'	21°30'09"	N11°58'53"E	24.62'
L4	N79°59'16"E	15.55'	L14	S64°13'24"W	28.08'	C4	19.97'	149.98'	7°37'42"	S85°38'20"E	19.95'
L5	N79°58'32"E	267.54'	L15	S79°58'32"W	70.87'	C5	13.26'	150.00'	5°03'59"	N88°00'48"E	13.26'
L6	N24°34'05"W	6.67'	L16	S79°10'25"W	72.36'	C6	90.47'	69.00'	75°07'19"	S62°07'46"E	84.13'
L7	N79°56'11"E	19.53'	L17	S79°54'52"W	58.80'	C7	58.64'	45.00'	74°39'41"	N61°53'55"W	54.58'
L8	S24°44'52"E	6.69'	L18	S79°58'31"W	36.16'	C8	19.02'	12.00'	90°47'42"	S35°22'23"W	17.09'
L9	N79°58'32"E	3.91'	L19	N78°48'08"W	4.31'	C9	30.25'	20.00'	86°39'42"	N56°03'27"W	27.45'
L10	S24°34'05"E	4.50'				C10	50.08'	156.27'	18°21'41"	S89°25'35"W	49.86'



THIS SKETCH IS NOT A SURVEY.

SHEET 2 OF 2 - NOT FULL OR COMPLETE WITHOUT ALL SHEETS.
SEE SHEET 1 OF 2 FOR DESCRIPTION, NOTES, AND CERTIFICATION.

LEGEND AND ABBREVIATIONS

LB LICENSED BUSINESS
NUMBER
ORB OFFICIAL RECORDS BOOK
PG PAGE(S)
PB PLAT BOOK
PSM PROFESSIONAL SURVEYOR
& MAPPER

ASM

AMERICAN SURVEYING & MAPPING INC.

CERTIFICATION OF AUTHORIZATION NUMBER LB#6393
3191 MAGUIRE BOULEVARD, SUITE 200
ORLANDO, FLORIDA 32803
(407) 426-7978
WWW.AMERICANSURVEYINGANDMAPPING.COM

SECTION V

RESOLUTION 2020-04

A RESOLUTION BY THE BOARD OF SUPERVISORS OF THE BONNET CREEK RESORT COMMUNITY DEVELOPMENT DISTRICT DESIGNATING THE PRIMARY ADMINISTRATIVE OFFICE AND PRINCIPAL HEADQUARTERS OF THE DISTRICT AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Bonnet Creek Resort Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within Orange County, Florida; and

WHEREAS, the District desires to designate its primary administrative office as the location where the District’s public records are routinely created, sent, received, maintained, and requested, for the purposes of prominently posting the contact information of the District’s Record’s Custodian in order to provide citizens with the ability to access the District’s records and ensure that the public is informed of the activities of the District in accordance with Chapter 119, *Florida Statutes*; and

WHEREAS, the District additionally desires to specify the location of the District’s principal headquarters for the purpose of establishing proper venue under the common law home venue privilege applicable to the District.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE BONNET CREEK RESORT COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. The District’s primary administrative office for purposes of Chapter 119, *Florida Statutes*, shall be located at Governmental Management Services – Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801.

SECTION 2. The District’s principal headquarters for purposes of establishing proper venue shall be located at the Hilton Bonnet Creek, 14100 Bonnet Creek Resort Lane, Orlando, Florida 32821 and/or the Wyndham Bonnet Creek Resort, 9560 Via Encinas, Lake Buena Vista, Florida 32830.

SECTION 3. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 6th day of February, 2020.

ATTEST:

**BONNET CREEK RESORT
COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

SECTION VI

TEMPORARY AND CONDITIONAL LICENSE AGREEMENT

THIS TEMPORARY AND CONDITIONAL LICENSE AGREEMENT (the “Agreement”) is made and entered into as of this ___ day of _____ (the “Effective Date”), by and between **BONNET CREEK RESORT COMMUNITY DEVELOPMENT DISTRICT**, a Florida community development district (the “BCRCDD”), and **ALLEN E. SMITH RANCH AND FARMING, INC** (“Licensee”), a Florida profit corporation.

RECITALS

A. BCRCDD holds title in fee simple to the parcel of land depicted on Exhibit A (the “Crosby Island Marsh Mitigation Area” or “CIMMA”).

B. Licensee desires to utilize the CIMMA on a day to day basis beginning on January 1, 2020, and ending 30 days after notification by the BCRCDD to Licensee (the “License Term”), for the purpose of providing security monitoring and physical assistance in the control of nuisance species.

AGREEMENT

NOW, THEREFORE, for and in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by reference as if set forth in full herein.

2. Limited Purpose.

(a) As long as this Agreement has not been terminated as provided in subparagraph 2(b) or Paragraph 7 herein, the Licensee may use the CIMMA for the Limited Use during the License Term.

(b) Notwithstanding anything to the contrary herein, the License Agreement can be terminated by either party upon twenty-four (24) hours written notice to the other party.

3. Indemnification and Insurance.

(a) The Licensee specifically obliges itself to defend, indemnify, protect and save BCRCDD and its agents harmless from any and all claims, suits or liabilities for injuries to property or persons, including death, and from any other claims, suits or liabilities arising out of the performance of the work in any way occasioned by any acts or omissions of the Licensee of

any of its officers, agents, employees or servants, or any subcontractor or other person directly or indirectly engaged by the Licensee.

(b) The Licensee shall indemnify, protect and save the BCRCD or its agent harmless from any and all loss, damages, costs, expenses and attorney's fees suffered or incurred on account of any breach of the aforesaid obligations and covenants and any other provisions or covenants of this Agreement.

(c) The Licensee hereby agrees that it shall indemnify, defend and hold forever harmless the BCRCD or its agent from any claims, suits or demands upon it arising out of any claim for property or personal injury damage, including death, arising out of the performance of the work or in any way occasioned by any act or omission of the BCRCD of its agents or employees, due to the negligence or other wrongful acts of the BCRCD or its agent, its agents or employees.

(d) The use and occupancy of BCRCD's property by the Licensee and its employees, agents, independent contractors, guests and invitees shall be in conformance and compliance with all applicable laws, rules and regulations of all governmental entities and any agencies thereof and of all covenants, restrictions and guidelines pertaining thereto.

(e) The Licensee shall obtain the coverages as described in the attached Exhibit B.

4. Rules, Restrictions, Easements and Regulations. The use and occupancy of the CIMMA by the Licenses and its employees or agents shall be in conformance and compliance with all applicable laws, rules, permits and regulations of all governmental entities and any agencies thereof and of all covenants and restrictions as follow:

(a) The Licensee or its agent shall not bring or invite anyone onto the site except workers in its employ and consultants under hire by the BCRCD.

(b) The Licensee or its agent shall not bring onto the site any animals, pets, livestock or non-native species, flora or fauna.

(c) The Licensee or its agent shall establish methods of communication with contiguous property owners advising them of the presence of personnel on the site 24/7.

(d) The Licensee shall at all times monitor the secured access/egress areas, and the accessible perimeter fences and maintains the locks and public notices thereon placed and to provide clear fields of vision to all such public notices.

(e) The Licensee shall maintain contact with the appropriate enforcement agencies and report any suspicious activities to the proper authorities. The Licensee shall advise

all and any personnel (except those performing services for the BCRCDD) attempting to enter the site that access is prohibited.

(f) The Licensee or its agent (and spouse) may reside on the site. The BCRCDD is not and will not be responsible for any utilities, shelter, structures, manufactured or processed materials in any form. All existing structures or materials belong to the Licensee or its agent and shall be maintained in a habitable condition, as determined by the BCRCDD in its sole discretion (see Exhibit A-1). No improvements of any kind may be erected on site. The occupant on site shall refer any problems, correspondence or contact with anyone adjacent to the site immediately to Allen E. Smith Ranching and Farming Inc (and not any agent thereof), for administration and resolution.

(g) The Licensee will provide trapping services for the removal of feral invasive species. Firearms may also be utilized, but their uses are restricted to the licensee Allen E. Smith and his son, Marshall Smith. The above are subject to covenant 3.C of the Deed of Conservation Easement Crosby Island Marsh, hereby attached.

(h) Licensee will abide by and will assist in the enforcement of the Covenants and Declarations of the Conservation Easement for the CIMMA attached to this License Agreement as Exhibit C.

5. Hazardous or Toxic Wastes or Substances.

(a) The Licensee shall not bring upon the BCRCDD's property any hazardous or toxic wastes or substances (as defined hereinafter) and shall not cause to be placed, held, located, stored, maintained or otherwise existing, any hazardous or toxic wastes or substances on, within, or under any portion of the property. For purposes of this Agreement, the term "hazardous or toxic wastes or substances" shall mean and include those elements or compounds which are contained in the list of hazardous substances adopted by the United States Environmental Protection Agency ("EPA") and the list of toxic pollutants designated by Congress or the EPA or defined by any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability (including strict liability) for standards of conduct concerning any hazardous, toxic or dangerous waste, substance or materials, as now or at any time hereinafter in effect. Gasoline, diesel or other fuel and chemical tanks are prohibited upon the property.

(b) If the Licensee violates the provisions in Paragraph 5(a), the Licenses shall immediately undertake and complete all remedial, restoration and corrective measures necessary thereto. The Licensee agrees to pay all fines, claims, liens, clean-up costs and expenses (including, but not limited to, expenses incurred by the BCRCDD or its agent in monitoring, investigating, and/or performing the Licensee obligations hereunder), judgments, and BCRCDD's attorney, consultant and expert fees, of every kind and nature incurred, suffered by or assessed against the property of the BCRCDD of its agent as a direct or indirect result of the Licensee's failure to comply with the terms of Paragraph 5.

(c) As of the effective date, the BCRCDD or its agents warrant that (i) it has no actual knowledge of any hazardous or toxic wastes or substances on the property, and (ii) it has not placed, held, located, stored, or maintained any hazardous or toxic wastes or substances on, within, or under any portion of the property.

6. Transfer or Assignment. Licensee shall not assign, transfer or convey this Agreement or any portion thereof, to any other person or entity. This license is not and shall not be construed as a grant or conveyance of any rights or interest in the CIMMA or any portion hereof. BCRCDD shall have the right to assign, transfer or convey this Agreement or any portion thereof to a successor in interest to the CIMMA or to any other party.

7. Events of Default. The Licensee shall be in default hereunder within twenty-four (24) hours of notice from BCRCDD if the Licensee fails to perform or violates any term, covenant, or condition in this Agreement or the conservation easement attached hereto.

8. Remedies Upon Default. If the Licensee defaults under this Agreement, the BCRCDD shall have all of the following remedies, in the sole and absolute discretion of the BCRCDD: (i) bring suit for the breach which has occurred without affecting the obligations of the parties to perform under this Agreement; and (ii) terminate this Agreement automatically, immediately upon delivery of written notice to the Licensee.

9. Removal of Personalty and Restoration of Premises. Upon termination of this Agreement for any reason, the Licensee shall at its expense remove all personalty installed in connection with the operation of the Limited Use and restore the CIMMA to a condition that is equal to or better than the condition as of the Effective Date, within ten (10) days from the termination of the license. In the event the Licensee shall fail to remove such personal property, the BCRCDD shall at its option have the right to remove the same and restore the lands and the Licensee shall reimburse the BCRCDD for the cost of such removal and restoration.

10. Survival. The provisions of Paragraph 3, 5, 8, 9, 11, 14, and 15 shall survive the termination of this Agreement.

11. Intentionally Deleted.

12. No Prior Agreements. This Temporary and Conditional License Agreement shall replace any and all prior agreements, understandings and negotiations between the parties regarding the use of the CIMMA.

13. Entire Agreement. This Agreement, together with the exhibits attached hereto, contain the entire understanding between the parties hereto concerning the subject matter hereof and may not be changed, modified, or altered except by an agreement in writing executed by the parties hereto. However, the Agreement may be terminated by either party in accordance with

Paragraph 2(b). Any waiver by any party of any of its rights under this Agreement or of any breach of this Agreement shall not constitute a waiver of any other rights or of any other or future breach.

14. No Recordation. This Agreement shall not be placed of record by Licensee among the Public Records of Orange County, Florida, and any such recording shall, at the option of the BCRCDD, constitute a default hereunder and entitle the BCRCDD to terminate this Agreement.

15. BCRCDD's Additional Lands. The Licensee acknowledge that if any damage to the CIMMA also damages the land of others or the other lands of BCRCDD, the Licensee shall be responsible to the BCRCDD(s) for all damage to the other properties.

16. Rights Reserved. The license granted herein is non-exclusive in nature and the BCRCDD shall have the right to use the CIMMA for any purpose that is not inconsistent with the use and enjoyment of the license granted herein to the Licensee.

17. No Real Property Interest Granted Herein. Notwithstanding anything to the contrary herein, or in any other document, instrument or statement by, among or between the parties, it is specifically understood and agreed that the license granted herein does not create, and shall not create, any real property rights in the CIMMA. It is specifically understood that the Licensee shall have no right of specific performance with reference to the right granted herein.

18. Notices.

(a) All notices provided for in this Agreement shall be sent or delivered by registered or certified mail to the parties, return receipt requested, with a copy forwarded to their respective attorneys, at the addresses set forth below or at such other addresses as the parties shall designate to each other in writing:

BCRCDD:	BONNET CREEK RESORT COMMUNITY DEVELOPMENT DISTRICT
	Attention: District Manager 219 East Livingston Street Orlando, Florida 32801 Telephone: 407-841-5524
LICENSEE:	ALLEN E. SMITH RANCH AND FARMING
	Attention: Allen E. Smith 10524 Moss Park Road Suite 204-511 Orlando, Florida 32832 Telephone: 407-466-9245

(b) Any notice or demand so given, delivered or made by United States mail shall be deemed so given, delivered or made on the third business day after the same is deposited in the United States mail registered or certified mail, addressed as above provided with postage thereon fully prepaid. Any such notice, demand or document not given, delivered or made by registered or certified mail as aforesaid shall be deemed to be given, delivered or made upon receipt of the same by the party to whom the same is to be given, delivered or made.

(c) BCRCD and Licensee may from time to time notify the other of changes regarding where and to whom notices should be sent by sending notification of such changes pursuant to this paragraph.

IN WITNESS WHEREOF, BCRCD and Licensee have executed this License Agreement as of the day and year first above written.

BCRCDD:

**BONNET CREEK RESORT COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Print: George Flint
Its: District Manager

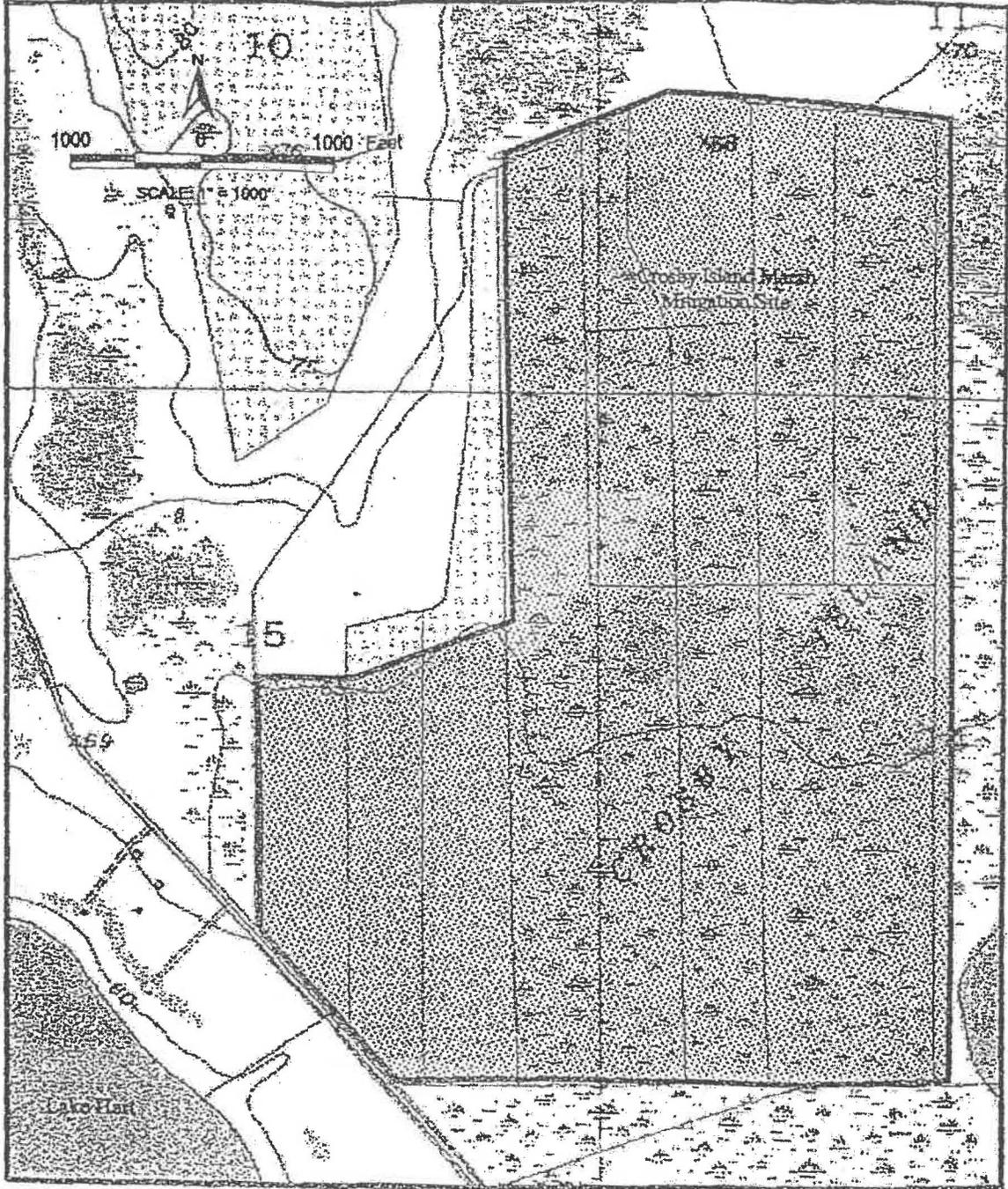
LICENSEE:

ALLEN E. SMITH RANCH AND FARMING

By: _____
Print: Allen E. Smith
Its: Owner

[NOTARY INTENTIONALLY OMITTED TO PREVENT RECORDING]

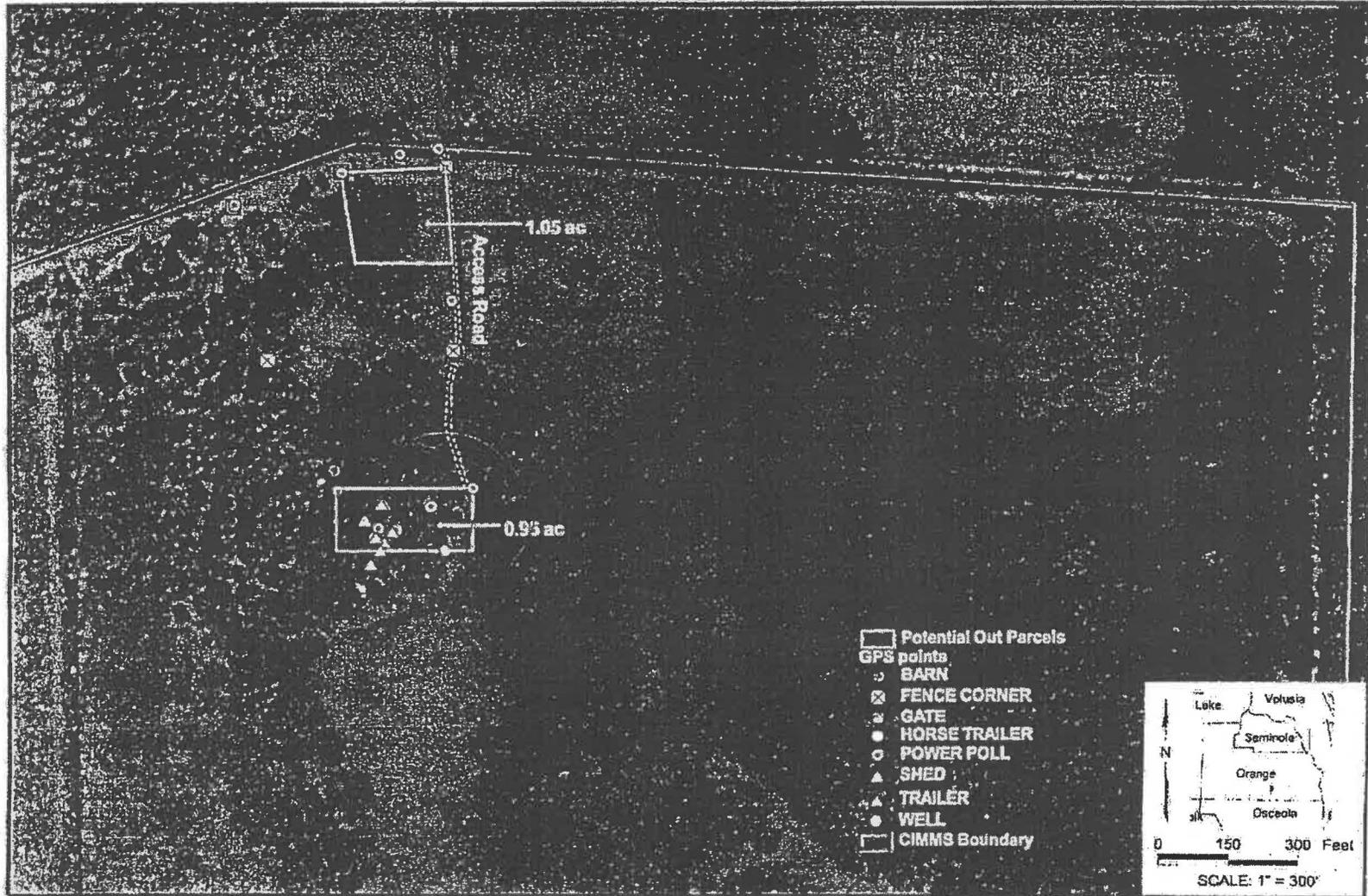
EXHIBIT A (CIMMA)



BDA BREEDLOVE, DENNIS & ASSOCIATES, INC. 95180-10.1 / CROSBY.APR
12-15-1997 / CBT
4301 Metric Dr. Winter Park, FL 32782 (407)877-1882 Fax:657-7008

LOCATION MAP OF THE CROSBY ISLAND MARSH MITIGATION SITE, ORANGE COUNTY, FLORIDA

EXHIBIT A-1



BDA BREEDLOVE, DENNIS & ASSOCIATES, INC.
 330 W. Canton Ave., Winter Park, FL 32789 P: 407-677-1882 F: 407-657-7008
95180-70.1 r cbl - 4-26-2002
 CIMMS\arcview\census.mxd
 CIMMS\plots\outparcels.e300.ps

EXHIBIT 3.2.3-1. APPROXIMATE AREA WITHIN THE UPLAND PORTION OF THE CROSBY ISLAND MARSH MITIGATION SITE TO BE RESERVED FOR THE TENANCY OF THE ON-SITE MANAGEMENT ENTITY.

