#### Bonnet Creek Resort Community Development District

Agenda

November 3, 2022

### **A**GENDA

#### **Bonnet Creek Resort**

#### Community Development District

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

October 27, 2022

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, November 3, 2022 at 1:30 p.m. at <u>the Wyndham Bonnet Creek, 9560 Via Encinas Orlando, FL 32830.</u> Following is the advance agenda for the meeting:

#### Landowners' Meeting

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

#### **Board of Supervisors meeting**

- 1. Roll Call
- 2. Public Comment Period
- 3. Organizational Matters
  - A. Administration of Oaths of Office to Newly Elected Board Members
  - B. Consideration of Resolution 2023-02 Canvassing and Certifying the Results of the Landowners' Election
  - C. Election of Officers
  - D. Consideration of Resolution 2023-03 Electing Officers
- 4. Approval of Minutes of the October 6, 2022 Board of Supervisors Meetings
- 5. Consideration of Engagement Letter for Fiscal Year 2022 Audit Services
- 6. Sign Construction Update
  - A. Engineer Update on Sign Construction
  - B. Status of Remedial Activities
- 7. Staff Reports
  - A. Attorney
  - B. Engineer

- C. District Manager's Report
  - i. Consideration of Check Register
  - ii. Balance Sheet and Income Statement
- D. Field Manager's Report
  - i. Consideration of Aquatic Services Renewal with Solitude
- 8. Supervisor's Requests
- 9. Other Business
- 10. Adjournment

Sincerely,

#### George Flint

George S. Flint District Manager

Cc: Jan Carpenter, District Counsel James Nugent, District Engineer Darrin Mossing, GMS

## Landowners' Meeting

#### INSTRUCTIONS

At the Board meeting, when the landowner's election is announced, instructions on how landowners may participate in the election, along with a sample proxy, shall be provided.

At a landowners meeting, landowners shall organize by electing a chair who shall conduct the meeting. The chair may be any person present at the meeting. If the chair is a landowner or proxy holder of a landowner, he or she may nominate candidates and make and second motions.

Nominations are made from the floor.

After all nominations are made, a ballot is distributed and votes are cast

Each landowner is entitled to one vote for each acre he owns or portion of an acre.

#### **SAMPLE AGENDA**

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

#### LANDOWNER PROXY LANDOWNERS MEETING - November 3, 2022

#### BONNET CREEK RESORT COMMUNITY DEVELOPMENT DISTRICT ORANGE COUNTY, FLORIDA

NOW ALL MEN BY THESE PRESENTS, that the undersigned, the fee simple owner of the lands described herein, hereby constitutes and appoints:

Proxy Holder			
for and on behalf of the undersigned, to vote as proxy at the <b>Resort Community Development District</b> to be held at the <b>Encinas, Orlando, Florida 32830, on November 3, 20</b> adjournments thereof, according to the number of acres of undersigned landowner which the undersigned would be enquestion, proposition, or resolution or any other matter or including, but not limited to, the election of members of the vote in accordance with their discretion on all matters not kethis proxy, which may legally be considered at said meeting.	he Wyndham Bo 022 at 1:30 PM unplatted land a titled to vote if th thing which may e Board of Super nown or determin	onnet Creek Resor I, and at any contind/or platted lots ow en personally present be considered at savisors. Said Proxy	t, 9560 Via nuances or yned by the it, upon any hid meeting Holder may
Any proxy heretofore given by the undersigned fo to continue in full force and effect from the date hereof untadjournment or adjournments thereof, but may be revoked presented at the annual meeting prior to the Proxy Holder expression.	til the conclusion at any time by w	of the annual meeti ritten notice of such	ing and any revocation
Printed Name of Landowner (or, if applicable, unauthorized representative of Landowne	r)		
Signature of Landowner or Landowner Representative	Date	;	
Parcel Description	<u>Acreage</u>	Authorized V	<u>otes</u> *
[Legal Description on Following Pages]			

#### **Total Number of Authorized Votes:**

\*Pursuant to section 190.006(2)(b), Florida Statutes (2008), a fraction of an acre is treated as one (1) acre entitling the landowner to one vote with respect thereto.

Please note that a particular real property is entitled to only one vote for each eligible acre of land or fraction thereof; two (2) or more persons who own real property in common that is one acre or less are together entitled to one vote for that real property. If the fee simple landowner is not an individual, and is instead a corporation, limited liability company, limited partnership or other entity, evidence that the individual signing on behalf of the entity has the authority to do so should be attached hereto. (e.g., bylaws, corporate resolution, etc.) If more than one parcel, each must be listed or described.

# Board of Supervisors Meeting

### SECTION III

### SECTION B

#### **RESOLUTION 2023-02**

A RESOLUTION CANVASSING AND CERTIFYING THE RESULTS OF THE LANDOWNERS' ELECTION OF THE BONNET CREEK RESORT COMMUNITY DEVELOPMENT DISTRICT HELD PURSUANT TO SECTION 190.006(2), FLORIDA STATUTES

**WHEREAS**, pursuant to Section 190.006(2), Florida Statutes, a landowners' meeting is required to be held within 90 days of the District's creation and every two years following the creation of a Community Development District for the purpose of electing three (3) supervisors for the District; and

**WHEREAS**, following proper notice of once a week for 2 consecutive weeks in a newspaper of general circulation in the area of the District, the last day of such publication to be not fewer than 14 days or more than 28 days before the date of the election, such landowners' meeting was held on **November 3, 2022**, at which the below-recited persons were duly elected by virtue of the votes cast in their respective favor; and

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

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

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

<u>Supervisor</u>	# of Votes	Terms
		4-Year Term
		4-Year Term
		2-Year Term
<ol> <li>The terms of office of this Resolution:</li> <li>Adopted this 3<sup>rd</sup> day of November 1</li> </ol>	e shall commence immediate per, 2022.	ely upon the adoption
Secretary/Assistant Secretary	Chair	man/Vice Chairman

### SECTION D

#### **RESOLUTION 2023-03**

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BONNET CREEK RESORT COMMUNITY DEVELOPMENT DISTRICT ELECTING THE OFFICERS OF THE DISTRICT AND PROVIDING FOR 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; and

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

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

Section	1.	is elected Chairperson.		
Section	2.	is elected Vice-Chairperson.		
Section	3.	is elected Secretary.		
Section	4.	is elected Assistant Secretary.		
		is elected Assistant Secretary.		
		is elected Assistant Secretary.		
Section	5	is elected Treasurer.		
Section	6	is elected Assistant Treasurer.		
Section	7. This Resolution shall	become effective immediately upon its adoption.		
PASSEI	<b>D AND ADOPTED</b> this 3 <sup>rd</sup>	day of November, 2022.		
ATTEST:		BONNET CREEK RESORT COMMUNITY DEVELOPMENT		
Secretary/Assist	ant Secretary	Chairperson/Vice-Chairperson		
55515ttt y/1 15515t	and Sociouity	Champerson, vice Champerson		

### **SECTION IV**

#### 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, October 6, 2022 at 1:30 p.m. at the Signia by Hilton, Bonnet Creek, 14100 Bonnet Creek Lane, Orlando, Florida.

Present and constituting a quorum were:

Randall Greene Chairman Fred Sawyers Secretary

Herb Von Kluge Assistant Secretary

Also present were:

George Flint District Manager
Jay Lazarovich District Counsel
Jim Nugent District Engineer
Clayton Smith Field Manager

The following is a summary of the discussions and actions taken at the October 6, 2022 meeting. An audio 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

There being none, the next item followed.

### THIRD ORDER OF BUSINESS Approval of the Minutes of the September 1, 2022 Meeting

On MOTION by Mr. Sawyers seconded by Mr. Greene with all in favor the minutes of the September 1, 2022 meeting were approved as presented.

October 6, 2022 Bonnet Creek Resort CDD

### FOURTH ORDER OF BUSINESS Consideration of Resolution 2023-01 Amending the Fiscal Year 2022 Budget

Mr. Flint stated Resolution 2023-01 amends the Fiscal Year 2022 budget. The statutes require that if your total expenses exceed your total budget you have to amend the budget within 60-days of the end of the fiscal year. In the budget process for Fiscal Year 2023 which just started on October 1<sup>st</sup> we plan to move everything above our operating reserve into the capital reserve. On the bottom of page 2 under transfer out capital reserve the budgeted transfer was \$237,000 and we increased that by about \$300,000 and we are transferring out about \$537,000 and that caused the total actuals to exceed our total budget. At the top under revenue, we recognized \$252,000 of beginning fund balance to be able to transfer that out. Normally we don't appropriate fund balance, but when we have cash that exceeds our three-month operating requirements that allows us to do this. We trued up other line items up and down.

On MOTION by Mr. Greene seconded by Mr. Sawyers with all in favor Resolution 2023-01 Amending the Fiscal Year 2022 Budget was approved.

#### FIFTH ORDER OF BUSINESS

#### **Sign Construction Update**

- A. Engineer Update on Sign Construction
- **B.** Status of Remedial Activities
- C. Review of Letter to Don Bell Signs, LLC

Mr. Nugent stated I talk to the contractor periodically and at the end of September they got an email from Reedy Creek that they will continue to review the revised plans that Canin prepared, but they will not issue the permit until the Army Corps of Engineers permit is issued.

#### SIXTH ORDER OF BUSINESS

#### **Staff Reports**

#### A. Attorney

There being none, the next item followed.

#### B. Engineer

Mr. Nugent stated after talking with Herb I reached out to Terracon to schedule a meeting to talk about cost estimates for repair of the control berm at Crosby Island Marsh.

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October 6, 2022 Bonnet Creek Resort CDD

#### C. Manager

#### i. Consideration of Check Register

On MOTION by Mr. Greene seconded by Mr. Sawyers 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. Approval of Moving December 1, 2022 Meeting to Wyndham

Mr. Flint stated the Board approved an annual meeting schedule at the last meeting and it alternates between Wyndham, Signia and JW Marriott. Unfortunately, there was a conflict with one of the dates for the JW Marriott and we are asking the Board to approve moving the December to the Wyndham.

On MOTION by Mr. Greene seconded by Mr. Sawyers with all in favor the December 1, 2022 meeting will be held at the Wyndham.

#### D. Field Manager's Report

Mr. Smith stated before the storm we had some general maintenance items done and repaired some potholes in the road. The photocell for the lights up front did go bad, we replaced that and fixed some of the latches on some of the equipment. The damaged grasses as you come in have been run over a couple times and we are going to replace those. The big thing is the storm, we did pretty well, the only area we experienced a little flooding was across the road just past the Signia and Waldorf on the stretch to the JW Marriott and it had gone down by the next morning. The wetlands were high because of the amount of water from the storm. I don't anticipate that to be an ongoing issue.

#### SEVENTH ORDER OF BUSINESS Supervisor's Requests

There being none, the next item followed.

#### EIGHTH ORDER OF BUSINESS Other Business

There being none,

#### NINTH ORDER OF BUSINESS

#### Adjournment

	N by Mr. Greene seconded by Mr. Sawyers with all in eeting adjourned at 1:54 p.m.			
ecretary/Assistant Secretary	Chairman/Vice Chairman			

### SECTION V



Certified Public Accountants PL

600 Citrus Avenue Suite 200 Fort Pierce, Florida 34950

772/461-6120 // 461-1155 FAX: 772/468-9278

September 25, 2022

Bonnet Creek Resort Community Development District Governmental Management Services, LLC 6200 Lee Vista Boulevard, Suite 300 Orlando, FL 32822

#### The Objective and Scope of the Audit of the Financial Statements

You have requested that we audit the financial statements of Bonnet Creek Resort Community Development District, (the "District"), which comprise governmental activities and each major fund as of and for the year ended September 30, 2022, which collectively comprise the basic financial statements. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter for the year ending September 30, 2022 and thereafter if mutually agreed upon by Bonnet Creek Resort Community Development District and Berger, Toombs, Elam, Gaines & Frank.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but Is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users made on the basis of these financial statements. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

#### The Responsibilities of the Auditor

We will conduct our audit in accordance with (GAAS). Those standards require that we comply with applicable ethical requirements. As part of an audit in accordance with GAAS, we exercise professional judgement and maintain professional skepticism throughout the audit. We also:

• Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion.



- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for the reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS.

We will maintain our independence in accordance with the standards of the American Institute of Certified public Accountants.



