

*Bonnet Creek Resort Community  
Development District*

*Agenda*

*June 1, 2023*

# AGENDA

# ***Bonnet Creek Resort***

## ***Community Development District***

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

May 25, 2023

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, June 1, 2023 at 1:30 p.m. at the JW Marriott Orlando Bonnet Creek Resort, 14900 Chelonia Parkway, Orlando, FL 32821.** Following is the advance agenda for the meeting:

1. Roll Call
2. Public Comment Period
3. Approval of Minutes of the April 6, 2023 Board of Supervisors Meeting
4. Consideration of Resolution 2023-05 Approving the Proposed Fiscal Year 2024 Budget and Setting a Public Hearing
5. Ratification of Work Authorization from DWMA for Annual Engineer's Report
6. Consideration of Resolution 2023-06 Establishing Bank Account Signatories
7. Consideration of Resolution 2023-07 Appointing an Assistant Treasurer
8. Consideration of Proposal from Terracon for Crosby Island Berm Repair
9. Consideration of Proposals for Chelonia Parkway Repairs
  - A. Terracon
  - B. PSI
10. Sign Construction Update
  - A. Engineer Update on Sign Construction
  - B. Status of Remedial Activities
11. Staff Reports
  - A. Attorney
  - B. Engineer
  - C. District Manager's Report
    - i. Consideration of Check Register
    - ii. Balance Sheet and Income Statement
    - iii. Presentation of Number of Registered Voters: 0
    - iv. Reminder of Form 1 Filing Requirement Deadline: July 1<sup>st</sup>
  - D. Field Manager's Report
    - i. Consideration of Proposal for Crosby Island Marsh Clearing
    - ii. Consideration of Yellowstone Proposal for Landscape Infill
12. Supervisor's Requests
13. Other Business

14. Adjournment

Sincerely,

**George Flint**

George S. Flint  
District Manager

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

# MINUTES

MINUTES OF MEETING  
BONNET CREEK RESORT  
COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Bonnet Creek Resort Community Development District was held Thursday, April 6, 2023 at 2:00 p.m. in the Brevard Meeting Room at the \Wyndham bonnet Creek, 956- Via Encinas, Orlando, Florida.

Present and constituting a quorum were:

Fred Sawyers	Secretary
Herb Von Kluge	Assistant Secretary
Richard Scinta	Assistant Secretary

Also present were:

George Flint	District Manager
Jan Carpenter	District Counsel
Jim Nugent	District Engineer
Clayton Smith	Field Manager

*The following is a summary of the discussions and actions taken at the April 6, 2023 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 February 2, 2023 Meeting**

On MOTION by Mr. Sawyers seconded by Mr. Scinta with all in favor the minutes of the February 2, 2023 meeting were approved as presented.
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**FOURTH ORDER OF BUSINESS**

**Review and Acceptance of Fiscal Year 2022  
Audit Report**

Mr. Flint stated there were no current or prior year findings or recommendations and we have complied with the provisions of the auditor general and it is clean audit.

On MOTION by Mr. Sawyers seconded by Mr. Von Kluge with all in favor the Fiscal Year 2022 Audit was accepted and staff authorized to transmit the final report to the State of Florida.

**FIFTH ORDER OF BUSINESS**

**Consideration of Subordination of  
Encumbrances to Property Rights to Orange  
County**

Mr. Nugent stated this is related to an Orange County utility easement; they are requiring a new potable water meter at the Signia expansion.

Ms. Carpenter stated as part of Orange County's review they pull a title report and our notice of lien that we had bonds came up and we can't lien or assess any governmental entity, so we have to subordinate our lien saying it is below the lien of Orange County.

On MOTION by Mr. Von Kluge seconded by Mr. Scinta with all in favor the subordination of encumbrances to property rights to Orange County was approved.

**SIXTH ORDER OF BUSINESS**

**Consideration of Proposal to Add  
Chlorinator to Pump Station**

Mr. Smith stated we have been working with Pro Pumps to increase some of our maintenance intervals more than our previous contract indicated. The filter is getting gummed up quicker than our normal maintenance interval so we increased it and now it is happening more often. Pro Pump has recommended that we add a chlorinator to the system then we can go to a more regular maintenance interval.

On MOTION by Mr. Sawyers seconded by Mr. Von Kluge with all in favor the proposal from Pro Pump in the amount of \$26,864.32 was approved.

**SEVENTH ORDER OF BUSINESS****Consideration of Maintenance and Indemnification Agreement with G/B/H Four Star, LLC**

Ms. Carpenter stated this came up at the last meeting that Hilton was looking to keep two of the temporary bridges. We drafted it based on the agreement that we had with them during construction of the temporary bridges and added some other protections. There is a third bridge they would like to keep permanent. I attached a map for the two bridges, the third bridge attaches the event lawn to an island. We will add that to the agreement.

There was no public present to provide comment.

On MOTION by Mr. Scinta seconded by Mr. Von Kluge with all in favor the maintenance and indemnification agreement with G/B/H Four Star, LLC was approved in substantial form and the Chairman or Vice Chairman were authorized to review and approve the final agreement.

**EIGHTH ORDER OF BUSINESS****Sign Construction Update****A. Engineer Update on Sign Construction**

Mr. Nugent stated Disney submitted a notification to the Corp of Engineers to formally add the impact for the signs to their long-term permit on March 3<sup>rd</sup>. We can't move forward with finalizing the landscaping until we are formally approved by the Corp.

**B. Status of Remedial Activities**

Mr. Nugent stated Herb met me at Crosby Island Marsh, things are drying out a little bit and we were able to look at the condition of the berm and I will reach out to Terracon and share that information with them and try to get a site meeting set up to view it and come with repair recommendations for the berm.

**NINTH ORDER OF BUSINESS****Staff Reports****A. Attorney****i. Update Regarding FDOT**

Ms. Carpenter stated the appraiser for the I-4 widening has been retained and he was out at Celebration and Reunion, didn't mention if he looked at Bonnet Creek yet or not. No one has filed a lawsuit for a taking so we are waiting until we get some communication.



**B. Engineer**

There being none, the next item followed.

**C. District Manager's Report**

**i. Consideration of Check Register**

On MOTION by Mr. Sawyers seconded by Mr. Scinta with all in favor the check register was approved.
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**ii. Balance Sheet and Income Statement**

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

**D. Field Manager's Report**

Mr. Smith reviewed the field manager's report, copy of which was included in the agenda package.

**TENTH ORDER OF BUSINESS**

**Supervisor's Requests**

There being none, the next item followed.

**ELEVENTH ORDER OF BUSINESS**

**Other Business**

There being none, the next item followed.

**TWELFTH ORDER OF BUSINESS**

**Adjournment**

On MOTION by Mr. Sawyers seconded by Mr. Scinta with all in favor the meeting adjourned at 2:37 p.m.
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Secretary/Assistant Secretary

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Chairman/Vice Chairman

## SECTION IV

## RESOLUTION 2023-05

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BONNET CREEK RESORT COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2023/2024 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the District Manager has heretofore prepared and submitted to the Board of Supervisors (“**Board**”) of the Bonnet Creek Resort Community Development District (“**District**”) prior to June 15, 2023, a proposed budget (“**Proposed Budget**”) for the fiscal year beginning October 1, 2023 and ending September 30, 2024 (“**Fiscal Year 2023/2024**”); and

**WHEREAS**, the Board has considered the Proposed Budget and desires to set the required public hearing thereon.

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

1. **PROPOSED BUDGET APPROVED.** The Proposed Budget prepared by the District Manager for Fiscal Year 2023/2024 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

2. **SETTING A PUBLIC HEARING.** A public hearing on said approved Proposed Budget is hereby declared and set for the following date, hour and location:

DATE: September 7, 2023

HOOR: 1:30 p.m.

LOCATION: JW Marriott Orlando Bonnet Creek Resort  
14900 Chelonia Parkway  
Orlando, FL 32821

3. **TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENT.** The District Manager is hereby directed to submit a copy of the Proposed Budget to Orange County at least 60 days prior to the hearing set above.

4. **POSTING OF PROPOSED BUDGET.** In accordance with Section 189.016, *Florida Statutes*, the District’s Secretary is further directed to post the approved Proposed Budget on the District’s website at least two days before the budget hearing date as set forth in Section 2, and shall remain on the website for at least 45 days.

5. **PUBLICATION OF NOTICE.** Notice of this public hearing shall be published in the manner prescribed in Florida law.

6. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

7. **EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED THIS 1<sup>st</sup> DAY OF JUNE, 2023.**

ATTEST:

**BONNET CREEK RESORT  
COMMUNITY DEVELOPMENT  
DISTRICT**

\_\_\_\_\_  
Secretary

By:\_\_\_\_\_  
Its:\_\_\_\_\_

***Bonnet Creek Resort***  
***Community Development District***

***Proposed Budget***  
***FY 2024***



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# Bonnet Creek Resort

## Community Development District

### Proposed Budget

### General Fund

	Adopted Budget FY2023	Actuals Thru 4/30/23	Projected Next 5 Months	Projected Thru 9/30/23	Proposed Budget FY2024
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#### **Revenues**

Maintenance Assessments - Off Roll	\$ 944,764	\$ 493,464	\$ 451,299	\$ 944,764	\$ 944,764
Interest Income	\$ 100	\$ 477	\$ 300	\$ 777	\$ 1,000
Reuse Water Fees - Wyndham	\$ 10,000	\$ 7,722	\$ 5,000	\$ 12,722	\$ 13,000
Reuse Water Fees - Golf Course	\$ 27,000	\$ 14,966	\$ 11,250	\$ 26,216	\$ 27,000
Reuse Water Fees - Signia by Hilton & Waldorf Astoria	\$ 4,000	\$ 2,410	\$ 2,250	\$ 4,660	\$ 5,000
Reuse Water Fees - Marriott	\$ 2,000	\$ 2,513	\$ 1,750	\$ 4,263	\$ 4,500
<b>Total Revenues</b>	<b>\$ 987,864</b>	<b>\$ 521,552</b>	<b>\$ 471,849</b>	<b>\$ 993,401</b>	<b>\$ 995,264</b>

#### **Expenditures**

##### General & Administrative

Supervisor Fees	\$ 8,000	\$ 2,600	\$ 4,000	\$ 6,600	\$ 8,000
Engineering Fees	\$ 20,000	\$ 6,043	\$ 10,000	\$ 16,043	\$ 20,000
Trustee Fees	\$ 6,000	\$ 5,388	\$ -	\$ 5,388	\$ 6,000
Legal Services	\$ 20,000	\$ 6,922	\$ 5,000	\$ 11,922	\$ 20,000
Assessment Roll Services	\$ 3,000	\$ 3,000	\$ -	\$ 3,000	\$ 3,180
Auditing Services	\$ 3,225	\$ 3,225	\$ -	\$ 3,225	\$ 3,225
Arbitrage Rebate Calculation	\$ 450	\$ 450	\$ -	\$ 450	\$ 450
District Management Fees	\$ 35,596	\$ 20,764	\$ 14,832	\$ 35,596	\$ 37,732
Information Technology	\$ 1,250	\$ 729	\$ 521	\$ 1,250	\$ 1,350
Website Maintenance	\$ 813	\$ 474	\$ 339	\$ 813	\$ 900
Insurance - Professional Liability	\$ 8,562	\$ 7,670	\$ -	\$ 7,670	\$ 8,562
Telephone	\$ 100	\$ -	\$ -	\$ -	\$ 100
Legal Advertising	\$ 2,100	\$ 782	\$ 1,500	\$ 2,282	\$ 2,100
Postage	\$ 1,900	\$ 107	\$ 100	\$ 207	\$ 1,900
Printing & Binding	\$ 1,200	\$ 23	\$ 25	\$ 48	\$ 1,200
Office Supplies	\$ 300	\$ 3	\$ 5	\$ 8	\$ 300
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ -	\$ 175	\$ 175
Contingency	\$ 2,000	\$ 71	\$ 500	\$ 571	\$ 2,000
<b>Total Administrative:</b>	<b>\$ 114,671</b>	<b>\$ 58,426</b>	<b>\$ 36,821</b>	<b>\$ 95,247</b>	<b>\$ 117,174</b>

# Bonnet Creek Resort

## Community Development District

### Proposed Budget

### General Fund

	Adopted Budget FY2023	Actuals Thru 4/30/23	Projected Next 5 Months	Projected Thru 9/30/23	Proposed Budget FY2024
<i>Operations &amp; Maintenance</i>					
Field Management	\$ 56,976	\$ 33,236	\$ 23,740	\$ 56,976	\$ 56,976
<b>Utility Services</b>					
Utility Services	\$ 14,000	\$ 6,882	\$ 5,000	\$ 11,882	\$ 14,000
Street Lights - Usage	\$ 4,200	\$ 2,642	\$ 2,150	\$ 4,792	\$ 5,400
Street Lights - Lease & Maintenance Agreement	\$ 66,000	\$ 27,477	\$ 23,750	\$ 51,227	\$ 66,000
Water Service - Reuse Water	\$ 43,000	\$ 19,377	\$ 20,000	\$ 39,377	\$ 43,000
SFWMD Water Use Compliance Report	\$ 5,000	\$ -	\$ -	\$ -	\$ 5,000
<b>Stormwater Control - Bonnet Creek Resort</b>					
Oc/Dep Quarterly Well Monitoring Report	\$ 1,500	\$ 728	\$ 728	\$ 1,456	\$ 1,500
Wetland & Upland Monitoring Services - (Bda)	\$ 3,000	\$ -	\$ 1,500	\$ 1,500	\$ 5,000
Pond & Embankment Aquatic Treatment - (Awc)	\$ 15,396	\$ 6,776	\$ 8,470	\$ 15,246	\$ 15,858
Irrigation Pond Treatment - Solitude	\$ 2,926	\$ 1,639	\$ 1,170	\$ 2,809	\$ 2,892
Nuisance/Exotic Species Maintenance - (Awc)	\$ 11,000	\$ -	\$ 4,000	\$ 4,000	\$ 11,000
<b>Stormwater Control - Crosby Island Marsh</b>					
Nuisance/Exotic Species Maintenance - (Awc)	\$ 7,500	\$ 2,500	\$ 5,000	\$ 7,500	\$ 7,725
Nuisance/Exotic Species Maintenance - (Bda)	\$ 4,500	\$ 2,271	\$ 1,000	\$ 3,271	\$ 4,500
Embankment Mowing - (A. E. Smith)	\$ 6,000	\$ -	\$ 6,000	\$ 6,000	\$ 6,000
<b>Other Physical Environment</b>					
Property Insurance	\$ 12,500	\$ 13,268	\$ -	\$ 13,268	\$ 19,902
Entry, Fence, Walls & Gates Maintenance	\$ 24,500	\$ -	\$ 5,000	\$ 5,000	\$ 24,500
Pump Station Maintenance	\$ 4,000	\$ 1,955	\$ 1,945	\$ 3,900	\$ 4,000
Pump Station Repairs	\$ 7,500	\$ 527	\$ 2,500	\$ 3,027	\$ 7,500
Landscape & Irrigation Maintenance	\$ 198,000	\$ 115,500	\$ 82,500	\$ 198,000	\$ 207,900
Irrigation Repairs	\$ 3,500	\$ 987	\$ 1,500	\$ 2,487	\$ 3,500
Landscape Replacement	\$ 15,000	\$ 2,115	\$ 5,000	\$ 7,115	\$ 15,000
Lift Station Maintenance	\$ 5,000	\$ 5,600	\$ 630	\$ 6,230	\$ 5,000
<b>Road &amp; Street Facilities</b>					
Roadway Repair & Maintenance	\$ 10,400	\$ 2,910	\$ 5,000	\$ 7,910	\$ 10,400
Highway Directional Signage - (R&M)	\$ 5,000	\$ -	\$ 1,000	\$ 1,000	\$ 5,000
Roadway Directory Signage - (R&M)	\$ 5,000	\$ -	\$ 5,000	\$ 5,000	\$ 5,000
Sidewalk/Curb Cleaning	\$ 12,000	\$ 646	\$ 12,000	\$ 12,646	\$ 12,000
Contingency	\$ 16,000	\$ 968	\$ 5,000	\$ 5,968	\$ 16,000
<b>Total Operations &amp; Maintenance:</b>	<b>\$ 559,398</b>	<b>\$ 248,004</b>	<b>\$ 229,583</b>	<b>\$ 477,587</b>	<b>\$ 580,553</b>
<b>Total Expenditures</b>	<b>\$ 674,069</b>	<b>\$ 306,430</b>	<b>\$ 266,404</b>	<b>\$ 572,835</b>	<b>\$ 697,727</b>
<b>Other Financing Uses</b>					
Transfer Out - Capital Reserve	\$ 313,795	\$ -	\$ 313,795	\$ 313,795	\$ 297,536
<b>Total Other Financing Sources (Uses)</b>	<b>\$ 313,795</b>	<b>\$ -</b>	<b>\$ 313,795</b>	<b>\$ 313,795</b>	<b>\$ 297,536</b>
<b>Total Expenditures &amp; Other Financing Uses</b>	<b>\$ 987,864</b>	<b>\$ 306,430</b>	<b>\$ 580,199</b>	<b>\$ 886,629</b>	<b>\$ 995,264</b>
<b>Net Change in Fund Balance</b>	<b>\$ -</b>	<b>\$ 215,122</b>	<b>\$ (108,350)</b>	<b>\$ 106,772</b>	<b>\$ -</b>



# **Bonnet Creek Resort Community Development District**

General Fund Budget  
FISCAL YEAR 2024

## **REVENUES:**

### **Maintenance Assessments – Off Roll**

The District levies Non-Ad Valorem Assessments on all of the assessable property within the District to pay for operating expenditures incurred during the fiscal year. It will be directly billed from the District to the appropriate property owner.

### **Interest Income**

The District will invest surplus funds with State Board of Administration, Regions Bank, and Truist Bank.

### **Reuse Water Fees**

The District pays Orlando County Utilities Department for monthly reclaimed commercial water usage then bills Wyndham, Golf Course, Signia by Hilton, the Waldorf Astoria, and Marriott for their portion based on individual meter readings to reimburse the cost of the reuse water.

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## **EXPENDITURES:**

### ***GENERAL & ADMINISTRATIVE***

#### **Supervisor Fees**

The District may compensate its supervisors within the appropriate statutory limits of \$200 maximum per meeting within an annual cap of \$4,800 per supervisor. The amount is based upon 5 Supervisors attending 8 monthly meetings during the fiscal year.