EXHIBIT "B"

INSURANCE REQUIREMENTS

1. The Licensee shall carry, throughout the term of this Agreement, the following insurance coverages (the "Required Insurance"):

A. Workers Compensation Coverage as follows:

- (i) \$1,000,000.00 each accident;
- (ii) disease policy limits (\$1,000,000.00); and
- (iii) disease each employee (\$1,000,000.00).

B. Comprehensive General Liability Coverage including, but not limited to, contractual, products and completed operations, in amounts not less than TWO MILLION AND NO/100 DOLLARS (\$2,000,000.00) for combined single limit, personal injury and property damage per occurrence or the equivalent.

2. Certificates of Insurance evidencing the Required Insurance coverage shall be filed with the Owner or its agent not later than fourteen (14) days prior entrance into the property. Said Certificates shall provide that the policy may not be canceled without thirty (30) days prior written notice to Owner or its agent. Failure to file said Certificates, and all renewals thereto, with Owner or its agent shall be a basis for Owner or its agent, at its option, to terminate this Agreement without notice.

3. Owner or controlling entity shall be named as an additional insured on all Required Insurance and the Certificate of Insurance under Paragraph 2 of this Exhibit B and shall so state.



ALLENESMIT

MLEWIS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/2/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Construction Casualty Insurance, LLC 3837 4th Street North Suite 310 Saint Petersburg, FL 33704	CONTACT NAME: Marissa Lewis PHONE (A/C, No, Ext): (727) 201-2292 FAX (A/C, No): (727) 502-2191 E-MAIL ADDRESS: mlewis@cci-ins.com													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Kinsale Insurance Co</td> <td>38920</td> </tr> <tr> <td>INSURER B: RetailFirst Insurance Co</td> <td>10700</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Kinsale Insurance Co	38920	INSURER B: RetailFirst Insurance Co	10700	INSURER C:		INSURER D:		INSURER E:		INSURER F:
INSURER(S) AFFORDING COVERAGE	NAIC #													
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INSURER B: RetailFirst Insurance Co	10700													
INSURER C:														
INSURER D:														
INSURER E:														
INSURER F:														
INSURED Allen E Smith Ranching and Farming, Inc. 10524 Moss Park Rd., Suite 204-511 Orlando, FL 32832														

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJ <input checked="" type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: CAS4005 - Per Project Aggregate	X X	0100039034-3	6/11/2019	6/11/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE	X X	0100039066-3	6/11/2019	6/11/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input checked="" type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	520 - 38133	6/11/2019	6/11/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required). To request changes or endorsements please contact Certs@constructioncasualty.com

When required by written contract, the certificate holder shown is named as additional insured with respect to 3 to 4 acres of land, a structure and other improvements there upon.

CERTIFICATE HOLDER Bonnet Creek Resort Community Development District Attn: District Manager 219 East Livingston Street Orlando, FL 32801	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

EXHIBIT C



THIS INSTRUMENT PREPARED BY AND RETURN TO:
Donald J. Curotto, Esquire
Allen, Lang, Curotto & Peed, P.A.
Post Office Box 3628
Orlando, Florida 32802

INSTR 20040261840
OR BK 07414 PG 4021 PGS=8
MARTHA O. HAYNIE, COMPTROLLER
ORANGE COUNTY, FL
05/04/2004 11:00:00 AM
REC FEE 37.50

--- ABOVE SPACE FOR RECORDING INFORMATION ONLY ---

**DEED OF CONSERVATION EASEMENT
CROSBY ISLAND MARSH**

THIS DEED OF CONSERVATION EASEMENT ("Conservation Easement") is given this 3rd day of MAY, 2004, by **BONNET CREEK RESORT COMMUNITY DEVELOPMENT DISTRICT**, a community development district organized pursuant to Chapter 190 of the Florida Statutes, whose mailing address is 401 West Colonial Drive, Suite 7, Orlando, Florida 32804 ("Grantor") to **ORANGE COUNTY, FLORIDA**, a political subdivision of the State of Florida ("Grantee"). As used herein, the term Grantor shall include any and all heirs, successors or assigns of the Grantor, and all subsequent owners of the "Property" (as hereinafter defined) and the term Grantee shall include any successor or assignee of Grantee.

WITNESSETH

WHEREAS, the Grantor is the owner of certain lands situated in Orange County, Florida, and more specifically described in Exhibit A attached hereto and incorporated herein by reference (the "Property"); and

WHEREAS, the Grantor desires to construct the Bonnet Creek Resort (the "Project") on the Property which is subject to the regulatory jurisdiction of South Florida Water Management District (the "District"); and

WHEREAS, District Permit No. 48-01009-P (the "Permit") authorizes certain activities which affect surface waters in or of the State of Florida; and

WHEREAS, this Permit requires that the Grantor preserve, enhance, restore and/or mitigate wetlands and/or uplands under the District's jurisdiction; and

WHEREAS, the Grantor, in consideration of the consent granted by the Permit, is agreeable to granting and securing to the Grantee a perpetual Conservation Easement as defined in Section 704.06, Florida Statutes (1997), over the Property.

10176285v1

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NOW, THEREFORE, in consideration of the issuance of the Permit to construct and operate the permitted activity, and as an inducement to Grantee in issuing the Permit, together with other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, Grantor hereby grants, creates, and establishes a perpetual Conservation Easement for and in favor of the Grantee upon the Property which shall run with the land and be binding upon the Grantor, its successors and/or assigns, and shall remain in full force and effect forever.

The scope, nature, and character of this Conservation Easement shall be as follows:

1. Purpose. It is the purpose of this Conservation Easement to retain land or water areas in their natural, vegetative, hydrologic, scenic, open, agricultural or wooded condition and to retain such areas as suitable habitat for fish, plants or wildlife. If any wetland and/or upland areas included in the Conservation Easement are to be enhanced or created pursuant to the Permit, then said wetland and/or upland areas shall be retained and maintained in the enhanced or created conditions required by the Permit.

To carry out this purpose, the following rights are conveyed to Grantee by this easement:

a. To enter upon the Property at reasonable times with any necessary equipment or vehicles to enforce the rights herein granted in a manner that will not unreasonably interfere with the use and quiet enjoyment of the Property by Grantor at the time of such entry; and

b. To enjoin any activity on or use of the Property that is in violation of this Conservation Easement and to enforce the restoration of such areas or features of the Property that may be damaged by any activity or use in violation of this Conservation Easement.

2. Prohibited Uses. Except for restoration, creation, enhancement, maintenance and monitoring activities, or surface water management improvements, which are permitted or required by the Permit, the following activities are prohibited in or on the Property:

a. Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground;

b. Dumping or placing of soil or other substance or material as landfill or dumping or placing of trash, waste, or unsightly or offensive materials;

c. Removal or destruction of trees, shrubs, or other vegetation, except for the removal of exotic or nuisance vegetation in accordance with a District approved maintenance plan;

d. Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such manner as to affect the surface;

e. Surface use except for purposes that permit the land or water area to remain predominately in its natural condition;

f. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation;

g. Acts or uses detrimental to such retention of land or water areas;

h. Acts or uses which are detrimental to the preservation of any features or aspects of the Property having historical or archaeological significance.

3. Reserved Rights.

a. Grantor reserves unto itself and all successors and assigns all rights as owner of the Property, including the right to maintain the permitted surface water management system located thereon and to engage in or permit others to engage in all uses of the Property, including drainage retention uses, which are not prohibited herein and which are not inconsistent with any District rule, criteria, permit and the intent and purposes of this Conservation Easement.

b. It is specifically recognized that the Property contains a temporary portable management facility for use by the Grantor or others for property management purposes. This Conservation Easement is granted expressly subject to the continued use and occupancy of this temporary management facility, provided the same shall be removed and the footprint restored prior to the time the Grantor applies to the District for final acceptance of the Grantor's monitoring activities under the Permit.

c. Hunting and/or trapping of wildlife species that are considered to be nuisance species or that are interfering with the achievement of the success criteria will be allowed. Such species may include hogs, armadillos, and deer. Appropriate state permits will be obtained, as deemed necessary, prior to conducting these activities.

4. Acts Beyond Grantor's Control. Nothing contained in this Conservation Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from natural causes beyond Grantor's control, including, without limitation, fire, flood, storm and earth movement, or from any necessary action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.

5. No Access Right. No right of access by the general public to any portion of the Property is conveyed by this Conservation Easement.

6. Operation. Grantee shall not be responsible for any costs or liabilities related to the operation, upkeep or maintenance of the Property.

7. Taxes. Grantor shall pay any and all real property taxes and assessments levied by competent authority on the Property.

8. Attorney's Fees and Costs. In the event that either party or the District (pursuant to its rights set forth in Paragraph 15 below) finds it necessary to employ an attorney to enforce any provision of this Conservation Easement, the prevailing party shall be entitled to recover from the other party its attorneys' fees and expert fees, including but not limited to, engineering fees, survey fees, appraisal fees and all costs incurred in connection therewith, at both trial and appellate levels, in addition to any other performances or damages to which such party may be entitled.

9. Enforcement. Enforcement of the terms, provisions and restrictions of this Conservation Easement shall be at the reasonable discretion of Grantee and/or the District (pursuant to Paragraph 15 below), and any forbearance on behalf of Grantee or the District to exercise its rights hereunder in the event of any breach hereof by Grantor, shall not be deemed or construed to be a waiver of Grantee's rights or District's rights hereunder.

10. Conservation Purposes. Grantee will hold this Conservation Easement exclusively for conservation purposes. Grantee will not assign its rights and obligations under this Conservation Easement except to another organization qualified to hold such interests under the applicable state laws.

11. Severability. If any provision of this Conservation Easement or the application thereof to any person or circumstances is found to be invalid, the remainder of the provisions of this Conservation Easement shall not be affected thereby, as long as the purpose of this Conservation Easement is preserved.

12. Covenant Running with the Land. This Conservation Easement shall run with the Property and be binding upon the heirs, successors, and/or assigns of the Grantor.

13. Notices. All notices, consents, approvals or other communications hereunder shall be in writing and shall be deemed properly given if sent by United States certified mail, return receipt requested, addressed to the appropriate party or successor-in-interest.

14. Amendments. This Conservation Easement may be amended, altered, released or revoked only by written agreement between the parties hereto or their heirs, assigns or successors-in-interest, which shall be filed in the public records in Orange County, Florida.

15. Rights of District.

a. The District shall have third party enforcement rights of the terms, provisions, and restrictions of this Conservation Easement. Enforcement of the terms, provisions and restrictions shall be at the discretion of the District and any forbearance on behalf of the District to exercise its rights hereunder in the event of any breach hereof by the Grantor, shall not be deemed or construed to be a waiver of the District's rights hereunder.

The terms, conditions, restrictions, or purposes of this Conservation Easement shall be inserted by the Grantor in any subsequent deed or other legal instrument by which the Grantor divests itself of any interest in the Property and

such deed or other instrument shall be subject to third party enforcement rights by the District as specified herein. Any future holder of the Grantor's interest in the Property shall be notified in writing by Grantor of this Conservation Easement and the third party enforcement rights of the District.

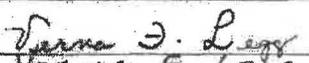
b. Any amendments or modifications to the terms, conditions, restrictions, or purpose of this Conservation Easement, or any release or termination thereof shall be subject to prior review and approval by the District. This Conservation Easement may not be released, amended, modified or terminated without the prior written consent of the District.

TO HAVE AND TO HOLD unto Grantee forever. The covenants, terms, conditions, restrictions and purpose imposed with this Conservation Easement shall be binding upon Grantor, and shall continue as a servitude running in perpetuity with the Property.

Grantor hereby covenants with said Grantee that Grantor is lawfully seized of said Property in fee simple; that the Property is free and clear of all encumbrances, except those matters set forth on Exhibit B attached hereto and incorporated herein by this reference; that Grantor has good right and lawful authority to convey this Conservation Easement; and that it hereby fully warrants and defends the title to the Conservation Easement hereby conveyed against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has executed this Conservation Easement as of the date and year first above written.

Signed, sealed and delivered
in the presence of:


Print H. VON KLUGE

Print VERWA F. LEGG

BONNET CREEK RESORT COMMUNITY
DEVELOPMENT DISTRICT,
a community development district organized
pursuant to Chapter 190 of the Florida
Statutes

By: 
Print DAN PARIS
Title CHAIRMAN BOARD OF SUPERVISORS

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 3rd day of MAY, 2004, by DAN PARIS, CHAIRMAN, Board of Supervisors of BONNET CREEK RESORT COMMUNITY DEVELOPMENT DISTRICT, a community development district organized pursuant to Chapter 190 of the Florida Statutes, on behalf of the community development district. He/She is personally known to me or has produced _____ as identification.

My Commission Expires: 11-20-06



Verna F Legg
My Commission DD150474
Expires November 20, 2006

Verna F. Legg
Print VERNA F. LEGG
Notary Public

EXHIBIT B

PERMITTED ENCUMBRANCES

1. Taxes and assessments for the year 2002, and subsequent years, which are not yet due and payable.
2. Easement in favor of Florida Power Corporation recorded May 9, 1975, in Official Records Book 2618, Page 1315, Public Records of Orange County, Florida.
3. Easement in favor of Florida Power Corporation recorded December 30, 1976, in Official Records Book 2751, Page 702, Public Records of Orange County, Florida.
4. Easement in favor of Florida Power Corporation recorded November 9, 1981, in Official Records Book 3237, Page 1494, Public Records of Orange County, Florida.
5. Agreement recorded May 17, 1994, in Official Records Book 4741, Page 4672, Public Records of Orange County, Florida.
6. Restrictions in favor of Orlando Utilities Commission, as provided in Trustees Deed recorded April 3, 1984 in Official Records Book 3491, Page 539, Public Records of Orange County, Florida.
7. Terms, provisions and conditions of Access and Drainage Easement Agreement by and between Pamela Lee Wray, as Trustee et. al., and World Union-Cayman Limited, a Cayman Islands Corporation, recorded January 5, 1998 in Official Records Book 5392, Page 950, Public Records of Orange County, Florida.
8. Grant of Utility Easement (WORLD UNION-CAYMAN LIMITED, a Cayman Islands corporation/CAMPUS CRUSADE FOR CHRIST INTERNATIONAL, a California not for profit corporation) recorded November 2, 1998, in Official Records Book 5606, Page 848, Public Records of Orange County, Florida as joined and consented by that certain Joinder and Consent recorded November 18, 1998, executed by REPUBLIC BANK, a Florida banking corporation, recorded in Official Records Book 5618, Page 3807, Public Records of Orange County, Florida; together with Grant of Utility Easement (CAMPUS CRUSADE FOR CHRIST INTERNATIONAL, a California not-for-profit corporation/FLORIDA POWER CORPORATION, a Florida corporation) recorded November 2, 1998 in Official Records Book 5606, Page 859, all in the Public Records of Orange County, Florida.
9. Bonnet Creek Resort Development Order recorded January 6, 1998 in Official Records Book 5392, Page 4324; First Amendment to Bonnet Creek Development Order, recorded February 20, 1998 in Official Records Book 5419, Page 1532; Second Amendment to Bonnet Creek Resort Development Order recorded January 31, 2001 in Official Records Book 6183, Page 5483, all in the Public Records of Orange County, Florida.
10. Notice of Commencement recorded April 13, 2001, in Official Records Book 6235, Page 3588, Public Records of Orange County, Florida.

SECTION VII

December 12, 2019

CHANGE ORDER NO.: 03

Bonnet Creek Resort Community Development District
c/o George Flint, District Manager
Government Management Services – Central Florida, LLC
135 W. Central Boulevard, Suite 320
Orlando, Florida 32801

Hereinafter referred to as the CLIENT

AND

Canin Associates, Inc.
Urban Planning, Landscape Architecture, Architecture
500 Delaney Avenue, Suite 404
Orlando, Florida 32801

Hereinafter referred to as the CONSULTANT or CA

RE: Change Order #3 - Bonnet Creek Signage Design; Revise construction documents to reflect a relocated east side wall and adjusted west side wall.
CA Job No. 215-012-11

Dear George,

This change order is a request to increase our total project fee established in our original contract dated August 4th, 2016, Change Order No. 1 dated October 31, 2017 and Change Order No. 2 dated November 20, 2018. The proposed additional work is as follows:

Revise Construction Documents to reflect the relocated east side wall and adjusted west side wall.

Proposed tasks include the following:

- Adjust layout plans for relocated east wall and adjusted west wall;
- Review grading plans for Buena Vista Drive and develop grading plan for raising base grade of east wall;
- Revise planting plan on east side as required for new wall layout. Make minor modification to west side planting design;
- Adjust irrigation plans as required for relocated east wall and new planting design. Make minor modifications to west side irrigation plan;
- Update planting schedule to reflect changes in planting design; and
- Create signed and sealed plan set and resubmit revised Construction Documents to CLIENT.

Assumptions:

- All notes, lighting, specifications and details for the walls remains the same; and
- Size of walls has not changed.

Fees and Reimbursable Expenses:

CA will provide the tasks outlined above for the fixed fee amount shown below:

Revised Construction Documents.....\$6,000.00

The current approved fee is \$61,400, not including reimbursable expenses. This Change Order will increase this fee amount by \$6,000 to \$67,400, not including reimbursable expenses. All terms and conditions from our original agreement will remain applicable.

Please return a signed copy of this agreement as authorization.

CANIN ASSOCIATES, INC.

By: 
Brian C. Canin, AIA, FAICP, CNU-A
President

BONNET CREEK RESORT COMMUNITY
DEVELOPMENT DISTRICT

By: 
George Flint, District Manager

Date: 1/2/2020

BCC/GW/vp

SECTION VIII

CUSTOM PUMP SYSTEM AGREEMENT

Bonnet Creek Resort CDD

THIS CUSTOM PUMP SYSTEM AGREEMENT (“Agreement”) is made and enter into effective as of the 15th day of November, 2019 (the “Effective Date”), **BONNET CREEK RESORT COMMUNITY DEVELOPMENT DISTRICT** (hereinafter referred to as the “District”), whose mailing address is, 135 W. Central Boulevard, Suite 320, Orlando, Florida 32801 and **WATERTRONICS, LLC.**, a Wisconsin limited liability company (hereinafter referred to as “Contractor”), whose principal address is 525 E. Industrial Drive, Hartland, Wisconsin, 53029-2311.

WITNESSETH:

Subject to and upon the terms and conditions of this Agreement and in consideration of the mutual promises set forth herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the District and Contractor agree as follows:

1. DEFINITIONS.

(a) Agreement. The Agreement consists of this Custom Pump System Agreement and the Proposal provided by Watertronics, LLC. This Agreement represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representation or agreements, either written or oral. The Agreement may be amended or modified only as set forth below in Article 14.

(b) Project. The term Project as used in this Agreement shall be construed to include all Project set forth in Exhibit 1, the Proposal and all obligations of Contractor under this Agreement, including any addenda or special conditions.