#### The Responsibilities of Management and Identification of the Applicable Financial Reporting Framework

Management is responsible for:

- 1. Identifying and ensuring that the District complies with the laws and regulations applicable to its activities, and for informing us about all known violations of such laws or regulations, other than those that are clearly inconsequential;
- 2. The design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the District involving management, employees who have significant roles in internal control, and others where the fraud could have a material effect on the financial statements; and
- 3. Informing us of its knowledge of any allegations of fraud or suspected fraud affecting the District received in communications from employees, former employees, analysts, regulators, short sellers, vendors, customers or others.

The Board is responsible for informing us of its views about the risks of fraud within the entity, and its knowledge of any fraud or suspected fraud affecting the entity.

Our audit will be conducted on the basis that management acknowledges and understands that it has responsibility:

- To evaluate subsequent events through the date the financial statements are issued or available to be issued, and to disclose the date through which subsequent events were evaluated in the financial statements. Management also agrees that it will not conclude on subsequent events earlier than the date of the management representation letter referred to below;
- 2. For the design, implementation and maintenance of internal control relevant to the preparations of fair presentation of financial statements that are free from material misstatement, whether due to fraud or error; and
- 3. To provide us with:
  - Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements including information relevant to disclosures;
  - Draft financial statements, including information relevant to their preparation and fair presentation, when needed to allowed for the completion of the audit in accordance with the proposed timeline;



- c. Additional information that we may request from management for the purpose of the audit; and
- d. Unrestricted access to persons within the District from whom we determine it necessary to obtain audit evidence.

As part of our audit process, we will request from management written confirmation concerning representations made to us in connection with the audit, including among other items:

- 1. That management has fulfilled its responsibilities as set out in the terms of this arrangement letter; and
- 2. That it believes the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

#### Reporting

We will issue a written report upon completion of our audit of Bonnet Creek Resort Community Development District's financial statements. Our report will be addressed to the Board of Bonnet Creek Resort Community Development District. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

#### **Records and Assistance**

During the course of our engagement, we may accumulate records containing data that should be reflected in the of Bonnet Creek Resort Community Development District books and records. The District will determine that all such data, if necessary, will be so reflected. Accordingly, the District will not expect us to maintain copies of such records in our possession.

The assistance to be supplied, including the preparation of schedules and analyses of accounts, has been discussed and coordinated with George Flint. The timely and accurate completion of this work is an essential condition to our completion of the audit and issuance of our audit report.

#### **Other Relevant Information**

In accordance with Government Auditing Standards, a copy of our most recent peer review report has been provided to you, for your information.

Either party may unilaterally terminate this agreement, with or without cause, upon sixty (60) days written notice subject to the condition that the District will pay all invoices for services rendered prior to the date of termination.



#### Fees, Costs and Access to Workpapers

Our fees for the services described above are based upon the value of the services performed and the time required by the individuals assigned to the engagement, plus direct expenses. Invoices for fees will be submitted in sufficient detail to demonstrate compliance with the terms of this engagement. Billings are due upon submission. Our fee for the services described in this letter for the year ending September 30, 2022 will not exceed \$3,225 unless the scope of the engagement is changed, the assistance which of Bonnet Creek Resort Community Development District has agreed to furnish is not provided, or unexpected conditions are encountered, in which case we will discuss the situation with you before proceeding. All other provisions of this letter will survive any fee adjustment.

In the event we are requested or authorized by of Bonnet Creek Resort Community Development District or are required by government regulation, subpoena, or other legal process to produce our documents or our personnel as witnesses with respect to our engagement for of Bonnet Creek Resort Community Development District, of Bonnet Creek Resort Community Development District will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests.

The audit documentation for this engagement is the property of Berger, Toombs, Elam, Gaines, & Frank and constitutes confidential information. However, you acknowledge and grant your assent that representatives of the cognizant or oversight agency or their designee, other government audit staffs, and the U.S. Government Accountability Office shall have access to the audit documentation upon their request and that we shall maintain the audit documentation for a period of at least three years after the date of the report, or for a longer period if we are requested to do so by the cognizant or oversight agency.

Access to requested documentation will be provided under the supervision of Berger, Toombs, Elam, Gaines, & Frank audit personnel and at a location designated by our Firm.



#### Information Security – Miscellaneous Terms

Berger, Toombs, Elam, Gaines & Frank is committed to the safe and confidential treatment of Bonnet Creek Resort Community Development District's proprietary information. Berger, Toombs, Elam, Gaines & Frank is required to maintain the confidential treatment of client information in accordance with relevant industry professional standards which govern the provision of services described herein. of Bonnet Creek Resort Community Development District agrees that it will not provide Berger, Toombs, Elam, Gaines & Frank with any unencrypted electronic confidential or proprietary information, and the parties agree to utilize commercially reasonable measures to maintain the confidentiality of Bonnet Creek Resort Community Development District's information, including the use of collaborate sites to ensure the safe transfer of data between the parties.

If any term or provision of this arrangement letter is determined to be invalid or unenforceable, such term or provision will be deemed stricken and all other terms and provisions will remain in full force and effect.

Because Berger, Toombs, Elam, Gaines & Frank will rely on of Bonnet Creek Resort Community Development District and its management and Board of Supervisors to discharge the foregoing responsibilities, Bonnet Creek Resort Community Development District holds harmless and releases Berger, Toombs, Elam, Gaines & Frank, its partners, and employees from all claims, liabilities, losses and costs arising in circumstances where there has been a known misrepresentation by a member of Bonnet Creek Resort Community Development District's management, which has caused, in any respect, Berger, Toombs, Elam, Gaines & Frank's breach of contract or negligence. This provision shall survive the termination of this arrangement for services.

This letter constitutes the complete and exclusive statement of agreement between Berger, Toombs, Elam, Gaines, & Frank and of Bonnet Creek Resort Community Development District, superseding all proposals, oral or written, and all other communications, with respect to the terms of the engagement between the parties.

#### **Retention of Records**

We will return to you all original records you provide to us in connection with this engagement. Further, in addition to providing you with those deliverables set forth in this engagement letter, we will provide to you a copy of any records we prepare or accumulate in connection with such deliverables which are not otherwise reflected in your books and records without which your books and records would be incomplete. You have the sole responsibility for retaining and maintaining in your possession or custody all of your financial and nonfinancial records related to this engagement. We will not host, and will not accept responsibility to host, any of your records. We, however, may maintain a copy of any records of yours necessary for us to comply with applicable law and/or professional standards or to exercise our rights under this engagement letter.



Any such records retained by us will be subject to the confidentiality obligations set forth herein and destroyed in accordance with our record retention policies.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements including our respective responsibilities.

Sincerely,
2 1 1 1
DIEGIE VOONGO GLOM
Berger Joonsoo Glam Daines + Frank
BERGER, TOOMBS, ELAM, GAINES & FRANK J. W. Gaines, CPA
Confirmed on behalf of the addressee:



Judson B. Baggett
MBA, CPA, CVA, Partner
Marci Reutimann
CPA, Partner

6815 Dairy Road
Zephyrhills, FL 33542

3 (813) 788-2155

#### Report on the Firm's System of Quality Control

To the Partners

October 30, 2019

Berger, Toombs, Elam, Gaines & Frank, CPAs, PL

and the Peer Review Committee of the Florida Institute of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of Berger, Toombs, Elam, Gaines & Frank, CPAs, PL, (the firm), in effect for the year ended May 31, 2019. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

#### Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

#### Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control, and the firm's compliance therewith based on our review.

#### **Required Selections and Considerations**

Engagements selected for review included engagements performed under *Government Auditing Standards*, including a compliance audit under the Single Audit Act.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

#### **Opinion**

In our opinion, the system of quality control for the accounting and auditing practice of Berger, Toombs, Elam, Gaines & Frank, CPAs, PL, in effect for the year ended May 31, 2019, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of pass, pass with deficiency(ies), or fail. Berger, Toombs, Elam, Gaines & Frank, CPAs, PL has received a peer review rating of pass.

Baggett, Reutiman & associates, CPAs PA BAGGETT, REUTIMANN & ASSOCIATES, CPAs, PA Negret Herrorecath by Begget Reutiman & Nouclasts, CPA PA. Ch. 18141 conal galachergategascon

### ADDENDUM TO ENGAGEMENT LETTER BETWEEN BERGER, TOOMBS, ELAM, GAINES AND FRANK AND BONNET CREEK COMMUNITY DEVELOPMENT DISTRICT (DATED SEPTEMBER 25, 2022)

<u>Public Records</u>. Auditor shall, pursuant to and in accordance with Section 119.0701, Florida Statutes, comply with the public records laws of the State of Florida, and specifically shall:

- a. Keep and maintain public records required by the District to perform the services or work set forth in this Agreement; and
- b. Upon the request of the District's custodian of public records, provide the District with a copy of the requested 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, or as otherwise provided by law; and
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Auditor does not transfer the records to the District; and
- d. Upon completion of the Agreement, transfer, at no cost to the District, all public records in possession of the Auditor or keep and maintain public records required by the District to perform the service or work provided for in this Agreement. If the Auditor transfers all public records to the District upon completion of the Agreement, the Auditor shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Auditor keeps and maintains public records upon completion of the Agreement, the Auditor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

Auditor acknowledges that any requests to inspect or copy public records relating to this Agreement must be made directly to the District pursuant to Section 119.0701(3), Florida Statutes. If notified by the District of a public records request for records not in the possession of the District but in possession of the Auditor, the Auditor shall provide such records to the District or allow the records to be inspected or copied within a reasonable time. Auditor acknowledges that should Auditor fail to provide the public records to the District within a reasonable time, Auditor may be subject to penalties pursuant to Section 119.10, Florida Statutes.

IF THE AUDITOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AUDITOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT/CONTRACT, THE AUDITOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE DISTRICT AT:

GMS-CF, LLC 6200 LEE VISTA BOULEVARD, SUITE 300 ORLANDO, FL 32822 TELEPHONE: 407-841-5524

EMAIL: DMOSSING@GMSNF.COM

Auditor: J.W. Gaines	<b>District: Bonnet Creek CDD</b>
Ву:	By:
Title: Director	Title:
Date: September 25, 2022	Date:

### **SECTION VII**

### SECTION C

### SECTION 1

### Bonnet Creek Resort Community Development District

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

#### Operation and Maintenance Expenditures For Board Approval September 30, 2022

Attached please find the check register listing the Operation and Maintenance expenditures paid from September 1, 2022 through September 30, 2022. This does not include expenditures previously approved by the Board.

Approval of Expenditures:
\_\_\_\_\_ Chairman
\_\_\_\_ Vice Chairman

Assistant Secretary

The total items being presented: \$ 63,781.11

### Bonnet Creek Resort Community Development District Paid Operation & Maintenance Expenses September 1, 2022 Through September 30, 2022

Vendor Name	Check Number	Invoice Number	Invoice Description		Amount
AQUATIC WEED CONTROL, INC	3949	75193	TRI ANNUAL WETLAND MAINTENANCE 8/3/22	\$	2,500.00
FREDERICK W. SAWYERS	3950	FS09012022	SUPERVISOR FEES 09/01/22	\$	200.00
HERBERT VON KLUGE	3951	HK09012022	SUPERVISOR FEES 09/01/22	\$	200.00
PRESSURE PLUS SERVICES, LLC	3952	2916	PRESSURE WASH	\$	11,051.50
REBECCA R FRASIER	3953	BF09012022	SUPERVISOR FEES 09/01/22	\$	200.00
ROBERT GAUL	3954	BG09012022	SUPERVISOR FEES 09/01/22	\$	200.00
RANDALL GREENE	3955	RG09012022	SUPERVISOR FEES 09/01/22	\$	200.00
AQUATIC WEED CONTROL, INC	3956	75237	WETLAND MAINTENANCE - AUGUST 2022	\$	1,694.00
BREEDLOVE, DENNIS & ASSOCIATES	3957	52338	NUISANCE/EXOTIC PROJECT TEAM	\$	1,141.88
DONALD W. MCINTOSH ASSOCIATES, INC	3958	42993	GENERAL ENGINEER AUGUST 2022	\$	105.00
EUROFINDS ENVIRONMENT TESTING	3959	6700003035	QUARTERLY WELL MONITORING AUGUST 2022	\$	364.00
EGIS INSURANCE ADVISORS	3960	16815	FY2023 INSURANCE POLICY	\$	20,938.00
YELLOWSTONE LANDSCAPE	3961	ON 420575	LANDSCAPE MAINTENANCE SEPTEMBER 2022	\$	16,500.00
YELLOWSTONE LANDSCAPE	3961	ON 429362	IRRIGATION REPAIRS AUGUST 2022	\$	944.91
DONALD W. MCINTOSH ASSOCIATES, INC	188	42993	INTERSECTION IMPROVEMENTS	\$	2,188.75
Subtotal Check Register				\$	58,428.04
Automatic Drafts					
DUKE ENERGY	Auto-Pay	9100 8835 4179	UTILITIES	\$	615.13
DUKE ENERGY	Auto-Pay	9100 8897 0713	UTILITIES	\$	30.46
DUKE ENERGY	Auto-Pay	9100 8897 0797	UTILITIES	\$	30.60
DUKE ENERGY	Auto-Pay	9100 8897 0888	UTILITIES	\$	4,260.90
DUKE ENERGY	Auto-Pay	9100 8897 0987	UTILITIES	\$	148.07
DUKE ENERGY	Auto-Pay	9100 8901 1074	UTILITIES	\$	155.48
DUKE ENERGY	Auto-Pay	9100 8901 1587	UTILITIES	\$	21.07
DUKE ENERGY	Auto-Pay	9100 8901 1660	UTILITIES	\$	30.41
DUKE ENERGY	Auto-Pay	9100 8901 1751	UTILITIES	\$	30.49
DUKE ENERGY	Auto-Pay	9100 8901 1850	UTILITIES	\$	30.46
Subtotal Automatic Drafts				\$	5,353.07
Post (Table				•	CD F01 11
Report Total				\$	63,781.11