#### **Engineering Fees**

The District's engineer, Donald W. McIntosh, provides general engineering services to the District. Among these services are attendance at and preparation for monthly board meetings, review of construction invoices and all other engineering services requested by the district throughout the year.

#### **Trustee Fees**

The District issued Series 2016 Special Assessment Refunding Bonds that are deposited with a Trustee at US Bank, N.A.

#### **Legal Services**

The District's legal counsel, Latham, Luna, Eden & Beaudine LLP, provides general legal services to the District. Among these services are attendance at and preparation for monthly board meetings, review of operating and maintenance contracts and all other legal services requested by the district throughout the year.

# **Bonnet Creek Resort**

## **Community Development District**

General Fund Budget  
FISCAL YEAR 2024

### **Assessment Roll Services**

The District has contracted with Governmental Management Services - Central Florida, LLC for the collection of prepaid assessments, maintaining Lien Book, updating the District's Tax Roll and levying the annual assessment.

### **Auditing Services**

The District is required annually to conduct an audit of its financial records by an Independent Certified Public Accounting firm once it reaches certain revenue and expenditure levels, or has issued bonds and incurred debt. The District is contracted with Berger, Toombs, Elam, Gaines & Frank

### **Arbitrage Rebate Calculation**

The District is required to calculate the interest earned from bond proceeds each year pursuant to the Internal Revenue Code of 1986. The Rebate Analyst is required to verify that the District has not received earnings higher than the yield of the bonds. The District is contracted with AMTEC.

### **District Management Fees**

The District has contracted with Governmental Management Services – Central Florida, LLC to provide Management, Accounting and Recording Secretary Services for the District. The services include, but are not limited to, recording and transcription of board meetings, administrative services, budget preparation, all financials reporting, annual audits, etc.

### **Information Technology**

Represents various cost of information technology with Governmental Management Services – Central Florida, LLC for the District such as video conferencing, cloud storage and servers, positive pay implementation and programming for fraud protection, accounting software, tablets for meetings, Adobe, Microsoft Office, etc.

### **Website Maintenance**

Represents the costs with Governmental Management Services – Central Florida, LLC associated with monitoring and maintaining the District's website created in accordance with Chapter 189, Florida Statutes. These services include site performance assessments, security and firewall maintenance, updates, document uploads, hosting and domain renewals, website backups, etc.

### **Insurance – Professional Liability**

The District's general liability and public officials liability coverage are provided by Florida Insurance Alliance (FIA). FIA specializes in providing insurance coverage to governmental agencies.

# **Bonnet Creek Resort Community Development District**

General Fund Budget  
FISCAL YEAR 2024

## **Telephone**

Telephone and fax machine.

## **Legal Advertising**

The District will incur expenditures related to legal advertising. The items for which the District will advertise include, but are not limited to meeting schedules, special meeting notices, and public hearings, bidding etc. for the District based on statutory guidelines.

## **Postage**

Mailing of Board Meeting Agenda's, checks for vendors, and any other required correspondence.

## **Printing & Binding**

Printing and binding agenda packages for board meetings, printing of computerized checks, correspondence, stationary, etc.

## **Office Supplies**

Any supplies that may need to be purchased during the Fiscal Year, e.g., paper, minute books, file folders, labels, paper clips, etc.

## **Dues, Licenses & Subscriptions**

The District is required to pay an annual fee of \$175 to the Department of Economic Opportunity. This is the only expenditure for this line item.

## **Contingency**

Accounts for any fees or expenditures relating to the district that do not fall under the other budgeted administrative expenditures including bank fees.

## ***OPERATIONS & MAINTENANCE***

### **Field Management**

The District has contracted with Governmental Management Services - Central Florida for general maintenance services.

<b>Description</b>	<b>Monthly</b>	<b>Annually</b>
Field Management	\$4,748	\$56,976
<b>TOTAL</b>		<b>\$56,976</b>

**Bonnet Creek Resort**  
**Community Development District**

General Fund Budget  
FISCAL YEAR 2024

**Utility Services**

**Utility Services**

The District will incur electric utility expenditures for general purposes such as irrigation timers, lift station pumps, fountains, etc. The District maintains the following accounts with Duke Energy.

<b>Description</b>	<b>Monthly</b>	<b>Annually</b>
13251 Chelonia Parkway Ct Sign 4	\$17	\$204
13251 Chelonia Parkway Ct Sign 3	\$17	\$204
13251 Chelonia Parkway Ct Sign 2	\$20	\$240
13252 Chelonia Parkway Ct Sign 5	\$18	\$218
13251 Chelonia Parkway Ct Entrance Sign	\$236	\$2,832
14064 Chelonia Parkway Ct Pump	\$800	\$9,600
13251 Chelonia Parkway Ct Sign 1	\$19	\$228
14901 Chelonia Parkway Lift	\$40	\$474
<b>TOTAL</b>		<b>\$14,000</b>

**Street Lights - Usage**

The District may have expenditures relating to streetlights throughout the community. These may be restricted to main arterial roads or in some cases to all streetlights within the District's boundaries. The District maintains the following account with Duke Energy.

<b>Description</b>	<b>Monthly</b>	<b>Annually</b>
000 Chelonia Parkway Ct Lite	\$450	\$5,400
<b>TOTAL</b>		<b>\$5,400</b>

**Street Lights - Lease & Maintenance Agreement**

The District may budget for its streetlights lease separately. The District maintains the following account with Duke Energy.

<b>Description</b>	<b>Monthly</b>	<b>Annually</b>
000 Chelonia Parkway Ct Lite	\$5,500	\$66,000
<b>TOTAL</b>		<b>\$66,000</b>

# **Bonnet Creek Resort Community Development District**

General Fund Budget  
FISCAL YEAR 2024

## **Water Service – Reuse Water**

The District may incur expenditures related to the use of reclaimed water for irrigation. The District maintains the following account with Orange County Utilities.

<b>Description</b>	<b>Monthly</b>	<b>Annually</b>
14064 Chelonia Parkway	\$3,583	\$43,000
<b>TOTAL</b>		<b>\$43,000</b>

## **SFWMD Water Use Compliance Report**

Expenditures related for compliance reporting for the application of Consumptive Water Use Permits with South Florida Water Management District.

## **Stormwater Control – Bonnet Creek Resort**

### **OC/Dep Quarterly Well Monitoring Report**

The District expenditures related to quarterly well monitoring report.

### **Wetland & Upland Monitoring Services - (BDA)**

Include reviews of nuisance/exotic (N/E) plant species maintenance associated with the on-site wetland and upland preservation areas.

<b>Description</b>	<b>Annually</b>
BDA Environmental Consultants	\$5,000
<b>TOTAL</b>	<b>\$5,000</b>

## **Pond & Embankment Aquatic Treatment – (AWC)**

1) Provide monthly chemical/manual treatments to control undesirable aquatic plants and algae growing in ponds 1 and 2. Control nuisance and exotic species growing along 6811 lf of fence line. Control nuisance and exotic species growing along 33418 lf of slopes and wetland edges to 15' in. Control of all vegetation growing within 5' of outfall structures.

2) Selective spot spraying techniques will be utilized to avoid impacting native vegetation.

3) Provide chemical treatment with aquatic approved herbicides supervised by state licensed natural area applicators.

# Bonnet Creek Resort

## Community Development District

General Fund Budget  
FISCAL YEAR 2024

### **Irrigation Pond Treatment – (Solitude)**

The District has contract with Solitude Lake Management to provide pond maintenance services on one irrigation pond. Services include aquatic weed control, shoreline weed control and water quality monitoring.

<b>Description</b>	<b>Monthly</b>	<b>Annually</b>
Solitude Lake Management	\$241	\$2,892
<b>TOTAL</b>		<b>\$2,892</b>

### **Nuisance/Exotic Species Maintenance – (AWC)**

Includes supervisory oversight of the nuisance/exotic (*N/E*) plant species management (to include the hand-removal and or herbicide treatment of *N/E* plant species) and maintenance if necessary.

<b>Description</b>	<b>Quarterly</b>	<b>Annually</b>
Aquatic Weed Control (Wetlands)	\$2,750	\$11,000
<b>TOTAL</b>		<b>\$11,000</b>

### **Stormwater Control – Crosby Island Marsh**

#### **Nuisance/Exotic Species Maintenance – (AWC)**

1) Provide monthly chemical/manual treatments to control undesirable aquatic plants and algae growing in ponds 1 and 2. Control nuisance and exotic species growing along 6811 lf of fence line. Control nuisance and exotic species growing along 33418 lf of slopes and wetland edges to 15' in. Control of all vegetation growing within 5' of outfall structures.

2) Selective spot spraying techniques will be utilized to avoid impacting native vegetation.

3) Provide chemical treatment with aquatic approved herbicides supervised by state licensed natural area applicators.

<b>Description</b>	<b>Per Visit</b>	<b>Annually</b>
Aquatic Weed Control (Wetlands) – 3 Visits	\$2,575	\$7,725
<b>TOTAL</b>		<b>\$7,725</b>

# Bonnet Creek Resort

## Community Development District

General Fund Budget  
FISCAL YEAR 2024

### Nuisance/Exotic Species Maintenance – (BDA)

Includes supervisory oversight of the nuisance/exotic (*N/E*) plant species management (to include the hand-removal and or herbicide treatment of *N/E* plant species) and maintenance.

Description	Annually
BDA Environmental Consultants	\$4,500
<b>TOTAL</b>	<b>\$4,500</b>

### Embankment Mowing

Mowing of conservation berms surrounding wetland and mitigation areas.

### Other Physical Environment

#### Property Insurance

Represents the District's share of the annual coverage of property insurance. Coverage is provided by Florida Insurance Alliance. FIA specializes in providing insurance coverage to governmental agencies.

#### Entry, Fence, Walls & Gates Maintenance

The District will incur expenditures to maintain the entry monuments and the fencing.

#### Pump Station Maintenance

Expenditures incurred for Pump station maintenance.

#### Pump Station Repairs

Expenditures incurred for Pump station repairs.

#### Landscape & Irrigation Maintenance

The District contracted with Yellowstone Landscape to maintain the rights-of-way, median strips, recreational facilities including pond banks, entryways, and similar planting areas within the District. These services include but are not limited to monthly landscape maintenance, fertilizer, pesticides, annuals, mulch, and irrigation Maintenance.

Description	Monthly	Annually
Yellowstone - Landscape Maintenance	\$17,325	\$207,900
<b>TOTAL</b>		<b>\$207,900</b>

#### Irrigation Repairs

Expenditures incurred for irrigation repairs.

# **Bonnet Creek Resort Community Development District**

General Fund Budget  
FISCAL YEAR 2024

## **Landscape Replacement**

Expenditures related to replacement of turf, trees, shrubs etc.

## **Lift Station Maintenance**

Expenditures incurred for yearly preventative maintenance and any additional repairs to the lift station and generator.

<b>Description</b>	<b>Quarterly</b>	<b>Annually</b>
Lift Station Preventative Maintenance	\$300	\$1,200
Generator Preventative Maintenance		\$1,250
Contingency		\$2,550
<b>TOTAL</b>		<b>\$5,000</b>

## **Road & Street Facilities**

### **Roadway Repair and Maintenance**

Expenditures related to the repair and maintenance of roadways owned by the District if any.

### **Highway Directional Signage – (R&M)**

Highway Directional Signage expenditures which may not fit into any defined category in this section of the budget.

### **Roadway Directional Signage – (R&M)**

Roadway Directional Signage expenditures which may not fit into any defined category in this section of the budget.

### **Sidewalk/Curb Cleaning**

Estimated cost for pressure washing the District owned sidewalks throughout the community.

### **Contingency**

Monies collected and allocated for expenditures that the District could incur miscellaneous throughout the year, which may not fit into any standard categories.

### **Transfer Out - Capital Reserve**

Monies collected and allocated for the future repair and replacement of various capital improvements.



**Bonnet Creek Resort**  
**Community Development District**  
**Proposed Budget**  
**Debt Service Fund Series 2016**

Description	Adopted Budget FY2023	Actuals Thru 4/30/23	Projected Next 5 Months	Projected Thru 9/30/23	Proposed Budget FY2024
<b><u>Revenues</u></b>					
Assessments - Direct Billed	\$ 2,110,462	\$ 2,101,025	\$ -	\$ 2,101,025	\$ 2,110,462
Interest Income	\$ -	\$ 22,364	\$ 7,500	\$ 29,864	\$ -
Carry Forward Surplus	\$ 12,778	\$ 15,543	\$ -	\$ 15,543	\$ 45,407
<b>Total Revenues</b>	<b>\$ 2,123,240</b>	<b>\$ 2,138,932</b>	<b>\$ 7,500</b>	<b>\$ 2,146,432</b>	<b>\$ 2,155,868</b>
<b><u>Expenditures</u></b>					
<b><u>General &amp; Administrative:</u></b>					
Interest - 11/1	\$ 433,013	\$ 433,013	\$ -	\$ 433,013	\$ 405,225
Principal - 5/1	\$ 1,235,000	\$ -	\$ 1,235,000	\$ 1,235,000	\$ 1,295,000
Interest - 5/1	\$ 433,013	\$ -	\$ 433,013	\$ 433,013	\$ 405,225
<b>Total Expenditures</b>	<b>\$ 2,101,025</b>	<b>\$ 433,013</b>	<b>\$ 1,668,013</b>	<b>\$ 2,101,025</b>	<b>\$ 2,105,450</b>
<b>Net Change in Fund Balance</b>	<b>\$ 22,215</b>	<b>\$ 1,705,919</b>	<b>\$ (1,660,513)</b>	<b>\$ 45,407</b>	<b>\$ 50,418</b>

**Bonnet Creek**  
**Community Development District**  
**Series 2016 Special Assessment Bonds**  
**Amortization Schedule**

Date	Balance	Principal	Interest	Total
11/01/23	\$ 18,010,000.00	\$ -	\$ 405,225.00	\$ 2,105,450.00
05/01/24	\$ 18,010,000.00	\$ 1,295,000.00	\$ 405,225.00	
11/01/24	\$ 16,715,000.00	\$ -	\$ 376,087.50	\$ 2,107,175.00
05/01/25	\$ 16,715,000.00	\$ 1,355,000.00	\$ 376,087.50	
11/01/25	\$ 15,360,000.00	\$ -	\$ 345,600.00	\$ 2,106,200.00
05/01/26	\$ 15,360,000.00	\$ 1,415,000.00	\$ 345,600.00	
11/01/26	\$ 13,945,000.00	\$ -	\$ 313,762.50	\$ 2,107,525.00
05/01/27	\$ 13,945,000.00	\$ 1,480,000.00	\$ 313,762.50	
11/01/27	\$ 12,465,000.00	\$ -	\$ 280,462.50	\$ 2,110,925.00
05/01/28	\$ 12,465,000.00	\$ 1,550,000.00	\$ 280,462.50	
11/01/28	\$ 10,915,000.00	\$ -	\$ 245,587.50	\$ 2,111,175.00
05/01/29	\$ 10,915,000.00	\$ 1,620,000.00	\$ 245,587.50	
11/01/29	\$ 9,295,000.00	\$ -	\$ 209,137.50	\$ 2,113,275.00
05/01/30	\$ 9,295,000.00	\$ 1,695,000.00	\$ 209,137.50	
11/01/30	\$ 7,600,000.00	\$ -	\$ 171,000.00	\$ 2,117,000.00
05/01/31	\$ 7,600,000.00	\$ 1,775,000.00	\$ 171,000.00	
11/01/31	\$ 5,825,000.00	\$ -	\$ 131,062.50	\$ 2,117,125.00
05/01/32	\$ 5,825,000.00	\$ 1,855,000.00	\$ 131,062.50	
11/01/32	\$ 3,970,000.00	\$ -	\$ 89,325.00	\$ 2,118,650.00
05/01/33	\$ 3,970,000.00	\$ 1,940,000.00	\$ 89,325.00	
11/01/33	\$ 2,030,000.00	\$ -	\$ 45,675.00	\$ 2,121,350.00
05/01/34	\$ 2,030,000.00	\$ 2,030,000.00	\$ 45,675.00	
	<b>\$ 18,010,000.00</b>	<b>\$ 5,225,850.00</b>	<b>\$ 23,235,850.00</b>	

**Bonnet Creek Resort**  
**Community Development District**  
**Proposed Budget**  
**Capital Projects Fund**

Description	Adopted Budget FY2023	Actuals Thru 4/30/23	Projected Next 5 Months	Projected Thru 9/30/23	Proposed Budget FY2024
<b>Revenues</b>					
Transfer In - Capital Projects	\$ 313,795	\$ -	\$ 313,795	\$ 313,795	\$ 297,536
Interest Income	\$ 50	\$ 5,610	\$ 2,500	\$ 8,110	\$ 50
Carry Forward Surplus	\$ 526,392	\$ 578,452	\$ -	\$ 578,452	\$ 76,151
<b>Total Revenues</b>	<b>\$ 840,237</b>	<b>\$ 584,062</b>	<b>\$ 316,295</b>	<b>\$ 900,357</b>	<b>\$ 373,737</b>
<b>Expenditures</b>					
<b><u>General &amp; Administrative:</u></b>					
Chelonia Parkway Paving	\$ -	\$ -	\$ 650,000	\$ 650,000	\$ -
Offsite Wayfinding Signs	\$ -	\$ -	\$ 125,000	\$ 125,000	\$ -
Irrigation Improvement	\$ -	\$ -	\$ 26,864	\$ 26,864	\$ -
Entry Monument	\$ -	\$ 22,302	\$ -	\$ 22,302	\$ -
Contingency	\$ 840,237	\$ 40	\$ -	\$ 40	\$ 373,737
<b>Total Expenditures</b>	<b>\$ 840,237</b>	<b>\$ 22,342</b>	<b>\$ 801,864</b>	<b>\$ 824,206</b>	<b>\$ 373,737</b>
<b>Net Change in Fund Balance</b>	<b>\$ -</b>	<b>\$ 561,720</b>	<b>\$ (485,570)</b>	<b>\$ 76,151</b>	<b>\$ -</b>