2. SCOPE OF WORK.

(a) A description of the nature, scope and schedule of Project to be performed by Contractor as listed in their proposal shall fall under this Agreement and shall be as follows:

i. Delivery and Installation of a Custom Pump system, including all equipment described in the Proposal

(b) The following List of Exhibits, all of which are attached hereto and incorporated herein, is applicable to the Project:

i. Exhibit 1 – Proposal

3. COMMENCEMENT OF PROJECT. Contractor shall commence its Project immediately upon receipt of a Notice to Proceed sent by the District Manager, as defined below, and shall perform the same in accordance with any schedules set forth in the Agreement.

4. DISTRICT MANAGER.

(a) The District's authorized representative (herein referred to as the "District Manager") shall be the District Manager of the District, which is Governmental Management Project – CFL, LLC, whose mailing address is 135 West Central Boulevard, Suite 320, Orlando, Florida 32801, Attention: George Flint; provided, however, that the District may, without liability to the Contractor, unilaterally amend this Article from time to time by designating a different person or organization to act as its representative and so advising the Contractor in writing, at which time the person or organization so designated shall be the District's representative for the purpose of this Agreement.

(b) All actions to be taken by, all approvals, notices, consent, directions and instruction to be given by, all notices and other matters to be delivered to, all determinations and decisions to be made by and, in general, all other action to be taken by, or given to, the District shall be taken, given, and made by, or delivered or given to the District Manager in the name of and on behalf of the District; provided, however, that the District (and not the District Manager or any other agents of the District) shall be solely obligated to the Contractor for all sums required to be paid by the District to the Contractor hereunder.

5. COMPENSATION AND PAYMENTS.

(a) The District agrees to pay Contractor, as set forth herein and in Exhibit 1 – Proposal; with a deposit of fifty percent (50%) of the total cost (the "Initial Deposit") payable up front and the balance payable within thirty (30) days of delivery of the final invoice by Watertronics and confirmation by the District of the completion of the delivery and installation of the Custom Pump System as described in the proposal.

(b) Work Authorizations shall mean orders or directives issued by the District. Work Authorizations shall be issued for repairs or emergency Project, changes to the scope of the area in which Project are required, or for any Project beyond those set forth in Article 2. Project performed under a Work Authorization may be paid either on a lump sum basis, a unit price basis, or a time and material basis in the District's sole discretion. Contractor shall not be entitled to compensation for Project outside the scope of Article 2 unless Contractor has obtained prior written authorization of District to perform the same.

(c) District retains the right to reduce any portion of Contractor's Scope of Work as set forth in Article 2. Should this occur, a revised Scope of Work will be agreed upon in writing by both District and Contractor. All work performed up until such notice will be paid by the District. Any resulting restocking charges from vendors on materials purchased for the Project will also be paid for by the District.

6. REPRESENTATIONS, WARRANTIES AND COVENANTS.

(a) The Contractor warrants to the District that all materials furnished under this Agreement shall be new unless otherwise specified, and that all Project shall be of good quality, free from faults and defects and in conformance with the Agreement Documents.

7. EMPLOYEES; INDEPENDENT CONTRACTOR STATUS.

(a) All matters pertaining to the employment, supervision, compensation, insurance, promotion and discharge of any employees of Contractor or of entities retained by Contractor are the sole responsibility of Contractor. Contractor shall fully comply with all applicable acts and regulations having to do with workman's compensation, social security, unemployment insurance, hours of labor, wages, working conditions and other employer-employee related subjects. Contractor shall obtain, for each individual Contractor employs on the District's premises at any time, a criminal background check performed by an appropriate federal or state agency, or by a professional and licensed private investigator, and shall make, based on the results of such background checks, employment suitability determinations for each employee that are reasonable and customary within the Contractor's industry. Contractor shall maintain copies of said background checks on file so long as the subject individual(s) remains in Contractor's employ, and Contractor shall make all background checks available for District's review upon request. Contractor shall enforce strict discipline and good order among its employees on the District's premises.

(b) Contractor is an independent contractor and not an employee of the District. It is further acknowledged that nothing herein shall be deemed to create or establish a partnership or joint venture between the District and Contractor. Contractor has no authority to enter into any contracts or contracts, whether oral or written, on behalf of the District.

8. COMPLIANCE WITH LAWS, REGULATIONS, RULES AND POLICIES.

(a) At all times, Contractor shall operate in accordance with all applicable laws, statutes, regulations, rules, ordinances, policies, permits and orders.

(b) Contractor hereby covenants and agrees to comply with all the rules, ordinances and regulations of governmental authorities wherein the District's facilities are located, as said rules, etc. may specifically relate to Contractor or its Project provided hereunder, at Contractor's sole cost and expense, and Contractor will take such action as may be necessary to comply with any and all notices, orders or other requirements affecting the Project described herein as may be issued by any governmental agency having jurisdiction over Contractor, unless specifically instructed by the District that it intends to contest such orders or requirements and that Contractor shall not comply with the same. Contractor shall provide immediate notice to the District of any such orders or requirements upon receipt of same.

(c) The District is a local unit of special purpose government created in accordance with the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*. Contractor agrees to comply with all applicable requirements of the "Sunshine

Law,” the “Public Records Law,” the Community Development Districts Law, and all other statutes and regulations applicable to Contractor.

9. WORKPLACE ENVIRONMENT AND PUBLIC SAFETY

(a) Contractor agrees to provide a safe and healthy workplace environment for its employees and agents and a safe and healthy environment for the public at all times. Contractor shall promptly correct any unsafe condition or health hazard in its control and shall immediately report any such condition to the District). In addition to all other requirements of this Agreement, Contractor shall comply with all federal, state and local laws and regulations related to health and safety. Further, Contractor acknowledges that all vehicles and equipment must be properly and safely operated and, where applicable, licensed and/or permitted, to operate on public roadways. Contractor acknowledges that it is responsible for public safety issues including but not limited to: proper work methods, use of protective equipment, safe maintenance, traffic control through work zones, and handling and use of materials, vehicles, and equipment.

(b) The Contractor agrees that it alone bears the responsibility for providing a safe and healthy workplace, and that nothing in this Agreement suggests that the District has undertaken or assumed any part of that responsibility.

(c) Contractor will provide employees with training to perform their jobs safely, including instruction in proper work methods, use of protective equipment, and safe maintenance, handling and use of materials, vehicles, and equipment. Contractor will not ask or allow any employee to operate any vehicle or equipment until the employee has received all relevant and advisable training.

(d) Contractor will furnish, at its expense, all safety and protective equipment required or advisable for the protection of employees.

10. PUBLIC RECORDS AND OWNERSHIP OF BOOKS AND RECORDS.

(a) Contractor understands and agrees that all documents of any kind relating to this Agreement may be public records and, accordingly, Contractor agrees to comply with all applicable provisions of Florida public records law, including but not limited to the provisions of Chapter 119, *Florida Statutes*. Contractor acknowledges and agrees that the public records custodian of the District is the District Manager, which is currently GMS – Central Florida (the “Public Records Custodian”). Contractor shall, to the extent applicable by law:

(b) Keep and maintain public records required by District to perform Project.

(c) Upon request by District, provide District with the requested public records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes;

(d) 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 Agreement term and following the Agreement term if the Contractor does not transfer the records to the Public Records Custodian of the District; and

(e) Upon completion of the Agreement, transfer to District, at no cost, all public records in District's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTORS'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS AT (407) 841-5524, OR BY EMAIL AT GFLINT@GMSCFL.COM OR BY REGULAR MAIL AT 135 W. CENTRAL BLVD, SUITE 320, ORLANDO, FLORIDA 32801, ATTN: DISTRICT PUBLIC RECORDS CUSTODIAN.

11. INSURANCE.

(a) Contractor shall, throughout the performance of its Project pursuant to this Agreement, maintain at a minimum:

(i) Occurrence based comprehensive general liability insurance (including broad form contractual coverage), with a minimum limit of \$1,000,000 single limit per occurrence, protecting it and District from claims for bodily injury (including death), property damage, contractual liability, products liability and personal injury which may arise from or in connection with the performance of Contractor's Project under this Agreement or from or out of any act or omission of Contractor, its officers, directors, agents, and employees; and

(ii) Workers' compensation insurance as required by applicable law (or employer's liability insurance with respect to any employee not covered by workers' compensation) with minimum limits of One Hundred Thousand Dollars (\$100,000) per occurrence; and

(iii) Employers liability, with a minimum coverage level of \$1,000,000.

(b) All such insurance required in Paragraph 11(a) shall be with companies and on forms acceptable to District and shall provide that the coverage thereunder may not be reduced or canceled unless thirty (30) days prior written notice thereof is furnished to District; the insurance required under paragraph 11(a)(i) shall name the District as an additional insured. Certificates of insurance (and copies of all policies, if required by the District) shall be furnished

to the District. In the event of any cancellation or reduction of coverage, Contractor shall obtain substitute coverage as required under this Agreement, without any lapse of coverage to District whatsoever.

12. SOVEREIGN IMMUNITY. Nothing contained herein, or in the Agreement, or in the Terms and Conditions, shall cause or be construed as a waiver of the District's immunity or limitations on liability granted pursuant to Section 768.28, *Florida Statutes*, or other law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which could otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

13. INDEMNIFICATION. Contractor agrees to indemnify, save harmless and defend the District, its officers, directors, board members, employees, agents and assigns, from and against any and all liabilities, claims, penalties, forfeitures, suits, legal or administrative proceedings, demands, fines, punitive damages, losses, liabilities and interests, and any and all costs and expenses incident thereto (including costs of defense, settlement and reasonable attorneys' fees, which shall include fees incurred in any administrative, judicial or appellate proceeding) which the District, their officers, directors, board members, employees, agents and assigns, may hereafter incur, become responsible for or pay out to the extent arising out of (i) Contractor's breach of any term or provision of this Agreement, or (ii) any negligent or intentional act or omission of Contractor, its agents, employees or sub-contractors, related to or in the performance of this Agreement.

14. MODIFICATIONS, ADDITIONS OR DELETIONS TO THE PROJECT.

(a) A Work Authorization shall be in writing by the District, which shall consist of additions, deletions or other modifications to the Agreement.

(b) The District may, from time to time, without affecting the validity of the Agreement, or any term or condition thereof, issue Work Authorizations which may identify additional or revised Scope of Project, or other written instructions and orders, which shall be governed by the provisions of the Agreement. The Contractor shall comply with all such orders and instructions issued by the District. Upon receipt of any Work Authorization, the Contractor shall promptly proceed with the work, and the resultant decrease or increase in the amount to be paid the Contractor, if any, shall be governed by the provisions of Article 5 in this Agreement.

15. PROTECTION OF PERSONS AND PROPERTY; MONITORING.

(a) In addition to all other requirements hereunder, the Contractor shall be responsible for initiating, maintaining and supervising safety precautions and programs in connection with the Project, and shall provide all protection to prevent injury to persons involved in any way in the Project and all other persons, including, without limitation, the employees, agents guests, visitors, invitees and licensees of the District and community residents, tenants, and the general public that may be affected thereby.

(b) All Project, whether performed by the Contractor, its Subcontractors, or anyone directly or indirectly employed by any of them, and all applicable equipment, machinery, materials, tools and like items used in the Project, shall be in compliance with, and conform to: (i) all applicable laws, ordinances, rules, regulations and orders of any public, quasi-public or other governmental authority; and (ii) all codes, rules, regulations and requirements of the District and its insurance carriers relating thereto. In the event of conflicting requirements, the more stringent shall govern.

(c) The Contractor shall at all times keep the general area in which the Project are to be performed, including but not limited to sidewalks, roadways, trails, rights-of-way, open spaces, and all such areas impacted by the Project, clean and free from accumulation of waste materials or rubbish (including, without limitation, hazardous waste), caused by performance of the Project, and shall continuously throughout performance of the Project, remove and dispose of all such materials. The District may require the Contractor to comply with such standards, means and methods of cleanup, removal or disposal as the District may make known to the Contractor. In the event the Contractor fails to keep the general area in which the Project are to be performed clean and free from such waste or rubbish, or to comply with such standards, means and methods, the District may take such action and offset any and all costs or expenses of whatever nature paid or incurred by the District in undertaking such action against any sums then or thereafter due to the Contractor.

(d) Contractor shall cooperate with and participate in, at no additional cost or charge, all programs, plans or routines for monitoring and reporting to District, as required in the sole discretion of the District, to ensure satisfactory performance of the Project provided hereunder.

16. SUSPENSION OR TERMINATION.

(a) Anything in this Agreement to the contrary notwithstanding, District shall, in its sole discretion and without cause, have the right to suspend or terminate this Agreement upon thirty (30) days prior written notice to Contractor.

(b) If the Contractor should become insolvent, file any bankruptcy proceedings, make a general assignment for the benefit of creditors, suffer or allow appointment of a receiver, refuse, fail or be unable to make prompt payment to Subcontractors, disregard applicable laws, ordinances, governmental orders or regulations or the instructions of the District, or if the Contractor should otherwise be guilty of a violation of, or in default under, any provisions of the Agreement, then the District may, without prejudice to any other right or remedy available to the District and after giving the Contractor and its surety, if any, seven (7) days written notice, terminate the Contract and the employment of Contractor. In addition, without terminating this Contract as a whole, the District may, under any of the circumstances above, terminate any portion of this Contract (by reducing, in such as manner as District deems appropriate, the Scope of Service to be performed by the Contractor) and complete the portion of this Contract so terminated in such manner as the District may deem expedient.

17. TERM. The term of this Agreement commences on the Effective Date and shall proceed until the completion of the Project in accordance with the Estimate Summary, as determined by the sole reasonable satisfaction of the District which shall be evidenced by the written approval of the District.

18. NOTICE.

(a) Notices required or permitted to be given under this Agreement shall be in writing, may be delivered personally or by mail, overnight delivery service, or courier service, and shall be given when received by the addressee. Notices shall be addressed as follows:

If to District: BONNET CREEK RESORT COMMUNITY
DEVELOPMENT DISTRICT
135 W. Central Blvd, Suite 320
Orlando, Florida 32801
Attn: George Flint, District Manager

Copy to: LATHAM, SHUKER, EDEN & BEAUDINE
111 N. Magnolia Ave, Suite 1400
Orlando, FL 32801
Attn: Andrew d'Adesky, District Counsel

If to Contractor: WATERTRONICS LLC.
525 E Industrial Drive
Hartland, WI 53029-2311

Copy to: C T Corporation System
301 S Bedford Street, Suite 1
Madison, WI 53703-3691
Attn: Registered Agent

(b) Notwithstanding the foregoing, any notice sent to the last designated address of the party to whom a notice may be or is required to be delivered under this Agreement shall not be deemed ineffective if actual delivery cannot be made due to a change of address of the party to whom the notice is directed or the failure or refusal of such party to accept delivery of the notice. Parties may change notice address by delivering written notice by mail, overnight delivery service, or courier service to the other party and such change shall become effective when received by the addressee.

19. ATTORNEYS' FEES. If either party hereto institutes an action or proceeding for a declaration of the rights of the parties the Agreement, for injunctive relief, for an alleged breach or default of, or any other action arising out of, the Agreement, or in the event any party hereto is in default of its obligations pursuant hereto, whether or not suit is filed or prosecuted to

final judgment, the non-defaulting or prevailing party shall be entitled to its actual attorneys' fees and to any court costs and expenses incurred, in addition to any other damages or relief awarded.

20. GOVERNING LAW AND JURISDICTION. This Agreement shall be interpreted and enforced under the laws of the State of Florida. The parties will comply with the terms of the Agreement only to the extent they are enforceable or permitted under Florida law. Any litigation arising under this Agreement shall occur in a court having jurisdiction in Orange County, Florida. **THE PARTIES WAIVE TRIAL BY JURY AND AGREE TO SUBMIT TO PERSONAL JURISDICTION AND VENUE IN ORANGE COUNTY, FLORIDA.**

21. SEVERABILITY. In the event that any provision of this Agreement is judicially construed to be invalid by a court of competent jurisdiction, such provision shall then be construed in a manner allowing its validity, or if this leads to an impracticable result, shall be stricken, but in either event, all other provisions of the Agreement shall remain in full force and effect.

22. NO WAIVER. No failure by either party to insist upon the strict performance of any covenant, duty, contract or condition of this Agreement or to exercise any right or remedy upon a breach thereof shall constitute a waiver of any such breach or of such or any other covenant, contract, term or condition. Any party hereto, by written notice executed by such party, may, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation, or covenant of any other party hereto. No waiver shall affect or alter this Agreement, but each and every covenant, contract, term and condition of this Agreement shall continue in full force and effect with respect to any other then-existing or subsequent breach thereof.

23. NO MODIFICATION. No modification, waiver, amendment, discharge or change of this Agreement shall be valid unless the same is in writing and signed by the parties against which such enforcement is or may be sought. This instrument contains the entire contract made between the parties and may not be modified orally or in any manner other than by a contract in writing signed by all parties hereto or their respective successors in interest.

24. TIME IS OF THE ESSENCE. The time for delivery and/or completion of the work to be performed under the Agreement shall be of the essence of the Agreement. Contractor agrees to provide the pump station within the stated nine (9) weeks from award and submittal approval. Contractor will communicate with the contractor assigned to install the wet well and slab to coordinate pump station delivery and unload as best suiting the Project and District. If required by the District, Contractor agrees to hold pump station at their manufacturing facility for a period of ninety (90) days without charges to help coordinate accurate delivery date with completed wet well and slab project. Contractor agrees to substantial completion of the pump station prior to receiving exact wet well depth dimensions and survey results. Final pump length build out and station completion prior to shipping shall then be completed within a two (2) to three (3) week period from obtaining survey dimensions.

25. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully

between the parties as an arm's length transaction. In addition to the representations and warranties contained herein, the Contractor acknowledges that prior to the execution of the Agreement it has thoroughly reviewed and inspected the Agreement documents, and satisfied itself regarding any error, inconsistency, discrepancy, ambiguity, omission, insufficiency of detail or explanation. Contractor further acknowledges that the parties have participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all Parties are deemed to have drafted, chosen and selected the language, and doubtful language will not be interpreted or construed against any Party.

26. COUNTERPARTS. This Agreement may be executed in any number of counterparts with the same effect as if all parties had signed the same document. All fully executed counterparts shall be construed together and shall constitute one and the same contract.

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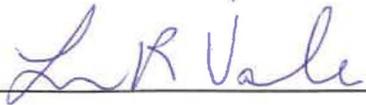
**SIGNATURE PAGE TO
CUSTOM PUMP SYSTEM AGREEMENT**

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed affective as of the day and year first above written.

WITNESSES:



Print: George S. Fliss



Print: Lauren R Vanderveer

DISTRICT:

**BONNET CREEK RESORT
COMMUNITY DEVELOPMENT
DISTRICT**

By: 

Name: Russell Greene
Chairman (Vice-Chair, Board of Supervisors)

WITNESSES:



Print: John A Bizub



Print: Duane Landers

CONTRACTOR:

**WATERTRONICS LLC., a Wisconsin
limited liability company**

By: 

Print: CHIP CARLSON

Title: PRESIDENT

SECTION IX

SECTION A

SECTION 1

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1
2 An act relating to government accountability; amending
3 s. 11.40, F.S.; specifying that the Governor, the
4 Commissioner of Education, or the designee of the
5 Governor or of the commissioner, may notify the
6 Legislative Auditing Committee of an entity's failure
7 to comply with certain auditing and financial
8 reporting requirements; amending s. 11.45, F.S.;
9 revising definitions and defining the terms "abuse,"
10 "fraud," and "waste"; excluding water management
11 districts from certain audit requirements; removing a
12 cross-reference; authorizing the Auditor General to
13 conduct audits of tourist development councils and
14 county tourism promotion agencies; revising reporting
15 requirements applicable to the Auditor General;
16 amending s. 11.47, F.S.; specifying that any person
17 who willfully fails or refuses to provide access to an
18 employee, officer, or agent of an entity under audit
19 is subject to a penalty; amending s. 28.35, F.S.;
20 revising reporting requirements applicable to the
21 Florida Clerks of Court Operations Corporation;
22 amending s. 43.16, F.S.; revising the responsibilities
23 of the Justice Administrative Commission, each state
24 attorney, each public defender, the criminal conflict
25 and civil regional counsel, the capital collateral
26 regional counsel, and the Guardian Ad Litem Program,
27 to include the establishment and maintenance of
28 certain internal controls; amending ss. 129.03,
29 129.06, and 166.241, F.S.; requiring counties and

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30 municipalities to maintain certain budget documents on
31 the entities' websites for a specified period;
32 amending s. 215.86, F.S.; revising the purposes for
33 which management systems and internal controls must be
34 established and maintained by each state agency and
35 the judicial branch; amending s. 215.97, F.S.;

36 revising certain audit threshold requirements;
37 amending s. 215.985, F.S.; revising the requirements
38 for a monthly financial statement provided by a water
39 management district; amending s. 218.31, F.S.:

40 revising the definition of the term "financial audit";
41 amending s. 218.32, F.S.; authorizing the Department
42 of Financial Services to request additional
43 information from a local governmental entity in
44 preparation of an annual report; requiring a local
45 governmental entity to respond to such requests within
46 a specified timeframe; requiring the department to
47 notify the Legislative Auditing Committee of
48 noncompliance; amending s. 218.33, F.S.; requiring
49 local governmental entities to establish and maintain
50 internal controls to achieve specified purposes;
51 amending s. 218.391, F.S.; revising membership, and
52 restrictions thereof, for an auditor selection
53 committee; prescribing requirements and procedures for
54 selecting an auditor if certain conditions exist;
55 amending s. 373.536, F.S.; deleting obsolete language;
56 requiring water management districts to maintain
57 certain budget documents on the districts' websites
58 for specified periods; amending s. 1001.42, F.S.;

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59 authorizing additional internal audits as directed by
60 the district school board; amending s. 1002.33, F.S.;
61 revising the responsibilities of the governing board
62 of a charter school to include the establishment and
63 maintenance of internal controls; amending s. 1002.37,
64 F.S.; requiring completion of an annual financial
65 audit of the Florida Virtual School; specifying audit
66 requirements; requiring an audit report to be
67 submitted to the board of trustees of the Florida
68 Virtual School and the Auditor General; deleting
69 obsolete provisions; amending s. 1010.01, F.S.;
70 requiring each school district, Florida College System
71 institution, and state university to establish and
72 maintain certain internal controls; creating ss.
73 1012.8551 and 1012.915, F.S.; specifying applicable
74 standards as to employee background screening and
75 investigations of Florida College System and State
76 University System personnel, respectively; amending s.
77 218.503, F.S.; conforming provisions and cross-
78 references to changes made by the act; providing a
79 declaration of important state interest; providing an
80 effective date.