AP300R YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 10/27/22 PAGE 1
\*\*\* CHECK DATES 09/01/2022 - 09/30/2022 \*\*\* BONNET CREEK-GENERAL FUND

CHECK DAIES C		BANK A BCRCDD- GENERAL FUND			
CHECK VEND# . DATE	INVOICEEXPENSED TO DATE INVOICE YRMO DPT ACCT#	. VENDOR NAME SUB SUBCLASS	STATUS	AMOUNT	CHECK AMOUNT #
9/07/22 00052	8/30/22 75193 202208 320-53800 TRI-YR WETLAND MAINT 8/3	-44130	*	2,500.00	
	IRI-YR WEILAND MAINI 8/3	AQUATIC WEED CONTROL, INC.			2,500.00 003949
9/07/22 00098	9/01/22 FS090120 202209 310-51300- SUPERVISOR FEES-9/1/22		*	200.00	
		FREDERICK W. SAWYERS			200.00 003950
9/07/22 00093	9/01/22 HK090120 202209 310-51300-			200.00	
	SUPERVISOR FEES-9/1/22	HERBERT VON KLUGE			200.00 003951
9/07/22 00112	8/08/22 2916 202208 320-53800 PRESSURE WASH		*	11,051.50	
	PRESSURE WASH	PRESSURE PLUS SERVICES LLC			11,051.50 003952
9/07/22 00110	9/01/22 BF090120 202209 310-51300- SUPERVISOR FEES-9/1/22		*	200.00	
		REBECCA R FRASIER			200.00 003953
9/07/22 00073	9/01/22 BG090120 202209 310-51300- SUPERVISOR FEES-9/1/22		*	200.00	
		ROBERT GAUL			200.00 003954
9/07/22 00077	9/01/22 RG090120 202209 310-51300- SUPERVISOR FEES-9/1/22			200.00	
	SUPERVISOR FEES-9/1/22	RANDALL GREENE			200.00 003955
9/15/22 00052	9/06/22 75237 202208 320-53800 MTHLY WETLAND MAINT AUG2	-44100	*	1,694.00	
		AQUATIC WEED CONTROL, INC.			1,694.00 003956
9/15/22 00010	8/25/22 52338 202207 320-53800 NUIS/EXOTIC PROJ TEAM	-44120	*	1,141.88	
	NUIS/EXUITC PROU TEAM	BREEDLOVE DENNIS & ASSOCIATES			1,141.88 003957
9/15/22 00016	8/26/22 42993 202208 310-51300- GENERAL ENGINEER-08/12/2	-31100	*	105.00	
	GENERAL ENGINEER-08/12/2.	DONALD W. MCINTOSH ASSOCIATES, INC			105.00 003958
9/15/22 00107	9/08/22 67000030 202208 320-53800	-44900	*	364.00	
	QRTHLY WELL MONITOR AUG2:		LC .		364.00 003959
9/15/22 00065	9/12/22 16815 202209 300-15500 FY23 INSURANCE POLICY		*	20,938.00	
		EGIS INSURANCE ADVISORS, LLC			20,938.00 003960

BONC BONNET CREEK MBYINGTON

*** CHECK DATES 09/01/2022 - 09/30/2022 *** BC	ACCOUNTS PAYABLE PREPAID/COMPUTER CH ONNET CREEK-GENERAL FUND ANK A BCRCDD- GENERAL FUND	HECK REGISTER	RUN 10/27/22	PAGE 2
CHECK VEND#INVOICEEXPENSED TO DATE DATE INVOICE YRMO DPT ACCT# S		STATUS	AMOUNT	CHECK AMOUNT #
9/15/22 00050 9/01/22 ON 42057 202209 320-53800-4 LANDSCAPE MAINT - SEP22	47300	*	16,500.00	
9/13/22 ON 42936 202208 320-53800-4 IRRIGATION REPAIR AUG 22	47400	*	944.91	
	YELLOWSTONE LANDSCAPE			17,444.91 003961
	TOTAL FOR BANK	A	56,239.29	
	TOTAL FOR REGIS	STER	56,239.29	

BONC BONNET CREEK MBYINGTON

AP300R YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTE *** CHECK DATES 09/01/2022 - 09/30/2022 *** BONNET CREEK-SERIES 2002 CAPBANK B BCRCDD-CAP. RESERVE	UTER CHECK REGISTER	RUN 10/27/22	PAGE 1
CHECK VEND#INVOICEEXPENSED TO VENDOR NAME DATE DATE INVOICE YRMO DPT ACCT# SUB SUBCLASS	STATUS	AMOUNT	CHECK AMOUNT #
9/15/22 00051 8/26/22 42993 202207 600-53800-60700 INTERSECTION IMPROVEMENTS	*	2,188.75	
DONALD W. MCINTOSH ASSOCIATE	ES, INC.		2,188.75 000188
TOTAL FOR	R BANK B	2,188.75	
		,	
TOTAL FOR	R REGISTER	2,188.75	

BONC BONNET CREEK MBYINGTON



## Aquatic Weed Control, Inc. 52

P.O. Box 593258 Orlando, FL 32859



## **Invoice**

Date Invoice # 8/30/2022 75193

Phone: 407-859-2020 Fax: 407-859-3275 171-1 Wetland Maint 8/3

#### Bill To

Bonnet Creek Resort CDD Governmental Management Services 219 East Livingston Street Orlando, FL 32801

Customer P.O. No.	Payment Terms	Due Date	
Project# 95180	Net 45	10/14/2022	

Description	Amount
Fri-annual wetland maintenance for the month of July 2022 - Crosby Island Marsh - Completed 8/3/2022.	2,500.00

Thank you for your business.

Total	\$2,500.00
Payments/Credits	\$0.00
Balance Due	\$2,500.00

District Name:	Bonnet Creek Resort CDD
Board Meeting Date:	September 1, 2022

001-310-51300-11000

	Name	In Attendance Please √	Fee Involved Yes / No
<b>98</b> 1	Fred Sawyers	~ (ph.s.)	Yes (\$200)
73 2	Bob Gaul		Yes (\$200)
3	Becky Frasier		Yes (\$200)
93 1	Herb Von Kluge		Yes (\$200)
TI	Randall Greene		Yes (\$200)

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

**Approved for Payment:** 

District Manager Signature

 $\frac{9/1/2z}{\text{Date}}$ 

District Name:	Bonnet Creek Resort CDD
Board Meeting Date:	September 1, 2022

001-310-51300-11000

	Name	In Attendance Please √	Fee Involved Yes / No
<b>98</b> 1	Fred Sawyers	~ (ph.s.)	Yes (\$200)
73 2	Bob Gaul		Yes (\$200)
3	Becky Frasier		Yes (\$200)
93 1	Herb Von Kluge		Yes (\$200)
TI	Randall Greene		Yes (\$200)

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

**Approved for Payment:** 

District Manager Signature

 $\frac{9/1/2z}{\text{Date}}$ 



3818 Best Rd
Davenport, FL 33837
(321) 200-7020
ppsjohnnyg@gmail.com
http://www.pressureplusservices.com



### INVOICE

**BILL TO** 

Bonnet Creek Resort CDD

RECEIVED AUG 25 ZUZZ

**INVOICE #** 2916

**DATE** 08/08/2022

**DUE DATE** 08/22/2022

TERMS Due on receipt

001-320-53800-43200

ACTIVITY	QTY	RATE	AMOUNT
Street Gutters & Curbs Purple highlight- Map - Between Wyndham Grand & JW Marriot roundabout - Pressure wash	1	1,202.50	1,202.50
Street Gutters & Curbs Blue highlight - Map - Down Chelonia- Starting at the entry sign. Medians and sides all included	1	6,597.00	6,597.00
Sidewalk Pressure Cleaning Red highlight - Map - Between Club Wyndham Entrance to the end of Wyndham Grand	1	2,917.00	2,917.00
Storm Drain Pressure wash (56 Units)	1	335.00	335.00
	BALANCE DUE		\$11,051.50

District Name:	Bonnet Creek Resort CDD
Board Meeting Date:	September 1, 2022

001-310-51300-11000

	Name	In Attendance Please √	Fee Involved Yes / No
<b>98</b> 1	Fred Sawyers	~ (ph.s.)	Yes (\$200)
73 2	Bob Gaul		Yes (\$200)
3	Becky Frasier		Yes (\$200)
93 1	Herb Von Kluge		Yes (\$200)
TI	Randall Greene		Yes (\$200)

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

**Approved for Payment:** 

District Manager Signature

 $\frac{9/1/2z}{\text{Date}}$ 

District Name:	Bonnet Creek Resort CDD
Board Meeting Date:	September 1, 2022

001-310-51300-11000

	Name	In Attendance Please √	Fee Involved Yes / No
<b>98</b> 1	Fred Sawyers	~ (ph.s.)	Yes (\$200)
73 2	Bob Gaul		Yes (\$200)
3	Becky Frasier		Yes (\$200)
93 1	Herb Von Kluge		Yes (\$200)
TI	Randall Greene		Yes (\$200)

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

**Approved for Payment:** 

District Manager Signature

 $\frac{9/1/2z}{\text{Date}}$ 

District Name:	Bonnet Creek Resort CDD
Board Meeting Date:	September 1, 2022

001-310-51300-11000

	Name	In Attendance Please √	Fee Involved Yes / No
<b>98</b> 1	Fred Sawyers	~ (ph.s.)	Yes (\$200)
73 2	Bob Gaul		Yes (\$200)
3	Becky Frasier		Yes (\$200)
93 1	Herb Von Kluge		Yes (\$200)
TI	Randall Greene		Yes (\$200)

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

**Approved for Payment:** 

District Manager Signature

 $\frac{9/1/2z}{\text{Date}}$ 



### **Aquatic Weed Control, Inc.**

P.O. Box 593258 Orlando, FL 32859



	Invoice
Date	Invoice #
9/6/2022	75237

Phone: 407-859-2020 Fax: 407-859-3275 001-320-53800-44100

MTHLY WETLAND MAINT AUG 22

#### Bill To

Bonnet Creek Resort CDD c/o Governmental Management Services 219 East Livingston Street Orlando, FL 32801 RECEIVED

SEP 07 2022

Customer P.O. No.	Payment Terms	Due Date	
	Net 30	10/6/2022	

1,694.00

Thank you for your business.

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

#### RECEIVED

AUG 26 2022



## NUIS/EXOTIC PROJ TEAM BUR

**Bonnet Creek Resort CDD** 

Governmental Management Services - Central Florida

C/O George Flint

6200 Lee Vista Boulevard, Suite 300

Orlando, FL 32822

Invoice number

52338

Date

08/25/2022

Project 1995-180 BONNETT CREEK DRI

For Services Through July 29, 2022 Please include invoice number on remittance 001-300-53800-44120

#### **LABOR**

		Hours	Rate	Billed Amount
Environmental Specialist IV	•	3.21	53.00	170.13
Principal		2.50	184.00	460.00
Senior Scientist		5.75	89.00	511.75
	Labor subtotal	11.46		1,141.88

Invoice total 1,141.88

#### **Aging Summary**

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
52338	08/25/2022	1,141.88	1,141.88				
	Total	1,141.88	1,141.88	0.00	0.00	0.00	0.00

FEIN: 59-1694414

BREEDLOVE, DENNIS & ASSOCIATES, INC.