**BONNET CREEK RESORT  
COMMUNITY DEVELOPMENT DISTRICT**

**FISCAL YEAR 2023/2024 O&M & DEBT SERVICE ASSESSMENT SCHEDULE**

Total O & M Assessment  
Total DS Assessment

\$944,764
\$2,110,462

<u>PRODUCT TYPE (PARCEL)</u>	<u>ALLOCATION OF ASSESSMENTS</u>	<u>TOTAL OPERATIONS AND MAINTENANCE ASSESSMENT</u>	<u>ALLOCATION OF DEBT ASSESSMENTS</u>	<u>TOTAL SERIES 2016 DEBT SERVICE ASSESSMENT</u>	<u>TOTAL FY 2023/2024 ASSESSMENT PER PARCEL</u>
Timeshare (A)	36.10%	\$341,088.07	0.00%	\$0.00	\$341,088.07
Timeshare (B)	5.29%	\$49,944.23	8.27%	\$174,610.27	\$224,554.50
Hotel (B)	6.61%	\$62,492.12	10.35%	\$218,479.04	\$280,971.16
Hotel (C/D)	20.83%	\$196,775.40	32.60%	\$687,906.28	\$884,681.68
Timeshare (E)	17.28%	\$163,207.95	27.04%	\$570,577.65	\$733,785.60
Hotel (F)	8.93%	\$84,329.62	13.97%	\$294,816.96	\$379,146.58
Golf Course (G)	4.97%	\$46,926.42	7.77%	\$164,071.33	\$210,997.75
	<u>100.00%</u>	<u>\$944,763.81</u>	<u>100.00%</u>	<u>\$2,110,461.53</u>	<u>\$3,055,225.34</u>

**Bonnet Creek Resort**  
**COMMUNITY DEVELOPMENT DISTRICT**

**FISCAL YEAR 2023/2024 O & M & DEBT SERVICE SCHEDULE**

2022/2023 O & M Budget	\$944,764
2023/2024 O & M Budget	<u>\$944,764</u>
Total Difference	<u><u>\$0</u></u>

2022/2023 Debt Service Assessment	\$2,110,462
2023/2024 Debt Service Assessment	<u>\$2,110,462</u>
Total Difference	<u><u>\$0</u></u>

**PER UNIT ANNUAL ASSESSMENT**

	2020/2021	2021/2022	2022/2023	2023/2024	Adopted Increase/Decrease	
Debt Service - Parcel A	\$0	\$0	\$0	\$0	\$0	0%
Operations/Maintenance - Parcel A	\$310,080	\$310,080	\$341,088	\$341,088	\$0	0%
<b>Total</b>	<b>\$310,080</b>	<b>\$310,080</b>	<b>\$341,088</b>	<b>\$341,088</b>	<b>\$0</b>	<b>0%</b>
Debt Service - Parcel B Timeshare	\$0	\$174,610	\$174,610	\$174,610	\$0	0%
Operations/Maintenance - Parcel B	\$0	\$45,404	\$49,944	\$49,944	\$0	0%
<b>Total</b>	<b>\$0</b>	<b>\$220,014</b>	<b>\$224,555</b>	<b>\$224,555</b>	<b>\$0</b>	<b>0%</b>
Debt Service - Parcel B Hotel	\$387,999	\$218,479	\$218,479	\$218,479	\$0	0%
Operations/Maintenance - Parcel B	\$102,215	\$56,811	\$62,492	\$62,492	\$0	0%
<b>Total</b>	<b>\$490,214</b>	<b>\$275,290</b>	<b>\$280,971</b>	<b>\$280,971</b>	<b>\$0</b>	<b>0%</b>
Debt Service - Parcel C/D	\$678,998	\$687,906	\$687,906	\$687,906	\$0	0%
Operations/Maintenance - Parcel C/D	\$178,887	\$178,887	\$196,775	\$196,775	\$0	0%
<b>Total</b>	<b>\$857,885</b>	<b>\$866,793</b>	<b>\$884,682</b>	<b>\$884,682</b>	<b>\$0</b>	<b>0%</b>
Debt Service - Parcel E	\$563,189	\$570,578	\$570,578	\$570,578	\$0	0%
Operations/Maintenance - Parcel E	\$148,371	\$148,371	\$163,208	\$163,208	\$0	0%
<b>Total</b>	<b>\$711,560</b>	<b>\$718,949</b>	<b>\$733,786</b>	<b>\$733,786</b>	<b>\$0</b>	<b>0%</b>
Debt Service - Parcel F	\$290,999	\$294,817	\$294,817	\$294,817	\$0	0%
Operations/Maintenance - Parcel F	\$76,663	\$76,663	\$84,330	\$84,330	\$0	0%
<b>Total</b>	<b>\$367,662</b>	<b>\$371,480</b>	<b>\$379,147</b>	<b>\$379,147</b>	<b>\$0</b>	<b>0%</b>
Debt Service - Parcel G	\$161,947	\$164,071	\$164,071	\$164,071	\$0	0%
Operations/Maintenance - Parcel G	\$42,660	\$42,660	\$46,926	\$46,926	\$0	0%
<b>Total</b>	<b>\$204,607</b>	<b>\$206,732</b>	<b>\$210,998</b>	<b>\$210,998</b>	<b>\$0</b>	<b>0%</b>

## SECTION V



**DONALD W. MCINTOSH  
ASSOCIATES, INC.**

May 2, 2023  
gflint@gmscfl.com

Mr. George Flint, District Manager  
**Bonnet Creek Resort Community Development District**  
c/o Governmental Management Services - Central Florida, LLC  
219 East Livingston Street  
Orlando, Florida 32801

Re: Consulting Engineer's Report  
Bonnet Creek Resort Community Development District  
DWMA Job No. 23559 (001)

Dear Mr. Flint:

CIVIL ENGINEERS

LAND PLANNERS

SURVEYORS

Pursuant to your request of April 20, 2023, (copy attached) Donald W. McIntosh Associates, Inc. (DWMA) is pleased to submit for your consideration this Letter Agreement to Bonnet Creek Resort Community Development District ("CLIENT") for the Bonnet Creek Resort Community Development District Consulting Engineers Report ("Project"). The nature of Basic Services to be performed by us under this agreement is set forth below. DWMA will provide these services pursuant to our original contract with Bonnet Creek Resort Community Development District dated September 25, 2000 ("Contract") as follows:

#### **CIVIL ENGINEERING**

A. **CONSULTING ENGINEER'S REPORT** – Preparation of the Annual Consulting Engineer's Report responding to Section 9.21 of the Master Trust Indenture. Our work will include:

- Site visit and walk-through observation of the Project's site infrastructure facilities to determine if, in our opinion, they have been well maintained and are in good condition;
- Develop a list of recommended repairs or other actions and an opinion of cost, if any;
- Review of Operations and Maintenance Budget for Fiscal Year 2023 – 2024 to offer our opinion of its adequacy; and
- General review of insurance limits of coverage for consistency with previous year's coverage and to offer observations regarding any items of apparent concern. Please note that DWMA is not a professional legal firm or an insurance professional; therefore, all such observations should be reviewed by your attorneys and/or insurance experts.

2200 Park Ave. North

Winter Park, FL

32789-2355

Fax 407-644-8318

407-644-4068

#### **FEE SCHEDULE**

Contract Item	Billing Item	Description	Fee
		<u>Civil Engineering</u>	
A.	001	Consulting Engineer's Report	\$7,500.00

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<http://www.dwma.com>



Mr. George Flint  
Bonnet Creek Resort Community Development District  
c/o Governmental Management Services - Central Florida, LLC  
Consulting Engineer's Report, Section 9.21 of the Master Trust Indenture  
DWMA Job No. 23559 (001)  
May 2, 2023  
Page 2 of 4

#### PAYMENT OF FEES & REIMBURSABLE EXPENSES

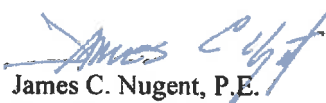
CLIENT shall pay DWMA for Services such fixed fees as are indicated above next to each specific item plus Reimbursable Expenses. Reimbursable Expenses shall be calculated at 5% of Invoiced Services and include all consultant provided expenses (excluding agency fees, project co-consultant fees, travel outside a 50-mile radius of the DWMA offices and bid sets).

We are prepared to begin work on your Project as soon as we have received an executed copy of this Agreement (executed electronic scanned copies are acceptable).

We thank you for this opportunity and look forward to working with you on your project.

Sincerely,

DONALD W. MCINTOSH ASSOCIATES, INC.



  
James C. Nugent, P.E.  
Vice President

JCN/ls

Attachment: E-mail request

ACCEPTANCE OF CONTRACT BY:

  
[Signature]   
[Date]

  
[Name and Title]   
[Company]

PURSUANT TO FLORIDA STATUTE 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT OF DONALD W. MCINTOSH ASSOCIATES, INC. MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.





*Mr. George Flint  
Bonnet Creek Resort Community Development District  
c/o Governmental Management Services - Central Florida, LLC  
BASIS OF PROPOSAL AND CLIENT RESPONSIBILITIES  
DWMA Job No. 23559 (001)  
May 2, 2023  
Page 3 of 4*

## **BASIS OF PROPOSAL AND CLIENT RESPONSIBILITIES**

Our Agreement is also based on the following conditions and limitations:

### **BASIS OF PROPOSAL**

CLIENT has performed the necessary due diligence research to confirm that the site is suitable for the intended purpose.

The CLIENT is advised that concurrency management and comprehensive plan consistency will impact the land development process. Regulations regarding concurrency and consistency vary according to governmental jurisdiction. The status of concurrency, consistency and, if applicable, vested rights must be addressed for all projects within the State of Florida. DWMA presumes the CLIENT is aware of the issues and resultant impacts described. DWMA disclaims responsibility for delays that may be encountered due to failure on the part of the CLIENT to address concurrency and consistency issues prior to initiation of Services proposed herein. DWMA is not responsible for changes to the approved plans that may alter the concurrency vesting status or for noncompliance on the part of the property owner with regard to the performance terms and conditions established in the vesting certificate.

DWMA will not be responsible for any circumstances, acts, errors, omissions or events, of any type, beyond its control including, without limitation, construction costs, the acts or failures to act of any governmental or judicial agency, or the existence of hazardous waste of any type associated with the Project. No Services associated with hazardous waste of any type are included in any way in this Agreement.

Without limitation, architectural, traffic engineering (e.g., studies, signalization), structural engineering (e.g., retaining walls, bridges, docks), mechanical engineering (e.g., fire pumps), fire protection engineering (e.g., dedicated fire lines beyond the point of service), electrical engineering, geotechnical engineering and testing, environmental assessment, landscape and irrigation design, non-civil utility engineering (e.g., power, gas, telephone, cable television, site lighting) and any other professional or consultant services required by CLIENT and not undertaken by DWMA, shall be retained separately by the CLIENT. No Services are included in this Agreement other than those specifically listed herein.

DWMA may be mandated by regulatory authorities to incorporate findings, requirements and details of design in their construction plans that are prepared by professional geotechnical engineers and not by DWMA. In doing so, DWMA assumes no responsibility or liability for the design, construction or operation of geotechnical engineering components which may include, but not be limited to, underdrains, ground stabilizers, backfills, embankments, etc. CLIENT must also recognize that some of these systems (i.e., underdrains, etc.) usually require extensive field supervision during construction and

certification after construction. These systems are subject to damage by other activities during or after infrastructure construction such as other utility installations (power, telephone, cable, gas, etc.). DWMA assumes no liability for damages to any design element caused by the improper design, construction, operation or maintenance of improvements designed by others.

DWMA, in and through its review and/or use of design and calculations prepared by others, is not responsible for or liable for error or omissions in the design and permitting services provided by others. CLIENT's consultants will provide DWMA with permission to utilize and rely upon their work product as the basis of DWMA's design. Certain elements designed by others may be shown in DWMA construction plans for context only.

DWMA's performance and work product quality is dependent upon the timely provision of services from CLIENT-selected and contracted third-party consultants, including but not limited to geotechnical engineer, environmental consultant, transportation engineer, landscape/hardscape/irrigation designer and/or legal consultant whose services, while coordinated to the extent possible, are beyond the scope of responsibility of DWMA.

If locating underground utilities is expressly included in the Services, DWMA will locate such underground utilities as may be marked by a utility locating service retained by CLIENT. DWMA shall not be liable for showing any utility lines not marked by the locating company. DWMA cannot and does not guarantee or warranty that unidentified utilities will not be encountered.

Any opinion of construction cost prepared by DWMA represents its judgment as a design professional and is supplied for the general guidance of the CLIENT only since DWMA has no control over the cost of labor and material or over competitive bidding or market conditions. DWMA does not warrant or guarantee the accuracy of such opinions.

No permit applications or negotiations with regulatory agencies or permitting authorities are included other than those specifically listed herein.

If construction services or observation of construction are included herein, the Services included by DWMA will be to conduct periodic visits and observations to determine that the Work generally conforms or will conform to the applicable contract documents in relation to DWMA's engineering Services. DWMA's Service shall not include determining, supervising, implementing, or undertaking the responsibilities of the contractor, subcontractors or others, regarding means, methods, techniques, sequences and procedures of construction, nor for job conditions, safety precautions or programs. Construction phase services for systems designed and permitted by others are not included.

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**DONALD W. McINTOSH Associates, Inc.**  
2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789-2355 • (407) 644-4068 • FAX (407) 644-8318



*Mr. George Flint*  
**Bonnet Creek Resort Community Development District**  
*c/o Governmental Management Services - Central Florida, LLC*  
**BASIS OF PROPOSAL AND CLIENT RESPONSIBILITIES**  
*DWMA Job No. 23559 (001)*  
*May 2, 2023*  
*Page 4 of 4*

Construction phase retesting resulting from failures or no-shows, and therefore requiring additional site visits, shall be additional services and is not included in the scope of this agreement. Such services will be invoiced separately on an hourly basis for back-charge to the contractor by CLIENT.

CLIENT's contractor and/or surveyor will provide certified as-built surveys prepared by a Florida-licensed surveyor for DWMA's use and reliance in preparing project certifications and/or record drawings. Any as-built surveys required to be performed by DWMA due to failure of contractor's surveyor to provide accurate and complete survey data will be invoiced separately on an hourly basis for back-charge to the contractor by CLIENT.

Federal Emergency Management Agency (FEMA) Map revisions or amendments which may be required by regulatory agencies or lenders are not included unless specifically listed in Basic Services.

Provision of customized digital data files to CLIENT, CLIENT's consultants and/or CLIENT's contractor is not included. DWMA work product will be prepared digitally in AutoCAD Civil3D® 2018 or later.

**CLIENT RESPONSIBILITIES**

The CLIENT, or his representative, shall be available to meet with DWMA and provide decisions in a timely manner throughout the course of the Project.

The CLIENT will provide DWMA with plans and other pertinent information which may be necessary to properly survey or engineer the Project.

Prior to initiation of preliminary or final design, an approved site plan and final dimensioned building footprint(s) will be provided to DWMA by CLIENT, which will be complete with final geometry, and will be relied upon by DWMA.

The CLIENT will engage a professional geotechnical engineer to provide necessary hydrogeologic design support, relevant construction specifications for earthwork items and required construction inspection and certification. CLIENT's geotechnical engineer shall be responsible for final certification of all flexible and rigid pavement. DWMA has the CLIENT's authority to rely on this professional information as a basis for its design Services and certifications.

The CLIENT will engage a professional environmental consultant to provide jurisdictional determinations and necessary design and permitting support for wetland and special species issues.

The CLIENT will engage a professional environmental firm or firms who specialize in all matters relating to "hazardous" or "special" materials wastes, deposits, soils, contamination, etc., as may be required to support permitting or construction of the Project.

The CLIENT will engage a professional landscape architect to provide landscape and irrigation design related

to the development of the property as intended by CLIENT.

The CLIENT will engage a professional architect to perform all architectural services including, without limitation, incorporation of the work product of DWMA, and compliance with local, state or federal laws, regulations, codes and Americans with Disabilities Act ("ADA") requirements.

The CLIENT will engage a professional transportation consultant to provide analysis related to development of the property as intended by CLIENT, including but not limited to traffic studies, determination of turn lane requirements, traffic signal design, Maintenance of Traffic (MOT) plans and roundabout geometry, striping and signage design.

The CLIENT will engage a professional legal counselor to provide legal services related to development of the property as intended by CLIENT.

The CLIENT will engage a professional state licensed hydrogeologist for completion of hydrologic data required in support of a Consumptive Use/Water Use Permit.

The CLIENT will engage a professional archaeologist to provide archaeological analysis related to development of the property as intended by CLIENT.

The CLIENT agrees that DWMA shall have no responsibility for the accuracy of information provided by, or for any portion of the Project designed by the CLIENT or CLIENT's other consultants, or for compliance with local, state or federal ADA requirements. DWMA shall not be required to check or verify the CLIENT's or other consultants' work product, information, or construction documents and shall be entitled to rely on the accuracy and completeness thereof, as well as the compliance of such documents with applicable laws, codes, statutes, ordinances, and regulations, including, without limitation, ADA requirements. The CLIENT also agrees to require all other consultants engaged by the CLIENT to coordinate their design or construction documents or reports with the work product of DWMA, to promptly report any conflicts or inconsistencies to DWMA and to cooperate fully in the resolution of those conflicts or inconsistencies. The CLIENT further agrees, to the fullest extent permitted by law, to indemnify and hold harmless DWMA from any claims, damages, liabilities or costs, including reasonable attorney's fees and defense costs, arising out of or relating to false, inaccurate, or non-compliant information provided by CLIENT or its other consultants, or the services performed by other consultants engaged by the CLIENT.

The CLIENT or CLIENT's contractor shall obtain the required National Pollutant Discharge Elimination System (NPDES) permit for the Project.

The CLIENT will provide DWMA with all applicable operation and maintenance budgets and budget reserve estimates for all gated communities prior to submittal of the final plat to satisfy local jurisdiction requirements.

## SECTION VI

**RESOLUTION 2023-06**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF BONNET CREEK RESORT COMMUNITY DEVELOPMENT DISTRICT APPOINTING THE DISTRICT'S APPOINTED TREASURER, ASSISTANT TREASURER, AND SECRETARY OF THE DISTRICT AS SIGNORS ON THE DISTRICT'S LOCAL BANK ACCOUNT AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, 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 situated entirely within Osceola County, Florida; and

**WHEREAS**, the District's Board of Supervisors desires to appoint the District's appointed Treasurer, Assistant Treasurer, and Secretary as signors on the District's local bank account.

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

**SECTION 1.** The District's appointed Treasurer, Assistant Treasurer, and Secretary shall be appointed as signors on the District's local bank account.