81

82 Be It Enacted by the Legislature of the State of Florida:

83

84 Section 1. Subsection (2) of section 11.40, Florida
85 Statutes, is amended to read:

86 11.40 Legislative Auditing Committee.—

87 (2) Following notification by the Auditor General, the

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88 Department of Financial Services, ~~or~~ the Division of Bond
89 Finance of the State Board of Administration, the Governor or
90 his or her designee, or the Commissioner of Education or his or
91 her designee of the failure of a local governmental entity,
92 district school board, charter school, or charter technical
93 career center to comply with the applicable provisions within s.
94 11.45(5)-(7), s. 218.32(1), s. 218.38, or s. 218.503(3), the
95 Legislative Auditing Committee may schedule a hearing to
96 determine if the entity should be subject to further state
97 action. If the committee determines that the entity should be
98 subject to further state action, the committee shall:

99 (a) In the case of a local governmental entity or district
100 school board, direct the Department of Revenue and the
101 Department of Financial Services to withhold any funds not
102 pledged for bond debt service satisfaction which are payable to
103 such entity until the entity complies with the law. The
104 committee shall specify the date that such action must ~~shall~~
105 begin, and the directive must be received by the Department of
106 Revenue and the Department of Financial Services 30 days before
107 the date of the distribution mandated by law. The Department of
108 Revenue and the Department of Financial Services may implement
109 ~~the provisions of~~ this paragraph.

110 (b) In the case of a special district created by:
111 1. A special act, notify the President of the Senate, the
112 Speaker of the House of Representatives, the standing committees
113 of the Senate and the House of Representatives charged with
114 special district oversight as determined by the presiding
115 officers of each respective chamber, the legislators who
116 represent a portion of the geographical jurisdiction of the

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117 special district, and the Department of Economic Opportunity
118 that the special district has failed to comply with the law.
119 Upon receipt of notification, the Department of Economic
120 Opportunity shall proceed pursuant to s. 189.062 or s. 189.067.
121 If the special district remains in noncompliance after the
122 process set forth in s. 189.0651, or if a public hearing is not
123 held, the Legislative Auditing Committee may request the
124 department to proceed pursuant to s. 189.067(3).

125 2. A local ordinance, notify the chair or equivalent of the
126 local general-purpose government pursuant to s. 189.0652 and the
127 Department of Economic Opportunity that the special district has
128 failed to comply with the law. Upon receipt of notification, the
129 department shall proceed pursuant to s. 189.062 or s. 189.067.
130 If the special district remains in noncompliance after the
131 process set forth in s. 189.0652, or if a public hearing is not
132 held, the Legislative Auditing Committee may request the
133 department to proceed pursuant to s. 189.067(3).

134 3. Any manner other than a special act or local ordinance,
135 notify the Department of Economic Opportunity that the special
136 district has failed to comply with the law. Upon receipt of
137 notification, the department shall proceed pursuant to s.
138 189.062 or s. 189.067(3).

139 (c) In the case of a charter school or charter technical
140 career center, notify the appropriate sponsoring entity, which
141 may terminate the charter pursuant to ss. 1002.33 and 1002.34.

142 Section 2. Subsection (1), paragraph (j) of subsection (2),
143 paragraph (u) of subsection (3), and paragraph (i) of subsection
144 (7) of section 11.45, Florida Statutes, are amended, and
145 paragraph (x) is added to subsection (3) of that section, to

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146 read:

147 11.45 Definitions; duties; authorities; reports; rules.—

148 (1) DEFINITIONS.—As used in ss. 11.40-11.51, the term:

149 (a) "Abuse" means behavior that is deficient or improper
150 when compared with behavior that a prudent person would consider
151 a reasonable and necessary operational practice given the facts
152 and circumstances. The term includes the misuse of authority or
153 position for personal gain.

154 ~~(b)(a)~~ "Audit" means a financial audit, operational audit,
155 or performance audit.

156 ~~(c)(b)~~ "County agency" means a board of county
157 commissioners or other legislative and governing body of a
158 county, however styled, including that of a consolidated or
159 metropolitan government, a clerk of the circuit court, a
160 separate or ex officio clerk of the county court, a sheriff, a
161 property appraiser, a tax collector, a supervisor of elections,
162 or any other officer in whom any portion of the fiscal duties of
163 a body or officer expressly stated in this paragraph are the
164 ~~above are under law~~ separately placed by law.

165 ~~(d)(e)~~ "Financial audit" means an examination of financial
166 statements in order to express an opinion on the fairness with
167 which they are presented in conformity with generally accepted
168 accounting principles and an examination to determine whether
169 operations are properly conducted in accordance with legal and
170 regulatory requirements. Financial audits must be conducted in
171 accordance with auditing standards generally accepted in the
172 United States and government auditing standards ~~as adopted by~~
173 ~~the Board of Accountancy.~~ When applicable, the scope of
174 financial audits must ~~shall~~ encompass the additional activities

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175 necessary to establish compliance with the Single Audit Act
176 Amendments of 1996, 31 U.S.C. ss. 7501-7507, and other
177 applicable federal law.

178 (e) "Fraud" means obtaining something of value through
179 willful misrepresentation, including, but not limited to,
180 intentional misstatements or intentional omissions of amounts or
181 disclosures in financial statements to deceive users of
182 financial statements, theft of an entity's assets, bribery, or
183 the use of one's position for personal enrichment through the
184 deliberate misuse or misapplication of an organization's
185 resources.

186 (f)~~(d)~~ "Governmental entity" means a state agency, a county
187 agency, or any other entity, however styled, that independently
188 exercises any type of state or local governmental function.

189 (g)~~(e)~~ "Local governmental entity" means a county agency,
190 municipality, tourist development council, county tourism
191 promotion agency, or special district as defined in s. 189.012.
192 The term, ~~but~~ does not include any housing authority established
193 under chapter 421.

194 (h)~~(f)~~ "Management letter" means a statement of the
195 auditor's comments and recommendations.

196 (i)~~(g)~~ "Operational audit" means an audit whose purpose is
197 to evaluate management's performance in establishing and
198 maintaining internal controls, including controls designed to
199 prevent and detect fraud, waste, and abuse, and in administering
200 assigned responsibilities in accordance with applicable laws,
201 administrative rules, contracts, grant agreements, and other
202 guidelines. Operational audits must be conducted in accordance
203 with government auditing standards. Such audits examine internal

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204 controls that are designed and placed in operation to promote
205 and encourage the achievement of management's control objectives
206 in the categories of compliance, economic and efficient
207 operations, reliability of financial records and reports, and
208 safeguarding of assets, and identify weaknesses in those
209 internal controls.

210 (j)~~(h)~~ "Performance audit" means an examination of a
211 program, activity, or function of a governmental entity,
212 conducted in accordance with applicable government auditing
213 standards or auditing and evaluation standards of other
214 appropriate authoritative bodies. The term includes an
215 examination of issues related to:

- 216 1. Economy, efficiency, or effectiveness of the program.
- 217 2. Structure or design of the program to accomplish its
218 goals and objectives.
- 219 3. Adequacy of the program to meet the needs identified by
220 the Legislature or governing body.
- 221 4. Alternative methods of providing program services or
222 products.
- 223 5. Goals, objectives, and performance measures used by the
224 agency to monitor and report program accomplishments.
- 225 6. The accuracy or adequacy of public documents, reports,
226 or requests prepared under the program by state agencies.
- 227 7. Compliance of the program with appropriate policies,
228 rules, or laws.
- 229 8. Any other issues related to governmental entities as
230 directed by the Legislative Auditing Committee.

231 (k)~~(i)~~ "Political subdivision" means a separate agency or
232 unit of local government created or established by law and

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233 includes, but is not limited to, the following and the officers
234 thereof: authority, board, branch, bureau, city, commission,
235 consolidated government, county, department, district,
236 institution, metropolitan government, municipality, office,
237 officer, public corporation, town, or village.

238 (1)~~(j)~~ "State agency" means a separate agency or unit of
239 state government created or established by law and includes, but
240 is not limited to, the following and the officers thereof:
241 authority, board, branch, bureau, commission, department,
242 division, institution, office, officer, or public corporation,
243 as the case may be, except any such agency or unit within the
244 legislative branch of state government other than the Florida
245 Public Service Commission.

246 (m) "Waste" means the act of using or expending resources
247 unreasonably, carelessly, extravagantly, or for no useful
248 purpose.

249 (2) DUTIES.—The Auditor General shall:

250 (j) Conduct audits of local governmental entities when
251 determined to be necessary by the Auditor General, when directed
252 by the Legislative Auditing Committee, or when otherwise
253 required by law. No later than 18 months after the release of
254 the audit report, the Auditor General shall perform such
255 appropriate followup procedures as he or she deems necessary to
256 determine the audited entity's progress in addressing the
257 findings and recommendations contained within the Auditor
258 General's previous report. The Auditor General shall notify each
259 member of the audited entity's governing body and the
260 Legislative Auditing Committee of the results of his or her
261 determination. For purposes of this paragraph, local

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262 governmental entities do not include water management districts.

263

264 The Auditor General shall perform his or her duties
265 independently but under the general policies established by the
266 Legislative Auditing Committee. This subsection does not limit
267 the Auditor General's discretionary authority to conduct other
268 audits or engagements of governmental entities as authorized in
269 subsection (3).

270 (3) AUTHORITY FOR AUDITS AND OTHER ENGAGEMENTS.—The Auditor
271 General may, pursuant to his or her own authority, or at the
272 direction of the Legislative Auditing Committee, conduct audits
273 or other engagements as determined appropriate by the Auditor
274 General of:

275 (u) The Florida Virtual School ~~pursuant to s. 1002.37.~~

276 (x) Tourist development councils and county tourism
277 promotion agencies.

278 (7) AUDITOR GENERAL REPORTING REQUIREMENTS.—

279 (i) The Auditor General shall annually transmit by July 15,
280 to the President of the Senate, the Speaker of the House of
281 Representatives, and the Department of Financial Services, a
282 list of all school districts, charter schools, charter technical
283 career centers, Florida College System institutions, state
284 universities, and local governmental entities ~~water management~~
285 ~~districts~~ that have failed to comply with the transparency
286 requirements as identified in the audit reports reviewed
287 pursuant to paragraph (b) and those conducted pursuant to
288 subsection (2).

289 Section 3. Subsection (3) of section 11.47, Florida
290 Statutes, is amended to read:

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291 11.47 Penalties; failure to make a proper audit or
292 examination; making a false report; failure to produce documents
293 or information.-

294 (3) Any person who willfully fails or refuses to provide
295 access to an employee, officer, or agent of an entity subject to
296 an audit or to furnish or produce any book, record, paper,
297 document, data, or sufficient information necessary to a proper
298 audit or examination which the Auditor General or the Office of
299 Program Policy Analysis and Government Accountability is by law
300 authorized to perform commits ~~shall be guilty of~~ a misdemeanor
301 of the first degree, punishable as provided in s. 775.082 or s.
302 775.083.

303 Section 4. Paragraph (d) of subsection (2) of section
304 28.35, Florida Statutes, is amended to read:

305 28.35 Florida Clerks of Court Operations Corporation.-

306 (2) The duties of the corporation shall include the
307 following:

308 (d) Developing and certifying a uniform system of workload
309 measures and applicable workload standards for court-related
310 functions as developed by the corporation and clerk workload
311 performance in meeting the workload performance standards. These
312 workload measures and workload performance standards shall be
313 designed to facilitate an objective determination of the
314 performance of each clerk in accordance with minimum standards
315 for fiscal management, operational efficiency, and effective
316 collection of fines, fees, service charges, and court costs. The
317 corporation shall develop the workload measures and workload
318 performance standards in consultation with the Legislature. When
319 the corporation finds a clerk has not met the workload

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320 performance standards, the corporation shall identify the nature
321 of each deficiency and any corrective action recommended and
322 taken by the affected clerk of the court. For quarterly periods
323 ending on the last day of March, June, September, and December
324 of each year, the corporation shall notify the Legislature of
325 any clerk not meeting workload performance standards and provide
326 a copy of any corrective action plans. Such notifications must
327 be submitted no later than 45 days after the end of the
328 preceding quarterly period. As used in this subsection, the
329 term:

330 1. "Workload measures" means the measurement of the
331 activities and frequency of the work required for the clerk to
332 adequately perform the court-related duties of the office as
333 defined by the membership of the Florida Clerks of Court
334 Operations Corporation.

335 2. "Workload performance standards" means the standards
336 developed to measure the timeliness and effectiveness of the
337 activities that are accomplished by the clerk in the performance
338 of the court-related duties of the office as defined by the
339 membership of the Florida Clerks of Court Operations
340 Corporation.

341 Section 5. Present subsections (6) and (7) of section
342 43.16, Florida Statutes, are renumbered as subsections (7) and
343 (8), respectively, and a new subsection (6) is added to that
344 section, to read:

345 43.16 Justice Administrative Commission; membership, powers
346 and duties.—

347 (6) The commission, each state attorney, each public
348 defender, the criminal conflict and civil regional counsel, the

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349 capital collateral regional counsel, and the Guardian Ad Litem
350 Program shall establish and maintain internal controls designed
351 to:

352 (a) Prevent and detect fraud, waste, and abuse as defined
353 in s. 11.45(1).

354 (b) Promote and encourage compliance with applicable laws,
355 rules, contracts, grant agreements, and best practices.

356 (c) Support economical and efficient operations.

357 (d) Ensure reliability of financial records and reports.

358 (e) Safeguard assets.

359 Section 6. Paragraph (c) of subsection (3) of section
360 129.03, Florida Statutes, is amended to read:

361 129.03 Preparation and adoption of budget.—

362 (3) The county budget officer, after tentatively
363 ascertaining the proposed fiscal policies of the board for the
364 next fiscal year, shall prepare and present to the board a
365 tentative budget for the next fiscal year for each of the funds
366 provided in this chapter, including all estimated receipts,
367 taxes to be levied, and balances expected to be brought forward
368 and all estimated expenditures, reserves, and balances to be
369 carried over at the end of the year.

370 (c) The board shall hold public hearings to adopt tentative
371 and final budgets pursuant to s. 200.065. The hearings shall be
372 primarily for the purpose of hearing requests and complaints
373 from the public regarding the budgets and the proposed tax
374 levies and for explaining the budget and any proposed or adopted
375 amendments. The tentative budget must be posted on the county's
376 official website at least 2 days before the public hearing to
377 consider such budget and must remain on the website for at least

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378 45 days. The final budget must be posted on the website within
379 30 days after adoption and must remain on the website for at
380 least 2 years. The tentative budgets, adopted tentative budgets,
381 and final budgets shall be filed in the office of the county
382 auditor as a public record. Sufficient reference in words and
383 figures to identify the particular transactions must ~~shall~~ be
384 made in the minutes of the board to record its actions with
385 reference to the budgets.

386 Section 7. Paragraph (f) of subsection (2) of section
387 129.06, Florida Statutes, is amended to read:

388 129.06 Execution and amendment of budget.—

389 (2) The board at any time within a fiscal year may amend a
390 budget for that year, and may within the first 60 days of a
391 fiscal year amend the budget for the prior fiscal year, as
392 follows:

393 (f) Unless otherwise prohibited by law, if an amendment to
394 a budget is required for a purpose not specifically authorized
395 in paragraphs (a)-(e), the amendment may be authorized by
396 resolution or ordinance of the board of county commissioners
397 adopted following a public hearing.

398 1. The public hearing must be advertised at least 2 days,
399 but not more than 5 days, before the date of the hearing. The
400 advertisement must appear in a newspaper of paid general
401 circulation and must identify the name of the taxing authority,
402 the date, place, and time of the hearing, and the purpose of the
403 hearing. The advertisement must also identify each budgetary
404 fund to be amended, the source of the funds, the use of the
405 funds, and the total amount of each fund's appropriations.

406 2. If the board amends the budget pursuant to this

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407 paragraph, the adopted amendment must be posted on the county's
408 official website within 5 days after adoption and must remain on
409 the website for at least 2 years.

410 Section 8. Subsections (3) and (5) of section 166.241,
411 Florida Statutes, are amended to read:

412 166.241 Fiscal years, budgets, and budget amendments.—

413 (3) The tentative budget must be posted on the
414 municipality's official website at least 2 days before the
415 budget hearing, held pursuant to s. 200.065 or other law, to
416 consider such budget and must remain on the website for at least
417 45 days. The final adopted budget must be posted on the
418 municipality's official website within 30 days after adoption
419 and must remain on the website for at least 2 years. If the
420 municipality does not operate an official website, the
421 municipality must, within a reasonable period of time as
422 established by the county or counties in which the municipality
423 is located, transmit the tentative budget and final budget to
424 the manager or administrator of such county or counties who
425 shall post the budgets on the county's website.

426 (5) If the governing body of a municipality amends the
427 budget pursuant to paragraph (4)(c), the adopted amendment must
428 be posted on the official website of the municipality within 5
429 days after adoption and must remain on the website for at least
430 2 years. If the municipality does not operate an official
431 website, the municipality must, within a reasonable period of
432 time as established by the county or counties in which the
433 municipality is located, transmit the adopted amendment to the
434 manager or administrator of such county or counties who shall
435 post the adopted amendment on the county's website.

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436 Section 9. Section 215.86, Florida Statutes, is amended to
437 read:

438 215.86 Management systems and controls.—Each state agency
439 and the judicial branch as defined in s. 216.011 shall establish
440 and maintain management systems and internal controls designed
441 to:

442 (1) Prevent and detect fraud, waste, and abuse as defined
443 in s. 11.45(1). ~~that~~

444 (2) Promote and encourage compliance with applicable laws,
445 rules, contracts, and grant agreements.†

446 (3) Support economical and ~~economic,~~ efficient, ~~and~~
447 effective operations.†

448 (4) Ensure reliability of financial records and reports.†

449 (5) Safeguard ~~and safeguarding of~~ assets. Accounting
450 ~~systems and procedures shall be designed to fulfill the~~
451 ~~requirements of generally accepted accounting principles.~~

452 Section 10. Paragraph (a) of subsection (2) of section
453 215.97, Florida Statutes, is amended to read:

454 215.97 Florida Single Audit Act.—

455 (2) As used in this section, the term:

456 (a) "Audit threshold" means the threshold amount used to
457 determine when a state single audit or project-specific audit of
458 a nonstate entity shall be conducted in accordance with this
459 section. Each nonstate entity that expends a total amount of
460 state financial assistance equal to or in excess of \$750,000 in
461 any fiscal year of such nonstate entity shall be required to
462 have a state single audit, ~~or a project-specific audit,~~ for such
463 fiscal year in accordance with the requirements of this section.
464 ~~Every 2 years the Auditor General,~~ After consulting with the

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465 Executive Office of the Governor, the Department of Financial
466 Services, and all state awarding agencies, the Auditor General
467 shall periodically review the threshold amount for requiring
468 audits under this section and may recommend any appropriate
469 statutory change to revise the threshold amount in the annual
470 report submitted to the Legislature pursuant to s. 11.45(7)(h)
471 ~~adjust such threshold amount consistent with the purposes of~~
472 ~~this section.~~

473 Section 11. Subsection (11) of section 215.985, Florida
474 Statutes, is amended to read:

475 215.985 Transparency in government spending.—

476 (11) Each water management district shall provide a monthly
477 financial statement in the form and manner prescribed by the
478 Department of Financial Services to the district's ~~its~~ governing
479 board and make such monthly financial statement available for
480 public access on its website.