2330 W. Canton Ave. ~ Winter Park, FL 32789-3195

Phone: 407-677-1882 ~ Fax: 407-657-7008

Bonnet Creek Resort CDD

Invoice number 52338

□ 30 East Liberty St. ~ Brooksville, FL 34601-2910

Phone: 352-799-9488 ~ Fax: 352-799-9588

Invoice date 08/25/2022

Page 1



File: 95

95180

Period: Through July 29, 2022

#### SENT VIA ELECTRONIC MAIL

Bonnet Creek Resort Community Development District c/o GMS/George Flint 6200 Lee Vista Boulevard, Suite 300 Orlando, Florida 32822

Phone: 407-841-5524

Email: invoices@gmscfl.com

**Project Name:** 

**Bonnet Creek Resort Development of Regional Impact** 

#### PROGRESS REPORT

The following services were provided during the billing period:

#### Administrative:

- 1. The services included in this invoice are being performed pursuant to the authorization received from the Bonnet Creek Resort Community Development District pursuant to the following contracts: Extension of Maintenance Review Services for the Bonnet Creek Resort Project Site (Year 2021-2022) pursuant to an extension authorization dated September 2, 2021; and Extension of Management and Maintenance Review Services for the Crosby Island Marsh Mitigation Site (Year 2021-2022) pursuant to an extension authorization dated September 2, 2021.
- 2. Assisted with review of the Bonnet Creek Resort sign location as requested.

#### Technical:

Maintenance Review Services Contract for the Bonnet Creek Resort Project Site (Year 2021-2022)

#### Task - Maintenance Review Services

No activity this billing period.

P:\ADMIN\PROJECTS\95180\PRGS\2022\072922.DOC

BREEDLOVE, DENNIS & ASSOCIATES, INC.



Bonnet Creek Resort Community Development District

Period: Through July 29, 2022

Page 2

 Task Fee (Year 2021-2022):
 \$2,500.00

 Amount Previously Billed:
 \$0.00

 Amount Due This Invoice:
 \$0.00

 Budget Remaining:
 \$2,500.00

#### Task - Project Team Meetings and Additional Requested Services

- 1. Dr. W. Michael Dennis (Principal) reviewed the draft application form to be submitted to the South Florida Water Management District (SFWMD); reviewed the request for additional information (RAI) letter received from the SFWMD; followed-up with the Department of the Army, Corps of Engineers (ACOE) on May 31, 2022, to check on the status of their review; coordinated with Mr. James Nugent (Donald W. McIntosh Associates, Inc.) on June 13, 2022, regarding the preparation of responses to the SFWMD RAI letter; and reviewed correspondence regarding the SFWMD RAI response submittal and the Bullfrog Bay Mitigation Bank reservation letter.
- 2. Ms. Penny E. Cople (Senior Scientist) coordinated with Dr. Lynette Malecki Brown (Senior Scientist) to request a mitigation credit reservation letter from the Bullfrog Bay Mitigation Bank; coordinated with Dr. Dennis regarding the final application submittal to the SFWMD; provided the signed application form via electronic mail (email) to Ms. Lisa Prather (SFWMD) on May 4, 2022, with a copy to the team; uploaded the permit application to the SFWMD's e-permitting portal on May 4, 2022; discussed the permit application submittal with Ms. Prather on May 4, 2022; and coordinated with Dr. Brown for the second deposit payment to continue to reserve the mitigation credit at the Bullfrog Bay Mitigation Bank.
- 3. Dr. Lynette Malecki Brown (Senior Scientist) corresponded with Ms. Natalie Burns on May 3, 2022, to request confirmation of receipt of the deposit check for the mitigation credit purchase at the Bullfrog Bay Mitigation Bank; reviewed the mitigation credit reservation letter correspondence received from the Bullfrog Bay Mitigation Bank; corresponded with Ms. Burns on July 20, 2022, regarding the second deposit payment needed for the mitigation credit reservation at the Bullfrog Bay Mitigation Bank; corresponded with Mr. George Flint via email on July 21, 2022, to notify him of the second deposit payment needed; and corresponded with Ms. Burns via email on July 27, 2022, to provide the SFWMD permit application number.
- 4. Administrative Staff (Environmental Specialist IV) assisted Dr. Brown with compiling the payment directions for the deposit for the Bullfrog Bay Mitigation Bank; compiled a PDF of the



Bonnet Creek Resort Community Development District

Period: Through July 29, 2022

Page 3

SFWMD application for submittal to the agency for review; assisted Dr. Dennis with monitoring email correspondence throughout the billing period; and maintained administrative records throughout the billing period.

Task Fee (Year 2021-2022):

T&M

Amount Previously Billed:

\$11,523.86

**Amount Due This Invoice:** 

\$1,141.88

Management and Maintenance Review Services Contract for the Crosby Island Marsh Mitigation Site (Year 2021-2022)

#### Task - Reviews of Nuisance/Exotic Species Maintenance

1. No activity this billing period.

Task Fee (Year 2021-2022):

\$4,500.00

Amount Previously Billed:

\$809.45

**Amount Due This Invoice:** 

\$0.00

Budget Balance:

\$3,690.55

#### Task - Project Team Meetings and Additional Requested Services

No activity this billing period.

Task Fee (Year 2021-2022):

T&M

**Amount Previously Billed:** 

\$653.60

**Amount Due This Invoice:** 

\$0.00

**Total Amount Due This Invoice: \$1,141.88** 

PEC/vcl

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

Bonnet Creek Resort CDD George Flint 6200 Lee Vista Boulevard, Suite 300 Orlando, FL 32822

Invoice number

42993

Date

08/26/2022

Project 22234 Bonnet Creek Resort CDD General Consulting

For Period Through August 12, 2022

10 1.310.513 311

Invoice Summary			8
Description			Current Billed
CDD general consulting			0.00
CDD inspections			0.00
CDD miscellaneous meetings			105.00
CDD intersection improvements			2,188.75
CDD irrigation pump upgrade			0.00
Reimbursable Expenses			0.00
		Total	2,293.75
Professional Fee Detail			
	Hours	Rate	Billed Amoun
Associate	9.50	210.00	1,995.00
Senior Design Technician	0.75	115.00	86.25
Project Manager Assistant	2.50	85.00	212.50
Professional Fee Detail subtotal	12.75	_	2,293.75
	In		2,293.75

RECEIVED
AUG 26 2022

Invoice number Date

42993 08/26/2022

#### Invoice Supporting Detail

#### 22234 Bonnet Creek Resort CDD General Consulting 000 CDD general consulting

WIP Status:

WIP Status:

Phase Status: Active

Billing Cutoff: 08/12/2022 Date Units **Amount** Subtotal 0.00 total 0.00

001 CDD inspections

Phase Status: Active

Billing Cutoff: 08/12/2022 Date Units Rate Amount

Subtotal 0.00 total 0.00

002 CDD miscellaneous meetings

Phase Status: Active

Billing Cutoff: 08/12/2022 Date Units Rate **Amount** 

**Labor** 

WIP Status: Billable

Associate

James C. Nugent

Time Per Contract

08/03/2022

0.50

210.00

105.00

Prepare engineers report status memo

Subtotal 0.50 105.00 Labor total 0.50 105.00

005 CDD intersection improvements

Phase Status: Active

Billing Cutoff: 08/12/2022 Date Units Rate **Amount** 

Labor

WIP Status: Billable

Associate

James C. Nugent

Time Per Contract

07/19/2022

0.25

210.00

52.50

Teelcon with SFWMD reviewer on entry sign permitting RAI comments

Time Per Contract

07/21/2022

4.50

210.00

945.00

Finalize and submit response to SFWMD RAI on entry sign wetland encroachment permit.

Time Per Contract

07/22/2022

0.25

210.00

Telecon with SFWMD reviewe on wetland encroachment RAI response

Time Per Contract

52.50 210.00

07/26/2022 1.00

Time Per Contract

Project land use summary table per SFWMD verbal comments 07/28/2022

0.50

210.00 210.00

Prepare project area summary as additional RAI information per request of SFWMD reviewer

Time Per Contract

07/29/2022

0.50

210.00

105.00

105.00

Review SFWMD permit for sign wetland impacts.

Time Per Contract

08/01/2022

0.50

210.00

105.00

Review SFWMD permit for sign encroachments, coordination with BDA on ACOE permitting

Invoice number Date 42993 08/26/2022

#### **Invoice Supporting Detail**

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

Phase Status: Active

			Billing Cutof	f: 08/12/2022		
		Date	Units	Rate	Amount	
abor	WIP Status: Billable					
Associate						
James C. Nuge	ent					
Time Per Cor		08/02/2022	1.00	210.00	210.00	
Com sign	tractor and LSA coordination encroachments to RCID with	calls on RCID perm request to restart I	nitting; transmi R/W permitting	t copy of SFWM review process	ID permit for :	
Time Per Cor	ntract	08/03/2022	0.50	210.00	105.00	
Mee com	ting with Canin and sign cont mens/markups	ractor on sign lands -	scape plan rev	isions per RCID		
		Subtotal	9.00		1,890.00	
Senior Design T	echnician					
Scott T. Barton	1					
Time Per Cor	ntract	07/21/2022	0.50	115.00	57.50	
Add	synthetic bale check dam to	plans, plan set for S	SFWMD subm	ittal		
Time Per Cor	ntract	07/25/2022	0.25	115.00	28.75	
Proje	ect areas within silt fence					
		Subtotal	0.75		86.25	
Project Managei	r Assistant					
Michelle I. Bos	well					
Time Per Cor	ntract	07/19/2022	0.25	85.00	21.25	
Sen	d out email to CDD for SFWN	/ID fees				
Time Per Cor	ntract	07/20/2022	0.50	85.00	42.50	
Trar	nsmittal to SFWMD for fee ch	eck				
Time Per Cor	ntract	07/21/2022	1.00	85.00	85.00	
Uplo	oad SFWMD Sign Encroachm	nent RAI Response				
Time Per Cor	ntract	08/02/2022	0.50	85.00	42.50	
Log	SFWMD Sign Encroachment	t Permit				
		Subtotal	2.25		191,25	
Stephany Simr	monds					
Time Per Cor	ntract	07/28/2022	0.25	85.00	21.25	
Upk	oad addional information need	ded to get SFWMD	permit			
-		Subtotal	0.25		21.25	
		Labor total	12.25		2,188.75	
007 CDD irrig	ation pump upgrade					Phase Status: Close
				f: 08/12/2022		
		Date	Units	Rate	Amount	
	WIP Status:					
		Subtotal			0.00	
		total			0.00	

Project 22234 Bonnet Creek Resort CDD General Consulting

Invoice number Date 42993 08/26/2022

#### **Invoice Supporting Detail**

## 22234 Bonnet Creek Resort CDD General Consulting 999 Reimbursable Expenses

Phase Status: Active

	Billing Cuto	off: 08/12/2022	
Date	Units	Rate	Amount

WIP Status:

Subtotal 0.00 total 0.00



## **Environment Testing**

Invoice/Credit No.	6700003035	Invoice Date	September 08, 2022					
Terms	Net 90 days		87-2895395					
Remit to	Eurofins Environment Testing Southeast	Eurofins Environment Testing Southeast, LLC, PO BOX 3213, Carol Stream, IL 60132-3213						
Wire	Citibank ABA: 031100209 Acct# 54064	Citibank ABA: 031100209 Acct# 54064616 SWIFT Code: CITIUS33						
	Citibank ABA: 031100209 Acct# 54064							

Bill to: Bonnet Creek Resort CDD-c/o Gov Mgmt Ser Attn: Accounts Payable 9145 Narcoossee Rd Suite A206 Orlando, FL 32827

Ship to: Bonnet Creek Resort CDD 9145 Narcoossee Road Suite A206 Orlando, FL 32827

1.320.538 449 107

P.O. Number	W.O. Number	Contract Number	Work Ordered by
Purchase Order not required			Rafael Martinez
Job Description	Site Name	SDG Number	Invoice Contact
See below		SE IVAIIIO	M. Byington

Job No.	Job J	Description	Receip	t Date	Quantity	Unit Price	Amount
		Method/Test	Description	LBate	Qualitity	Unit Frice	Amount
J4897-1	Coliform -	- Total Dissolved Se Fecal Coliform		08/29/2022	2.00 2.00 2.00	15.00 12.00 35.00	30.00 24.00 70.00
					2.00 2.00 2.00 2.00	15.00 15.00 5.00 85.00	30.00 30.00 10.00 170.00
		REC	EIVE1	D			
		SE	EP 08 2022				
Project Nu	ımber	Client Num		Project Ma		Subtotal (USD)	\$364.00
atest Sample D		Lotost Down		iuson Rogers II	1		

Latest Sample Receipt Date **Latest Report Date** Phone Number Total (USD) \$364.00 09/08/2022 08/29/2022 (407) 339-5984

For proper credit, please include invoice number on all remittance.