**SECTION 2.** This Resolution shall take effect immediately upon its adoption.

**PASSED AND ADOPTED** this 1st day of June 2023.

ATTEST:

**BONNET CREEK RESORT  
COMMUNITY DEVELOPMENT  
DISTRICT**

---

Secretary / Assistant Secretary

---

Chairperson, Board of Supervisors

## SECTION VII

**RESOLUTION 2023-07**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BONNET CREEK RESORT COMMUNITY DEVELOPMENT DISTRICT DESIGNATING AN ASSISTANT TREASURER OF THE DISTRICT AND PROVIDING FOR AN EFFECTIVE DATE**

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

**WHEREAS**, the Board of Supervisors of the District desires to appoint an Assistant Treasurer.

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

**SECTION 1.** Darrin Mossing, Sr. is appointed Assistant Treasurer.

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

**PASSED AND ADOPTED** this 1st day of June 2023.

ATTEST:

**WINDSOR CAY COMMUNITY  
DEVELOPMENT DISTRICT**

---

Secretary / Assistant Secretary

---

Chairperson, Board of Supervisors

## SECTION VIII



1675 Lee Road  
Winter Park, FL 32789  
P (407) 740-6110  
[Terracon.com](http://Terracon.com)

May 23, 2023

Bonnet Creek Resort Community Development District  
219 East Livingston Street  
Orlando, Florida 32801  
Attn: Mr. Randall Greene, Chairman

RE: Proposal for Geotechnical Engineering Services  
Crosby Island Marsh Weir Repair  
Moss Park Road  
Orange County, Florida  
Terracon Proposal No. PH1235178

Dear Mr. Greene:

We appreciate the opportunity to submit this proposal to Bonnet Creek Resort Community Development District (Bonnet Creek) to provide Geotechnical Engineering services for the above referenced project. Our scope of services is to provide geotechnical consultation regarding the extent of repair and geotechnical recommendations for potential repair methods. We recommend the following anticipated budget:

Principal Engineer	20 hours @ \$225/hour	\$4,500
CAD Technician	4 hours @ \$ 95/hour	<u>\$ 380</u>
Estimated Total		\$4,880

Your authorization for Terracon to proceed in accordance with this proposal can be issued by signing and returning a copy of the attached Agreement for Services to our office.

Sincerely,  
[Terracon](http://Terracon.com)

Jay W. Casper, P.E.  
Senior Principal



## AGREEMENT FOR SERVICES

This AGREEMENT is between Bonnet Creek Resort Community Development District ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Crosby Island Marsh Weir Repair project ("Project"), as described in Consultant's Proposal dated 05/23/2023 ("Proposal"), including but not limited to the Project Information section, unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

1. **Scope of Services.** The scope of Consultant's services is described in the Proposal, including but not limited to the Scope of Services section ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
2. **Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the Project.
3. **Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
4. **Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Proposal, including but not limited to the Compensation section, unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
5. **Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties other than those who have executed Consultant's reliance agreement, subject to the prior approval of Consultant and Client.
6. **LIMITATION OF LIABILITY. CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$50,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.**
7. **Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of Services on the project.
8. **Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
9. **Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$2,000,000 occ / \$4,000,000 agg); (iii) automobile liability insurance (\$2,000,000 B.I. and P.D. combined single limit); (iv) umbrella liability (\$5,000,000 occ / agg); and (v) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

10. **CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.**
11. **Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Kansas law.
12. **Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
13. **Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.
14. **Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
15. **Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
16. **Utilities.** Unless otherwise stated in the Proposal, Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
17. **Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any third parties, including Client's contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to unsafe site conditions. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes.

**PURSUANT TO SECTION 558.0035 OF FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE.**

Consultant:	Terracon Consultants, Inc.	Client:	Bonnet Creek Resort Community Development District
By:	_____	By:	_____
Date:	5/23/2023	Date:	_____
Name/Title:	Jay W Casper / Principal	Name/Title:	Randall Greene/Chairman
Address:	1675 Lee Rd Winter Park, FL 32789-2207	Address:	219 East Livingston Street Orlando, FL 32801
Phone:	(407) 740-6110	Phone:	_____
Fax:	(407) 740-6112	Fax:	_____
Email:	Jay.Casper@terracon.com	Email:	_____

## SECTION IX

# SECTION A



1675 Lee Road  
Winter Park, FL 32789  
P (407) 740-6110  
**Terracon.com**

May 9, 2023

Bonnet Creek Resort Community Development District  
219 East Livingston Street  
Orlando, Florida 32801

**Attn:** Mr. Randall Greene, Chairman

**RE:** Proposal for Geotechnical Engineering Services  
Chelonia Parkway  
Bonnet Creek Resort  
Orlando, Florida  
Terracon Proposal No. PH1235143

Dear Mr. Greene:

We appreciate the opportunity to submit this proposal to Bonnet Creek Resort Community Development District (Bonnet Creek) to provide Geotechnical Engineering services for the above referenced project. The following are exhibits to the attached Agreement for Services.

Exhibit A	Project Understanding
Exhibit B	Scope of Services
Exhibit C	Compensation and Project Schedule
Exhibit D	Site Location

Our base fee to perform the Scope of Services described in this proposal is \$26,000 (including subcontracted private utility location) with an anticipated delivery date of 6 to 7 weeks after signed authorization. Maintenance of Traffic-MOT fees are anticipated to be an addition \$6,000. Exhibit C includes details of our fees as a general breakdown of our anticipated schedule.

Your authorization for Terracon to proceed in accordance with this proposal can be issued by signing and returning a copy of the attached Agreement for Services to our office.

Sincerely,

**Terracon**

Shenna McMaster, P.E.  
Senior Geotechnical Engineer

Jay W. Casper, P.E.  
Senior Principal

## AGREEMENT FOR SERVICES

This **AGREEMENT** is between Bonnet Creek Resort Community Development District ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Chelonia Parkway Resurfacing project ("Project"), as described in Consultant's Proposal dated 05/09/2023 ("Proposal"), including but not limited to the Project Information section, unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

- 1. Scope of Services.** The scope of Consultant's services is described in the Proposal, including but not limited to the Scope of Services section ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
- 2. Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the Project.
- 3. Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
- 4. Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Proposal, including but not limited to the Compensation section, unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
- 5. Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties other than those who have executed Consultant's reliance agreement, subject to the prior approval of Consultant and Client.
- 6. LIMITATION OF LIABILITY. CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$50,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.**
- 7. Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of Services on the project.
- 8. Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
- 9. Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$2,000,000 occ / \$4,000,000 agg); (iii) automobile liability insurance (\$2,000,000 B.I. and P.D. combined single limit); (iv) umbrella liability (\$5,000,000 occ / agg); and (v) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.



- 10. CONSEQUENTIAL DAMAGES.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.
- 11. Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Kansas law.
- 12. Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
- 13. Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.
- 14. Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
- 15. Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
- 16. Utilities.** Unless otherwise stated in the Proposal, Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
- 17. Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any third parties, including Client's contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to unsafe site conditions. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes.

**PURSUANT TO SECTION 558.0035 OF FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE.**

Consultant: **Terracon Consultants, Inc.**

Client: **Bonnet Creek Resort Community  
Development District**

By: \_\_\_\_\_ Date: **5/9/2023**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name/Title: **Jay W Casper / Principal**

Name/Title: **Mr. Randall Greene, Chairman**

Address: **1675 Lee Rd  
Winter Park, FL 32789-2207**

Address: **219 East Livingston Street  
Orlando, Florida 32801**

Phone: **(407) 740-6110** Fax: **(407) 740-6112**

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: **Jay.Casper@terracon.com**

Email: \_\_\_\_\_

## Exhibit A – Project Understanding

Our Scope of Services is based on our understanding of the project as described by Mr. Jim Nugent, P.E. of Donald W. McIntosh Associates, Inc. (DWMA) and the expected subsurface conditions as described below. We have visited the project site to confirm the information provided. We request Bonnet Creek and/or the design team verify all information prior to our initiation of field exploration activities.

### Project Description

The project involves the existing Chelonia Parkway. The roadway is approximately 1.7 miles in length, mostly 4-lane with a landscaped median. The eastern 0.5 miles is a 2-lane roadway. Adjacent development is mostly resorts and hotels. A bus staging lane is present along a section of the eastbound lanes.

Current traffic loading is mostly passenger car vehicles. However, during construction of the hotels and resorts, heavy construction traffic was present on the roadway. We understand the roadway was constructed with a soil cement base.

We understand Bonnet Creek wishes to resurface the pavement and repair areas with evidence of base failure.

### Site Location and Anticipated Conditions

Item	Description
<b>Parcel Information</b>	The project is an existing roadway located in the Bonnet Creek Resort in Orlando, Florida.
<b>Existing Improvements</b>	Asphalt pavement with landscaped median along most of the roadway. Adjacent development is hotels and resorts.
<b>Existing Topography</b>	Pre-development grades along the roadway alignment vary from about +85 to +95 feet, with the lowest ground surface elevations in the eastern portion of the roadway, near the Bonnet Creek crossing.
<b>Site Access</b>	We understand that our field work will be performed during normal working daytime hours. Maintenance of Traffic (MOT) will be required for pavement coring. Flagmen will be required along the 2-lane portion of the roadway. MOT will be performed in accordance with FDOT Standard Indices.



## Exhibit B - Scope of Services

Our proposed Scope of Services consists of field exploration, laboratory testing, and engineering/project delivery. These services are described in the following sections

### Field Exploration

The initial phase of the exploration will include a field evaluation by a geotechnical engineer to assess the condition of the roadway and map areas where pavement base failure is apparent. Determination of pavement core locations will be based on this field evaluation.

Following the field evaluation and coordination of MOT and utility clearance, we will obtain pavement cores along the roadway at an approximate spacing of 500 ft. per pair of lanes (2 cores per 500 ft. of roadway will be obtained along the 4-lane portion of the roadway, at about 250 ft. centers, staggered between the east and west bound lanes). Core locations will be adjusted, and additional cores will be performed to better assess areas of apparent base failure. Up to 40 pavement cores are anticipated.

**Core Layout:** We will use handheld GPS equipment to locate pavement cores with an estimated horizontal accuracy of +/-20 feet. Field measurements from existing site features may be utilized.

**Subsurface Exploration Procedures:** Prior to the field exploration, we will subcontract GPR services in areas of suspected utility conflict. MOT will be required to perform coring.

We will obtain pavement cores using coring equipment towed behind a truck. The field technician will note the pavement surface (asphalt) thickness and type and thickness of the base. The pavement core and base sample are brought to the office for inspection by a geotechnical engineer. Hand auger borings to depths up to 4 feet below the pavement section will also be performed at each core location.

The hand auger boring procedure consists of manually turning a 3-inch diameter, 6-inch-long sampler into the soil until it is full. The sampler is then retrieved and the soils in the sampler are visually examined and classified. The procedure is repeated until the desired termination depth is achieved or shallow groundwater levels cause collapse of the borehole. Samples of representative strata are obtained for further visual examination and classification in our laboratory.

Our exploration team will prepare field boring logs as part of standard drilling operations including sampling depths, penetration distances, and other relevant sampling information. Field logs include visual classifications of materials observed during drilling and our interpretation of subsurface conditions between samples. Final boring logs,

prepared from field logs, represent the Geotechnical Engineer's interpretation and include modifications based on observations and laboratory tests.

**Property Disturbance:** Terracon will take reasonable efforts to reduce damage to the property. We will backfill borings with auger cuttings upon completion. Pavements will be patched with cold-mix asphalt and/or ready-mixed concrete, as appropriate. Our services do not include repair of the site beyond backfilling our boreholes and patching existing pavements.

## Safety

Terracon is not aware of environmental concerns at this project site that would create health or safety hazards associated with our exploration program; thus, our Scope considers standard OSHA Level D Personal Protection Equipment (PPE) appropriate. Our Scope of Services does not include environmental site assessment services, but identification of unusual or unnatural materials observed while drilling will be noted on our logs.

Exploration efforts require borings into the subsurface, therefore Terracon will comply with local regulations to request a utility location service Sunshine State One Call of Florida (SSOCOF). We will consult with the landowner/client regarding potential utilities or other unmarked underground hazards. Based upon the results of this consultation, we will consider the need for alternative subsurface exploration methods as the safety of our field crew is a priority.

Private utilities should be marked by the owner/client prior to commencement of field exploration. Terracon will not be responsible for damage to private utilities not disclosed to us.

Terracon proposes to subcontract with a private utility locating service. Fees associated with this service are included in our Scope of Services.

The detection of underground utilities is dependent upon the composition and construction of the utility line; some utilities are comprised of non-electrically conductive materials and may not be readily detected. The use of a private utility locate service would not relieve the landowner/client of their responsibilities in identifying private underground utilities.

**Site Access:** Terracon must be granted access to the site by the property owner. Without information to the contrary, we consider acceptance of this proposal as authorization to access the property for conducting field exploration in accordance with the Scope of Services. Our proposed fees do not include time to negotiate and coordinate access with landowners or tenants. Terracon will conduct field services during normal business hours

(Monday through Friday between 7:00am and 5:00pm). If our exploration must take place over a weekend or at night, please contact us so we can adjust our schedule and fee.

### **Traffic Control:**

For the work scope of this proposal we have budgeted for subcontracting traffic control services (signage and flagman) during our drilling activities, which is anticipated to take up to 3 days. This proposal is based on the assumption that one traffic lane can be closed temporarily within a hundred feet (+/-) of our equipment during coring activities. Alternatively, others could provide all required traffic control as a cost savings measure.

### **Laboratory Testing**

The project engineer will review field data and assign laboratory tests to understand the engineering properties of various soil strata. Exact types and number of tests cannot be defined until completion of fieldwork, but we anticipate the following laboratory testing may be performed:

- Water content
- Atterberg limits
- Grain size analysis
- Organic content

Our laboratory testing program often includes examination of soil samples by an engineer. Based on the results of our field and laboratory programs, we will describe and classify soil samples in accordance with the Unified Soil Classification System (USCS).

### **Engineering and Project Delivery**

The results of our field and laboratory programs will be evaluated, and a geotechnical engineering report will be prepared under the supervision of a licensed professional engineer. The geotechnical engineering report will provide the following:

- Boring logs with field and laboratory data
- Stratification based on visual soil classification
- Groundwater levels observed during and after the completion of drilling
- Site Location and Exploration Plans
- Subsurface exploration procedures
- Encountered pavement section and soil conditions
- Evaluation of the pavement condition

- Recommendations for milling and resurfacing and repair of the pavement section, including extent of pavement base failure.

In addition to an emailed report, your project will also be delivered using our **Client Portal**. Upon initiation, we provide you and your design team the necessary link and password to access the website (if not previously registered). Each project includes a calendar to track the schedule, an interactive site map, a listing of team members, access to the project documents as they are uploaded to the site, and a collaboration portal. We welcome the opportunity to have project kickoff conversations with the team to discuss key elements of the project and demonstrate features of the portal. The typical delivery process includes the following:

- Project Planning – Proposal information, schedule and anticipated exploration plan
- Site Characterization – Findings of the site exploration and laboratory results
- Geotechnical Engineering Report

When services are complete, we upload a printable version of our completed Geotechnical Engineering report, including the professional engineer's seal and signature, which documents our services. Previous submittals, collaboration, and the report are maintained in our system. This allows future reference and integration into subsequent aspects of our services as the project goes through final design and construction.

## Exhibit C - Compensation and Project Schedule

### Compensation

Based upon our understanding of the site, the project as summarized in Exhibit A, and our planned Scope of Services outlined in Exhibit B, our base fee is shown in the following table:

Task	Lump Sum Fee <sup>2</sup>
Subsurface Exploration <sup>1</sup> , Private Utility Locates, Laboratory Testing, Geotechnical Consulting and Reporting	\$26,000
Maintenance of Traffic (MOT) including signs, cones, and flagmen	\$6,000
TOTAL	\$32,000

1. Proposed fees noted above are effective for 90 days from the date of the proposal.
2. Consulting after issuing report will be billed at \$225 per hour.

Unless instructed otherwise, we will submit our invoice(s) to the address shown at the beginning of this proposal. If conditions are encountered that require Scope of Services revisions and/or result in higher fees, we will contact you for approval, prior to initiating services. A supplemental proposal stating the modified Scope of Services as well as its effect on our fee will be prepared. We will not proceed without your authorization.

### Project Schedule

We developed a schedule to complete the Scope of Services based upon our existing availability and understanding of your project schedule. However, our schedule does not account for delays in field exploration beyond our control, such as weather conditions, delays resulting from utility clearance, or lack of permission to access the boring locations. In the event the schedule provided is inconsistent with your needs, please contact us so we may consider alternatives.