481 Section 12. Subsection (17) of section 218.31, Florida
482 Statutes, is amended to read:

483 218.31 Definitions.—As used in this part, except where the
484 context clearly indicates a different meaning:

485 (17) "Financial audit" means an examination of financial
486 statements in order to express an opinion on the fairness with
487 which they are presented in conformity with generally accepted
488 accounting principles and an examination to determine whether
489 operations are properly conducted in accordance with legal and
490 regulatory requirements. Financial audits must be conducted in
491 accordance with auditing standards generally accepted in the
492 United States and government auditing standards ~~as adopted by~~
493 ~~the Board of Accountancy and as prescribed by rules promulgated~~

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494 ~~by the Auditor General~~. When applicable, the scope of financial
495 audits must ~~shall~~ encompass the additional activities necessary
496 to establish compliance with the Single Audit Act Amendments of
497 1996, 31 U.S.C. ss. 7501-7507, and other applicable federal law.

498 Section 13. Subsection (2) of section 218.32, Florida
499 Statutes, is amended to read:

500 218.32 Annual financial reports; local governmental
501 entities.—

502 (2) The department shall annually by December 1 file a
503 verified report with the Governor, the Legislature, the Auditor
504 General, and the Special District Accountability Program of the
505 Department of Economic Opportunity showing the revenues, both
506 locally derived and derived from intergovernmental transfers,
507 and the expenditures of each local governmental entity, regional
508 planning council, local government finance commission, and
509 municipal power corporation that is required to submit an annual
510 financial report. In preparing the verified report, the
511 department may request additional information from the local
512 governmental entity. The information requested must be provided
513 to the department within 45 days after the request. If the local
514 governmental entity does not comply with the request, the
515 department shall notify the Legislative Auditing Committee,
516 which may take action pursuant to s. 11.40(2). The report must
517 include, but is not limited to:

518 (a) The total revenues and expenditures of each local
519 governmental entity that is a component unit included in the
520 annual financial report of the reporting entity.

521 (b) The amount of outstanding long-term debt by each local
522 governmental entity. For purposes of this paragraph, the term

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523 "long-term debt" means any agreement or series of agreements to
524 pay money, which, at inception, contemplate terms of payment
525 exceeding 1 year in duration.

526 Section 14. Present subsection (3) of section 218.33,
527 Florida Statutes, is renumbered as subsection (4), and a new
528 subsection (3) is added to that section, to read:

529 218.33 Local governmental entities; establishment of
530 uniform fiscal years and accounting practices and procedures.—

531 (3) Each local governmental entity shall establish and
532 maintain internal controls designed to:

533 (a) Prevent and detect fraud, waste, and abuse as defined
534 in s. 11.45(1).

535 (b) Promote and encourage compliance with applicable laws,
536 rules, contracts, grant agreements, and best practices.

537 (c) Support economical and efficient operations.

538 (d) Ensure reliability of financial records and reports.

539 (e) Safeguard assets.

540 Section 15. Subsections (2), (3), and (4) of section
541 218.391, Florida Statutes, are amended, and subsection (9) is
542 added to that section, to read:

543 218.391 Auditor selection procedures.—

544 (2) The governing body of a ~~charter~~ county, municipality,
545 special district, district school board, charter school, or
546 charter technical career center shall establish an auditor
547 selection ~~audit~~ committee.

548 (a) The auditor selection committee for a ~~Each noncharter~~
549 county must ~~shall establish an audit committee that,~~ at a
550 minimum, ~~shall~~ consist of each of the county officers elected
551 pursuant to the county charter or s. 1(d), Art. VIII of the

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552 State Constitution, ~~or their respective designees a designee,~~
553 and one member of the board of county commissioners or its
554 designee.

555 (b) The auditor selection committee for a municipality,
556 special district, district school board, charter school, or
557 charter technical career center must consist of at least three
558 members. One member of the auditor selection committee must be a
559 member of the governing body of an entity specified in this
560 paragraph, who shall serve as the chair of the committee.

561 (c) An employee, a chief executive officer, or a chief
562 financial officer of the county, municipality, special district,
563 district school board, charter school, or charter technical
564 career center may not serve as a member of an auditor selection
565 committee established under this subsection; however, an
566 employee, a chief executive officer, or a chief financial
567 officer of the county, municipality, special district, district
568 school board, charter school, or charter technical career center
569 may serve in an advisory capacity.

570 (d) The primary purpose of the auditor selection ~~audit~~
571 committee is to assist the governing body in selecting an
572 auditor to conduct the annual financial audit required in s.
573 218.39; however, the ~~audit~~ committee may serve other audit
574 oversight purposes as determined by the entity's governing body.
575 The public may ~~shall~~ not be excluded from the proceedings under
576 this section.

577 (3) The auditor selection ~~audit~~ committee shall:

578 (a) Establish factors to use for the evaluation of audit
579 services to be provided by a certified public accounting firm
580 duly licensed under chapter 473 and qualified to conduct audits

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581 in accordance with government auditing standards as adopted by
582 the Florida Board of Accountancy. Such factors shall include,
583 but are not limited to, ability of personnel, experience,
584 ability to furnish the required services, and such other factors
585 as may be determined by the committee to be applicable to its
586 particular requirements.

587 (b) Publicly announce requests for proposals. Public
588 announcements must include, at a minimum, a brief description of
589 the audit and indicate how interested firms can apply for
590 consideration.

591 (c) Provide interested firms with a request for proposal.
592 The request for proposal shall include information on how
593 proposals are to be evaluated and such other information the
594 committee determines is necessary for the firm to prepare a
595 proposal.

596 (d) Evaluate proposals provided by qualified firms. If
597 compensation is one of the factors established pursuant to
598 paragraph (a), it shall not be the sole or predominant factor
599 used to evaluate proposals.

600 (e) Rank and recommend in order of preference no fewer than
601 three firms deemed to be the most highly qualified to perform
602 the required services after considering the factors established
603 pursuant to paragraph (a). If fewer than three firms respond to
604 the request for proposal, the committee shall recommend such
605 firms as it deems to be the most highly qualified.

606 (4) The governing body shall inquire of qualified firms as
607 to the basis of compensation, select one of the firms
608 recommended by the auditor selection ~~audit~~ committee, and
609 negotiate a contract, using one of the following methods:

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610 (a) If compensation is not one of the factors established
611 pursuant to paragraph (3)(a) and not used to evaluate firms
612 pursuant to paragraph (3)(e), the governing body shall negotiate
613 a contract with the firm ranked first. If the governing body is
614 unable to negotiate a satisfactory contract with that firm,
615 negotiations with that firm shall be formally terminated, and
616 the governing body shall then undertake negotiations with the
617 second-ranked firm. Failing accord with the second-ranked firm,
618 negotiations shall then be terminated with that firm and
619 undertaken with the third-ranked firm. Negotiations with the
620 other ranked firms shall be undertaken in the same manner. The
621 governing body, in negotiating with firms, may reopen formal
622 negotiations with any one of the three top-ranked firms, but it
623 may not negotiate with more than one firm at a time.

624 (b) If compensation is one of the factors established
625 pursuant to paragraph (3)(a) and used in the evaluation of
626 proposals pursuant to paragraph (3)(d), the governing body shall
627 select the highest-ranked qualified firm or must document in its
628 public records the reason for not selecting the highest-ranked
629 qualified firm.

630 (c) The governing body may select a firm recommended by the
631 audit committee and negotiate a contract with one of the
632 recommended firms using an appropriate alternative negotiation
633 method for which compensation is not the sole or predominant
634 factor used to select the firm.

635 (d) In negotiations with firms under this section, the
636 governing body may allow a designee to conduct negotiations on
637 its behalf.

638 (9) If the entity fails to select the auditor in accordance

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639 with the requirements of subsections (3)-(6), the entity must
640 again perform the auditor selection process in accordance with
641 this section to select an auditor to conduct audits for
642 subsequent fiscal years.

643 Section 16. Paragraph (e) of subsection (4), paragraph (d)
644 of subsection (5), and paragraph (d) of subsection (6) of
645 section 373.536, Florida Statutes, are amended to read:

646 373.536 District budget and hearing thereon.—

647 (4) BUDGET CONTROLS; FINANCIAL INFORMATION.—

648 (e) ~~By September 1, 2012,~~ Each district shall provide a
649 monthly financial statement in the form and manner prescribed by
650 the Department of Financial Services to the district's governing
651 board and make such monthly financial statement available for
652 public access on its website.

653 (5) TENTATIVE BUDGET CONTENTS AND SUBMISSION; REVIEW AND
654 APPROVAL.—

655 (d) Each district shall, by August 1 of each year, submit
656 for review a tentative budget and a description of any
657 significant changes from the preliminary budget submitted to the
658 Legislature pursuant to s. 373.535 to the Governor, the
659 President of the Senate, the Speaker of the House of
660 Representatives, the chairs of all legislative committees and
661 subcommittees having substantive or fiscal jurisdiction over
662 water management districts, as determined by the President of
663 the Senate or the Speaker of the House of Representatives, as
664 applicable, the secretary of the department, and the governing
665 body of each county in which the district has jurisdiction or
666 derives any funds for the operations of the district. The
667 tentative budget must be posted on the district's official

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668 website at least 2 days before budget hearings held pursuant to
669 s. 200.065 or other law and must remain on the website for at
670 least 45 days.

671 (6) FINAL BUDGET; ANNUAL AUDIT; CAPITAL IMPROVEMENTS PLAN;
672 WATER RESOURCE DEVELOPMENT WORK PROGRAM.—

673 (d) The final adopted budget must be posted on the water
674 management district's official website within 30 days after
675 adoption and must remain on the website for at least 2 years.

676 Section 17. Paragraph (1) of subsection (12) of section
677 1001.42, Florida Statutes, as amended by chapter 2018-5, Laws of
678 Florida, is amended to read:

679 1001.42 Powers and duties of district school board.—The
680 district school board, acting as a board, shall exercise all
681 powers and perform all duties listed below:

682 (12) FINANCE.—Take steps to assure students adequate
683 educational facilities through the financial procedure
684 authorized in chapters 1010 and 1011 and as prescribed below:

685 (1) *Internal auditor.*—May or, in the case of a school
686 district receiving annual federal, state, and local funds in
687 excess of \$500 million, shall employ an internal auditor. The
688 scope of the internal auditor shall not be restricted and shall
689 include every functional and program area of the school system.

690 1. The internal auditor shall perform ongoing financial
691 verification of the financial records of the school district, a
692 comprehensive risk assessment of all areas of the school system
693 every 5 years, and other audits and reviews as the district
694 school board directs for determining:

695 a. The adequacy of internal controls designed to prevent
696 and detect fraud, waste, and abuse as defined in s. 11.45(1).

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697 b. Compliance with applicable laws, rules, contracts, grant
698 agreements, district school board-approved policies, and best
699 practices.

700 c. The efficiency of operations.

701 d. The reliability of financial records and reports.

702 e. The safeguarding of assets.

703 f. Financial solvency.

704 g. Projected revenues and expenditures.

705 h. The rate of change in the general fund balance.

706 2. The internal auditor shall prepare audit reports of his
707 or her findings and report directly to the district school board
708 or its designee.

709 3. Any person responsible for furnishing or producing any
710 book, record, paper, document, data, or sufficient information
711 necessary to conduct a proper audit or examination which the
712 internal auditor is by law authorized to perform is subject to
713 the provisions of s. 11.47(3) and (4).

714 Section 18. Paragraph (j) of subsection (9) of section
715 1002.33, Florida Statutes, is amended to read:

716 1002.33 Charter schools.—

717 (9) CHARTER SCHOOL REQUIREMENTS.—

718 (j) The governing body of the charter school shall be
719 responsible for:

720 1. Establishing and maintaining internal controls designed
721 to:

722 a. Prevent and detect fraud, waste, and abuse as defined in
723 s. 11.45(1).

724 b. Promote and encourage compliance with applicable laws,
725 rules, contracts, grant agreements, and best practices.

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726 c. Support economical and efficient operations.
727 d. Ensure reliability of financial records and reports.
728 e. Safeguard assets.
729 ~~2.1.~~ Ensuring that the charter school has retained the
730 services of a certified public accountant or auditor for the
731 annual financial audit, pursuant to s. 1002.345(2), who shall
732 submit the report to the governing body.
733 ~~3.2.~~ Reviewing and approving the audit report, including
734 audit findings and recommendations for the financial recovery
735 plan.
736 ~~4.a.3.a.~~ Performing the duties in s. 1002.345, including
737 monitoring a corrective action plan.
738 b. Monitoring a financial recovery plan in order to ensure
739 compliance.
740 ~~5.4.~~ Participating in governance training approved by the
741 department which must include government in the sunshine,
742 conflicts of interest, ethics, and financial responsibility.
743 Section 19. Present subsections (6) through (10) of section
744 1002.37, Florida Statutes, are renumbered as subsections (7)
745 through (11), respectively, present subsection (6) is amended,
746 and a new subsection (6) is added to that section, to read:
747 1002.37 The Florida Virtual School.—
748 (6) The Florida Virtual School shall have an annual
749 financial audit of its accounts and records conducted by an
750 independent auditor who is a certified public accountant
751 licensed under chapter 473. The independent auditor shall
752 conduct the audit in accordance with rules adopted by the
753 Auditor General pursuant to s. 11.45 and, upon completion of the
754 audit, shall prepare an audit report in accordance with such

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755 rules. The audit report must include a written statement by the
756 board of trustees describing corrective action to be taken in
757 response to each of the independent auditor's recommendations
758 included in the audit report. The independent auditor shall
759 submit the audit report to the board of trustees and the Auditor
760 General no later than 9 months after the end of the preceding
761 fiscal year.

762 (7)(6) The board of trustees shall annually submit to the
763 Governor, the Legislature, the Commissioner of Education, and
764 the State Board of Education the audit report prepared pursuant
765 to subsection (6) and a complete and detailed report setting
766 forth:

767 (a) The operations and accomplishments of the Florida
768 Virtual School within the state and those occurring outside the
769 state as Florida Virtual School Global.

770 (b) The marketing and operational plan for the Florida
771 Virtual School and Florida Virtual School Global, including
772 recommendations regarding methods for improving the delivery of
773 education through the Internet and other distance learning
774 technology.

775 (c) The assets and liabilities of the Florida Virtual
776 School and Florida Virtual School Global at the end of the
777 fiscal year.

778 ~~(d) A copy of an annual financial audit of the accounts and~~
779 ~~records of the Florida Virtual School and Florida Virtual School~~
780 ~~Global, conducted by an independent certified public accountant~~
781 ~~and performed in accordance with rules adopted by the Auditor~~
782 ~~General.~~

783 (d)(e) Recommendations regarding the unit cost of providing

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784 services to students through the Florida Virtual School and
785 Florida Virtual School Global. In order to most effectively
786 develop public policy regarding any future funding of the
787 Florida Virtual School, it is imperative that the cost of the
788 program is accurately identified. The identified cost of the
789 program must be based on reliable data.

790 (e)~~(f)~~ Recommendations regarding an accountability
791 mechanism to assess the effectiveness of the services provided
792 by the Florida Virtual School and Florida Virtual School Global.

793 Section 20. Subsection (5) is added to section 1010.01,
794 Florida Statutes, to read:

795 1010.01 Uniform records and accounts.—

796 (5) Each school district, Florida College System
797 institution, and state university shall establish and maintain
798 internal controls designed to:

799 (a) Prevent and detect fraud, waste, and abuse as defined
800 in s. 11.45(1).

801 (b) Promote and encourage compliance with applicable laws,
802 rules, contracts, grant agreements, and best practices.

803 (c) Support economical and efficient operations.

804 (d) Ensure reliability of financial records and reports.

805 (e) Safeguard assets.

806 Section 21. Section 1012.8551, Florida Statutes, is created
807 to read:

808 1012.8551 Employee background screening and investigations
809 for Florida College System personnel.—Section 110.1127 applies
810 to each institution in the Florida College System. Each
811 institution must designate the positions subject to background
812 screening and investigation pursuant to that section.

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813 Section 22. Section 1012.915, Florida Statutes, is created
814 to read:

815 1012.915 Employee background screening and investigations
816 for State University System personnel.—Section 110.1127 applies
817 to each institution in the State University System. Each
818 institution must designate the positions subject to background
819 screening and investigation pursuant to that section.

820 Section 23. Subsection (3) of section 218.503, Florida
821 Statutes, is amended to read:

822 218.503 Determination of financial emergency.—

823 (3) Upon notification that one or more of the conditions in
824 subsection (1) have occurred or will occur if action is not
825 taken to assist the local governmental entity or district school
826 board, the Governor or his or her designee shall contact the
827 local governmental entity or the Commissioner of Education or
828 his or her designee shall contact the district school board, as
829 appropriate, to determine what actions have been taken by the
830 local governmental entity or the district school board to
831 resolve or prevent the condition. The information requested must
832 be provided within 45 days after the date of the request. If the
833 local governmental entity or the district school board does not
834 comply with the request, the Governor or his or her designee or
835 the Commissioner of Education or his or her designee shall
836 notify ~~the members of~~ the Legislative Auditing Committee, which
837 ~~who~~ may take action pursuant to s. 11.40(2) ~~11.40~~. The Governor
838 or the Commissioner of Education, as appropriate, shall
839 determine whether the local governmental entity or the district
840 school board needs state assistance to resolve or prevent the
841 condition. If state assistance is needed, the local governmental

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842 entity or district school board is considered to be in a state
843 of financial emergency. The Governor or the Commissioner of
844 Education, as appropriate, has the authority to implement
845 measures as set forth in ss. 218.50-218.504 to assist the local
846 governmental entity or district school board in resolving the
847 financial emergency. Such measures may include, but are not
848 limited to:

849 (a) Requiring approval of the local governmental entity's
850 budget by the Governor or approval of the district school
851 board's budget by the Commissioner of Education.

852 (b) Authorizing a state loan to a local governmental entity
853 and providing for repayment of same.

854 (c) Prohibiting a local governmental entity or district
855 school board from issuing bonds, notes, certificates of
856 indebtedness, or any other form of debt until such time as it is
857 no longer subject to this section.

858 (d) Making such inspections and reviews of records,
859 information, reports, and assets of the local governmental
860 entity or district school board as are needed. The appropriate
861 local officials shall cooperate in such inspections and reviews.

862 (e) Consulting with officials and auditors of the local
863 governmental entity or the district school board and the
864 appropriate state officials regarding any steps necessary to
865 bring the books of account, accounting systems, financial
866 procedures, and reports into compliance with state requirements.

867 (f) Providing technical assistance to the local
868 governmental entity or the district school board.

869 (g)1. Establishing a financial emergency board to oversee
870 the activities of the local governmental entity or the district

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871 school board. If a financial emergency board is established for
872 a local governmental entity, the Governor shall appoint board
873 members and select a chair. If a financial emergency board is
874 established for a district school board, the State Board of
875 Education shall appoint board members and select a chair. The
876 financial emergency board shall adopt such rules as are
877 necessary for conducting board business. The board may:

878 a. Make such reviews of records, reports, and assets of the
879 local governmental entity or the district school board as are
880 needed.

881 b. Consult with officials and auditors of the local
882 governmental entity, or the district school board and the
883 appropriate state officials regarding any steps necessary to
884 bring the books of account, accounting systems, financial
885 procedures, and reports of the local governmental entity or the
886 district school board into compliance with state requirements.

887 c. Review the operations, management, efficiency,
888 productivity, and financing of functions and operations of the
889 local governmental entity or the district school board.

890 d. Consult with other governmental entities for the
891 consolidation of all administrative direction and support
892 services, including, but not limited to, services for asset
893 sales, economic and community development, building inspections,
894 parks and recreation, facilities management, engineering and
895 construction, insurance coverage, risk management, planning and
896 zoning, information systems, fleet management, and purchasing.

897 2. The recommendations and reports made by the financial
898 emergency board must be submitted to the Governor for local
899 governmental entities or to the Commissioner of Education and

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900 the State Board of Education for district school boards for
901 appropriate action.

902 (h) Requiring and approving a plan, to be prepared by
903 officials of the local governmental entity or the district
904 school board in consultation with the appropriate state
905 officials, prescribing actions that will cause the local
906 governmental entity or district school board to no longer be
907 subject to this section. The plan must include, but need not be
908 limited to:

909 1. Provision for payment in full of obligations outlined in
910 subsection (1), designated as priority items, which are
911 currently due or will come due.

912 2. Establishment of priority budgeting or zero-based
913 budgeting in order to eliminate items that are not affordable.

914 3. The prohibition of a level of operations which can be
915 sustained only with nonrecurring revenues.

916 4. Provisions implementing the consolidation, sourcing, or
917 discontinuance of all administrative direction and support
918 services, including, but not limited to, services for asset
919 sales, economic and community development, building inspections,
920 parks and recreation, facilities management, engineering and
921 construction, insurance coverage, risk management, planning and
922 zoning, information systems, fleet management, and purchasing.

923 Section 24. The Legislature finds that a proper and
924 legitimate state purpose is served when internal controls are
925 established to prevent and detect fraud, waste, and abuse and to
926 safeguard and account for government funds and property.
927 Therefore, the Legislature determines and declares that this act
928 fulfills an important state interest.