Eurofins Orlando - 481 Newburyport Avenue, Altamonte Springs, FL 32701

This invoice falls under Eurofins Southeast Standard T&C's of Net 30 Days unless superseded by another valid contract vehicle in place at the time these services were rendered.



**Bonnet Creek Resort Community Development District** c/o Governmental Management Services 219 E Livingston St Orlando, FL 32801

Customer	Bonnet Creek Resort Community Development District
Acct #	254
Date	09/12/2022
Customer Service	Kristina Rudez
Page	1 of 1

Payment Info	rmation	
Invoice Summary	\$	20,938.00
Payment Amount		
Payment for:	Invoice#	16815
100122527		

**Thank You** 

1.300.155.100 Please detach and return with payment Customer: Bonnet Creek Resort Community Development District

nvolce	Effective	Transaction	Description	Amount
16815	10/01/2022	Renew policy	Policy #100122527 10/01/2022-10/01/2023 Florida Insurance Alliance  Package - Renew policy Due Date: 9/12/2022	20,938.00
			RECEIV SEP 12 20	ED 22
				Total

20,938.00

Thank You

FOR PAYMENTS SENT OVERNIGHT: Bank of America Lockbox Services, Lockbox 748555, 6000 Feldwood Rd. College Park, GA 30349

Remit Payment To: Egis Insurance Advisors	(321)233-9939	Date
P.O. Box 748555 Atlanta, GA 30374-8555	sclimer@egisadvisors.com	09/12/2022



#### Bill To:

Bonnet Creek Resort CDD c/o Governmental Management Services, LLC 6200 Lee Vista Blvd Suite 300 Orlando, FL 32822

**Property Name:** 

**Bonnet Creek Resort CDD** 

001-320-53800-47300

#### INVOICE

INVOICE#	INVOICE DATE
ON 420575	9/1/2022
TERMS	PO NUMBER
Net 30	

#### Remit To:

Yellowstone Landscape PO Box 101017 Atlanta, GA 30392-1017

Invoice Due Date: October 1, 2022 \$16,500.00 **Invoice Amount:** 

Description

Monthly Maintenance September 2022

Current Amount

SEP 01 2022

**Invoice Total** 

\$16,500.00

\$16,500.00

IN COMMERCIAL LANDSCAPING



#### **Bill To:**

Bonnet Creek Resort CDD c/o Governmental Management Services, LLC 6200 Lee Vista Blvd Suite 300 Orlando, FL 32822

**Property Name:** 

Bonnet Creek Resort CDD

#### INVOICE

INVOICE#	INVOICE DATE
ON 429362	9/13/2022
TERMS	PO NUMBER
Net 30	

#### Remit To:

Yellowstone Landscape PO Box 101017 Atlanta, GA 30392-1017

Invoice Due Date: October 13, 2022

Invoice Amount: \$944.91

50 1.320.533.474 Description

Repairs per August 2022 Inspection

Irrigation Repairs

\$944.91

**Current Amount** 

Invoice Total \$944.91

## IN COMMERCIAL LANDSCAPING

RECEIVED

SEP 1 4 2022

# SECTION 2

Community Development District

**Unaudited Financial Reporting** 

September 30, 2022



## **Table of Contents**

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

#### **Community Development District**

#### **Combined Balance Sheet**

**September 30, 2022** 

	General		D	ebt Service	Сар	ital Reserve	Totals		
		Fund		Fund		Fund	Gove	rnmental Funds	
Assets:									
Operating - Wells Fargo	\$	79,591	\$	-	\$	-	\$	79,591	
Operating - Truist	\$	49,786	\$	-	\$	-	\$	49,786	
Investment - Centennial Bank	\$	2,515	\$	-	\$	-	\$	2,515	
Investment - SBA Fund	\$	18,404	\$	-	\$	-	\$	18,404	
Investment - Capital Projects	\$	-	\$	-	\$	578,950	\$	578,950	
Investment - SBA Fund Reserve	\$	-	\$	-	\$	82,245	\$	82,245	
Series 2016									
Revenue Fund	\$	_	\$	15,361	\$	-	\$	15,361	
Reserve Fund	\$	-	\$	1,038,531	\$	-	\$	1,038,531	
Prepayment Fund	\$	-	\$	182	\$	-	\$	182	
Prepaid Expenses	\$	20,938	\$	-	\$	-	\$	20,938	
Assessments Receivable	\$	14,203	\$	-	\$	-	\$	14,203	
Accounts Receivable	\$	3,459	\$	-	\$	-	\$	3,459	
Total Assets	\$	188,896	\$	1,054,074	\$	661,196	\$	1,904,166	
Liabilities:									
Accounts Payable	\$	25,422	\$	-	\$	1,768	\$	27,191	
Retainage Payable	\$	-	\$	-	\$	68,472	\$	68,472	
Total Liabilities	\$	25,422	\$	-	\$	70,240	\$	95,662	
Fund Balances:									
Restricted for:									
Debt Service - Series 2016	\$	_	\$	1,054,074	\$	_	\$	1,054,074	
Assigned for:	*		4	1,001,071	4		4	2,001,071	
Capital Projects	\$	_	\$	_	\$	590,956	\$	590,956	
Unassigned	\$	163,474	\$	-	\$	-	\$	163,474	
Total Fund Balances	\$	163,474	\$	1,054,074	\$	590,956	\$	1,808,504	
Total Liabilities & Fund Balance	\$	188,896	\$	1,054,074	\$	661,196	\$	1,904,166	

#### **Community Development District**

#### **General Fund**

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

	Adopted	Pro	rated Budget		Actual		
	Budget	Thr	u 09/30/22	Thr	u 09/30/22	V	ariance
Revenues							
Maintenance Assessments - Off Roll	\$ 858,876	\$	858,876	\$	858,876	\$	(0
Interest Income	\$ 100	\$	100	\$	577	\$	477
Reuse Water Fees - Wyndham	\$ 8,000	\$	8,000	\$	13,095	\$	5,095
Reuse Water Fees - Golf Course	\$ 27,000	\$	27,000	\$	22,561	\$	(4,439
Reuse Water Fees - Signia by Hilton & Waldorf Astoria	\$ 4,000	\$	4,000	\$	4,285	\$	285
Reuse Water Fees - Marriott	\$ 1,400	\$	1,400	\$	2,716	\$	1,316
Total Revenues	\$ 899,376	\$	899,376	\$	902,110	\$	2,734
Expenditures:							
General & Administrative:							
Supervisor Fees	\$ 8,000	\$	8,000	\$	6,000	\$	2,000
Engineering Fees	\$ 20,000	\$	20,000	\$	29,096	\$	(9,096
Trustee Fees	\$ 6,000	\$	6,000	\$	5,388	\$	613
Legal Services	\$ 20,000	\$	20,000	\$	10,778	\$	9,222
Assessment Roll Services	\$ 3,000	\$	3,000	\$	3,000	\$	
Auditing Services	\$ 3,100	\$	3,100	\$	3,100	\$	
Arbitrage Rebate Calculation	\$ 450	\$	450	\$	450	\$	
District Management Fees	\$ 33,901	\$	33,901	\$	33,901	\$	C
Information Technology	\$ 1,000	\$	1,000	\$	1,000	\$	C
Website Maintenance	\$ 650	\$	650	\$	650		
Insurance - Professional Liability	\$ 7,584	\$	7,584	\$	7,135	\$	449
Telephone	\$ 100	\$	100	\$	-	\$	100
Legal Advertising	\$ 2,100	\$	2,100	\$	4,514	\$	(2,414
Postage	\$ 1,900	\$	1,900	\$	1,139	\$	761
Printing & Binding	\$ 1,200	\$	1,200	\$	437	\$	763
Office Supplies	\$ 300	\$	300	\$	71	\$	229
Bank Fees	\$ 500	\$	500	\$	1,422	\$	(922
Dues, Licenses & Subscriptions	\$ 175	\$	175	\$	175	\$	
Contingency	\$ -	\$	-	\$	381	\$	(381
Total General & Administrative:	\$ 109,960	\$	109,960	\$	108,637	\$	1,323

#### **Community Development District**

#### **General Fund**

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

	Adopted	Pror	ated Budget		Actual	
	Budget	Thr	u 09/30/22	Thr	u 09/30/22	Variance
Operation and Maintenance						
Field Management	\$ 56,976	\$	56,976	\$	56,976	\$ -
Utility Services	ŕ		,		ŕ	
Utility Services	\$ 14,000	\$	14,000	\$	13,207	\$ 793
Street Lights - Usage	\$ 3,900	\$	3,900	\$	3,796	\$ 104
Street Lights - Lease & Maintenance Agreement	\$ 66,000	\$	66,000	\$	52,621	\$ 13,379
Water Service - Reuse Water	\$ 43,000	\$	43,000	\$	22,951	\$ 20,049
SFWMD Water Use Compliance Report	\$ 5,000	\$	5,000	\$	-	\$ 5,000
Stormwater Control - Bonnet Creek Resort						
Oc/Dep Quarterly Well Monitoring Report	\$ 1,500	\$	1,500	\$	1,286	\$ 214
Wetland & Upland Monitoring Services - (Bda)	\$ 3,000	\$	3,000	\$	5,565	\$ (2,565)
Pond & Embankment Aquatic Treatment - (Awc)	\$ 15,396	\$	15,396	\$	13,552	\$ 1,844
Irrigation Pond Treatment - Solitude	\$ 2,814	\$	2,814	\$	2,800	\$ 14
Nuisance/Exotic Species Maintenance - (Awc)	\$ 11,000	\$	11,000	\$	-	\$ 11,000
Stormwater Control - Crosby Island Marsh						
Nuisance/Exotic Species Maintenance - (Awc)	\$ 7,500	\$	7,500	\$	7,500	\$ _
Nuisance/Exotic Species Maintenance - (Bda)	\$ 4,500	\$	4,500	\$	1,705	\$ 2,795
Embankment Mowing - (A. E. Smith)	\$ 6,000	\$	6,000	\$	-	\$ 6,000
Other Physical Environment						
Property Insurance	\$ 7,109	\$	7,109	\$	10,002	\$ (2,893)
Entry, Fence, Walls & Gates Maintenance	\$ 24,500	\$	24,500	\$	1,599	\$ 22,901
Pump Station Maintenance	\$ 2,500	\$	2,500	\$	5,398	\$ (2,898)
Pump Station Repairs	\$ 7,500	\$	7,500	\$	-	\$ 7,500
Landscape & Irrigation Maintenance	\$ 198,000	\$	198,000	\$	198,000	\$ -
Irrigation Repairs	\$ 3,500	\$	3,500	\$	4,044	\$ (544)
Landscape Replacement	\$ 15,000	\$	15,000	\$	20,364	\$ (5,364)
Lift Station Maintenance	\$ 5,000	\$	5,000	\$	1,265	\$ 3,735
Road & Street Facilities						
Roadway Repair & Maintenance	\$ 10,400	\$	10,400	\$	8,853	\$ 1,547
Highway Directional Signage - (R&M)	\$ 5,000	\$	5,000	\$	1,125	\$ 3,875
Roadway Directory Signage - (R&M)	\$ 5,000	\$	5,000	\$	4,470	\$ 530
Sidewalk/Curb Cleaning	\$ 12,000	\$	12,000	\$	11,052	\$ 949
Contingency	\$ 16,000	\$	16,000	\$	20,662	\$ (4,662)
Total Operation and Maintenance	\$ 552,095	\$	552,095	\$	468,792	\$ 83,302
Total Expenditures	\$ 662,055	\$	662,055	\$	577,430	\$ 84,625
Excess Revenues (Expenditures)	\$ 237,321			\$	324,681	
Other Financing Uses						
Transfer Out - Capital Projects	\$ 237,321	\$	237,321	\$	537,051	\$ (299,730)
Total Other Financing Uses	\$ 237,321	\$	237,321	\$	537,051	\$ (299,730)
Net Change in Fund Blaance	\$ 0			\$	(212,370)	
Fund Balance - Beginning	\$ -			\$	375,844	
Fund Balance - Ending	\$ 0			\$	163,474	