Delivery on Client Portal	Schedule <sup>1, 2</sup>
Kickoff Call with Client	2 days after notice to proceed
Site Characterization	30 days after notice to proceed
Geotechnical Engineering	45 days after notice to proceed

**Proposal for Geotechnical Engineering Services**

Chelonia Parkway | Orlando, Florida

May 9, 2023 | Terracon Proposal No. PH1235143



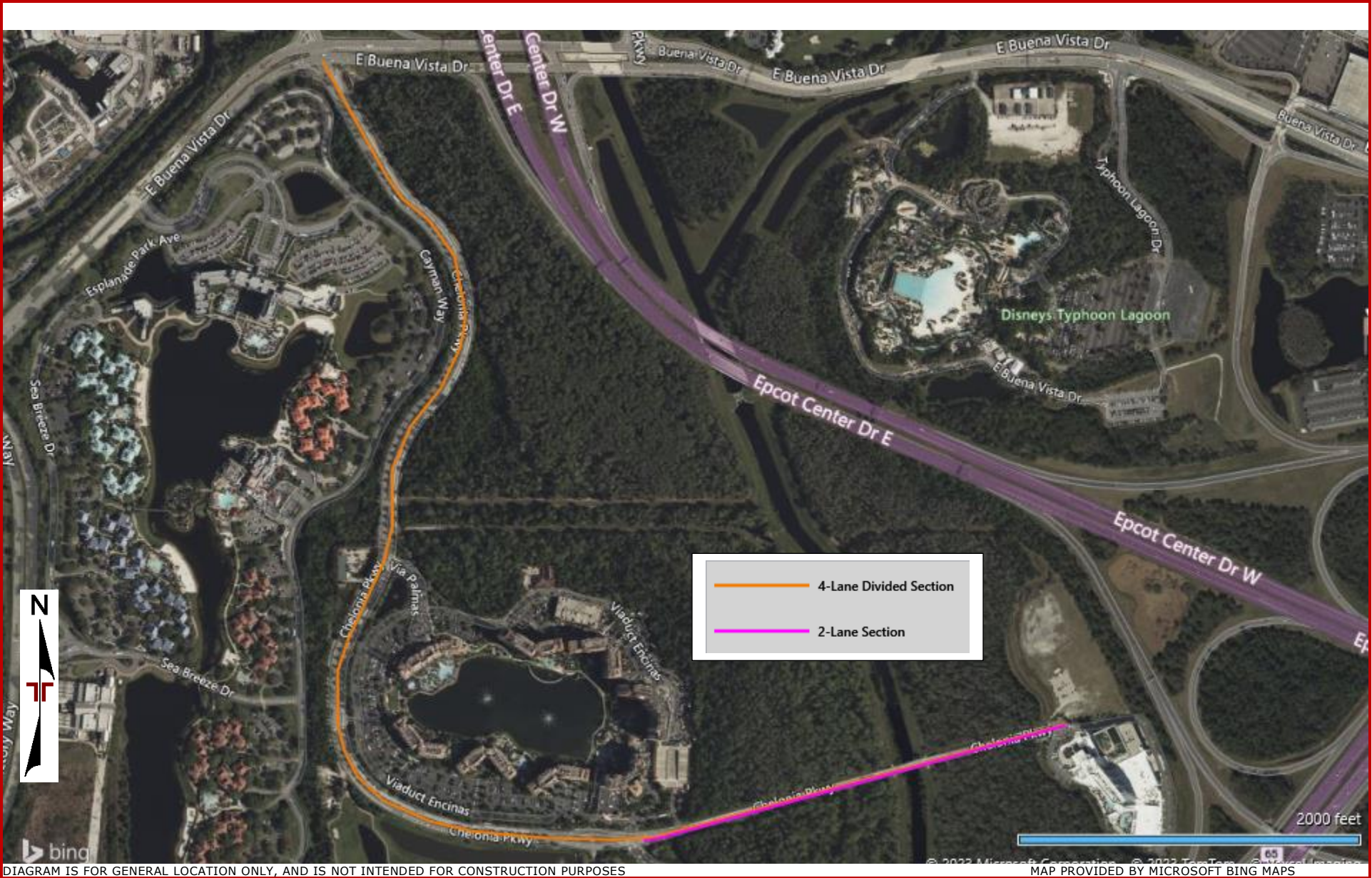
**Delivery on Client Portal**

**Schedule** <sup>1, 2</sup>

1. Upon receipt of your notice to proceed we will activate the schedule component on **Client Portal** with specific, anticipated dates for the delivery points noted above as well as other pertinent events.
2. Standard workdays. We will maintain an activities calendar within on **Client Portal**. The schedule will be updated to maintain a current awareness of our plans for delivery.



**Exhibit D – Site Location**



## SECTION B





Proposal Number: 0757-400742

May 25, 2023

**Professional Service Industries, Inc.**

1748 33<sup>rd</sup> Street, Orlando, FL 32839

Phone: (407) 304-5560

Fax: (407) 304-5561

Mr. Randall Greene, Chairman

**Bonnet Creek Resort Community Development District**

219 East Livingston Street

Orlando, Florida 32801

RE: Proposal  
Geotechnical Engineering Services  
Pavement Evaluation & Engineering  
Chelonia Parkway  
Orange County, Florida

Dear Mr. Greene:

**Professional Service Industries, Inc. (PSI), an Intertek company,** is pleased to submit the following proposal for performance of a pavement evaluation program for the referenced roadway. The pavement evaluation will be completed to provide an assessment of the condition of the existing roadway pavement and associated soil and groundwater conditions to development engineering recommendations for repair/rehabilitation of the existing roadway. Presented herein is the requested scope of services, time schedule to complete the services together with our cost estimate for the services.

### **Experience**

PSI has extensive experience with pavement coring and evaluations, having performed more than 5,000 pavement cores on Interstate, State Highway, County, City and private roadways. PSI currently holds continuing service contracts to provide pavement coring and evaluation services for Districts 1, 5 and 7 of the Florida Department of Transportation (FDOT), as well as several municipalities and the Central Florida Tourism Oversight District (formerly Reedy Creek Improvement District). Our Orlando staff includes licensed professional engineers with masters and doctoral level engineering degrees in pavement and geotechnical engineering.

### **Project Information**

The subject roadway, Chelonia Parkway, extends from East Buena Vista Boulevard south and east to its terminus at the JW Marriott Resort located in the western quadrant of the Interstate 4/EPCOT Center Drive Interchange. Chelonia Parkway is a 4-lane, median divided, asphalt paved urban roadway with curb and gutter. Generally, the roadway is elevated in fill embankment and superelevated in areas of curved alignment. The plans indicate the typical pavement section comprises 2 inches of asphalt over 8 inches of soil cement and 12 inches of subgrade. The raised road median is landscaped and irrigated. We understand some areas of the roadway have underdrain installed to control groundwater. Chelonia Parkway was originally constructed in the early 2000's to support construction of the Hilton and Waldorf Astoria Resorts, as well as provide access to the future site of the recently constructed JW Marriott Resort.





Based on the information provided by Mr. Jim Nugent, P.E. of DWMA and observations during PSI's recent site visit, portions of Chelonia Parkway have experienced varying levels of distress and have undergone repairs with apparent mill and resurfacing and localized pavement repairs over the years to maintain roadway serviceability.

The noted information has been used for the purpose of preparing this proposal. Adjustments to the scope of services may be necessary if the details differ from the noted information.

### **Scope of Services**

The purpose of this evaluation is to complete an assessment of the condition of the existing roadway pavement along with the associated shallow soil and groundwater conditions, to development engineering recommendations for rehabilitation of the existing roadway. To accomplish this goal, PSI's proposed scope of services will include the following tasks.

1. Conduct a detailed visual reconnaissance of the roadway, including photo-documentation of representative pavement conditions along the road alignment.
2. Review readily available roadway construction plans provided to PSI. Review readily available published geologic and topographic information. This published information will be obtained from the appropriate quadrangle maps published by the United States Geological Survey (USGS) and the "Soil Survey of Orange County, Florida" published by the United States Department of Agriculture (USDA) Soil Conservation Service (SCS).
3. Execute a program of pavement coring and shallow subsurface soil sampling. We propose to perform a series of thirty-four (34) full depth pavement cores (asphalt and base), along with shallow manual auger borings to a depth of 2 to 3 feet below the existing pavement base at select locations, in the east and westbound lanes of the roadway. The pavement cores will generally be spaced at 500 feet, being located at pre-determined locations that exhibit representative distress and in alternating lanes. The pavement cores will be performed with a specialized hydraulic coring trailer with maintenance of traffic (MOT) being employed for safety. The pavement will be cored to determine the pavement section (specific asphalt layer materials) and to allow drilling of the associated shallow borings. Upon completion of the pavement cores and borings, PSI will backfill the boreholes with compacted sand and patch the pavement with cold-mix asphalt patching material per FDOT Standards.
4. Visually classify and stratify the pavement cores and representative soil samples in the laboratory using FDOT Standards (pavement cores) the Unified Soil Classification System (soil samples). Conduct a limited laboratory testing program to confirm engineering properties of the encountered soils. Identify soil conditions at each boring location and form an opinion of the site soil stratigraphy.
5. Collect groundwater level measurements at the time the borings are performed.
6. Carry out engineering evaluations to determine the cause of the observed pavement distresses.



7. Develop engineering recommendations for rehabilitation/repair of the impacted areas of roadway.
8. The results of our field exploration and laboratory tests will be used in the engineering analyses of the pavement distress and to provide geotechnical engineering recommendations for remediation/rehabilitation of the roadway. The results of the pavement evaluation, including the recommendations and the data on which they are based, will be presented in a written engineering report prepared under the supervision of a professional engineer licensed in the State of Florida.

### **Schedule**

Public utility clearances will require on the order of 3 to 4 business days. The borings and pavement cores will require 2 days to complete after securing a public utility locate ticket through Sunshine One Call of Florida. We anticipate providing a written report in about 4 weeks following receipt of written authorization. We will continue to keep you and your civil engineer (Donald W. McIntosh Associates, Inc.) routinely apprised of the status of our services throughout the project.

### **Service Fee**

We propose the fee for performance of the above-outlined services be determined in accordance with our Schedule of Services and Fees and the work be performed pursuant to PSI's General Conditions. Copies of our Schedule of Services and Fees and General Conditions are enclosed herewith and incorporated by reference into this proposal. On the basis of the noted scope of services, PSI's fee for the project will be **\$19,451.00**.



**Closure**

We appreciate the opportunity to work with Bonnet Creek Resort Community Development District and Donald W. McIntosh Associates, Inc. on this project. If this proposal is acceptable, please sign below as formal notice to proceed and return one copy of this proposal intact to our office. Should you have any questions in regard to this proposal, please do not hesitate to contact this office.

Respectfully Submitted,

**PROFESSIONAL SERVICE INDUSTRIES, INC.**

Sincerely,

Luis E. Calderon, E.I.  
Project Engineer

Robert A. Trompke, P.E.  
Principal Consultant/Florida Geotechnical Practice Leader  
Florida License No. 55456

0757-400742 (Bonnet Creek District - Chelonia Parkway Pavement Evaluation)

Attachment: Schedule of Services and Fees  
General Conditions

Cc: Mr. James Nugent, P.E. - DWMA

**AGREED TO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_,**

**BY (Please Print): \_\_\_\_\_**

**TITLE: \_\_\_\_\_**

**COMPANY: \_\_\_\_\_**

**SIGNATURE: \_\_\_\_\_**

**SCHEDULE OF SERVICES AND FEES****Pavement Settlement Evaluation – Chelonia Parkway  
Orange County, Florida**

<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Rate</u>	<u>Total Cost</u>
<b><u>I. FIELD INVESTIGATION</u></b>				
A. Mobilization of Coring Rig	1	Each	\$450.00	\$ 450.00
B. Site Reconnaissance / Utility Coordination / Field Supervision Pavement Engineer	4	Hours	110.00	440.00
C. Manual Auger Boring (17 @ 3 feet) 0 to 50 feet	51	Each	11.00	561.00
D. Maintenance of Traffic	2	Days	1,500.00	3,000.00
E. Pavement Coring & Patching	34	Each	250.00	8,500.00
<b>Subtotal Field Investigation</b>				<b>\$ 12,951.00</b>
<b><u>II. LABORATORY TESTING</u></b>				
A. Visual Exam/Stratify Soils & & Measure/Classify Asphalt – Staff Engineer	6	Hours	\$85.00	\$ 510.00
B. Moisture Content	4	Each	15.00	60.00
C. Organic Content Determination	4	Each	50.00	200.00
D. -200 Sieve	8	Each	65.00	520.00
<b>Subtotal Laboratory Testing</b>				<b>\$ 1,290.00</b>
<b><u>III. ENGINEERING SERVICES</u></b>				
A. Principal Engineer	8	Hours	\$230.00	\$ 1,840.00
B. Pavement Engineer	24	Hours	110.00	2,640.00
C. Draftsman	4	Hours	85.00	340.00
D. Technical Secretarial	6	Hours	65.00	390.00
<b>Subtotal Engineering Services</b>				<b>\$ 5,210.00</b>
<b>TOTAL ALL SERVICES</b>				<b>\$ 19,451.00</b>

## GENERAL CONDITIONS - FLORIDA

1. **PARTIES AND SCOPE OF WORK:** Professional Service Industries Inc. ("PSI") shall include said company or its particular division, subsidiary or affiliate performing the work. "Work" means the specific service to be performed by PSI as set forth in PSI's proposal, Client's acceptance thereof and these General Conditions. Additional work ordered by Client shall also be subject to these General Conditions. "Client" refers to the person or business entity ordering the work to be done by PSI. If Client is ordering the work on behalf of another, Client represents and warrants that it is the duly authorized agent of said party for the purpose of ordering and directing said work. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the work ordered by the client is adequate and sufficient for Client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom Client transmits any part of PSI's work. PSI shall have no duty or obligation to any third party greater than that set forth in PSI's proposal, Client's acceptance thereof and these General Conditions. The ordering of work from PSI, or the reliance on any of PSI's work, shall constitute acceptance of the terms of PSI's proposal and these General Conditions, regardless of the terms of any subsequently issued document.
2. **TESTS AND INSPECTIONS:** Client shall cause all tests and inspections of the site, materials and work performed by PSI or others to be timely and properly performed in accordance with the plans, specifications and contract documents and PSI's recommendations. No claims for loss, damage or injury shall be brought against PSI by Client or any third party unless all tests and inspections have been so performed and unless PSI's recommendations have been followed. Client agrees to indemnify, defend and hold PSI, its officers, employees and agents harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable attorney's fees in the event that all such tests and inspections are not so performed or PSI's recommendations are not so followed.
3. **PREVAILING WAGES:** This proposal specifically excludes compliance with any project labor agreement, labor agreement, or other union or apprenticeship requirements. In addition, unless explicitly agreed to in the body of this proposal, this proposal specifically excludes compliance with any state or federal prevailing wage law or associated requirements, including the Davis Bacon Act. It is agreed that no applicable prevailing wage classification or wage rate has been provided to PSI, and that all wages and cost estimates contained herein are based solely upon standard, non-prevailing wage rates. Should it later be determined by the Owner or any applicable agency that in fact prevailing wage applies, then it is agreed that the contract value of this agreement shall be equitably adjusted to account for such changed circumstance. Client will reimburse, defend, indemnify and hold harmless PSI from and against any liability resulting from a subsequent determination that prevailing wage regulations cover the Project, including all costs, fines and attorney's fees.
4. **SCHEDULING OF WORK:** The services set forth in PSI's proposal and Client's acceptance will be accomplished by PSI personnel at the prices quoted. If PSI is required to delay commencement of the work or if, upon embarking upon its work, PSI is required to stop or interrupt the progress of its work as a result of changes in the scope of the work requested by Client, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the direct reasonable control of PSI, additional charges will be applicable and payable by Client.
5. **ACCESS TO SITE:** Client will arrange and provide such access to the site and work as is necessary for PSI to perform the work. PSI shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as the result of its work or the use of its equipment.
6. **CLIENT'S DUTY TO NOTIFY ENGINEER:** Client warrants that it has advised PSI of any known or suspected hazardous materials, utility lines and pollutants at any site at which PSI is to do work, and unless PSI has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits, Client agrees to defend, indemnify and save PSI harmless from all claims, suits, losses, costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to PSI's performance of its work and resulting to or caused by contact with subsurface or latent objects, structures, lines or conduits where the actual or potential presence and location thereof were not revealed to PSI by Client.
7. **RESPONSIBILITY:** PSI's work shall not include determining, supervising or implementing the means, methods, techniques, sequences or procedures of construction. PSI shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare. PSI's work or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with the contract documents. Client agrees that it shall require subrogation to be waived against PSI and for PSI to be added as an Additional Insured on all policies of insurance, including any policies required of Client's contractors or subcontractors, covering any construction or development activities to be performed on the project site. PSI has no right or duty to stop the contractor's work.
8. **SAMPLE DISPOSAL:** Test specimens will be disposed immediately upon completion of the test. All drilling samples will be disposed sixty (60) days after submission of PSI's report.
9. **PAYMENT:** The quantities and fees provided in this proposal are PSI's estimate based on information provided by Client and PSI's experience on similar projects. The actual total amount due to PSI shall be based on the actual final quantities provided by PSI at the unit rates provided herein. Where Client directs or requests additional work beyond the contract price it will be deemed a change order and PSI will be paid according to the fee schedule. Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause in writing within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law), until paid. Client agrees to pay PSI's cost of collection of all amounts due and unpaid after thirty (30) days, including court costs and reasonable attorney's fees. PSI shall not be bound by any provision or agreement requiring or providing for arbitration of disputes or controversies arising out of this agreement, any provision wherein PSI waives any rights to a mechanics' lien, or any provision conditioning PSI's right to receive payment for its work upon payment to Client by any third party. These General Conditions are notice, where required, that PSI shall file a lien whenever necessary to collect past due amounts. Failure to make payment within 30 days of invoice shall constitute a release of PSI from any and all claims which Client may have, whether in tort, contract or otherwise, and whether known or unknown at the time.

## GENERAL CONDITIONS - FLORIDA

### 10. ALLOCATION OF RISK, LIMITATION OF LIABILITY, AND RELEASE OF INDIVIDUAL EMPLOYEES AND AGENTS: PURSUANT TO FLORIDA STATUTE § 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT OF PSI MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

SHOULD PSI OR ANY OF ITS EMPLOYEES BE FOUND TO HAVE BEEN NEGLIGENT IN THE PERFORMANCE OF ITS WORK, OR TO HAVE MADE AND BREACHED ANY EXPRESS OR IMPLIED WARRANTY, REPRESENTATION OR CONTRACT, CLIENT, ALL PARTIES CLAIMING THROUGH CLIENT AND ALL PARTIES CLAIMING TO HAVE IN ANY WAY RELIED UPON PSI'S WORK AGREE THAT THE MAXIMUM AGGREGATE AMOUNT OF THE LIABILITY OF PSI, ITS OFFICERS, EMPLOYEES AND AGENTS SHALL BE LIMITED TO \$25,000.00 OR THE TOTAL AMOUNT OF THE FEE PAID TO PSI FOR ITS WORK PERFORMED ON THE PROJECT, WHICHEVER AMOUNT IS GREATER. IN THE EVENT CLIENT IS UNWILLING OR UNABLE TO LIMIT PSI'S LIABILITY IN ACCORDANCE WITH THE PROVISIONS SET FORTH IN THIS PARAGRAPH, CLIENT MAY, UPON WRITTEN REQUEST OF CLIENT RECEIVED WITHIN FIVE DAYS OF CLIENT'S ACCEPTANCE HEREOF, INCREASE THE LIMIT OF PSI'S LIABILITY TO \$250,000.00 OR THE AMOUNT OF PSI'S FEE PAID TO PSI FOR ITS WORK ON THE PROJECT, WHICHEVER IS THE GREATER, BY AGREEING TO PAY PSI A SUM EQUIVALENT TO AN ADDITIONAL AMOUNT OF 5% OF THE TOTAL FEE TO BE CHARGED FOR PSI'S SERVICES. THIS CHARGE IS NOT TO BE CONSTRUED AS BEING A CHARGE FOR INSURANCE OF ANY TYPE, BUT IS INCREASED CONSIDERATION FOR THE GREATER LIABILITY INVOLVED. IN ANY EVENT, ATTORNEY'S FEES EXPENDED BY PSI IN CONNECTION WITH ANY CLAIM SHALL REDUCE THE AMOUNT AVAILABLE, AND ONLY ONE SUCH AMOUNT WILL APPLY TO ANY PROJECT.