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929

Section 25. This act shall take effect July 1, 2019.

SECTION C

SECTION 1

Bonnet Creek Resort
Community Development District

9145 Narcoossee Road, Suite A206, Orlando, FL 32827
Phone: 407-841-5524 – Fax: 407-839-1526

**Operation and Maintenance Expenditures
For Board Approval
November 30, 2019**

Attached please find the check register listing the Operation and Maintenance expenditures paid from November 1, 2019 through November 30, 2019. This does not include expenditures previously approved by the Board.

The total items being presented: **\$59,048.65**

Approval of Expenditures:

_____ Chairman

_____ Vice Chairman

_____ Assistant Secretary

Bonnet Creek Resort Community Development District

Paid Operation & Maintenance Expenses
November 1, 2019 Through November 30, 2019

Vendor Name	Check Number	Invoice Number	Invoice Description	Amount
GOVERNMENTAL MANAGEMENT SERVICES	3532	175	MANAGEMENT FEES NOV19	\$ 2,662.92
GOVERNMENTAL MANAGEMENT SERVICES	3532	175	OFFICE SUPPLIES	\$ 23.13
GOVERNMENTAL MANAGEMENT SERVICES	3532	175	POSTAGE	\$ 179.26
GOVERNMENTAL MANAGEMENT SERVICES	3532	175	COPIES	\$ 2.10
GOVERNMENTAL MANAGEMENT SERVICES	3532	175	TELEPHONE	\$ 32.25
GOVERNMENTAL MANAGEMENT SERVICES	3532	176	FIELD MGMNT FEES NOV19	\$ 5,585.83
HERBERT VON KLUGE	3533	HK110719	SUPERVISOR FEES 11/07/19	\$ 200.00
RUTH PERRY	3534	RP110719	SUPERVISOR FEES 11/07/19	\$ 200.00
ROBERT GAUL	3535	BG110719	SUPERVISOR FEES 11/07/19	\$ 200.00
RANDALL GREENE	3536	RG110719	SUPERVISOR FEES 11/07/19	\$ 200.00
AQUATIC WEED CONTROL, INC.	3537	40733	WETLAND MAINTENANCE OCT19	\$ 1,694.00
BERRY CONSTRUCTION OF CENTRAL FL	3538	4621	REMOVE ASPHALT/CLEAN/PREP	\$ 430.00
BERRY CONSTRUCTION OF CENTRAL FL	3538	4623	CUT/REPLACE ASPHALT	\$ 465.00
YELLOWSTONE LANDSCAPE	3539	ON 53284	LANDSCAPE MAINT SEP19	\$ 19,419.00
YELLOWSTONE LANDSCAPE	3539	ON 65961	PLANT REPLACEMENT	\$ 3,176.25
YELLOWSTONE LANDSCAPE	3539	ON 63714	LANDSCAPE MAINT NOV19	\$ 19,419.00
AMTEC	3540	6151-11-	REFUNDNG BONDS SERIES2016	\$ 1,350.00
DONALD W. MCINTOSH ASSOCIATES, INC	3541	37225	GENERAL COUNSEL OCT19	\$ 856.75
DONALD W. MCINTOSH ASSOCIATES, INC	3541	37225	INTERSECTION IMPROVEMENTS	\$ 600.00
LATHAM, LUNA, EDEN & BEAUDINE LLP	3542	88442	BOARD MTG/EASEMENT/PROPOS	\$ 2,138.16
SOLITUDE LAKE MANAGEMENT LLC	3543	PI-A0031	LAKE/POND SERVICE NOV19	\$ 215.00
Subtotal Check Register				\$ 59,048.65
Automatic Drafts				
Orange County Utilities	Auto-Pay	855665881	Utilities - Nov 2019	\$ -
Progress Energy Florida	Auto-Pay	01095-15415OCT19	Utilities - Nov 2019	\$ 853.96
Progress Energy Florida	Auto-Pay	09248-56128OCT19	Utilities - Nov 2019	\$ 84.22
Progress Energy Florida	Auto-Pay	12137-03159OCT19	Utilities - Nov 2019	\$ 37.94
Progress Energy Florida	Auto-Pay	31728-64366OCT19	Utilities - Nov 2019	\$ 5,652.08
Progress Energy Florida	Auto-Pay	41141-83054OCT19	Utilities - Nov 2019	\$ 20.04
Progress Energy Florida	Auto-Pay	48878-59425OCT19	Utilities - Nov 2019	\$ 14.87
Progress Energy Florida	Auto-Pay	55839-73134OCT19	Utilities - Nov 2019	\$ 14.12
Progress Energy Florida	Auto-Pay	56243-83594OCT19	Utilities - Nov 2019	\$ 13.11
Progress Energy Florida	Auto-Pay	65496-08288OCT19	Utilities - Nov 2019	\$ 19.42
Subtotal Automatic Drafts				\$ 6,709.76
Report Total				\$ 65,758.41

*** CHECK DATES 11/01/2019 - 11/30/2019 ***

BONNET CREEK-GENERAL FUND
BANK A BCRDD- GENERAL FUND

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
11/12/19	00001	11/01/19 175	201911 310-51300-34000		*	2,662.92		
			MANAGEMENT FEES NOV19					
		11/01/19 175	201911 310-51300-51000		*	23.13		
			OFFICE SUPPLIES					
		11/01/19 175	201911 310-51300-42000		*	179.26		
			POSTAGE					
		11/01/19 175	201911 310-51300-42500		*	2.10		
			COPIES					
		11/01/19 175	201911 310-51300-41000		*	32.25		
			TELEPHONE					
		11/01/19 176	201911 320-53800-34000		*	5,585.83		
			FIELD MGMNT FEES NOV19					
							GOVERNMENTAL MANAGEMENT SERVICES-	8,485.49 003532
11/15/19	00093	11/07/19 HK110719	201911 310-51300-11000		*	200.00		
			SUPERVISOR FEES 11/07/19					
							HERBERT VON KLUGE	200.00 003533
11/15/19	00040	11/07/19 RP110719	201911 310-51300-11000		*	200.00		
			SUPERVISOR FEES 11/07/19					
							RUTH PERRY	200.00 003534
11/15/19	00073	11/07/19 BG110719	201911 310-51300-11000		*	200.00		
			SUPERVISOR FEES 11/07/19					
							ROBERT GAUL	200.00 003535
11/15/19	00077	11/07/19 RG110719	201911 310-51300-11000		*	200.00		
			SUPERVISOR FEES 11/07/19					
							RANDALL GREENE	200.00 003536
11/21/19	00052	10/28/19 40733	201910 320-53800-44100		*	1,694.00		
			WETLAND MAINTENANCE OCT19					
							AQUATIC WEED CONTROL, INC.	1,694.00 003537
11/21/19	00084	11/06/19 4621	201911 320-53800-48000		*	430.00		
			REMOVE ASPHALT/CLEAN/PREP					
		11/10/19 4623	201911 320-53800-48000		*	465.00		
			CUT/REPLACE ASPHALT					
							BERRY CONSTRUCTION OF CENTRAL FL	895.00 003538
11/21/19	00050	9/15/19 ON 53284	201909 320-53800-47300		*	19,419.00		
			LANDSCAPE MAINT SEP19					
		10/31/19 ON 65961	201910 320-53800-60000		*	3,176.25		
			PLANT REPLACEMENT					
		11/01/19 ON 63714	201911 320-53800-47300		*	19,419.00		
			LANDSCAPE MAINT NOV19					
							YELLOWSTONE LANDSCAPE	42,014.25 003539

BONC BONNET CREEK IARAUJO

CHECK DATE	VEND#	INVOICE DATE	INVOICE	YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
11/26/19	00094	11/15/19	6151-11- REFUNDNG BONDS SERIES2016	2019	11	310-51300-32100			AMTEC	*	1,350.00	1,350.00	003540
11/26/19	00016	11/15/19	37225 GENERAL COUNSEL OCT19	2019	10	310-51300-31100			DONALD W. MCINTOSH ASSOCIATES, INC	*	856.75		
		11/15/19	37225 INTERSECTION IMPROVEMENTS	2019	10	320-53800-48500				*	600.00	1,456.75	003541
11/26/19	00028	11/21/19	88442 BOARD MTG/EASEMENT/PROPOS	2019	10	310-51300-31500			LATHAM, LUNA, EDEN & BEAUDINE LLP	*	2,138.16	2,138.16	003542
11/26/19	00086	11/01/19	PI-A0031 LAKE/POND SERVICE NOV19	2019	11	320-53800-44150			SOLITUDE LAKE MANAGEMENT LLC	*	215.00	215.00	003543
TOTAL FOR BANK A											59,048.65		
TOTAL FOR REGISTER											59,048.65		

GMS-Central Florida, LLC

1001 Bradford Way
Kingston, TN 37763

Invoice

Invoice #: 175
Invoice Date: 11/1/19
Due Date: 11/1/19
Case:
P.O. Number:

Bill To:

Bonnet Creek Resort CDD
135 West Central Blvd.
Suite 320
Orlando, FL 32801

H/

Description	Hours/Qty	Rate	Amount
Management Fees - November 2019 340		2,662.92	2,662.92
Office Supplies 510		23.13	23.13
Postage 420		179.26	179.26
Copies 425		2.10	2.10
Telephone 410		32.25	32.25
Total			\$2,899.66
Payments/Credits			\$0.00
Balance Due			\$2,899.66

GMS-Central Florida, LLC
1001 Bradford Way
Kingston, TN 37763

Invoice

Invoice #: 176
Invoice Date: 11/1/19
Due Date: 11/1/19
Case:
P.O. Number:

Bill To:
Bonnet Creek Resort CDD
135 West Central Blvd.
Suite 320
Orlando, FL 32801

L1

Description	Hours/Qty	Rate	Amount
Field Management - November 2019	120	5,585.83	5,585.83
Total			\$5,585.83
Payments/Credits			\$0.00
Balance Due			\$5,585.83

Attendance Confirmation
for
BOARD OF SUPERVISORS

District Name: Bonnet Creek Resort CDD

Board Meeting Date: November 7, 2019

	<i>Name</i>	<i>In Attendance Please ✓</i>	<i>Fee Involved Yes / No</i>
1	Glen Winsor	✓	Yes (\$200)
2	Bob Gaul	✓	Yes (\$200)
3	Ruth Perry	✓ (pk.)	Yes (\$200)
4	Heidi Vouklus	✓	(\$)
5	Randall Greene	✓	Yes (\$200)

The supervisors present at the above referenced meeting should be compensated accordingly.

Approved for Payment:



District Manager Signature

11/7/19
Date

****RETURN SIGNED DOCUMENT TO Ariel Lovera****

**Attendance Confirmation
for
BOARD OF SUPERVISORS**

District Name: Bonnet Creek Resort CDD

Board Meeting Date: November 7, 2019

	<i>Name</i>	<i>In Attendance Please ✓</i>	<i>Fee Involved Yes / No</i>
1	Glen Winsor	✓	Yes (\$200)
2	Bob Gaul	✓	Yes (\$200)
3	Ruth Perry	✓ (p.l.o.)	Yes (\$200)
4	Heidi Vorklos	✓	(\$)
5	Randall Greene	✓	Yes (\$200)

The supervisors present at the above referenced meeting should be compensated accordingly.

Approved for Payment:



District Manager Signature

11/7/19

Date

****RETURN SIGNED DOCUMENT TO Ariel Lovera****

Attendance Confirmation
for
BOARD OF SUPERVISORS

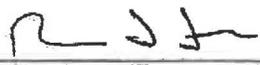
District Name: Bonnet Creek Resort CDD

Board Meeting Date: November 7, 2019

	<i>Name</i>	<i>In Attendance</i> <i>Please ✓</i>	<i>Fee Involved</i> <i>Yes / No</i>
1	Glen Winsor	✓	Yes (\$200)
2	Bob Gaul	✓	Yes (\$200)
3	Ruth Perry	✓ (p.l.)	Yes (\$200)
4	Heidi Vorklug	✓	(\$)
5	Randall Greene	✓	Yes (\$200)

The supervisors present at the above referenced meeting should be compensated accordingly.

Approved for Payment:


District Manager Signature

11/7/19
Date

****RETURN SIGNED DOCUMENT TO Ariel Lovera****

Attendance Confirmation
for
BOARD OF SUPERVISORS

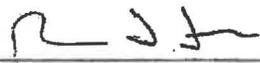
District Name: Bonnet Creek Resort CDD

Board Meeting Date: November 7, 2019

	<i>Name</i>	<i>In Attendance Please ✓</i>	<i>Fee Involved Yes / No</i>
1	Glen Winsor	✓	Yes (\$200)
2	Bob Gaul	✓	Yes (\$200)
3	Ruth Perry	✓ (p.l.v.)	Yes (\$200)
4	Helen Vanklug	✓	(\$)
5	Randall Greene	✓	Yes (\$200)

The supervisors present at the above referenced meeting should be compensated accordingly.

Approved for Payment:



District Manager Signature

11/7/19
Date

****RETURN SIGNED DOCUMENT TO Ariel Lovera****



Aquatic Weed Control, Inc.

P.O. Box 593258
Orlando, FL 32859

Phone: 407-859-2020
Fax: 407-859-3275

Invoice

Date	Invoice #
10/28/2019	40733

Bill To
Bonnet Creek Resort CDD c/o GMS - CF, LLC 9145 Narcoossee Road, Ste. A206 Orlando, FL 32827

Customer P.O. No.	Payment Terms	Due Date
	Net 30	11/27/2019

Description	Amount
Monthly wetland maintenance for the month this invoice is dated - Wetlands, fenceline, 1 Golf Course Pond @ Bonnet Creek Resort. Completed 10/22/2019.	1,694.00
<i>1.5d.</i>	
<i>320.538 441.</i>	
RECEIVED	
OCT 28 2019	
<i>Pond + Embankment treatment (AWC)</i>	

Thank you for your business.

Total	\$1,694.00
Payments/Credits	\$0.00
Balance Due	\$1,694.00

Berry Construction of Central Florida, Inc.

4421 Reaves Road
Kissimmee, FL 34746

Invoice

Date	Invoice #
11/6/2019	4621

Bill To
Bonnett Creek CDD 9145 Narcoossee Rd. Ste. A206 Orlando, FL 32827

P.O. No.	Terms	Project
	Net 30	Bonnett Creek

Quantity	Description	Rate	Amount
	<p>Removed 3 square sections of asphalt in 3 locations and replaced with new asphalt. Removed 2 squares of asphalt at 2 locations West of Wyndham on the North side of roadway and one on the South side before you get to Wyndham Resort. Cleaned and prepped roadway before applying road topping where turn arrow was located. Materials and labor included.</p> <p style="text-align: center;">1.84 320.538 480.</p> <p>Approved By:  Code: <u>Roadway Repair & Maint</u> Date: <u>11/16/19</u></p>	430.00	430.00

RECEIVED
NOV 06 2019

Total \$430.00

Phone #
407-933-8791

E-mail
services@berrycfl.com

Berry Construction of Central Florida, Inc.

4421 Reaves Road
Kissimmee, FL 34746

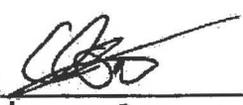
Invoice

Date	Invoice #
11/10/2019	4623

Bill To
Bonnett Creek CDD 9145 Narcoossee Rd. Ste. A206 Orlando, FL 32827

P.O. No.	Terms	Project
	Net 30	Bonnett Creek

Quantity	Description	Rate	Amount
	Cut and replaced asphalt in potholes at 5 locations along Chelonia Parkway, Bonnett Creek Resort. Materials, equipment and labor included.	465.00	465.00

Approved By:  **RECEIVED**
 Code: Roadway Repair + Maint NOV 10 2019
 Date: 11/18/19

Phone #
407-933-8791

E-mail
services@berrycf.com

Total \$465.00



YELLOWSTONE
LANDSCAPE

INVOICE

INVOICE #	INVOICE DATE
ON 53284	9/15/2019
TERMS	PO NUMBER
Net 30	

Bill To:

Bonnet Creek Resort CDD
c/o Governmental Management Services, LLC
9145 Narcoossee Rd,
Suite A206
Orlando, FL 32827

Remit To:

Yellowstone Landscape
PO Box 101017
Atlanta, GA 30392-1017

Property Name: Bonnet Creek Resort CDD

Invoice Due Date: October 15, 2019

Invoice Amount: \$19,419.00

Description	Current Amount
Weekly Maintenance September 2019	\$19,419.00

1-50
320 538 473

Invoice Total \$19,419.00

IN COMMERCIAL LANDSCAPING

Landscape & Irr Maint

RECEIVED

OCT 31 2019

Should you have any questions or inquiries please call (386) 437-6211.

Yellowstone Landscape | Post Office Box 849 | Bunnell FL 32110 | Tel 386.437.6211 | Fax 386.437.1286



YELLOWSTONE
LANDSCAPE

INVOICE

INVOICE #	INVOICE DATE
ON 65961	10/31/2019
TERMS	PO NUMBER
Net 30	

Bill To:

Bonnet Creek Resort CDD
c/o Governmental Management Services, LLC
9145 Narcoossee Rd,
Suite A206
Orlando, FL 32827

Remit To:

Yellowstone Landscape
PO Box 101017
Atlanta, GA 30392-1017

Property Name: Bonnet Creek Resort CDD

Invoice Due Date: November 30, 2019

Invoice Amount: \$3,176.25

Description	Current Amount
Plant Replacement Bonnet Creek CDD Tree & Plant Installation	\$3,176.25

Invoice Total **\$3,176.25**

IN COMMERCIAL LANDSCAPING

Approved By:

Code: Landscape Replacement

Date: 11/15/19

RECEIVED

NOV 11 2019

Should you have any questions or inquiries please call (386) 437-6211.

Yellowstone Landscape | Post Office Box 849 | Bunnell FL 32110 | Tel 386.437.6211 | Fax 386.437.1286



YELLOWSTONE LANDSCAPE

INVOICE

INVOICE #	INVOICE DATE
ON 63714	11/1/2019
TERMS	PO NUMBER
Net 30	

Bill To:

Bonnet Creek Resort CDD
 c/o Governmental Management Services, LLC
 9145 Narcoossee Rd,
 Suite A206
 Orlando, FL 32827

Remit To:

Yellowstone Landscape
 PO Box 101017
 Atlanta, GA 30392-1017

Property Name: Bonnet Creek Resort CDD

Invoice Due Date: December 1, 2019

Invoice Amount: \$19,419.00

Description	Current Amount
Weekly Maintenance November 2019	\$19,419.00

Invoice Total **\$19,419.00**

1.50
 320.530.473

IN COMMERCIAL LANDSCAPING

Approved By: 
 Code: Landscape & Irr main
 Date: 11/18/19

RECEIVED

NOV 05 2019

Should you have any questions or inquiries please call (386) 437-6211.

Yellowstone Landscape | Post Office Box 849 | Bunnell FL 32110 | Tel 386.437.6211 | Fax 386.437.1286



AMTEC

American Municipal Tax-Exempt Compliance

90 Avon Meadow Lane
Avon, CT 06001
(T) 860-321-7521
(F) 860-321-7581

www.amteccorp.com

Client: Bonnet Creek Resort Community Development District
c/o Ms. Katie Costa
Governmental Management Services-CF, LLC
1412S Narcoossee Road
St. Cloud, FL 34771

Invoice No. 6151-11-19

Date: November 15, 2019

For Professional Services:

Issue	Service	Fee
\$25,605,000 Bonnet Creek Resort Community Development District, (Orange County, Florida), Special Assessment Refunding Bonds, Series 2016 -- (\$450 per bond year * 3 Bond Years)	Rebate Report & Opinion	\$1,350
	Total	\$1,350

1.94
310,513.321

Please remit the total due to AMTEC (Tax ID: 06-1308917):

ACH/Wiring Instructions : Webster Bank
ABA Routing Number : 211170101
AMTEC Account Number : 0011225771

Please notify AMTEC at info@amteccorp.com upon completing the transaction.