#### **Community Development District**

#### **Debt Service Fund - Series 2016**

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

	Adopted		orated Budget		Actual		
	Budget	Th	ru 09/30/22	Thru 09/30/22		Variance	
Revenues							
Assessments - Direct Billed	\$ 2,110,462	\$	2,110,462	\$	2,110,462	\$	0
Interest Income	\$ -	\$	-	\$	3,991	\$	3,991
<b>Total Revenues</b>	\$ 2,110,462	\$	2,110,462	\$	2,114,453	\$	3,991
Expenditures:							
Interest - 11/1	\$ 459,563	\$	459,563	\$	459,563	\$	-
Principal - 5/1	\$ 1,180,000	\$	1,180,000	\$	1,180,000	\$	-
Interest - 5/1	\$ 459,563	\$	459,563	\$	459,563	\$	-
Total Expenditures	\$ 2,099,125	\$	2,099,125	\$	2,099,125	\$	
Excess Revenues (Expenditures)	\$ 11,337			\$	15,328		
Fund Balance - Beginning	\$ 249			\$	1,038,746		
Fund Balance - Ending	\$ 11,586			\$	1,054,074		

#### **Community Development District**

### **Capital Projects Fund**

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

	Adopted		ated Budget		Actual	
	Budget	Thr	u 09/30/22	Thr	u 09/30/22	Variance
Revenues						
Interest Income	\$ 50	\$	50	\$	741	\$ 691
Total Revenues	\$ 50	\$	50	\$	741	\$ 691
Expenditures:						
Irrigation Improvement	\$ -	\$	-	\$	25,559	\$ (25,559)
Entry Monument	\$ -	\$	-	\$	152,045	\$ (152,045)
Chelonia Parkway Resurfacing	\$ -	\$	-	\$	33,600	\$ (33,600)
Contingency	\$ 542,224	\$	542,224	\$	40	\$ 542,184
Total Expenditures	\$ 542,224	\$	542,224	\$	211,243	\$ 330,981
Excess Revenues (Expenditures)	\$ (542,174)			\$	(210,502)	
Other Financing Sources						
Transfer In - Capital Projects	\$ 237,321	\$	237,321	\$	537,051	\$ 299,730
Total Other Financing Sources	\$ 237,321	\$	237,321	\$	537,051	\$ 299,730
Net Change in Fund Balance	\$ (304,853)			\$	326,549	
Fund Balance - Beginning	\$ 304,853			\$	264,407	
Fund Balance - Ending	\$			\$	590,956	

### Community Development District Month to Month

	0ct	Nov	Dec		Jan	Feb	1	Mar	Apr	May	Jun		Jul	Aug	Sep	Total
Revenues																
Maintenance Assessments - Off Roll	\$ 159,332 \$	55,387	\$	- \$	55,387	159,332	\$	- \$	125,964	\$ 74,553	\$	- \$	125,964 \$	88,755	\$ 14,203	\$ 858,87
Interest Income	\$ 22 \$	15	\$	8 \$	9 \$	9	\$	17 \$	26	\$ 49	\$ 70	\$	104 \$	131	\$ 115	\$ 57
Reuse Water Fees - Wyndham	\$ 698 \$	1,029	\$ 67	7 \$	1,401	1,596	\$	1,012 \$	1,186	\$ 1,406	\$ 1,225	5 \$	811 \$	1,163	\$ 891	\$ 13,09
Reuse Water Fees - Golf Course	\$ 3,855 \$	623	\$ 1,24	4 \$	1,197	2,232	\$	1,300 \$	2,729	\$ 3,674	\$ 1,511	\$	2,446 \$	1,209	\$ 543	\$ 22,56
Reuse Water Fees - Hilton	\$ 730 \$	265	\$ 34	8 \$	282	346	\$	291 \$	360	\$ 477	\$ 362	2 \$	289 \$	273	\$ 263	\$ 4,2
Reuse Water Fees - Marriott	\$ 369 \$	163	\$ 22	0 \$	313	264	\$	196 \$	224	\$ 259	\$ 227	7 \$	200 \$	149	\$ 133	\$ 2,7
Total Revenues	\$ 165,007 \$	57,482	\$ 2,49	8 \$	58,589	163,779	\$	2,816 \$	130,489	\$ 80,417	\$ 3,395	5 \$	129,814 \$	91,679	\$ 16,146	\$ 902,11
Expenditures:																
General & Administrative:																
Supervisor Fees	\$ 800 \$	600	\$ 80	0 \$	- \$	800	\$	800 \$	600	\$ -	\$ 600	\$	- \$	-	\$ 1,000	\$ 6,00
Engineering Fees	\$ 219 \$	599	\$ 93	4 \$	94 \$	1,823	\$	4,714 \$	3,537	\$ 287	\$ 4,079	\$	11,770 \$	105	\$ 938	\$ 29,0
Trustee Fees	\$ - \$	5,388	\$	- \$	- \$	-	\$	- \$	-	\$ -	\$	- \$	- \$	-	\$ -	\$ 5,3
Legal Services	\$ 1,514 \$	680	\$ 89	8 \$	777	1,569	\$	1,393 \$	1,384	\$ 41	\$ 888	3 \$	- \$	257	\$ 1,378	\$ 10,7
Assessment Roll Services	\$ 3,000 \$	-	\$	- \$	- \$	-	\$	- \$	-	\$ -	\$	- \$	- \$	-	\$ -	\$ 3,0
Auditing Services	\$ - \$	-	\$	- \$	- \$	-	\$	3,100 \$	-	\$ -	\$	- \$	- \$	-	\$ -	\$ 3,1
Arbitrage Rebate Calculation	\$ - \$	450	\$	- \$	- \$	-	\$	- \$	-	\$ -	\$	- \$	- \$	-	\$ -	\$ 4
District Management Fees	\$ 2,825 \$	2,825	\$ 2,82	5 \$	2,825	2,825	\$	2,825 \$	2,825	\$ 2,825	\$ 2,825	5 \$	2,825 \$	2,825	\$ 2,825	\$ 33,9
Information Technology	\$ 83 \$	83	\$ 8	3 \$	83 \$	83	\$	83 \$	83	\$ 83	\$ 83	3 \$	83 \$	83	\$ 83	\$ 1,0
Website Maintenance	\$ 54 \$	54	\$ 5	4 \$	54 \$	5 54	\$	54 \$	54	\$ 54	\$ 54	\$	54 \$	54	\$ 54	\$ 6
Insurance - Professional Liability	\$ 7,135 \$	-	\$	- \$	- \$	-	\$	- \$	-	\$ -	\$	- \$	- \$	-	\$ -	\$ 7,1
Telephone	\$ - \$	-	\$	- \$	- \$	-	\$	- \$	-	\$ -	\$	- \$	- \$	-	\$ -	\$
Legal Advertising	\$ - \$	-	\$	- \$	- \$	-	\$	- \$	-	\$ -	\$	- \$	- \$	4,168	\$ 346	\$ 4,5
Postage	\$ 191 \$	169	\$ 12	9 \$	327	6	\$	151 \$	7	\$ 82	\$ 44	ł \$	7 \$	-	\$ 26	\$ 1,1
Printing & Binding	\$ 79 \$	121	\$ 5	3 \$	49 \$	82	\$	10 \$	1	\$ 2	\$	- \$	6 \$	-	\$ 35	\$ 4
Office Supplies	\$ 18 \$	18	\$ 1	8 \$	0 \$	0	\$	16 \$	0	\$ 1	\$ (	\$	0 \$	-	\$ 0	\$
Bank Fees	\$ 151 \$	154	\$ 15	3 \$	145	137	\$	139 \$	131	\$ 141	\$ 135	5 \$	82 \$	54	\$ -	\$ 1,4
Dues, Licenses & Subscriptions	\$ 175 \$	-	\$	- \$	- \$	-	\$	- \$	-	\$ -	\$	- \$	- \$	-	\$ -	\$ 1
Contingency	\$ - \$	-	\$ 25	3 \$	- 9	-	\$	- \$		\$ -	\$	- \$	68 \$	60	\$ -	\$ 38

\$ 16,244 \$ 11,139 \$

Total General & Administrative:

6,200 \$

4,353 \$

7,380 \$ 13,285 \$

8,624 \$

3,516 \$

8,709 \$ 14,895 \$

7,606 \$

6,687 \$ 108,637

## Community Development District Month to Month

		0ct	Nov	Dec		Jan	Feb	Mar		Apr	May	Jun	Jul	Aug	Sep	Total
Operation and Maintenance																
Field Management	\$	4,748 \$	4,748	\$ 474	8 \$	4,748 \$	4,748 \$	4,748	\$	4,748 \$	4,748 \$	4,748 \$	4,748 \$	4,748 \$	4,748 \$	56,976
Utility Services	•	1,7 10 4	1,7 10	Ψ .,, .	υ ψ	1,7.10 \$	1,7 10 4	1,7 10	Ψ	1,7 10 ψ	ι,, ιο ψ	1,7.10 \$	1,7 10 \$	1,, 10 ψ	1,7 10 \$	50,570
Utility Services	\$	838 \$	65	\$ 1.16	4 \$	1,248 \$	1,315 \$	1,069	\$	1,457 \$	1,015 \$	1,097 \$	1,465 \$	1,382 \$	1,092 \$	13,207
Street Lights - Usage	\$	277 \$		\$ 27		277 \$	- \$	608		336 \$		337 \$	- \$	674 \$	337 \$	3,796
Street Lights - Lease & Maintenance Agreement	\$	5,366 \$	-	\$ 1,41	6 \$	9,316 \$	- \$	9,058	\$	3,924 \$	7,847 \$	3,924 \$	- \$	7,847 \$	3,924 \$	52,621
Water Service - Reuse Water	\$	- \$			0 \$	99 \$	99 \$		\$	3,491 \$		5,265 \$	3,187 \$	5,573 \$	- \$	22,951
SFWMD Water Use Compliance Report	\$	- \$		\$	- \$	- \$	- \$	-	\$	- \$	- \$	- \$	- \$	- \$	- \$	
Stormwater Control - Bonnet Creek Resort																
Oc/Dep Quarterly Well Monitoring Report	\$	- \$	-	\$ 36	4 \$	- \$	- \$	194	\$	- \$	- \$	364 \$	- \$	364 \$	- \$	1,286
Wetland & Upland Monitoring Services - (Bda)	\$	- \$	1,199	\$ 1,57	1 \$	- \$	- \$	1,653	\$	- \$	- \$	- \$	- \$	1,142 \$	- \$	5,565
Pond & Embankment Aquatic Treatment - (Awc)	\$	1,694 \$	-	\$ 1,69	4 \$	- \$	1,694 \$		\$	1,694 \$	1,694 \$	1,694 \$	1,694 \$	1,694 \$	- \$	13,552
Irrigation Pond Treatment - Solitude	\$	228 \$	228	\$ 23	4 \$	234 \$	234 \$	234	\$	234 \$	234 \$	234 \$	234 \$	234 \$	234 \$	2,800
Nuisance/Exotic Species Maintenance - (Awc)	\$	- \$	-	\$	- \$	- \$	- \$	-	\$	- \$	- \$	- \$	- \$	- \$	- \$	
Stormwater Control - Crosby Island Marsh																
Nuisance/Exotic Species Maintenance - (Awc)	\$	- \$	2,500	\$	- \$	- \$	- \$	2,500	\$	- \$	- \$	- \$	- \$	2,500 \$	- \$	7,500
Nuisance/Exotic Species Maintenance - (Bda)	\$	625 \$	53	\$ 26	4 \$	- \$	- \$	16	\$	504 \$	- \$	- \$	- \$	242 \$	- \$	1,705
Embankment Mowing - (A. E. Smith)	\$	- \$	-	\$	- \$	- \$	- \$	-	\$	- \$	- \$	- \$	- \$	- \$	- \$	
Other Physical Environment Property Insurance	\$	9,235 \$	-	\$	- \$	- \$	- \$	_	\$	- \$	- \$	- \$	767 \$	- \$	- \$	10,002
Entry, Fence, Walls & Gates Maintenance	\$	- \$	-	\$	- \$	- \$	- \$	-	\$	- \$	- \$	- \$	- \$	1,599 \$	- \$	1,599
Pump Station Maintenance	\$	412 \$	-	\$ 97	3 \$	- \$	- \$	973	\$	- \$	- \$	973 \$	589 \$	- \$	1,480 \$	5,398
Pump Station Repairs	\$	- \$	-	\$	- \$	- \$	- \$	-	\$	- \$	- \$	- \$	- \$	- \$	- \$	
Landscape & Irrigation Maintenance	\$	16,500 \$	16,500	\$ 16,50	0 \$	16,500 \$	16,500 \$	16,500	\$	16,500 \$	16,500 \$	16,500 \$	16,500 \$	16,500 \$	16,500 \$	198,000
Irrigation Repairs	\$	493 \$	468	\$	- \$	- \$	- \$	381	\$	- \$	667 \$	- \$	563 \$	945 \$	528 \$	4,044
Landscape Replacement	\$	1,260 \$	-	\$ 4,57	1 \$	- \$	1,960 \$	-	\$	- \$	1,920 \$	- \$	4,993 \$	- \$	5,660 \$	20,364
Lift Station Maintenance	\$	- \$	-	\$ 30	0 \$	- \$	- \$	300	\$	- \$	- \$	300 \$	65 \$	- \$	300 \$	1,265
Road & Street Facilities																
Roadway Repair & Maintenance	\$	- \$	-	\$ 1,64	0 \$	1,310 \$	- \$	-	\$	2,150 \$	3,232 \$	- \$	- \$	- \$	521 \$	8,853
Highway Directional Signage - (R&M)	\$	1,125 \$	-	\$	- \$	- \$	- \$	-	\$	- \$	- \$	- \$	- \$	- \$	- \$	1,125
Roadway Directory Signage - (R&M)	\$	- \$	2,235	\$ 2,23	5 \$	- \$	- \$	-	\$	- \$	- \$	- \$	- \$	- \$	- \$	4,470
Sidewalk/Curb Cleaning	\$	- \$	-	\$	- \$	- \$	- \$	-	\$	- \$		- \$	- \$	11,052 \$	- \$	11,052
Contingency	\$	- \$	276	\$ 10,48	4 \$	6,274 \$	2,490 \$	346	\$	- \$	25 \$	728 \$	39 \$	- \$	- \$	20,662
Total Operation and Maintenance	\$	42,800 \$	30,311	\$ 48,52	5 \$	40,006 \$	29,040 \$	38,678	\$	35,039 \$	41,567 \$	36,164 \$	34,843 \$	56,496 \$	35,323 \$	468,792
Total Expenditures	\$	59,043 \$	41,450	\$ 54,72	5 \$	44,359 \$	36,420 \$	51,963	\$	43,663 \$	45,083 \$	44,873 \$	49,739 \$	64,102 \$	42,010 \$	577,430
Excess Revenues (Expenditures)	\$	105,964 \$	16,032	\$ (52,22	6) \$	14,229 \$	127,359 \$	(49,147)	\$	86,826 \$	35,334 \$	(41,478) \$	80,075 \$	27,577 \$	(25,864) \$	324,681
Other Financing Sources/(Uses)											- <del></del>		- <del></del>			
Transfer Out - Capital Reserve	\$	- \$	-	\$	- \$	- \$	- \$	33,898	\$	- \$	200,000 \$	- \$	100,000 \$	203,153 \$	- \$	537,051
Total Other Financing Sources (Uses)	\$	- \$	-	\$	- \$	- \$	- \$	33,898	\$	- \$	200,000 \$	- \$	100,000 \$	203,153 \$	- \$	537,051