NEITHER PARTY SHALL BE LIABLE TO THE OTHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND BREACH OF STATUTORY DUTY) OR OTHERWISE FOR LOSS OF PROFIT (WHETHER DIRECT OR INDIRECT) OR FOR ANY INDIRECT, CONSEQUENTIAL, PUNITIVE, OR SPECIAL LOSS OR DAMAGE, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, REVENUE, BUSINESS, OR ANTICIPATED SAVINGS (EVEN WHEN ADVISED OF THEIR POSSIBILITY).

NO ACTION OR CLAIM, WHETHER IN TORT, CONTRACT, OR OTHERWISE, MAY BE BROUGHT AGAINST PSI ARISING FROM OR RELATED TO PSI'S WORK, MORE THAN TWO YEARS AFTER THE CESSATION OF PSI'S WORK HEREUNDER, REGARDLESS OF THE DATE OF DISCOVERY OF SUCH CLAIM.

11. **INDEMNITY:** Subject to the above limitations, PSI agrees not to defend but to indemnify and hold Client harmless from and against any and all claims, suits, costs and expenses including reasonable attorney's fees and court costs to the extent arising out of PSI's negligence as finally determined by a court of law. Client shall provide the same protection to the extent of its negligence. In the event that Client or Client's principal shall bring any suit, cause of action, claim or counterclaim against PSI, the Client and the party initiating such action shall pay to PSI the costs and expenses incurred by PSI to investigate, answer and defend it, including reasonable attorney's and witness fees and court costs to the extent that PSI shall prevail in such suit.
12. **TERMINATION:** This Agreement may be terminated by either party upon seven days' prior written notice. In the event of termination, PSI shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses.
13. **EMPLOYEES/WITNESS FEES:** PSI's employees shall not be retained as expert witnesses except by separate, written agreement. Client agrees to pay PSI's legal expenses, administrative costs and fees pursuant to PSI's then current fee schedule for PSI to respond to any subpoena. For a period of one year after the completion of any work performed under this agreement, Client agrees not to solicit, recruit, or hire any PSI employee or person who has been employed by PSI within the previous twelve months. In the event Client desires to hire such an individual, Client agrees that it shall seek the written consent of PSI, and shall pay PSI an amount equal to one-half of the employee's annualized salary, without PSI waiving other remedies it may have.
14. **FIDUCIARY:** PSI is not a financial advisor, does not provide financial advice or analysis of any kind, and nothing in our reports can create a fiduciary relationship between PSI and any other party.
15. **RECORDING:** Photographs or video recordings of the Client's own project may be taken by and used for the Client's own internal purposes. Photographs or video recordings may not be used for marketing or publicity, or distributed to a third party or otherwise published without PSI's prior review and consent in writing. Taking photographs of other Clients' samples, test setups, or facilities, or recording in any manner any test specimen other than the test specimen related to the Client's project is prohibited; and the Client agrees to hold in strict confidence and not use any proprietary information disclosed either advertently or inadvertently. The Client shall defend, hold harmless, and indemnify PSI for any breach of this clause.
16. **CHOICE OF LAW AND EXCLUSIVE VENUE:** All claims or disputes arising or relating to this agreement shall be governed by, construed, and enforced in accordance with the laws of Illinois. The exclusive venue for all actions or proceedings arising in connection with this agreement shall be either the Circuit Court in Cook County, Illinois, or the Federal Court for the Northern District of Illinois.
17. **PROVISIONS SEVERABLE:** The parties have entered into this agreement in good faith, and it is the specific intent of the parties that the terms of these General Conditions be enforced as written. In the event any of the provisions of these General Conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.
18. **ENTIRE AGREEMENT:** This agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein. This agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.

# SECTION XI



# 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**  
**March 31, 2023**

Attached please find the check register listing the Operation and Maintenance expenditures paid from March 1, 2023 through March 31, 2023. This does not include expenditures previously approved by the Board.

The total items being presented: \$ **46,972.25**

Approval of Expenditures:

---

\_\_\_\_\_ Chairman

\_\_\_\_\_ Vice Chairman

\_\_\_\_\_ Assistant Secretary

**Bonnet Creek Resort Community Development District**

Paid Operation &amp; Maintenance Expenditures

March 1, 2023 Through March 31, 2023

Vendor Name	Check Number	Invoice Number	Invoice Description	Amount
DONALD W. MCINTOSH ASSOCIATES, INC	4024	43688	GENERAL ENGINEER JANUARY 2023	\$ 525.00
LATHAM, LUNA, EDEN & BEAUDINE LLP	4025	109377	GENERAL COUNSEL JANUARY 2023	\$ 91.50
PROPUMP & CONTROLS, INC	4026	0052629-IN	FILTER IRRIGATION PUMP	\$ 592.00
YELLOWSTONE LANDSCAPE	4027	ON 492365	CENTER MEDIAN FLOWERS	\$ 740.33
YELLOWSTONE LANDSCAPE	4027	ON 494224	LANDSCAPE MAINT MARCH 2023	\$ 16,500.00
AQUATIC WEED CONTROL, INC.	4028	81491	POND EMBARKMENT FEBRUARY 2023	\$ 1,694.00
BREEDLOVE DENNIS & ASSOCIATES	4029	53045	NUISANCE/EXOTIC SPECIES CIM	\$ 2,271.12
GOVERNMENTAL MANAGEMENT SERVICES	4030	295	WETLAND MAINT /PRESSURE WASH	\$ 968.30
SOLITUDE LAKE MANAGEMENT LLC	4031	PSI-57231	IRR POND TREATMENT MARCH 2023	\$ 234.00
DONALD W. MCINTOSH ASSOCIATES, INC	4032	43805	ENGINEER SERVICES FEBRUARY 2023	\$ 1,072.76
GOVERNMENTAL MANAGEMENT SERVICES-	4033	293	MANAGEMENT FEES MARCH 2023	\$ 3,152.65
GOVERNMENTAL MANAGEMENT SERVICES-	4033	294	FIELD MANAGEMENT MARCH 2023	\$ 4,748.00
LATHAM, LUNA, EDEN & BEAUDINE LLP	4034	110053	GENERAL COUNSEL FEBRUARY 2023	\$ 1,478.02
DONALD W. MCINTOSH ASSOCIATES, INC.	196	43688	INTERSECTION IMPROVEMENTS	\$ 305.00
LATHAM, LUNA, EDEN, BEAUDINE, LLP	197	109378	REEDY CREEK/ROAD IMPROVEMENTS	\$ 91.50
Subtotal Check Register				\$ 34,464.18
<b><u>Automatic Drafts</u></b>		<b><u>Account Numbers</u></b>		
ORANGE COUNTY UTILITIES	Auto-Pay	855665881	UTILITIES	\$ 2,831.59
DUKE ENERGY	Auto-Pay	9100 8897 0713	UTILITIES	\$ 30.47
DUKE ENERGY	Auto-Pay	9100 8897 0797	UTILITIES	\$ 30.42
DUKE ENERGY	Auto-Pay	9100 8897 0888	UTILITIES	\$ 8,656.26
DUKE ENERGY	Auto-Pay	9100 8897 0987	UTILITIES	\$ 90.29
DUKE ENERGY	Auto-Pay	9100 8901 1074	UTILITIES	\$ 147.92
DUKE ENERGY	Auto-Pay	9100 8901 1587	UTILITIES	\$ 22.09
DUKE ENERGY	Auto-Pay	9100 8901 1660	UTILITIES	\$ 30.41
DUKE ENERGY	Auto-Pay	9100 8901 1751	UTILITIES	\$ 30.48
DUKE ENERGY	Auto-Pay	9100 8901 1850	UTILITIES	\$ 30.47
DUKE ENERGY	Auto-Pay	9101 3139 5246	UTILITIES	\$ 607.67
Subtotal Automatic Drafts				\$ 12,508.07
<b>Report Total</b>				<b>\$ 46,972.25</b>

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
3/01/23	00016	2/10/23 43688	202301 310-51300-31100 GENERAL ENGINEER JAN 23	DONALD W. MCINTOSH ASSOCIATES, INC	*	525.00	525.00 004024
3/01/23	00028	2/03/23 109377	202301 310-51300-31500 GENERAL COUNSEL JAN 23	LATHAM, LUNA, EDEN & BEAUDINE LLP	*	91.50	91.50 004025
3/01/23	00105	2/16/23 0052629-	202302 320-53800-46100 FILTER IRRIGATION PUMP	PROPUMP & CONTROLS, INC	*	592.00	592.00 004026
3/01/23	00050	2/16/23 ON 49236	202302 320-53800-60000 CENTER MEDIAN FLOWERS		*	740.33	
		3/01/23 ON 49422	202303 320-53800-47300 LANDSCAPE MAINT MAR 23	YELLOWSTONE LANDSCAPE	*	16,500.00	17,240.33 004027
3/08/23	00052	2/28/23 81491	202302 320-53800-44100 POND EMBARKMENT FEB 23	AQUATIC WEED CONTROL, INC.	*	1,694.00	1,694.00 004028
3/08/23	00010	2/22/23 53045	202301 320-53800-44140 NUIS/EXOTIC SPEC CIM	BREEDLOVE DENNIS & ASSOCIATES	*	2,271.12	2,271.12 004029
3/08/23	00001	1/30/23 295	202301 320-53800-49000 WETLAND MAINT/PRESSURE WA	GOVERNMENTAL MANAGEMENT SERVICES-	*	968.30	968.30 004030
3/08/23	00086	3/01/23 PSI-5723	202303 320-53800-44150 IRR POND TREATMENT MAR 23	SOLITUDE LAKE MANAGEMENT LLC	*	234.00	234.00 004031
3/16/23	00016	3/10/23 43805	202302 310-51300-31100 ENGINEER SVCS FEB 23	DONALD W. MCINTOSH ASSOCIATES, INC	*	1,072.76	1,072.76 004032
3/16/23	00001	3/01/23 293	202303 310-51300-34000 MANAGEMENT FEES MAR 23		*	2,966.33	
		3/01/23 293	202303 310-51300-35200 WEBSITE ADMIN MAR 23		*	67.75	
		3/01/23 293	202303 310-51300-35100 INFORMATION TECH MAR 23		*	104.17	
		3/01/23 293	202303 310-51300-51000 OFFICE SUPPLIES MAR 23		*	.39	

BONC BONNET CREEK MBYINGTON



CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
3/01/23	00051	2/10/23 43688	202301 600-53800-60700	INTERSECTION IMPROVEMENTS	*	305.00	
				DONALD W. MCINTOSH ASSOCIATES, INC.			305.00 000196
3/01/23	00067	2/03/23 109378	202301 600-53800-60700	REEDY CREEK/ROAD IMPROVE	*	91.50	
				LATHAM, LUNA, EDEN, BEAUDINE, LLP			91.50 000197
TOTAL FOR BANK B						396.50	
TOTAL FOR REGISTER						396.50	

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

31-51  
31-600-538-607

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

Invoice number 43688  
Date 02/10/2023

Project **22234 Bonnet Creek Resort CDD**  
**General Consulting**

RECEIVED

FEB 13 2023

For Period Through January 27, 2023

### Invoice Summary

Description	Current Billed
CDD general consulting	525.00
CDD inspections	0.00
CDD miscellaneous meetings	0.00
CDD intersection improvements	305.00
CDD irrigation pump upgrade	0.00
Reimbursable Expenses	0.00
Total	830.00

### Professional Fee Detail

	Hours	Rate	Billed Amount
Associate	3.75	210.00	787.50
Project Manager Assistant	0.50	85.00	42.50
Professional Fee Detail subtotal	4.25		830.00

Invoice total **830.00**



## Invoice Supporting Detail

### 22234 Bonnet Creek Resort CDD General Consulting

#### 000 CDD general consulting

Phase Status: Active

Billing Cutoff: 01/27/2023

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

#### Labor

WIP Status: Billable

Associate

James C. Nugent

Time Per Contract 12/19/2022 0.25 210.00 52.50

*Review auditors form on conveyances and in service dates; email GMS on conveyances.*

Subtotal 0.25 52.50

Rocky L. Carson

Time Per Contract 01/10/2023 2.25 210.00 472.50

*FDOT Taking research and mapping*

Subtotal 2.25 472.50

Labor total 2.50 525.00

#### 001 CDD inspections

Phase Status: Active

Billing Cutoff: 01/27/2023

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

WIP Status:

Subtotal 0.00

total 0.00

#### 002 CDD miscellaneous meetings

Phase Status: Active

Billing Cutoff: 01/27/2023

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

WIP Status:

Subtotal 0.00

total 0.00

#### 005 CDD intersection improvements

Phase Status: Active

Billing Cutoff: 01/27/2023

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

#### Labor

WIP Status: Billable

Associate

James C. Nugent

Time Per Contract 01/18/2023 0.75 210.00 157.50

*BDA follow up on ACOE permitting; contractor telecon on permitting status; email RCID on ACOE permit issuance and RW permit status*

Time Per Contract 01/27/2023 0.50 210.00 105.00

*Coordination with BDA, WDW and RCID on ACOE permitting*

Subtotal 1.25 262.50

Project Manager Assistant

Michelle I. Boswell

Time Per Contract 12/07/2022 0.50 85.00 42.50

*Setup meeting for ACOE Permitting*

Subtotal 0.50 42.50

## Invoice Supporting Detail

### 22234 Bonnet Creek Resort CDD General Consulting

#### 005 CDD intersection improvements

Phase Status: Active

Billing Cutoff: 01/27/2023

Date	Units	Rate	Amount
Labor total	1.75		305.00

### 007 CDD irrigation pump upgrade

Phase Status: Closed

Billing Cutoff: 01/27/2023

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

WIP Status:

Subtotal	0.00
total	0.00

### 999 Reimbursable Expenses

Phase Status: Active

Billing Cutoff: 01/27/2023

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

WIP Status:

Subtotal	0.00
total	0.00



RECEIVED FEB 20 2023

610 Old Mount Eden Road  
Shelbyville, KY 40065  
(502) 633-0677

1-105 461  
320 538

# Invoice

Invoice Number: 0052629-IN

Invoice Date: 2/16/2023

Order Number:

Order Date

Salesperson: Roben L Griffen Jr.

**Sold To:**

Bonnet Creek CDD  
C/O Governmental Mgmt Services  
Central Florida  
6200 Lee Vista Blvd -Suite 100  
Orlando, FL 32822

RECEIVED

FEB 21 2023

**Ship To:**

Bonnet Creek CDD  
14312 Bonnet Creek Resort Lane  
Suite 300  
Orlando, FL 32821

Confirm To:

Fax No:

Job Type

Customer P.O.

Terms

Net 30 Days

Item Number	Unit	Ordered	Shipped	Back Ordered	Price	Amount
/LABOR FL						216.00
Site Date:	2/14/23 Service call on the Irrigation Pump Station at Bonnet Creek Resort CDD: Troubleshoot filter fault. Technician Roben drove to site. Customer bypassed the filter on Friday the 10th 2023, until Roben could get out to clean the filter on the station. Pulled the filter out and pressure washed the filter. The inner screen on the filter was clogged up. Pulled the filter apart to make it easier to clean and also to inspect the reverser. The pawl and reverser are in good shape. Pressure washed the inside of the filter housing also. Installed the filter and valve the filter back in. Flushed the filter to make sure the filter is stroking and flushing. Filter is working good. Labor includes some travel time.					
/LABOR FL						216.00
Site Date:	2/14/23 Technician Teddy assisted Roben, cleaned filter. Labor includes some travel time.					
/SMALL PART FL	Cleaner	1.00	1.00	0.00	10.0000	10.00
/TRIP CHARGE FL	TRIP CHARGE FL	1.00	1.00	0.00	150.0000	150.00

**REMIT TO:** PROPUMP & CONTROLS, INC., 610 Old Mount Eden Road,  
Shelbyville, KY 40065

Net Invoice: 592.00  
Less Discount: 0.00

\*\*\*Late fees of 1.5% will be charged per month



on all accounts that are past due.

Sales Tax 0.00  
Invoice Total 592.00

Please note that all invoices over \$5,000 paid by credit card are  
subject to a 2.65% service charge without prior agreement.



**YELLOWSTONE**  
LANDSCAPE

1-50  
320 538 600

## INVOICE

INVOICE #	INVOICE DATE
ON 492365	2/16/2023
TERMS	PO NUMBER
Net 30	

**Bill To:**

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

**Remit To:**

Yellowstone Landscape  
PO Box 101017  
Atlanta, GA 30392-1017

**Property Name:** Bonnet Creek Resort CDD

**Invoice Due Date:** March 18, 2023

**Invoice Amount:** \$740.33

Description	Current Amount
Center Median Additional Flowers	
Landscape Enhancement	\$740.33

**Invoice Total** **\$740.33**

*Excellence*  
IN COMMERCIAL LANDSCAPING

**RECEIVED**

FEB 21 2023

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

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



## INVOICE

INVOICE #	INVOICE DATE
ON 494224	3/1/2023
TERMS	PO NUMBER
Net 30	

**Bill To:**

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

**Remit To:**

Yellowstone Landscape  
PO Box 101017  
Atlanta, GA 30392-1017

**Property Name:** Bonnet Creek Resort CDD

**Invoice Due Date:** March 31, 2023

**Invoice Amount:** \$16,500.00

1-50  
320-538473

Description	Current Amount
Monthly Maintenance March 2023	\$16,500.00

**Invoice Total** **\$16,500.00**

Excellence

IN COMMERCIAL LANDSCAPING

RECEIVED  
FEB 27 2023

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

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

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

BDA  
ENVIRONMENTAL CONSULTANTS

1-10  
320 538 44140

RECEIVED

FEB 23 2023

Bonnet Creek Resort CDD  
Governmental Management Services - Central Florida  
C/O George Flint  
6200 Lee Vista Boulevard, Suite 300  
Orlando, FL 32822

Invoice number 53045  
Date 02/22/2023

Project 1995-180 BONNETT CREEK DRI

For Services Through January 27, 2023  
Please include invoice number on remittance

LABOR

	Hours	Rate	Billed Amount
Environmental Specialist IV	14.04	53.00	744.12
Principal	3.00	184.00	552.00
Scientist I	7.00	63.00	441.00
Senior Scientist	6.00	89.00	534.00
Labor subtotal	30.04		2,271.12

Invoice total 2,271.12

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
53045	02/22/2023	2,271.12	2,271.12				
	Total	2,271.12	2,271.12	0.00	0.00	0.00	0.00

FEIN: 59-1694414

BREEDLOVE, DENNIS & ASSOCIATES, INC.