Should a check payment be sent:

AMTEC
90 Avon Meadow Lane
Avon, CT 06001

RECEIVED

NOV 15 2019

Donald W McIntosh Associates Inc.
 2200 Park Avenue North
 Winter Park, FL 32789-2355
 (407) 644-4068

Bonnet Creek Resort CDD
 Attn: George Flint
 9145 Narcoossee Road, Suite A206
 Orlando, FL 32827

Invoice number 37225
 Date 11/15/2019

Project 22234 Bonnet Creek Resort CDD
 General Consulting

For Period Through November 01, 2019

Invoice Summary

Description		Current Billed
CDD general consulting		818.75
CDD inspections	1-16	0.00
CDD miscellaneous meetings	31-51	0.00
CDD intersection improvements	01-320.538.485	600.00
CDD irrigation pump upgrade	31-600.538.60104	913.75
Reimbursable Expenses		38.00
Total		2,370.50

Professional Fee Detail

	Hours	Rate	Billed Amount
Principal	6.00	200.00	1,200.00
Sr. Reg. Engineer; Eng. Project Manager	8.50	125.00	1,062.50
Researcher	1.00	70.00	70.00
Professional Fee Detail subtotal			2,332.50

Reimbursable Expenses

	Units	Rate	Billed Amount
Mileage	76.00	0.50	38.00

Invoice total **2,370.50**

RECEIVED

NOV 18 2019

Invoice Supporting Detail

22234 Bonnet Creek Resort CDD General Consulting
000 CDD general consulting

Phase Status: Active

Billing Cutoff: 11/01/2019

Labor

WIP Status: Billable

Principal

John M. Florio

Time Per Contract

10/14/2019

1.00

200.00

200.00

discuss CDD Storm Surety

Time Per Contract

10/28/2019

1.00

200.00

200.00

Discuss Hilton with Staff

Time Per Contract

11/01/2019

1.00

200.00

200.00

Discuss CDD Agenda w/Staff

Subtotal

3.00

600.00

Sr. Reg. Engineer; Eng. Project Manager

James C. Nugent

Time Per Contract

10/07/2019

0.50

125.00

62.50

Misc coordination with Boyd Eng and contractor on JW Marriott reclaimed meter

Time Per Contract

10/08/2019

1.00

125.00

125.00

Coordination calls and emails with contractor on JW Marriott reclaimed meter install and power supply, pressure recoding schedule/setup, telcons with Jim Boyd on same

Time Per Contract

10/28/2019

0.25

125.00

31.25

Follow up with Clayton Smith at GMA on no parking/towing option at JW Marriott construction site

Subtotal

1.75

218.75

Labor total

4.75

818.75

001 CDD inspections

Phase Status: Active

Billing Cutoff: 11/01/2019

WIP Status:

Date

Units

Rate

Amount

Subtotal

0.00

total

0.00

002 CDD miscellaneous meetings

Phase Status: Active

Billing Cutoff: 11/01/2019

WIP Status:

Date

Units

Rate

Amount

Subtotal

0.00

total

0.00

Invoice Supporting Detail

**22234 Bonnet Creek Resort CDD General Consulting
 005 CDD intersection improvements**

Phase Status: Active

Billing Cutoff: 11/01/2019

Labor

WIP Status: Billable

Principal

John M. Florio

Time Per Contract 10/11/2019 1.00 200.00 200.00

prep for RCID meeting

Time Per Contract 10/14/2019 2.00 200.00 400.00

Meeting with RCID

Subtotal 3.00 600.00

Labor total 3.00 600.00

007 CDD irrigation pump upgrade

Phase Status: Active

Billing Cutoff: 11/01/2019

Labor

WIP Status: Billable

Sr. Reg. Engineer; Eng. Project Manager

James C. Nugent

Time Per Contract 10/07/2019 0.50 125.00 62.50

Misc coordination and review on new pump station utility and acces easements

Time Per Contract 10/14/2019 0.50 125.00 62.50

Misc coordination on setup for reclaimed system pressure recording

Time Per Contract 10/15/2019 0.50 125.00 62.50

Misc coordination with GMS on setup of reclaimed system pressure recorder

Time Per Contract 10/17/2019 0.50 125.00 62.50

Coordination with Clayton Smith at GMS and JW Marriot contractor on reclaimed system pressure recorder setup schedule

Time Per Contract 10/21/2019 4.75 125.00 593.75

Site meeting with PCL, GMA and FJ Nugent to set up pressure recorder at JW Marriot and Wyndham reclaimed connections. Observe lift station 2 site conditions at JW Marriot driveway connection

Subtotal 6.75 843.75

Researcher

Barbra M. Demmer

Time Per Contract 10/08/2019 0.50 70.00 35.00

coord contracts

Time Per Contract 10/09/2019 0.50 70.00 35.00

contracts coord

Subtotal 1.00 70.00

Labor total 7.75 913.75

Invoice Supporting Detail

22234 Bonnet Creek Resort CDD General Consulting
999 Reimbursable Expenses

Phase Status: Active

Billing Cutoff: 11/01/2019

Date	Units	Rate	Amount
------	-------	------	--------

Expense WIP Status: Billable

James C. Nugent

Expense Report

Mileage

10/21/2019	76.00	0.50	38.00
Subtotal	76.00		38.00
Expense total	76.00		38.00

LATHAM, LUNA, EDEN & BEAUDINE, LLP
ATTORNEYS AT LAW

111 N. MAGNOLIA AVE, STE 1400
ORLANDO, FLORIDA 32801
POST OFFICE BOX 3353
ORLANDO, FLORIDA 32802
TELEPHONE: (407) 481-5800
FACSIMILE: (407) 481-5801

RECEIVED

NOV 22 2019

November 21, 2019

Bonnet Creek Community Development District
c/o Governmental Management Services
135 West Central Boulevard, Suite 320
Orlando, FL 32801

INVOICE

1.28
310,513.315

Matter ID: 2131-001
General

Invoice # 88442
Federal ID # 59-3366512

For Professional Services Rendered:

10/03/2019	JAC	Prepare for and attend Board of Supervisor's Meeting	2.80 hr	\$826.00
10/14/2019	JAC	Attend meeting with J. Florio at RCID to (again) discuss Signage Settlement/Agreement; telephone call with J. Florio regarding meeting preparation and stormwater issues	2.60 hr	\$767.00
10/24/2019	ACD	Follow up email on irrigation easement	0.10 hr	\$20.50
10/25/2019	ACD	Follow up with Hilton counsel on irrigation easement	0.90 hr	\$184.50
10/28/2019	ACD	Review proposed agenda and minutes; prepare for upcoming meeting	0.40 hr	\$82.00
10/31/2019	JAC	Emails from District Engineer regarding construction work that could impact CDD stormwater system; related work.	0.80 hr	\$236.00
Total Professional Services:				\$2,116.00

For Disbursements Incurred:

10/11/2019		Check # 46580 ANDREW D'ADESKY; Disbursement for Travel to Board Meeting (Wyndham) on 09.05.19/2131-001/ACD		\$22.16
Total Disbursements Incurred:				\$22.16

November 21, 2019

Matter ID: 2131-001

Invoice # 88442

Federal ID # 59-3366512

INVOICE SUMMARY

For Professional Services:	7.60 Hours	\$2,116.00
For Disbursements Incurred:		\$22.16
New Charges this Invoice:		<u>\$2,138.16</u>

Previous Balance:		\$2,932.58
Less Payment and Credits Received:		<u>\$2,932.58</u>
Outstanding Balance:		\$0.00
Plus New Charges this Invoice:		<u>\$2,138.16</u>
Total Due:		<u>\$2,138.16</u>

Billed Through: October 31, 2019



INVOICE

Voice: (888) 480-5253 Fax: (888) 358-0088

Invoice Number: PI-A00318667
 Invoice Date: 11/01/19

PROPERTY: Bonnett Creek
 CDD

SOLD TO: Bonnett Creek CDD
 Governmental Management Services
 135 West Central Boulevard
 Suite 320
 Orlando, FL 32801
 United States

CUSTOMER ID	CUSTOMER PO	Payment Terms	
5006	ORLHHB5082		
Sales Rep ID	Shipment Method	Ship Date	Due Date
Bethany Thompson			11/01/19

Qty	Item / Description	UOM	Unit Price	Extension
1	Lake & Pond Management Services SVR12519 11/01/19 - 11/30/19 Lake & Pond Management Services		215.00	215.00

1.56
 320.538 .44150

PLEASE REMIT PAYMENT TO:

1320 Brookwood Drive, Suite H
 Little Rock, AR 72202

Subtotal	215.00
Sales Tax	0.00
Total Invoice	215.00
Payment Received	0.00
TOTAL	215.00

From: Clayton Smith csmith@gmscfl.com
Subject: Bonnet Creek Approved Invoices
Date: November 18, 2019 at 11:26 AM
To: Megan Byington mbyington@gmscfl.com, Katie Costa kcosta@gmscfl.com



Good morning,

Please see attached approvals for Bonnet Creek. Thank you.

--
Clayton Smith
 Field Manager
 Governmental Management Services
 407-201-1514
Csmith@gmscfl.com



BCR
 APPRO...19.pdf



Voice: (588) 480-5253 Fax: (585) 358-0028

INVOICE

Invoice Number: PI-A00318667
Invoice Date: 11/01/19
PROPERTY: Bonnet Creek CDD

SOLD TO: Bonnet Creek CDD
 Governmental Management Services
 135 West Central Boulevard
 Suite 320
 Orlando, FL 32801
 United States

CUSTOMER ID	CUSTOMER PO	Payment Terms	
5006	ORLHB5082		
Subs. Ref. ID	Shipment Method	Ship Date	Due Date
Bethany Thompson			11/01/19

Qty	Item / Description	UOM	Unit Price	Extension
1	Lake & Pond Management Services SVR12519 11/01/19 - 11/30/19 Lake & Pond Management Services		215.00	215.00

Bonnet Creek Resort
Community Development District

9145 Narcoossee Road, Suite A206, Orlando, FL 32827
Phone: 407-841-5524 – Fax: 407-839-1526

**Operation and Maintenance Expenditures
For Board Approval
December 31, 2019**

Attached please find the check register listing the Operation and Maintenance expenditures paid from December 1, 2019 through December 31, 2019. This does not include expenditures previously approved by the Board.

The total items being presented: **\$10,698.27**

Approval of Expenditures:

_____ Chairman

_____ Vice Chairman

_____ Assistant Secretary

Bonnet Creek Resort Community Development District

Paid Operation & Maintenance Expenses
December 1, 2019 Through December 31, 2019

Vendor Name	Check Number	Invoice Number	Invoice Description	Amount
GOVERNMENTAL MANAGEMENT SERVICES	3544	177	MANAGEMENT FEES-DEC19	\$ 2,662.92
GOVERNMENTAL MANAGEMENT SERVICES	3544	178	FIELD MANAGEMENT-DEC19	\$ 5,585.83
GOVERNMENTAL MANAGEMENT SERVICES	3544	179	OFFICE SUPPLIES	\$ 22.98
GOVERNMENTAL MANAGEMENT SERVICES	3544	179	POSTAGE	\$ 149.59
GOVERNMENTAL MANAGEMENT SERVICES	3544	179	COPIES	\$ 129.45
HERBERT VON KLUGE	3545	HK120519	SUPERVISOR FEES 12/05/19	\$ 200.00
LATHAM, LUNA, EDEN & BEAUDINE LLP	3546	88838	AUDIT / CONFER / REVIEW / EASE	\$ 1,547.50
ROBERT GAUL	3547	BG120519	SUPERVISOR FEES 12/05/19	\$ 200.00
RANDALL GREENE	3548	RG120519	SUPERVISOR FEES 12/05/19	\$ 200.00
Subtotal Check Register				\$ 10,698.27
Automatic Drafts				
Orange County Utilities	Auto-Pay	855665881	Utilities - Dec 2019	\$ 1,717.59
Progress Energy Florida	Auto-Pay	01095-15415OCT19	Utilities - Dec 2019	\$ 14.87
Progress Energy Florida	Auto-Pay	09248-56128OCT19	Utilities - Dec 2019	\$ 13.11
Progress Energy Florida	Auto-Pay	12137-03159OCT19	Utilities - Dec 2019	\$ 40.08
Progress Energy Florida	Auto-Pay	31728-64366OCT19	Utilities - Dec 2019	\$ 5,652.08
Progress Energy Florida	Auto-Pay	41141-83054OCT19	Utilities - Dec 2019	\$ 79.79
Progress Energy Florida	Auto-Pay	48878-59425OCT19	Utilities - Dec 2019	\$ 30.50
Progress Energy Florida	Auto-Pay	55839-73134OCT19	Utilities - Dec 2019	\$ 1,098.51
Progress Energy Florida	Auto-Pay	56243-83594OCT19	Utilities - Dec 2019	\$ 14.25
Progress Energy Florida	Auto-Pay	65496-08288OCT19	Utilities - Dec 2019	\$ 39.09
Subtotal Automatic Drafts				\$ 8,699.87
Report Total				\$ 19,398.14

*** CHECK DATES 12/01/2019 - 12/31/2019 ***

BONNET CREEK-GENERAL FUND
BANK A BCRCD- GENERAL FUND

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
12/10/19	00001	12/01/19 177	201912 310-51300-34000		MANAGEMENT FEES-DEC19	*	2,662.92		
12/01/19		178	201912 320-53800-34000		FIELD MANAGEMENT-DEC19	*	5,585.83		
12/09/19		179	201912 310-51300-51000		OFFICE SUPPLIES	*	22.98		
12/09/19		179	201912 310-51300-42000		POSTAGE	*	149.59		
12/09/19		179	201912 310-51300-42500		COPIES	*	129.45		

GOVERNMENTAL MANAGEMENT SERVICES-								8,550.77	003544
12/12/19	00093	12/05/19 HK120519	201912 310-51300-11000		SUPERVISOR FEES 12/05/19	*	200.00		

HERBERT VON KLUGE								200.00	003545
12/12/19	00028	12/07/19 88838	201911 310-51300-31500		AUDIT/CONFER/REVIEW/EASE	*	1,547.50		

LATHAM, LUNA, EDEN & BEAUDINE LLP								1,547.50	003546
12/12/19	00073	12/05/19 BG120519	201912 310-51300-11000		SUPERVISOR FEES 12/05/19	*	200.00		

ROBERT GAUL								200.00	003547
12/12/19	00077	12/05/19 RG120519	201912 310-51300-11000		SUPERVISOR FEES 12/05/19	*	200.00		

RANDALL GREENE								200.00	003548

TOTAL FOR BANK A								10,698.27	
TOTAL FOR REGISTER								10,698.27	

GMS-Central Florida, LLC
1001 Bradford Way
Kingston, TN 37763

Invoice

Invoice #: 177
Invoice Date: 12/1/19
Due Date: 12/1/19
Case:
P.O. Number:

Bill To:
Bonnet Creek Resort CDD
219 E. Livingston St.
Orlando, FL 32801

RECEIVED

1
DEC 06 2019
1-21-20-54

Description	Hours/Qty	Rate	Amount
Management Fees - December 2019		2,662.92	2,662.92
Total			\$2,662.92
Payments/Credits			\$0.00
Balance Due			\$2,662.92

GMS-Central Florida, LLC
1001 Bradford Way
Kingston, TN 37763

Invoice

Invoice #: 178
Invoice Date: 12/1/19
Due Date: 12/1/19
Case:
P.O. Number:

RECEIVED

DEC 06 2019

Bill To:
Bonnet Creek Resort CDD
219 E. Livingston St.
Orlando, FL 32801

BY: _____

Description	Hours/Qty	Rate	Amount
Field Management - December 2019	1 1-30-19	5,585.83	5,585.83

Total \$5,585.83

Payments/Credits \$0.00

Balance Due \$5,585.83

GMS-Central Florida, LLC
1001 Bradford Way
Kingston, TN 37763

Invoice

Invoice #: 179
Invoice Date: 12/9/19
Due Date: 12/9/19
Case:
P.O. Number:

Bill To:
Bonnet Creek Resort CDD
219 E. Livingston St.
Orlando, FL 32801

RECEIVED

DEC 09 2019

BY: _____

12/13

Description	Hours/Qty	Rate	Amount
Office Supplies 5/		22.98	22.98
Postage 4/2		149.59	149.59
Copies (129)		129.45	129.45
Total			\$302.02
Payments/Credits			\$0.00
Balance Due			\$302.02

Attendance Confirmation
for
BOARD OF SUPERVISORS

District Name: Bonnet Creek Resort CDD

Board Meeting Date: December 5, 2019

	<i>Name</i>	<i>In Attendance Please ✓</i>	<i>Fee Involved Yes / No</i>
1	Glen Winsor	✓	Yes (\$200)
2	Bob Gaul	✓	Yes (\$200)
3	Ruth Perry		Yes (\$200)
4	Herb Von Kluge	✓	Yes (\$200)
5	Randall Greene	✓	Yes (\$200)

The supervisors present at the above referenced meeting should be compensated accordingly.

Approved for Payment:


District Manager Signature

12/5/19
Date

****RETURN SIGNED DOCUMENT TO Ariel Lovera****

RECEIVED

DEC 06 2019

LATHAM, LUNA, EDEN & BEAUDINE, LLP
ATTORNEYS AT LAW

111 N. MAGNOLIA AVE, STE 1400
ORLANDO, FLORIDA 32801
POST OFFICE BOX 3353
ORLANDO, FLORIDA 32802
TELEPHONE: (407) 481-5800
FACSIMILE: (407) 481-5801

December 07, 2019

Bonnet Creek Community Development District
c/o Governmental Management Services
135 West Central Boulevard, Suite 320
Orlando, FL 32801

1.28.
310 513.315.

INVOICE

RECEIVED

Matter ID: 2131-001
General

DEC 09 2019

Invoice # 88838
Federal ID # 59-3366512

For Professional Services Rendered:

11/01/2019	JAC	Emails with District Manager and District Engineer regarding Hilton construction and agreement issues	0.60 hr	\$177.00
11/06/2019	JAC	Completed Audit Response Letter for CPA	0.20 hr	\$59.00
11/08/2019	jka	Review Auditor request letter; prepare email to attorneys and check response	0.30 hr	\$27.00
11/07/2019	JAC	Prep A. d'Adesky for meeting; work on issues regarding Hilton construction plan; multiple emails from District Engineer	0.90 hr	\$265.50
11/07/2019	ACD	Prepare for and attend CDD board meeting; follow up on action items	3.20 hr	\$656.00
11/08/2019	ACD	Revise, review and transmit Watertronics irrigation contract	1.10 hr	\$225.50
11/12/2019	JAC	Emails from District Engineer regarding Smart City easement request	0.20 hr	\$59.00
11/14/2019	ACD	Review proposed agenda issue; proposed item regarding stormwater impacts	0.20 hr	\$41.00
11/15/2019	jms	Prepare and email Board Member Packet for new member	0.50 hr	\$37.50
Total Professional Services:				\$1,547.50

INVOICE SUMMARY

For Professional Services:	7.20 Hours	\$1,547.50
New Charges this Invoice:		\$1,547.50
Previous Balance:		\$2,138.16
Less Payment and Credits Received:		\$0.00
Outstanding Balance:		\$2,138.16
Plus New Charges this Invoice:		\$1,547.50
Total Due:		\$3,685.66

Billed Through: November 30, 2019

Attendance Confirmation
for
BOARD OF SUPERVISORS

District Name: Bonnet Creek Resort CDD.

Board Meeting Date: December 5, 2019

	<i>Name</i>	<i>In Attendance Please ✓</i>	<i>Fee Involved Yes / No</i>
1	Glen Winsor	✓	Yes (\$200)
2	Bob Gaul	✓	Yes (\$200)
3	Ruth Perry		Yes (\$200)
4	Herb Von Kluge	✓	Yes (\$200)
5	Randall Greene	✓	Yes (\$200)

The supervisors present at the above referenced meeting should be compensated accordingly.