### **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	\$1,038,531										
RESERVE BALANCE	\$1,038,531										
BONDS OUTSTANDING - 10/31/16 LESS: PRINCIPAL PAYMENT 5/1/17 LESS: PRINCIPAL PAYMENT 5/1/18 LESS: PRINCIPAL PAYMENT 5/1/19 LESS: PRINCIPAL PAYMENT 5/1/20 LESS: PRINCIPAL PAYMENT 5/1/21 LESS: PRINCIPAL PAYMENT 5/1/22		\$25,605,000 (\$945,000) (\$990,000) (\$1,035,000) (\$1,080,000) (\$1,130,000) (\$1,180,000)									
CURRENT BONDS OUTSTANDING		\$19.245.000									

## Community Development District OFF ROLL ASSESSMENTS FISCAL YEAR ENDING SEPTEMBER 30, 2022

#### Wyndham Vacation Ownership, Inc.

DATE	Check	DUE	AMOUNT	NET AMOUNT	AMOUNT	GENERAL FUND	SERIES 2016
RECEIVED	Num	DATE	BILLED	RECEIVED	DUE		
10/8/21	2169032	10/1/21	\$163,144.49	\$163,144.49	\$0.00	\$0.00	\$163,144.49
10/19/21	2169792	10/30/21	\$125,963.69	\$125,963.69	\$0.00	\$125,963.69	\$0.00
2/3/22	2175404	2/1/22	\$125,963.69	\$125,963.69	\$0.00	\$125,963.69	\$0.00
4/21/22	2178616	4/1/22	\$582,043.54	\$582,043.54	\$0.00	\$0.00	\$582,043.54
4/21/22	2179825	4/30/22	\$125,963.69	\$125,963.69	\$0.00	\$125,963.69	\$0.00
7/26/22	2185098	8/1/22	\$125,963.69	\$125,963.69	\$0.00	\$125,963.69	\$0.00
			\$1,249,042.79	\$1,249,042.79	\$0.00	\$503,854.76	\$745,188.03

#### Wyndham Vacation Ownership, Inc.

DATE RECEIVED	Check Num	DUE DATE	AMOUNT BILLED	NET AMOUNT RECEIVED	AMOUNT DUE	GENERAL FUND	SERIES 2016
10/8/21	2169032	10/1/21	\$47,831.76	\$47,831.76	\$0.00	\$0.00	\$47,831.76
10/19/21	2169792	10/30/21	\$14,202.75	\$14,202.75	\$0.00	\$14,202.75	\$0.00
2/24/22	44433	2/1/22	\$14,202.75	\$14,202.75	\$0.00	\$14,202.75	\$0.00
3/25/22	44685	4/1/22	\$170,647.30	\$170,647.30	\$0.00	\$0.00	\$170,647.30
10/4/22	315001491	4/30/22	\$14,202.75	\$14,202.75	\$0.00	\$14,202.75	\$0.00
8/2/22	315000802	8/1/22	\$14,202.75	\$14,202.75	\$0.00	\$14,202.75	\$0.00
			\$275,290.06	\$275,290.06	\$0.00	\$56,811.00	\$218,479.06

#### JW Marriott

DATE	Check	DUE	AMOUNT	NET AMOUNT	AMOUNT	GENERAL FUND	SERIES 2016
RECEIVED	Num	DATE	BILLED	RECEIVED	DUE		
10/20/21	11617121	10/1/21	\$64,544.51	\$64,544.51	\$0.00	\$0.00	\$64,544.51
10/25/21	11617120	10/30/21	\$19,165.82	\$19,165.82	\$0.00	\$19,165.82	\$0.00
2/3/22	11757683	2/1/22	\$19,165.82	\$19,165.82	\$0.00	\$19,165.82	\$0.00
3/25/22	11820631	4/1/22	\$230,272.65	\$230,272.65	\$0.00	\$0.00	\$230,272.65
5/10/22	11886311	4/30/22	\$19,165.82	\$19,165.82	\$0.00	\$19,165.82	\$0.00
8/9/22	12012735	8/1/22	\$19,165.82	\$19,165.82	\$0.00	\$19,165.82	\$0.00
		•	\$371,480.44	\$371,480.44	\$0.00	\$76,663.28	\$294,817.16

#### G/B/H Golf Course

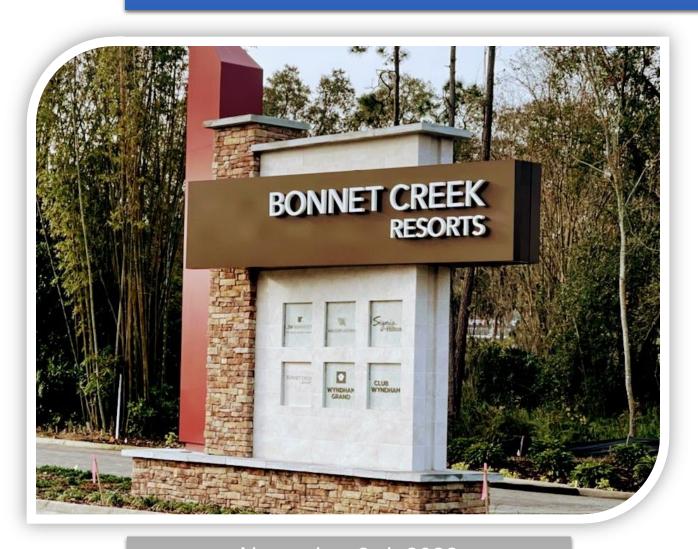
DATE RECEIVED	Check Num	DUE DATE	AMOUNT BILLED	NET AMOUNT RECEIVED	AMOUNT DUE	GENERAL FUND	SERIES 2016
9/28/21	6001654	10/1/21	\$35.920.25	\$35.920.25	\$0.00	\$0.00	\$35.920.25
11/5/21	1007164	10/30/21	\$10,665.09	\$10,665.09	\$0.00	\$10,665.09	\$0.00
1/21/22	1007314	2/1/22	\$10,665.09	\$10,665.09	\$0.00	\$10,665.09	\$0.00
4/4/22	1007476	4/1/22	\$128,151.13	\$128,151.13	\$0.00	\$0.00	\$128,151.13
5/3/22	1007543	4/30/22	\$10,665.09	\$10,665.09	\$0.00	\$10,665.09	\$0.00
8/9/22	1007745	8/1/22	\$10,665.09	\$10,665.09	\$0.00	\$10,665.09	\$0.00
			\$206,731.74	\$206,731.74	\$0.00	\$42,660.36	\$164,071.38

#### G/B/H Four Star

DATE	Check	DUE	AMOUNT	NET AMOUNT	AMOUNT	GENERAL FUND	SERIES 2016
RECEIVED	Num	DATE	BILLED	RECEIVED	DUE		
9/28/21	6001654	10/1/21	\$150,603.78	\$150,603.78	\$0.00	\$0.00	\$150,603.78
11/5/21	1007164	10/30/21	\$44,721.68	\$44,721.68	\$0.00	\$44,721.68	\$0.00
1/21/22	1007314	2/1/22	\$44,721.68	\$44,721.68	\$0.00	\$44,721.68	\$0.00
4/4/22	1007476	4/1/22	\$537,302.58	\$537,302.58	\$0.00	\$0.00	\$537,302.58
5/3/22	1007543	4/30/22	\$44,721.68	\$44,721.68	\$0.00	\$44,721.68	\$0.00
8/9/22	1007745	8/1/22	\$44,721.68	\$44,721.68	\$0.00	\$44,721.68	\$0.00
			\$866,793.08	\$866,793.08	\$0.00	\$178,886.72	\$687,906.36
		•					
					TOTAL	\$858,876.12	\$2,110,461.99

# SECTION D

Field Management Report



November 3rd, 2022
Clayton Smith – Field Services
Manager
GMS

## Completed

## Landscape Installations



- Grasses were installed on both sides of the entryway along Chelonia.
- Fakahatchee were planted on both sides to fill in open areas.



- Annual change out was completed for fall annuals.
- These will stay in place until the winter change out.

### Site Items

### Landscape Items



- Spray and remove all winter weeds.
- Trim all hedge lines along Chelonia.
- Continued removal of dead bamboo, trash, and Magnolia debris from the roadway.
- Turf quality improvements with iron treatments.



## **InProgress**

### Sign Cleaning



- All entrance signage needs to be pressure washed to remove dirt and algae.
- Adjust glass sign protectors using spacers to prevent dirt and moisture buildup.



### **Upcoming**

### Chlorine Filtration System



- ♣ Excessive algae is building up on the pump house filter requiring more frequent cleanings.
- ♣ Working with vendor to generate a proposal to install a chlorine filtration system based off their recommendation.

# Conclusion

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

Respectfully,

Clayton Smith

# SECTION 1



#### **SERVICES CONTRACT**

**CUSTOMER NAME: Bonnett Creek CDD** 

SUBMITTED TO: Clayton Smith

CONTRACT EFFECTIVE DATE: December 1, 2022, through November 30, 2023

SUBMITTED BY: Camila Morao

SERVICES: Annual Maintenance Service Renewal for One (1) Irrigation Pond 1342 LF, 1.66 Acres

This agreement (the "Agreement") is made as of the date indicated above and is by and between SOLitude Lake Management, LLC ("SOLitude" or the "Company") and the customer identified above (the "Customer") on the terms and conditions set forth in this Agreement.