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

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

Bonnet Creek Resort CDD

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

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

Invoice number 53045

Invoice date 02/22/2023

Page 1



**BDA**  
ENVIRONMENTAL CONSULTANTS

File: 95180  
Period: Through January 27, 2023

***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**

1. Ms. Penny E. Cople (Senior Scientist) corresponded with Mr. Clayton Smith on November 29 and 30, 2022, regarding access to the mitigation areas for the nuisance/exotic plant species review.

P:\ADMIN\PROJECTS\95180\PRGS\2023\012723.DOC

BREEDLOVE, DENNIS & ASSOCIATES, INC.

☑ 330 W. Canton Ave. ~ Winter Park, FL 32789-3195  
Phone: 407-677-1882 ~ Fax: 407-657-7008

☐ 30 East Liberty St. ~ Brooksville, FL 34601-2910  
Phone: 352-799-9488 ~ Fax: 352-799-9588

**BDA**  
ENVIRONMENTAL CONSULTANTS

Bonnet Creek Resort Community Development District

Period: Through January 27, 2023

Page 2

2. Mr. Jake M. Lyons (Scientist I) conducted a review of the mitigation areas on December 1, 2022, to assess maintenance needs for nuisance/exotic plant species.
3. Mr. James M. Weber (Environmental Specialist IV) conducted a review of the mitigation areas on December 1, 2022, to assess maintenance needs for nuisance/exotic plant species.
4. Administrative Staff (Environmental Specialist IV) maintained administrative records throughout the billing period.

Task Fee (Year 2021-2022):	\$2,500.00
Amount Previously Billed:	\$0.00
<b>Amount Due This Invoice:</b>	<b>\$853.10</b>
Budget Remaining:	\$1,646.90

**Task – Project Team Meetings and Additional Requested Services**

1. Dr. W. Michael Dennis (Principal) discussed the status of the review of the sign encroachment with Department of the Army, Corps of Engineers (ACOE) staff; coordinated the mitigation credit purchase required by the South Florida Water Management District (SFWMD) permit issued for the sign encroachment area; followed-up with ACOE staff regarding the sign encroachment review on December 5, 2022; discussed the status of the coordination effort with the ACOE with the client on December 8, 2022; and coordinated with the client on January 27, 2023, to assist with resolution of the sign encroachment authorizations.
2. Ms. Cople (Senior Scientist) coordinated with Dr. Lynette Malecki Brown (Senior Scientist) to coordinate the final mitigation credit purchase from the Bullfrog Bay Mitigation Bank for the SFWMD sign encroachment permit; corresponded with Mr. George Flynt on November 15, 2022, regarding correspondence received from Orange County requesting a site review of the preserved wetlands for the state of the wetlands study being conducted by Orange County; discussed the study and site review request with Mr. Tim Hull (Orange County Environmental Protection Department) on November 15, 2022; and provided an electronic mail (email) update to Mr. Flynt on November 15, 2022, confirming that the site review had already been completed.
3. Dr. Lynette Malecki Brown (Senior Scientist) discussed the status of the mitigation credit purchase from Bullfrog Bay with Mr. Desmond Duke on October 18, 2022; reviewed the project file and SFWMD correspondence regarding the credit purchase requirements; confirmed the wiring instructions for the mitigation credit payment; corresponded with the project team via

**BDA**  
ENVIRONMENTAL CONSULTANTS

Bonnet Creek Resort Community Development District  
Period: Through January 27, 2023  
Page 3

email on October 19, 2022, regarding the payment amount due for the mitigation credit payment; forwarded a copy of the SFWMD permit to the mitigation credit provider on October 21, 2022; reviewed email correspondence from the mitigation credit provider sent to the SFWMD requesting the deduction of mitigation credits for the sign encroachment; reviewed the updated mitigation credit ledger received from the Bullfrog Bay Mitigation Bank; and forwarded a copy of the updated mitigation credit ledger to the project team on December 7, 2022.

4. Administrative Staff (Environmental Specialist IV) assisted Dr. Dennis with monitoring email correspondence and scheduling meetings throughout the billing period; and maintained administrative records throughout the billing period.

Task Fee (Year 2021-2022):	T&M
Amount Previously Billed:	\$13,027.54
<b>Amount Due This Invoice:</b>	<b>\$1,258.82</b>

---

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

---

**Task – Reviews of Nuisance/Exotic Species Maintenance**

1. Ms. Cople (Senior Scientist) reviewed the status of the maintenance review.
2. Mr. Weber (Environmental Specialist IV) conducted a nuisance/exotic plant species maintenance review on August 30, 2022.

Task Fee (Year 2021-2022):	\$4,500.00
Amount Previously Billed:	\$1,051.53
<b>Amount Due This Invoice:</b>	<b>\$159.20</b>
Budget Balance:	\$3,289.27

**Task – Project Team Meetings and Additional Requested Services**

1. No activity this billing period.

Task Fee (Year 2021-2022):	T&M
Amount Previously Billed:	\$653.60
<b>Amount Due This Invoice:</b>	<b>\$0.00</b>

**BDA**  
ENVIRONMENTAL CONSULTANTS

Bonnet Creek Resort Community Development District  
Period: Through January 27, 2023  
Page 4

<b>Total Amount Due This Invoice: \$2,271.12</b>
--

PEC/vcl

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

1-1  
320 538 49

# Invoice

Invoice #: 295  
Invoice Date: 1/30/23  
Due Date: 1/30/23  
Case:  
P.O. Number: 951

**Bill To:**

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

RECEIVED

JAN 08 2023

Description	Hours/Qty	Rate	Amount
-General Maintenance January 2023 Bonnet Creek CDD - General Maintenance January 2023 - Pressure wash the monuments and curbs sides.			
Labor	14	47.50	665.00
Mobilization	1	65.00	65.00
Materials		38.30	38.30
Equipment		200.00	200.00
Total			\$968.30
Payments/Credits			\$0.00
Balance Due			\$968.30



**Please Remit Payment to:**

Solitude Lake Management, LLC  
1320 Brookwood Drive  
Suite H  
Little Rock, AR 72202  
Phone #: (888) 480-5253  
Fax #: (888) 358-0088

1-86  
320 538 4450

**INVOICE**

Page: 1

Invoice Number: PSI-57231  
Invoice Date: 3/1/2023

Bill  
To: Bonnett Creek CDD  
Governmental Management Services  
6200 Lee Vista Blvd Suite 300  
Orlando, FL 32822

Ship  
To: Bonnett Creek CDD  
Governmental Management Services  
6200 Lee Vista Blvd Suite 300  
Orlando, FL 32822  
United States

Ship Via  
Ship Date 3/1/2023  
Due Date 3/31/2023  
Terms Net 30

Customer ID 5006  
P.O. Number  
P.O. Date 3/1/2023  
Our Order No.

Item/Description	Unit	Order Qty	Quantity	Unit Price	Total Price
Annual Maintenance		1	1	234.00	234.00
March Billing					
3/1/2023 - 3/31/2023					
Bonnett Creek Irrigation Lake					
Bonnett Creek Irrigation Lake					

PAID  
MAR 3 2023

Amount Subject to Sales Tax 0.00  
Amount Exempt from Sales Tax 234.00

**Subtotal:** 234.00  
Invoice Discount: 0.00  
Total Sales Tax: 0.00  
Payment Amount: 0.00  
**Total:** 234.00

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 43805  
Date 03/10/2023

Project **22234 Bonnet Creek Resort CDD**  
**General Consulting**

For Period Through February 24, 2023

**Invoice Summary**

Description	Current Billed
CDD general consulting	210.00
CDD inspections	0.00
CDD miscellaneous meetings	735.00
CDD intersection improvements	81.25
CDD irrigation pump upgrade	0.00
Reimbursable Expenses	46.51
Total	1,072.76

**Professional Fee Detail**

	Hours	Rate	Billed Amount
Associate	4.75	210.00	997.50
Senior Design Technician	0.25	115.00	28.75
Professional Fee Detail subtotal	5.00		1,026.25

**Reimbursable Expenses**

	Units	Rate	Billed Amount
Mileage	71.00	0.655	46.51

Invoice total **1,072.76**

## Invoice Supporting Detail

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

Phase Status: Active

Billing Cutoff: 02/24/2023

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

**Labor** WIP Status: Billable

Associate

James C. Nugent

Time Per Contract 02/13/2023 0.25 210.00 52.50

Coordination with District Counsel on Hilton/Pond insurance indemnity

Time Per Contract 02/14/2023 0.75 210.00 157.50

Prep and attend Teams meeting with CDD counsel on Hilton indemnity agreement for pond bridges

Subtotal	1.00	210.00
Labor total	1.00	210.00

### 001 CDD inspections

Phase Status: Active

Billing Cutoff: 02/24/2023

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

WIP Status:

Subtotal	0.00
total	0.00

### 002 CDD miscellaneous meetings

Phase Status: Active

Billing Cutoff: 02/24/2023

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

**Labor** WIP Status: Billable

Associate

James C. Nugent

Time Per Contract 02/02/2023 3.50 210.00 735.00

Prep for and attend CDD board meeting

Subtotal	3.50	735.00
Labor total	3.50	735.00

### 005 CDD intersection improvements

Phase Status: Active

Billing Cutoff: 02/24/2023

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

**Labor** WIP Status: Billable

Associate

James C. Nugent

Time Per Contract 02/23/2023 0.25 210.00 52.50

Coordination with BDA on entry sign ACOE permitting

Subtotal	0.25	52.50
----------	------	-------

Senior Design Technician

Scott T. Barton

Time Per Contract 02/07/2023 0.25 115.00 28.75

Base file of ACOE impacts

Subtotal	0.25	28.75
----------	------	-------



Invoice Supporting Detail

22234 Bonnet Creek Resort CDD General Consulting  
005 CDD Intersection improvements

Phase Status: Active

Billing Cutoff: 02/24/2023

Date	Units	Rate	Amount
Labor total	0.50		81.25

007 CDD irrigation pump upgrade

Phase Status: Closed

Billing Cutoff: 02/24/2023

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

WIP Status:

Subtotal	0.00
total	0.00

999 Reimbursable Expenses

Phase Status: Active

Billing Cutoff: 02/24/2023

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

Expense

WIP Status: Billable

James C. Nugent

Expense Report

Mileage

02/02/2023	71.00	0.66	46.51
Subtotal	71.00		46.51
Expense total	71.00		46.51

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

1-1

Invoice #: 293

Invoice Date: 3/1/23

Due Date: 3/1/23

Case:

P.O. Number:

**Bill To:**Bonnet Creek Resort CDD  
219 E. Livingston St.  
Orlando, FL 32801RECEIVED  
MAR 1 2023

Description	Hours/Qty	Rate	Amount
Management Fees - March 2023 310 513.34		2,966.33	2,966.33
Website Administration - March 2023 352		67.75	67.75
Information Technology - March 2023 351		104.17	104.17
Office Supplies 51		0.39	0.39
Postage 42		7.26	7.26
Copies 425		6.75	6.75
<b>Total</b>			<b>\$3,152.65</b>
<b>Payments/Credits</b>			<b>\$0.00</b>
<b>Balance Due</b>			<b>\$3,152.65</b>

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

Invoice #: 294

Invoice Date: 3/1/23

Due Date: 3/1/23

Case:

P.O. Number:

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

RECEIVED

MAR 10 2023

Description	Hours/Qty	Rate	Amount
Field Management - March 2023 320 538 340		4,748.00	4,748.00

**Total** \$4,748.00**Payments/Credits** \$0.00**Balance Due** \$4,748.00



LATHAM, LUNA,  
EDEN & BEAUDINE,<sup>LLP</sup>  
ATTORNEYS AT LAW

201 S. ORANGE AVE, STE 1400  
POST OFFICE BOX 3353  
ORLANDO, FLORIDA 32801

March 7, 2023

Invoice #: 110053  
Federal ID #:59-3366512

**Bonnet Creek CDD**

c/o Governmental Management Services  
219 E. Livingston Street  
Orlando, FL 32801

RECEIVED  
MAR 17 2023

Matter ID: 2131-001

General

**For Professional Services Rendered:**

2/1/2023	JEL	Reviewed minutes/agenda for Board of Supervisors' meeting	0.10	\$21.50
2/2/2023	JAC	Participate in Board of Supervisor meeting	2.60	\$793.00
2/3/2023	JEL	Preparation of Aquatics Agreement and email correspondence regarding same	0.20	\$43.00
2/6/2023	JAC	Prepared task list for meeting follow up; pulled prior agreement with Hilton regarding construction over CDD stormwater pond	0.30	\$91.50
2/7/2023	JEL	Continued to draft Aquatics Agreement	0.40	\$86.00
2/8/2023	JEL	Continued to work on Aquatic Agreement and email correspondence with District Manager regarding same	1.00	\$215.00
2/14/2023	JAC	Teams call with District Engineer regarding Hilton request and review of provided documents	0.30	\$91.50
2/14/2023	JEL	Teams call regarding Hilton Berm issue	0.20	\$43.00
2/27/2023	KET	Review of email correspondence from GMS regarding notice from Florida Department of Transportation regarding condemnation proceeding and responded to same.	0.30	\$66.00
<b>Total Professional Services:</b>			<b>5.40</b>	<b>\$1,450.50</b>

**For Disbursements Incurred:**

2/9/2023	Jan Carpenter travel to and from Board Meeting at the Wyndham on 02/02/2023.	\$27.52
<b>Total Disbursements Incurred:</b>		<b>\$27.52</b>

Total \$1,478.02  
Previous Balance \$0.00

**Payments & Credits**

<u>Date</u>	<u>Type</u>	<u>Notes</u>	<u>Amount</u>
		Payments & Credits	\$0.00
		<b>Total Due</b>	<b>\$1,478.02</b>

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

1-16  
310 513

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

RECEIVED

FEB 16 2023

Invoice number 43688  
Date 02/10/2023

Project **22234 Bonnet Creek Resort CDD**  
**General Consulting**

For Period Through January 27, 2023

#### Invoice Summary

Description	Current Billed
CDD general consulting	525.00
CDD inspections	0.00
CDD miscellaneous meetings	0.00
CDD intersection improvements	305.00
CDD irrigation pump upgrade	0.00
Reimbursable Expenses	0.00
Total	830.00

#### Professional Fee Detail

	Hours	Rate	Billed Amount
Associate	3.75	210.00	787.50
Project Manager Assistant	0.50	85.00	42.50
Professional Fee Detail subtotal	4.25		830.00
Invoice total			830.00

Invoice Supporting Detail

22234 Bonnet Creek Resort CDD General Consulting  
000 CDD general consulting

Phase Status: Active

Billing Cutoff: 01/27/2023

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

**Labor** WIP Status: Billable

Associate

James C. Nugent

Time Per Contract 12/19/2022 0.25 210.00 52.50

Review auditors form on conveyances and in service dates; email GMS on conveyances.

Subtotal 0.25 52.50

Rocky L. Carson

Time Per Contract 01/10/2023 2.25 210.00 472.50

FDOT Taking research and mapping

Subtotal 2.25 472.50

Labor total 2.50 525.00

001 CDD inspections

Phase Status: Active

Billing Cutoff: 01/27/2023

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

WIP Status:

Subtotal 0.00

total 0.00

002 CDD miscellaneous meetings

Phase Status: Active

Billing Cutoff: 01/27/2023

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

WIP Status:

Subtotal 0.00

total 0.00

005 CDD intersection improvements

Phase Status: Active

Billing Cutoff: 01/27/2023

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

**Labor** WIP Status: Billable

Associate

James C. Nugent

Time Per Contract 01/18/2023 0.75 210.00 157.50

BDA follow up on ACOE permitting; contractor telecon on permitting status; email RCID on ACOE permit issuance and R/W permit status

Time Per Contract 01/27/2023 0.50 210.00 105.00

Coordination with BDA, WDW and RCID on ACOE permitting

Subtotal 1.25 262.50

Project Manager Assistant

Michelle I. Boswell

Time Per Contract 12/07/2022 0.50 85.00 42.50

Setup meeting for ACOE Permitting

Subtotal 0.50 42.50

**Invoice Supporting Detail**

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

Phase Status: Active

Billing Cutoff: 01/27/2023

Date	Units	Rate	Amount
Labor total	1.75		305.00

**007 CDD irrigation pump upgrade**

Phase Status: Closed

Billing Cutoff: 01/27/2023

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

WIP Status:

Subtotal	0.00
total	0.00

**999 Reimbursable Expenses**

Phase Status: Active

Billing Cutoff: 01/27/2023

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

WIP Status:

Subtotal	0.00
total	0.00



1-28  
310 513 315

Invoice #: 109377  
Federal ID #:59-3366512

Matter ID: 2131-001

1/10/2023	JAC	Confer with Gray Robinson regarding retention for eminent domain matter; sent retainer letter	0.30	\$91.50
<b>Total Professional Services:</b>			<b>0.30</b>	<b>\$91.50</b>
			Total	\$91.50
			Previous Balance	\$0.00

<u>Date</u>	<u>Type</u>	<u>Notes</u>	<u>Amount</u>
		Payments & Credits	\$0.00
		<b>Total Due</b>	<b>\$91.50</b>

RECEIVED FEB 20 2023



***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**  
**April 30, 2023**

Attached please find the check register listing the Operation and Maintenance expenditures paid from April 1, 2023 through April 30, 2023. This does not include expenditures previously approved by the Board.