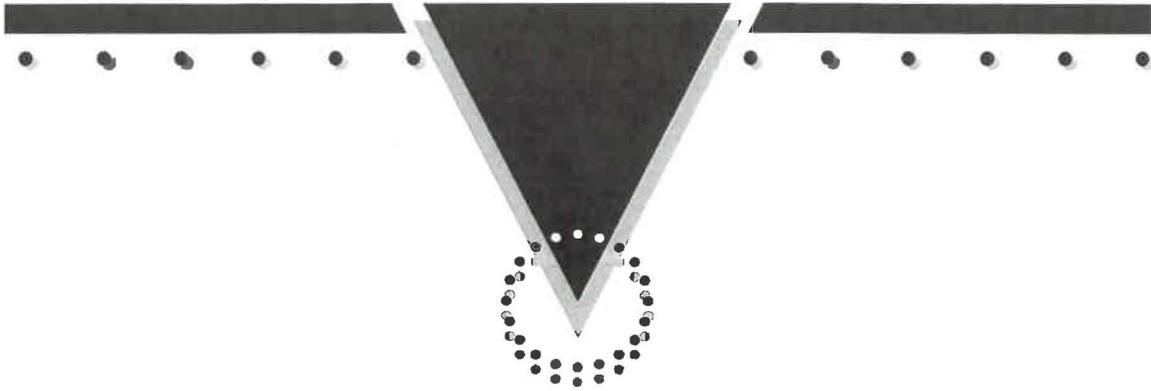
Approved for Payment:


District Manager Signature

12/5/19
Date

****RETURN SIGNED DOCUMENT TO Ariel Lovera****

SECTION 2



Bonnet Creek Resort Community Development District

Unaudited Financial Reporting
December 31, 2019



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4	<u>Debt Service Fund</u>
5	<u>Capital Projects Fund</u>
6-7	<u>Month to Month</u>
8	<u>Long-Term Debt</u>
9	<u>Assessment Receipt Schedule</u>

**BONNET CREEK RESORT
COMMUNITY DEVELOPMENT DISTRICT**

**COMBINED BALANCE SHEET
December 31, 2019**

	<u>GENERAL</u>	<u>DEBT SERVICE</u>	<u>CAPITAL PROJECTS</u>	<u>TOTALS</u>
Assets				
Operating Account - Wells Fargo	\$ 373,073	\$ -	\$ -	\$ 373,073
Checking - Centennial Bank	2,510	-	-	2,510
Accounts Receivable	6,160	-	-	6,160
Investment - SBA Fund A	17,503	-	-	17,503
Investment - Suntrust	46,456	-	-	46,456
Investment - Regions	33,885	-	-	33,885
Investment - Capital Reserves	-	-	173,381	173,381
Investment - SBA Fund Reserve Series 2016	-	-	824,727	824,727
Revenue Fund	-	22,001	-	22,001
Reserve Fund	-	1,038,713	-	1,038,713
Due From General Fund	-	-	-	-
Total Assets	<u>\$ 479,586</u>	<u>\$ 1,060,713</u>	<u>\$ 998,108</u>	<u>\$ 2,538,407</u>
Liabilities & Fund Balances				
Liabilities				
Accounts Payable	\$ 26,931	\$ -	\$ 33,796	\$ 60,726
Total Liabilities	<u>\$ 26,931</u>	<u>\$ -</u>	<u>\$ 33,796</u>	<u>\$ 60,726</u>
Fund Balances				
Restricted for Debt Service	\$ -	\$ 1,060,713	\$ -	\$ 1,060,713
Assigned for Capital Projects	-	-	964,312	964,312
Unassigned	452,656	-	-	452,656
Total Fund Balances	<u>\$ 452,656</u>	<u>\$ 1,060,713</u>	<u>\$ 964,312</u>	<u>\$ 2,477,681</u>
Total Liabilities & Fund Balances	<u>\$ 479,586</u>	<u>\$ 1,060,713</u>	<u>\$ 998,108</u>	<u>\$ 2,538,407</u>

**BONNET CREEK RESORT
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND**

STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE
For The Period Ending December 31, 2019

	Adopted Budget	Prorated Budget Thru 12/31/19	Actual Thru 12/31/19	Variance
Revenues:				
Maintenance Assessments - Direct Billed	\$ 858,876	\$ 214,719	\$ 214,719	\$ -
Interest	150	38	92	55
Reuse Water Fees - Wyndham	8,000	2,000	1,780	(220)
Reuse Water Fees - Golf Course	27,000	6,750	3,330	(3,420)
Reuse Water Fees - Hilton	4,000	1,000	880	(120)
Reuse Water Fees - Marriott	-	-	169	169
Total Revenues	\$ 898,026	\$ 224,507	\$ 220,971	\$ (3,536)
Expenditures:				
Administrative				
Supervisor Fees	\$ 6,000	\$ 1,500	\$ 2,600	\$ (1,100)
Engineering Fees	20,000	5,000	2,624	2,377
Trustee Fees	6,000	-	-	-
Legal Services	20,000	5,000	3,686	1,314
Assessment Roll	3,000	3,000	3,000	-
Auditing Services	3,500	-	-	-
Arbitrage Rebate Calculation	650	650	1,350	(700)
District Management Fees	31,955	7,989	7,989	(0)
Information Technology	1,200	-	-	-
Insurance - Professional Liability	7,050	7,050	6,584	466
Telephone	100	25	47	(22)
Legal Advertising	2,900	725	-	725
Postage	2,500	625	574	51
Printing & Binding	1,800	450	209	241
Office Supplies	300	75	70	5
Bank Fees	405	101	5	96
Dues, Licenses, Subscriptions	175	175	175	-
Total Administrative	\$ 107,535	\$ 32,365	\$ 28,912	\$ 3,453

**BONNET CREEK RESORT
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND**

STATEMENT OF REVENUES & EXPENDITURES
For The Period Ending December 31, 2019

	Adopted Budget	Prorated Budget Thru 12/31/19	Actual Thru 12/31/19	Variance
Operations and Maintenance				
Field Management	\$ 67,030	\$ 16,758	\$ 16,757	\$ 0
Utility Services				
Utility Services	14,000	3,500	3,361	139
Street Lights - Usage	3,900	975	856	119
Street Lights - Lease & Maintenance Agreement	66,000	16,500	16,100	400
Water Service - Reuse Water	43,000	10,750	9,110	1,640
SFWMD Water Use Compliance Report	5,000	1,250	-	1,250
Stormwater Control - Bonnet Creek Resort				
OC/DEP Quarterly Well Monitoring Report	1,500	375	364	11
Wetland & Upland Monitoring Services - (BDA)	3,000	750	-	750
Pond & Embankment Aquatic Treatment - (AWC)	15,396	3,849	3,388	461
Irrigation Pond Treatment - Solitude	2,580	645	430	215
Nuisance/Exotic Species Maintenance - (AWC)	11,000	2,750	-	2,750
Stormwater Control - Crosby Island Marsh				
Nuisance/Exotic Species Maintenance - (AWC)	7,500	1,875	-	1,875
Nuisance/Exotic Species Maintenance - (BDA)	4,500	1,125	-	1,125
Embankment Mowing - (A. E. Smith)	6,000	1,500	-	1,500
Other Physical Environment				
Property Casualty Insurance	6,300	6,300	5,857	443
Entry, Fence, Walls & Gates Maintenance	20,000	5,000	-	5,000
Pump Station Maintenance	2,500	625	-	625
Pump Station Repairs	7,500	1,875	2,600	(725)
Master FlowGuard Controller Maint and Repair - (Hoover Pumping)	4,500	1,125	-	1,125
Master FlowGuard Remote Stations R&M - (Hoover Pumping)	9,000	2,250	-	2,250
Landscape & Irrigation Maintenance	233,028	58,257	58,257	-
Irrigation Repairs	1,500	375	253	123
Landscape Replacement	15,000	3,750	4,946	(1,196)
Lift Station Maintenance	2,500	625	-	625
Road & Street Facilities				
Roadway Repair & Maintenance	8,500	2,125	895	1,230
Highway Directional Signage - (R&M)	10,000	2,500	-	2,500
Roadway Directory Signage - (R&M)	5,500	1,375	-	1,375
Sidewalk/Curb Cleaning	12,000	3,000	-	3,000
Intersection Improvements	25,000	6,250	835	5,415
Contingency	20,000	5,000	7,102	(2,102)
Transfer Out-Capital Reserve	157,257	-	-	-
Total Operations and Maintenance	\$ 790,491	\$ 163,034	\$ 131,112	\$ 31,921
Total Expenditures	\$ 898,026		\$ 160,024	
Excess Revenues (Expenditures)	\$ -		\$ 60,947	
Fund Balance - Beginning	\$ -		\$ 391,709	
Fund Balance - Ending	\$ -		\$ 452,656	

**BONNET CREEK RESORT
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE SERIES 2016**

STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE
For The Period Ending December 31, 2019

	Adopted Budget	Prorated Budget Thru 12/31/19	Actual Thru 12/31/19	Variance
Revenues:				
Assessments - Direct Billed	\$ 2,075,168	\$ 509,288	\$ 509,288	\$ -
Interest	6,000	1,500	4,598	3,098
Total Revenues	\$ 2,081,168	\$ 510,788	\$ 513,886	\$ 3,098
Series 2016 Expenditures:				
Interest - 11/1	\$ 509,288	\$ 509,288	\$ 509,288	\$ -
Principal - 5/1	509,288	-	-	-
Interest - 5/1	1,080,000	-	-	-
Total Expenditures	\$ 2,098,575	\$ 509,288	\$ 509,288	\$ -
Excess Revenues (Expenditures)	\$ (17,407)		\$ 4,599	
Fund Balance - Beginning	\$ 17,407		\$ 1,056,115	
Fund Balance - Ending	\$ -		\$ 1,060,713	

**BONNET CREEK RESORT
COMMUNITY DEVELOPMENT DISTRICT
CAPITAL PROJECTS**

STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE
For The Period Ending December 31, 2019

	Amended Budget	Prorated Budget Thru 12/31/19	Actual Thru 12/31/19	Variance
Revenues:				
Transfer In - Capital Projects	\$ 157,257	\$ -	\$ -	\$ -
Interest	50	13	3,999	3,987
Total Revenues	\$ 157,307	\$ 13	\$ 3,999	\$ 3,987
Expenditures:				
Sidewalk/Curb Repairs	\$ 15,000	\$ 3,750	\$ -	\$ 3,750
Irrigation Improvements	-	-	45,098	(45,098)
Pump Station Replacement	1,200,000	300,000	22,620	277,380
Total Expenditures	\$ 1,215,000	\$ 303,750	\$ 67,718	\$ 236,032
Excess Revenues (Expenditures)	\$ (1,057,693)		\$ (63,719)	
Fund Balance - Beginning	\$ 970,972		\$ 1,028,031	
Fund Balance - Ending	\$ (86,720)		\$ 964,312	

**BONNET CREEK RESORT
COMMUNITY DEVELOPMENT DISTRICT**

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Revenues:													
Maintenance Assessments-Off Roll	\$ 140,166	\$ 74,553	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 214,719
Interest Income	33	29	31	-	-	-	-	-	-	-	-	-	92
Reuse Water Fees - Wyndham	719	594	467	-	-	-	-	-	-	-	-	-	1,780
Reuse Water Fees - Golf Course	1,258	1,880	193	-	-	-	-	-	-	-	-	-	3,330
Reuse Water Fees - Hilton	351	312	217	-	-	-	-	-	-	-	-	-	880
Reuse Water Fees - Marriott	-	77	92	-	-	-	-	-	-	-	-	-	169
Total Revenues	\$ 142,526	\$ 77,445	\$ 1,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 220,971
Expenditures:													
Administrative													
Supervisor Fees	\$ 800	\$ 1,000	\$ 800	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,600
Engineering Fees	857	1,767	-	-	-	-	-	-	-	-	-	-	2,624
Trustee Fees	-	-	-	-	-	-	-	-	-	-	-	-	-
Legal Services	2,138	1,548	-	-	-	-	-	-	-	-	-	-	3,686
Assessment Roll	3,000	-	-	-	-	-	-	-	-	-	-	-	3,000
Auditing Services	-	-	-	-	-	-	-	-	-	-	-	-	-
Arbitrage Rebate Calculation	-	1,350	-	-	-	-	-	-	-	-	-	-	1,350
District Management Fees	2,663	2,663	2,663	-	-	-	-	-	-	-	-	-	7,989
Information Technology	-	-	-	-	-	-	-	-	-	-	-	-	-
Insurance - Professional Liability	6,584	-	-	-	-	-	-	-	-	-	-	-	6,584
Telephone	15	32	-	-	-	-	-	-	-	-	-	-	47
Legal Advertising	-	-	-	-	-	-	-	-	-	-	-	-	-
Postage	245	179	150	-	-	-	-	-	-	-	-	-	574
Printing & Binding	77	2	129	-	-	-	-	-	-	-	-	-	209
Office Supplies	24	23	23	-	-	-	-	-	-	-	-	-	70
Bank Fees	-	-	5	-	-	-	-	-	-	-	-	-	5
Dues, Licenses, Subscriptions	175	-	-	-	-	-	-	-	-	-	-	-	175
Total Administrative	\$ 16,578	\$ 8,564	\$ 3,770	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 28,912

**BONNET CREEK RESORT
COMMUNITY DEVELOPMENT DISTRICT**

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Operation and Maintenance													
Field Management	\$ 5,586	\$ 5,586	\$ 5,586	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 16,757
Utility Services													
Utility Services	1,330	1,058	973	-	-	-	-	-	-	-	-	-	3,361
Street Lights - Usage	286	285	285	-	-	-	-	-	-	-	-	-	856
Street Lights - Lease & Maintenance Agreement	5,366	5,367	5,367	-	-	-	-	-	-	-	-	-	16,100
Water Service - Reuse Water	7,393	-	1,718	-	-	-	-	-	-	-	-	-	9,110
Stormwater Control - Bonnet Creek Resort													
OC/DEP Quarterly Well Monitoring Report	-	-	364	-	-	-	-	-	-	-	-	-	364
Wetland & Upland Monitoring Services - (BDA)	-	-	-	-	-	-	-	-	-	-	-	-	-
Pond & Embankment Aquatic Treatment - (AWC)	1,694	-	1,694	-	-	-	-	-	-	-	-	-	3,388
Irrigation Pond Treatment - Sollitude	215	215	-	-	-	-	-	-	-	-	-	-	430
Nuisance/Exotic Species Maintenance - (AWC)	-	-	-	-	-	-	-	-	-	-	-	-	-
Stormwater Control - Crosby Island Marsh													
Nuisance/Exotic Species Maintenance - (AWC)	-	-	-	-	-	-	-	-	-	-	-	-	-
Nuisance/Exotic Species Maintenance - (BDA)	-	-	-	-	-	-	-	-	-	-	-	-	-
Embankment Mowing - (A. E. Smith)	-	-	-	-	-	-	-	-	-	-	-	-	-
Other Physical Environment													
Property Casualty Insurance	5,857	-	-	-	-	-	-	-	-	-	-	-	5,857
Entry, Fence, Walls & Gates Maintenance	-	-	-	-	-	-	-	-	-	-	-	-	-
Pump Station Maintenance	-	-	-	-	-	-	-	-	-	-	-	-	-
Pump Station Repairs	1,771	829	-	-	-	-	-	-	-	-	-	-	2,600
Master FlowGuard Controller Maint and Repair - (Hoover Pumping)	-	-	-	-	-	-	-	-	-	-	-	-	-
Master FlowGuard Remote Stations R&M - (Hoover Pumping)	-	-	-	-	-	-	-	-	-	-	-	-	-
Landscape & Irrigation Maintenance	19,419	19,419	19,419	-	-	-	-	-	-	-	-	-	58,257
Irrigation Repairs	-	-	253	-	-	-	-	-	-	-	-	-	253
Landscape Replacement	3,176	500	1,270	-	-	-	-	-	-	-	-	-	4,946
Lift Station Maintenance	-	-	-	-	-	-	-	-	-	-	-	-	-
Road & Street Facilities													
Roadway Repair & Maintenance	-	895	-	-	-	-	-	-	-	-	-	-	895
Highway Directional Signage - (R&M)	-	-	-	-	-	-	-	-	-	-	-	-	-
Roadway Directory Signage - (R&M)	-	-	-	-	-	-	-	-	-	-	-	-	-
Sidewalk/Curb Cleaning	-	-	-	-	-	-	-	-	-	-	-	-	-
Intersection Improvements	600	235	-	-	-	-	-	-	-	-	-	-	835
Contingency	7,102	-	-	-	-	-	-	-	-	-	-	-	7,102
Capital Reserves	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Operations and Maintenance	\$ 59,795	\$ 34,389	\$ 36,928	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 131,112
Total Expenditures	\$ 76,373	\$ 42,953	\$ 40,699	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 160,024
Excess Revenues (Expenditures)	\$ 66,153	\$ 34,492	\$ (39,699)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 60,947

**BONNET CREEK RESORT
COMMUNITY DEVELOPMENT DISTRICT
LONG TERM DEBT REPORT**

SERIES 2016 SPECIAL ASSESSMENT BONDS		
INTEREST RATE:	4.50%	
MATURITY DATE:	5/1/2034	
RESERVE FUND DEFINITION	50% of MADS	
RESERVE FUND REQUIREMENT	\$1,038,713	
RESERVE BALANCE	\$1,038,713	
BONDS OUTSTANDING - 10/31/16		\$25,605,000
LESS: PRINCIPAL PAYMENT 5/1/17		(\$945,000)
LESS: PRINCIPAL PAYMENT 5/1/18		(\$990,000)
LESS: PRINCIPAL PAYMENT 5/1/19		(\$1,035,000)
CURRENT BONDS OUTSTANDING		\$22,635,000

Bonnet Creek Resort
COMMUNITY DEVELOPMENT DISTRICT
OFF ROLL ASSESSMENTS
FISCAL YEAR ENDING SEPTEMBER 30, 2020

Wyndham Vacation Ownership, Inc.

DATE RECEIVED	Check Num	DUE DATE	AMOUNT BILLED	NET AMOUNT RECEIVED	AMOUNT DUE	GENERAL FUND	SERIES 2016
9/17/19	Wire	10/1/19	\$232,548.18	\$232,548.18	\$0.00		\$232,548.18
10/23/19	Wire	10/30/19	\$140,166.45	\$140,166.45	\$0.00	\$140,166.45	
		2/1/20	\$140,166.45		\$140,166.45		
		4/1/20	\$718,038.75		\$718,038.75		
		4/30/20	\$140,166.45		\$140,166.45		
		8/1/20	\$140,166.45		\$140,166.45		
			\$1,511,252.73	\$372,714.63	\$1,138,538.10	\$140,166.45	\$232,548.18

DCS Real Estate Investments V, LLC

DATE RECEIVED	Check Num	DUE DATE	AMOUNT BILLED	NET AMOUNT RECEIVED	AMOUNT DUE	GENERAL FUND	SERIES 2016
9/18/19	1417	10/1/19	\$71,144.06	\$71,144.06	\$0.00		\$71,144.06
11/4/19	1440	10/30/19	\$19,165.82	\$19,165.82	\$0.00	\$19,165.82	
		2/1/20	\$19,165.82		\$19,165.82		
		4/1/20	\$219,671.45		\$219,671.45		
		4/30/20	\$19,165.82		\$19,165.82		
		8/1/20	\$19,165.82		\$19,165.82		
			\$367,478.79	\$90,309.88	\$277,168.91	\$19,165.82	\$71,144.06

G/B/H Golf Course

DATE RECEIVED	Check Num	DUE DATE	AMOUNT BILLED	NET AMOUNT RECEIVED	AMOUNT DUE	GENERAL FUND	SERIES 2016
9/30/19	6000200	10/1/19	\$39,593.03	\$39,593.03	\$0.00		\$39,593.03
11/7/19	6000275	10/30/19	\$10,665.09	\$10,665.09	\$0.00	\$10,665.09	
		2/1/20	\$10,665.09		\$10,665.09		
		4/1/20	\$122,251.35		\$122,251.35		
		4/30/20	\$10,665.09		\$10,665.09		
		8/1/20	\$10,665.09		\$10,665.09		
			\$204,504.74	\$50,258.12	\$154,246.62	\$10,665.09	\$39,593.03

G/B/H Four Star

DATE RECEIVED	Check Num	DUE DATE	AMOUNT BILLED	NET AMOUNT RECEIVED	AMOUNT DUE	GENERAL FUND	SERIES 2016
9/30/19	6000200	10/1/19	\$166,002.73	\$166,002.73	\$0.00		\$166,002.73
11/7/19	6000275	10/30/19	\$44,721.68	\$44,721.68	\$0.00	\$44,721.68	
		2/1/20	\$44,721.68		\$44,721.68		
		4/1/20	\$512,566.45		\$512,566.45		
		4/30/20	\$44,721.68		\$44,721.68		
		8/1/20	\$44,721.68		\$44,721.68		
			\$857,455.90	\$210,724.41	\$646,731.49	\$44,721.68	\$166,002.73

TOTAL						\$214,719.04	\$509,288.00
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SECTION 3

Bonnet Creek Resort CDD

Field Management Report



February 6, 2020

Clayton Smith – Field Services
Manager

GMS

**Bonnet Creek Resort
Community Development District**

Field Management Report

February 6, 2020

**To: George Flint
District Manager**

**From: Clayton Smith
Assistant Field Services Manager**

RE: Bonnet Creek Resort Report – February 6, 2020

The following is a summary of items related to the field operations and management of the Bonnet Creek Resort Community Development District.

Completed

Annual Change



- ✚ A full annual change was carried out.
- ✚ Some additional soil was added to the entrance beds to assist with annual establishment.

Landscape Repair

- ✚ Repair of landscaping damaged by vehicle when Light pole was damage is Completed.



Completed

Lift Station Clearing

- ✚ Construction had caused challenges to lift station access
- ✚ Lift station was cleared of debris.
- ✚ Additional cleaning in progress.



In Process

Light Bulb Replacement



- ✚ All entrance, signage and streetlights inspected.
- ✚ Dim Metal halide bulbs being replaced.
- ✚ Any inoperable or ineffectual lights repaired or reported.

Asphalt Repairs

- ✚ Several areas of deteriorating asphalt were repaired.
- ✚ Additional repairs still to be carried out.
- ✚ Staff to continue to monitor roadway for deficiencies.



Upcoming Projects

Landscape Enhancements



- ✚ Proposed landscape enhancements to areas in need.
- ✚ Enhancement of area with electrical boxes at exit.
- ✚ Enhancement of area across from Wyndham Bonnet Creek.

Bridge Repairs

- ✚ With the conclusion of construction wear and tear on the bridge can be addressed.
- ✚ Top caps need replaced, bridge needs painted, other superficial items addressed.
- ✚ Carry out bridge enhancements.



Upcoming Projects

Curb Pressure Washing

- ✚ Curb and sidewalk pressure washing the previous year improved the overall look of Chelonia.
- ✚ Sidewalks do not need cleaning, however curbs are in need.



Site Mulching



- ✚ Site Mulching to occur in March.

Other

Entrance Enhancements

- ✚ Entry features are in need of some attention.
- ✚ If entry features will be replaced soon, enhancements may not be worth the cost.
- ✚ Entrance features could use some cleaning, more stone, possibly LED light replacement.
- ✚ Supplemental drainage options can be considered.



Conclusion

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

Respectfully,
Clayton Smith