- 1. <u>The Services</u>. SOLitude will provide services at the Customer's property as described in Schedule A attached hereto:
- 2. PAYMENT TERMS. The Annual Contract Price is \$2,808.00. SOLitude shall invoice Customer \$234.00 per month for the Services to be provided under this Agreement. The term of this agreement is for a period of twelve (12) months, with payment invoiced on the first day of each month, reminding them that a contract payment is due by the end of that same month. The customer is obligated to pay each monthly contract payment per the terms of this contract, without any obligation on the part of SOLitude to invoice or send any other sort of reminder or notice. Due to the seasonality of these services, and the disproportionate amount of time and materials dedicated to providing these services during some times of the year as compared to others, based on the season, weather patterns, and other natural factors, the amount billed and paid to date is not necessarily equivalent to the amount of work performed to date. The Customer will be liable for any returned check fees and any collection costs, including reasonable attorney fees and court costs, for any invoices not otherwise timely paid, and interest at the rate of 1% per month may be added to all unpaid invoices. Should the work performed be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly covered by this contract, the customer will be invoiced and responsible for paying said additional taxes in addition to the contract price and other fees above. SOLitude shall be reimbursed by the customer for any non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on SOLitude by the customer that are not covered specifically by the written specifications of this contract.
- 3. <u>TERM AND EXPIRATION</u>. This Agreement is for an annual management program as described in the Schedule A attached. Any additional services will be provided only upon additional terms as agreed to by the parties in writing. Contract will automatically renew annually at the end of the contract effective

Services Contract Bonnett Creek CDD (5006) - CM Page 2 of 8



date for subsequent one (1) year terms, with a four percent (4%) escalation in the Annual Contract Price each year, under the same terms, specifications, and conditions as set forth by this contract, unless either party gives written notice of cancellation thirty (30) days prior to the termination date of this contract, or subsequent renewal contracts.

- 4. <u>PRICING.</u> The Company reserves the right to annually increase the amount charged for the services beyond the escalation percentage stated in the TERM AND EXPIRATION above, which shall be communicated by written notice to the Customer, which notice may be by invoice.
- 5. <u>TERMINATION.</u> If SOLitude terminates your service for nonpayment or other default before the end of the Services Contract, if the Customer terminates this Services Contract for any reason other than in accordance with the cancellation policy outlined above, or in the event this Contract does not automatically renew and the customer terminates it before the termination date, Customer agrees to pay SOLitude, in addition to all other amounts owed, an Early Termination Fee in the amount specified below ("Early Termination Fee"). The Customer's Early Termination Fee will be 50% of the remaining value of the Contracted Price. The Early Termination Fee is not a penalty, but rather a charge to compensate SOLitude for the Customer's failure to satisfy the Services Contract on which the Customer's rate plan is based.
- 6. <u>INSURANCE AND LIMITATION OF LIABILITY</u>. SOLitude will maintain general liability and property damage insurance as necessary given the scope and nature of the Services. The Company will be responsible for those damages, claims, causes of action, injuries or legal costs to the extent of its own direct negligence or misconduct, and then only to an amount not to exceed the annual value of this Agreement. In no event will any party to this Agreement be liable to the other for incidental, consequential or purely economic damages.
- 7. <u>FORCE MAJEURE</u>. The Company shall not be liable for any delay in performing the Services, nor liable for any failure to provide the Services, due to any cause beyond its reasonable control.
- 8. <u>ANTI-CORRUPTION AND BRIBERY.</u> Each party represents that neither it nor anyone acting on its behalf has offered, given, requested or accepted any undue financial or other advantage of any kind in entering into this Agreement, and that it will comply with all applicable laws and regulations pertaining to corruption, competition and bribery in carrying out the terms and conditions of this Agreement.
- 9. <u>GOVERNING LAW</u>. This Agreement shall be governed and construed in accordance with the laws of the state in which the Services are performed.
- 10. <u>ENTIRE AGREEMENT</u>. This Agreement constitutes the entire agreement between the parties with respect to the subject matter and replaces any prior agreements or understandings, whether in writing or

Services Contract Bonnett Creek CDD (5006) - CM Page 3 of 8



otherwise. This Agreement may not be modified or amended except by written agreement executed by both parties. In the event that any provision of this Agreement is determined to be void, invalid, or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected.

- 11. <u>NOTICE</u>. Any written notice provided under this Agreement may be sent via overnight mail, certified mail, hand delivery or electronic mail with delivery confirmation, to the individuals and addresses listed below.
- 12. <u>BINDING</u>. This Agreement shall inure to the benefit of and be binding upon the legal representatives and successors of the parties.
- 13. <u>FUEL/TRANSPORTATION SURCHARGE</u>. Like many other companies that are impacted by the price of gasoline, a rise in gasoline prices may necessitate a fuel surcharge. As such, the Company reserves the right to add a fuel surcharge to Customer's invoice for any increase in the cost of fuel as measured above the same time period in the prior year (by the National U.S. Average Motor Gasoline-Regular Fuel Price per Gallon Index reported by the U.S. Department of Energy). The surcharge may be adjusted monthly (up or down) with the price of gasoline.
- 14. <u>DISCLAIMER</u>. SOLitude is not responsible for the failure of any treatment, equipment installation, or other work that result from dam or other structural failures, severe weather and storms, flooding, or other acts of God that are outside of the control of SOLitude.

Customers understands and acknowledges that there are irrigation restrictions associated with many of the products used to treat lakes and ponds. The customer is responsible for notifying SOLitude in advance of the contract signing and the start of the contract if they utilize any of the water in their lakes or ponds for irrigation purposes. The customer accepts full responsibility for any issues that may arise from the irrigation of turf, ornamentals, trees, crops, or any other plants as a result of treated water being used by the customer for irrigation without the consent or knowledge of SOLitude.

Although there is rarely direct fish toxicity with the products used for treatment when applied at the labeled rate, or the installation and normal operation of the equipment we install, there is a risk under certain circumstances of significant dissolved oxygen drops. This risk is most severe in times of extremely hot weather and warm water temperatures, as these are the conditions during which dissolved oxygen levels are naturally at their lowest levels. Oftentimes lakes and ponds will experience natural fish kills under these conditions even if no work is performed. Every effort, to include the method and timing of application, the choice of products and equipment used, and the skill and training of the staff, is made to avoid such problems. However, the customer understands and accepts that there is always a slight risk of the occurrence of adverse conditions outside the control of SOLitude that will result in the death of some fish and other aquatic life. The customer also understands and accepts that similar risks would remain even if no work was performed. The customer agrees to hold SOLitude harmless for any issues with fish or

Services Contract Bonnett Creek CDD (5006) - CM Page 4 of 8



other aquatic life which occur as described above, or are otherwise outside the direct control of SOLitude, unless there is willful negligence on the part of SOLitude.

- 15. <u>NONPERFORMANCE</u>. In the case of any default on the part of the Company with respect to any of the terms of this Agreement, the Customer shall give written notice thereof, and if said default is not made good within (30) Thirty Days, the Customer shall notify the Company in writing that there has been a breach of the Agreement. The Company in case of such breach shall be entitled to receive payment only for work completed prior to said breach, so long as the total paid hereunder does not exceed the Contract sum.
- 16. <u>E-Verify</u>. Solitude Lake Management LLC utilizes the federal E-Verify program in contracts with public employers as required by Florida State law, and acknowledges all the provisions of Florida Statute 448.095 are incorporated herein by reference and hereby certifies it will comply with the same.

Services Contract Bonnett Creek CDD (5006) - CM Page 5 of 8



#### ACCEPTED AND APPROVED:

Virginia Beach, VA 23453

SOLITUDE LAKE MANAGEMENT, LLC.	Bonnett Creek CDD
Signature:	Signature:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:
Please Remit All Payments to:	Customer's Address for Notice Purposes:
1320 Brookwood Drive Suite H Little Rock AR 72202	
Please Mail All Contracts to:	
2844 Crusader Circle, Suite 450	



#### **SCHEDULE A - SERVICES**

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

- 1. Pond(s) will be inspected on a **two (2) times per month** basis.
- 2. Any growth of undesirable aquatic weeds and vegetation found in the pond(s) with each inspection shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required to control the specific varieties of aquatic weeds and vegetation found in the pond(s) at the time of application.
- 3. Invasive and unwanted submersed and floating vegetation will be treated and controlled preventatively and curatively each spring and early summer through the use of systemic herbicides at the rate appropriate for control of the target species. Application rates will be designed to allow for selective control of unwanted species while allowing for desirable species of submersed and emergent wetland plants to prosper.

#### Shoreline Weed Control:

- 1. Shoreline areas will be inspected on a two (2) times per month basis.
- 2. Any growth of cattails, phragmites, or other unwanted shoreline vegetation found within the pond areas shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required for control of the plants present at time of application.
- 3. Any growth of unwanted plants or weeds growing in areas where stone has been installed for bank stabilization and erosion control shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required to control the unwanted growth present at the time of application.

#### Pond Algae Control:

- 1. Pond(s) will be inspected on a **two (2) times per month** basis.
- 2. Any algae found in the pond(s) with each inspection shall be treated and controlled through the application of algaecides, aquatic herbicides, and aquatic surfactants as needed for control of the algae present at the time of service.

#### Water Quality Monitoring:

. Pond water samples will be taken and tested **one (1) time per year** for the following parameters:

Temperature Dissolved Oxygen pH

1. The results of the tests along with recommendations and analysis of the results will be provided to the Customer in a written report following each testing period.



2. Any data collected that needs immediate action to resolve an issue will be brought to the Customer's attention at once.

#### Trash Removal:

Trash and light debris will be removed from the pond(s) with each service and disposed
off site. Any large item or debris that is not easily and reasonably removable by one
person during the routine visit will be removed with the Customer's approval for an
additional fee. Routine trash and debris removal services are for the pond areas only,
and do not include any trash or debris removal from the surrounding terrestrial (dry land)
areas.

#### Service Reportina:

1. Customer will be provided with a monthly service report detailing all of the work performed as part of this contract.

#### Permittina (when applicable):

- 1. SOLitude staff will be responsible for the following:
  - a. Obtaining any Federal, state, or local permits required to perform any work specified in this contract where applicable.
  - b. Attending any public hearings or meetings with regulators as required in support of the permitting process.
  - c. Filing of any notices or year-end reports with the appropriate agency as required by any related permit.
  - d. Notifying the Customer of any restrictions or special conditions put on the site with respect to any permit received, where applicable.

#### Customer Responsibilities (when applicable):

- 1. Customer will be responsible for the following:
  - a. Providing information required for the permit application process upon request.
  - b. Providing Certified Abutters List for abutter notification where required.
  - c. Perform any public filings or recordings with any agency or commission associated with the permitting process, if required.
  - d. Compliance with any other special requirements or conditions required by the local municipality.
  - e. Compliance and enforcement of temporary water-use restrictions where applicable.

Services Contract Bonnett Creek CDD (5006) - CM Page 8 of 8



#### **General Qualifications:**

- 1. Company is a licensed pesticide applicator in the state in which service is to be provided.
- 2. Individual Applicators are Certified Pesticide Applicators in Aquatics, Public Health, Forestry, Right of Way, and Turf/Ornamental as required in the state in which service is to be provided.
- 3. Company is a SePRO Preferred Applicator and dedicated Steward of Water. Each individual applicator has been trained and educated in the water quality testing and analysis required for prescriptive site-specific water quality management and utilizes an integrated approach that encompasses all aspects of ecologically balanced management. Each applicator has received extensive training in the proper selection, use, and application of all aquatic herbicides, algaecides, adjuvants, and water quality enhancement products necessary to properly treat our Customers' lakes and ponds as part of an overall integrated pest management program.
- 4. Company guarantees that all products used for treatment are EPA registered and labeled as appropriate and safe for use in lakes, ponds, and other aquatic sites, and are being applied in a manner consistent with their labeling.
- 5. All pesticide applications made directly to the water or along the shoreline for the control of algae, aquatic weeds, or other aquatic pests as specified in this contract will meet or exceed all of the Company's legal regulatory requirements as set forth by the EPA and related state agencies for NPDES and FIFRA. Company will perform treatments that are consistent with NPDES compliance standards as applicable in and determined by the specific state in which treatments are made. All staff will be fully trained to perform all applications in compliance with all federal, state, and local law.
- 6. Company will furnish the personnel, vehicles, boats, equipment, materials, and other items required to provide the foregoing at its expense.