The total items being presented: \$ **39,446.54**

Approval of Expenditures:

---

\_\_\_\_\_ Chairman

\_\_\_\_\_ Vice Chairman

\_\_\_\_\_ Assistant Secretary

**Bonnet Creek Resort Community Development District**

Paid Operation &amp; Maintenance Expenditures

April 1, 2023 Through April 30, 2023

Vendor Name	Check Number	Invoice Number	Invoice Description	Amount
SOLITUDE LAKE MANAGEMENT LLC	4035	PSI-64685	IRRIGATION POND TREATMENT APRIL 2023	\$ 234.00
YELLOWSTONE LANDSCAPE	4036	ON 505533	LANDSCAPE MAINT APRIL 2023	\$ 16,500.00
BERGER, TOOMBS, ELAM, GAINES & FRANK	4037	361823	FY22 ANNUAL AUDIT	\$ 3,225.00
FREDERICK W. SAWYERS	4038	FS04062023	SUPERVISOR FEES 4/6/23	\$ 200.00
GOVERNMENTAL MANAGEMENT SERVICES	4039	296	MANAGEMENT FEES APRIL 2023	\$ 3,158.76
GOVERNMENTAL MANAGEMENT SERVICES	4039	297	FIELD MANAGEMENT APRIL 2023	\$ 4,748.00
HERBERT VON KLUGE	4040	HK04062023	SUPERVISOR FEES 4/6/23	\$ 200.00
RCM UTILITIES, LLC	4041	7899	LIFT STATION QUARTERLY INSPECTION	\$ 315.00
RICHARD J SCINTA JR	4042	RS04062023	SUPERVISOR FEES 4/6/23	\$ 200.00
PROPUMP & CONTROLS, INC	4043	0052567-IN	SERVICE CALL-IRRIGATION PUMP STATION	\$ 507.00
Subtotal Check Register				\$ 29,287.76
<b><u>Automatic Drafts</u></b>		<b><u>Account Numbers</u></b>		
ORANGE COUNTY UTILITIES	Auto-Pay	855665881	UTILITIES	\$ 4,646.91
DUKE ENERGY	Auto-Pay	9100 8897 0713	UTILITIES	\$ 30.79
DUKE ENERGY	Auto-Pay	9100 8897 0797	UTILITIES	\$ 30.79
DUKE ENERGY	Auto-Pay	9100 8897 0888	UTILITIES	\$ 4,350.15
DUKE ENERGY	Auto-Pay	9100 8897 0987	UTILITIES	\$ 86.02
DUKE ENERGY	Auto-Pay	9100 8901 1074	UTILITIES	\$ 251.86
DUKE ENERGY	Auto-Pay	9100 8901 1587	UTILITIES	\$ 22.19
DUKE ENERGY	Auto-Pay	9100 8901 1660	UTILITIES	\$ 30.79
DUKE ENERGY	Auto-Pay	9100 8901 1751	UTILITIES	\$ 30.79
DUKE ENERGY	Auto-Pay	9100 8901 1850	UTILITIES	\$ 30.79
DUKE ENERGY	Auto-Pay	9101 3139 5246	UTILITIES	\$ 647.70
Subtotal Automatic Drafts				\$ 10,158.78
<b>Report Total</b>				<b>\$ 39,446.54</b>





1-86  
320 538 44150

**Please Remit Payment to:**

Solitude Lake Management, LLC  
1320 Brookwood Drive  
Suite H  
Little Rock, AR 72202  
Phone #: (888) 480-5253  
Fax #: (888) 358-0088

**INVOICE**

Page: 1

Invoice Number: PSI-64685  
Invoice Date: 4/1/2023

Bill  
To: Bonnett Creek CDD  
Governmental Management Services  
6200 Lee Vista Blvd Suite 300  
Orlando, FL 32822

Ship  
To: Bonnett Creek CDD  
Governmental Management Services  
6200 Lee Vista Blvd Suite 300  
Orlando, FL 32822  
United States

Ship Via  
Ship Date 4/1/2023  
Due Date 5/1/2023  
Terms Net 30

Customer ID 5006  
P.O. Number  
P.O. Date 4/1/2023  
Our Order No.

Item/Description	Unit	Order Qty	Quantity	Unit Price	Total Price
Annual Maintenance		1	1	234.00	234.00
April Billing					
4/1/2023 - 4/30/2023					
Bonnett Creek Irrigation Lake					
Bonnett Creek Irrigation Lake					

**RECEIVED**

**APR 3 2023**

Amount Subject to Sales Tax 0.00  
Amount Exempt from Sales Tax 234.00

**Subtotal: 234.00**  
Invoice Discount: 0.00  
Total Sales Tax: 0.00  
Payment Amount: 0.00  
**Total: 234.00**

1-50  
320 538 473



**YELLOWSTONE**  
LANDSCAPE

## INVOICE

INVOICE #	INVOICE DATE
ON 505533	4/1/2023
TERMS	PO NUMBER
Net 30	

**Bill To:**

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

**Remit To:**

Yellowstone Landscape  
PO Box 101017  
Atlanta, GA 30392-1017

**Property Name:** Bonnet Creek Resort CDD

**Invoice Due Date:** May 1, 2023

**Invoice Amount:** \$16,500.00

Description	Current Amount
Monthly Maintenance April 2023	\$16,500.00

RECEIVED

MAR 29 2023

Invoice Total \$16,500.00

*Excellence*

IN COMMERCIAL LANDSCAPING

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

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



Berger, Toombs, Elam,  
Gaines & Frank

Certified Public Accountants PL

600 Citrus Avenue  
Suite 200  
Fort Pierce, Florida 34950

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

96  
310 513 32

RECEIVED

APR 07 2023

BONNET CREEK RESORT COMMUNITY DEVELOPMENT DISTRICT  
219 E LIVINGSTON STREET  
ORLANDO, FL 32801

Invoice No. 361823  
Date 04/02/2023  
Client No. 21241

Services rendered in connection with the audit of the Basic Financial Statements  
as of and for the year ended September 30, 2022.

Total Invoice Amount \$ 3,225.00

We now accept Visa and MasterCard.

Please enter client number on your check.

Finance charges are calculated on balances over 30 days old at an annual percentage rate of 18%

Fort Pierce / Stuart

Member AICPA

Member AICPA Division for CPA Firms  
Private Companies Practice Section

Member FICPA

RECEIVED

**Attendance Confirmation**  
for  
**BOARD OF SUPERVISORS**

APR 7 2023

**District Name:** Bonnet Creek Resort CDD


**Board Meeting Date:** April 6, 2023

	<i>Name</i>	<i>In Attendance Please ✓</i>	<i>Fee Involved Yes / No</i>
1	Fred Sawyers (OATH)	✓	Yes (\$200)
2	Richard Scinta	✓	Yes (\$200)
3	Becky Frasier		Yes (\$200)
4	Herb Von Kluge	✓	Yes (\$200)
5	Randall Greene		Yes (\$200)

98

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

**Approved for Payment:**

  
District Manager Signature

4/6/23  
Date

**\*\*RETURN SIGNED DOCUMENT TO District Accountant\*\***

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

APR 10 2023

**Bill To:**Bonnet Creek Resort CDD  
219 E. Livingston St.  
Orlando, FL 32801**Invoice #:** 296**Invoice Date:** 4/1/23**Due Date:** 4/1/23**Case:****P.O. Number:**

1-1

Description	Hours/Qty	Rate	Amount
Management Fees - April 2023 310 513 34		2,966.33	2,966.33
Website Administration - April 2023 352		67.75	67.75
Information Technology - April 2023 351		104.17	104.17
Office Supplies 51		0.33	0.33
Postage 42		20.18	20.18
<b>Total</b>			<b>\$3,158.76</b>
<b>Payments/Credits</b>			<b>\$0.00</b>
<b>Balance Due</b>			<b>\$3,158.76</b>



1001 Bradford Way  
Kingston, TN 37763

## RECEIVED

APR 10 2023

**Bonnet Creek Resort CDD**  
219 E. Livingston St.  
Orlando, FL 32801

**P.O. Number:**

1-1

Description	Hours/Qty	Rate	Amount
Field Management - April 2023 320 538 34		4,748.00	4,748.00
Total			\$4,748.00
Payments/Credits			\$0.00
Balance Due			\$4,748.00

RECEIVED

**Attendance Confirmation**  
for  
**BOARD OF SUPERVISORS**

APR 7 2023

**District Name:** Bonnet Creek Resort CDD


**Board Meeting Date:** April 6, 2023

	<i>Name</i>	<i>In Attendance Please ✓</i>	<i>Fee Involved Yes / No</i>
1	Fred Sawyers (OATH)	✓	Yes (\$200)
2	Richard Scinta	✓	Yes (\$200)
3	Becky Frasier		Yes (\$200)
4	Herb Von Kluge	✓	Yes (\$200)
5	Randall Greene		Yes (\$200)

93

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

**Approved for Payment:**

  
District Manager Signature

4/6/23  
Date

**\*\*RETURN SIGNED DOCUMENT TO District Accountant\*\***

RCM UTILITIES, LLC  
100 W. MILLS AVE  
EUSTIS, FL 32726  
billing@rcmutilities.com



## INVOICE

**BILL TO**  
Bonnet Creek Resort  
CDD  
219 E. Livingston St  
Orlando, FL 32801

RECEIVED

APR 07 2023

1-102  
320 538 466  
**INVOICE #** 7899  
**DATE** 04/06/2023  
**DUE DATE** 05/06/2023  
**TERMS** Net 30

### JOB NAME

Bonnet Creek Resort Inspection

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
03/22/2023	Service Work	Lift Station Preventative Maintenance Inspection - Quarterly - see attached report and annual inspection report.	1	315.00	315.00

SUBTOTAL	315.00
TAX	0.00
TOTAL	315.00
BALANCE DUE	<b>\$315.00</b>

RECEIVED

APR 7 2023

**Attendance Confirmation**  
for  
**BOARD OF SUPERVISORS**


District Name: Bonnet Creek Resort CDD

Board Meeting Date: April 6, 2023

	<i>Name</i>	<i>In Attendance Please ✓</i>	<i>Fee Involved Yes / No</i>
1	Fred Sawyers (OATH)	✓	Yes (\$200)
2	Richard Scinta	✓	Yes (\$200)
3	Becky Frasier		Yes (\$200)
4	Herb Von Kluge	✓	Yes (\$200)
5	Randall Greene		Yes (\$200)

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

Approved for Payment:

  
District Manager Signature

4/6/23  
Date

**\*\*RETURN SIGNED DOCUMENT TO District Accountant\*\***



610 Old Mount Eden Road  
Shelbyville, KY 40065  
(502) 633-0677

## Invoice

Page: 1

Invoice Number: 0052567-IN

Invoice Date: 2/9/2023

Order Number:

Order Date

Salesperson: Jon Chevalier

**Sold To:**

Bonnet Creek CDD  
C/O Governmental Mgmt Services  
Central Florida  
6200 Lee Vista Blvd -Suite 100  
Orlando, FL 32822

**Ship To:**

Bonnet Creek CDD  
14312 Bonnet Creek Resort Lane  
Suite 300  
Orlando, FL 32821

Confirm To:

Fax No:

Job Type

Customer P.O.

Terms

Net 30 Days

Item Number	Unit	Ordered	Shipped	Back Ordered	Price	Amount
/LABOR FL						432.00
<b>Site Date:</b>						
2/7/23 Servica call on the Irrigation Pump Station at Bonnet Creek Resort CDD: Control Power Fault on Watervision- Customer can not access remotely, doesn't know if station is operating normally. Clayton has a new irrigation team. They failed to let him know that they shut off the water going to POC JW Marriott. They also pushed the Estop on the front of the WTX POC pump station causing a Phase alarm. Reset the Estop, tested, station is running normally. Labor includes some travel time.						
/TRIP CHARGE FL		1.00	1.00	0.00	75.0000	75.00
	TRIP CHARGE FL					

1-105

**REMIT TO:** PROPUMP & CONTROLS, INC., 610 Old Mount Eden Road,  
Shelbyville, KY 40065

Net Invoice: 507.00  
Less Discount: 0.00

\*\*\*Late fees of 1.5% will be charged per month

☐ on all accounts that are past due.

Sales Tax 0.00  
**Invoice Total** 507.00

Please note that all invoices over \$5,000 paid by credit card are  
subject to a 2.65% service charge without prior agreement.

## SECTION 2

***Bonnet Creek Resort***  
***Community Development District***

***Unaudited Financial Reporting***  
***April 30, 2023***



# Table of Contents

<b>1</b>	<b>Balance Sheet</b>
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<b>4</b>	<b>Debt Service Fund</b>
<b>5</b>	<b>Capital Projects Fund</b>
<b>6-7</b>	<b>Month to Month</b>
<b>8</b>	<b>Long-Term Debt</b>
<b>9</b>	<b>Assessment Receipt Schedule</b>



**Bonnet Creek Resort**  
**Community Development District**  
**Combined Balance Sheet**  
**April 30, 2023**

	<i>General Fund</i>	<i>Debt Service Fund</i>	<i>Capital Reserve Fund</i>	<i>Totals Governmental Funds</i>
<b>Assets:</b>				
Operating	\$ 357,943	\$ -	\$ -	\$ 357,943
Investment - SBA Fund	\$ 18,876	\$ -	\$ -	\$ 18,876
Investment - Capital Projects	\$ -	\$ -	\$ 254,865	\$ 254,865
Investment - SBA Fund Reserve	\$ -	\$ -	\$ 387,830	\$ 387,830
<i>Series 2016</i>				
Revenue Fund	\$ -	\$ 1,705,733	\$ -	\$ 1,705,733
Reserve Fund	\$ -	\$ 1,038,531	\$ -	\$ 1,038,531
Prepayment Fund	\$ -	\$ 186	\$ -	\$ 186
Accounts Receivable	\$ 11,506	\$ -	\$ -	\$ 11,506
<b>Total Assets</b>	<b>\$ 388,325</b>	<b>\$ 2,744,450</b>	<b>\$ 642,695</b>	<b>\$ 3,775,471</b>
<b>Liabilities:</b>				
Accounts Payable	\$ 11,173	\$ -	\$ -	\$ 11,173
Retainage Payable	\$ -	\$ -	\$ 80,975	\$ 80,975
<b>Total Liabilities</b>	<b>\$ 11,173</b>	<b>\$ -</b>	<b>\$ 80,975</b>	<b>\$ 92,148</b>
<b>Fund Balances:</b>				
Restricted for:				
Debt Service - Series 2016	\$ -	\$ 2,744,450	\$ -	\$ 2,744,450
Assigned for:				
Capital Projects	\$ -	\$ -	\$ 561,720	\$ 561,720
Unassigned	\$ 377,152	\$ -	\$ -	\$ 377,152
<b>Total Fund Balances</b>	<b>\$ 377,152</b>	<b>\$ 2,744,450</b>	<b>\$ 561,720</b>	<b>\$ 3,683,323</b>
<b>Total Liabilities &amp; Fund Balance</b>	<b>\$ 388,325</b>	<b>\$ 2,744,450</b>	<b>\$ 642,695</b>	<b>\$ 3,775,471</b>

# Bonnet Creek Resort

## Community Development District

### General Fund

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

For The Period Ending April 30, 2023

	Adopted	Prorated Budget	Actual	
	Budget	Thru 04/30/23	Thru 04/30/23	Variance

#### **Revenues**

Maintenance Assessments - Off Roll	\$ 944,764	\$ 493,464	\$ 493,464	\$ -
Interest Income	\$ 100	\$ 58	\$ 477	\$ 419
Reuse Water Fees - Wyndham	\$ 10,000	\$ 5,833	\$ 7,722	\$ 1,888
Reuse Water Fees - Golf Course	\$ 27,000	\$ 15,750	\$ 14,966	\$ (784)
Reuse Water Fees - Signia by Hilton & Waldorf Astoria	\$ 4,000	\$ 2,333	\$ 2,410	\$ 76
Reuse Water Fees - Marriott	\$ 2,000	\$ 1,167	\$ 2,513	\$ 1,346

<b>Total Revenues</b>	<b>\$ 987,864</b>	<b>\$ 518,606</b>	<b>\$ 521,552</b>	<b>\$ 2,946</b>
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#### **Expenditures:**

#### **General & Administrative:**

Supervisor Fees	\$ 8,000	\$ 3,000	\$ 2,600	\$ 400
Engineering Fees	\$ 20,000	\$ 11,667	\$ 6,043	\$ 5,624
Trustee Fees	\$ 6,000	\$ 6,000	\$ 5,388	\$ 613
Legal Services	\$ 20,000	\$ 11,667	\$ 6,922	\$ 4,745
Assessment Roll Services	\$ 3,000	\$ 3,000	\$ 3,000	\$ -
Auditing Services	\$ 3,225	\$ 3,225	\$ 3,225	\$ -
Arbitrage Rebate Calculation	\$ 450	\$ 450	\$ 450	\$ -
District Management Fees	\$ 35,596	\$ 20,765	\$ 20,764	\$ 0
Information Technology	\$ 1,250	\$ 729	\$ 729	\$ (0)
Website Maintenance	\$ 813	\$ 474	\$ 474	\$ (0)
Insurance - Professional Liability	\$ 8,562	\$ 8,562	\$ 7,670	\$ 892
Telephone	\$ 100	\$ 58	\$ -	\$ 58
Legal Advertising	\$ 2,100	\$ 1,225	\$ 782	\$ 443
Postage	\$ 1,900	\$ 1,108	\$ 107	\$ 1,001
Printing & Binding	\$ 1,200	\$ 700	\$ 23	\$ 677
Office Supplies	\$ 300	\$ 175	\$ 3	\$ 172
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ 175	\$ -
Contingency	\$ 2,000	\$ 1,167	\$ 71	\$ 1,095

<b>Total General &amp; Administrative:</b>	<b>\$ 114,671</b>	<b>\$ 74,146</b>	<b>\$ 58,426</b>	<b>\$ 15,721</b>
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# Bonnet Creek Resort

## Community Development District

### General Fund

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

For The Period Ending April 30, 2023

	Adopted	Prorated Budget	Actual	
	Budget	Thru 04/30/23	Thru 04/30/23	Variance
<b><u>Operation and Maintenance</u></b>				
Field Management	\$ 56,976	\$ 33,236	\$ 33,236	\$ -
<b>Utility Services</b>				
Utility Services	\$ 14,000	\$ 8,167	\$ 6,882	\$ 1,285
Street Lights - Usage	\$ 4,200	\$ 2,450	\$ 2,642	\$ (192)
Street Lights - Lease & Maintenance Agreement	\$ 66,000	\$ 38,500	\$ 27,477	\$ 11,023
Water Service - Reuse Water	\$ 43,000	\$ 25,083	\$ 19,377	\$ 5,707
SFWMD Water Use Compliance Report	\$ 5,000	\$ 2,917	\$ -	\$ 2,917
<b>Stormwater Control - Bonnet Creek Resort</b>				
Oc/Dep Quarterly Well Monitoring Report	\$ 1,500	\$ 728	\$ 728	\$ -
Wetland & Upland Monitoring Services - (Bda)	\$ 3,000	\$ 1,750	\$ -	\$ 1,750
Pond & Embankment Aquatic Treatment - (Awc)	\$ 15,396	\$ 8,981	\$ 6,776	\$ 2,205
Irrigation Pond Treatment - Solitude	\$ 2,926	\$ 1,707	\$ 1,639	\$ 68
Nuisance/Exotic Species Maintenance - (Awc)	\$ 11,000	\$ 6,417	\$ -	\$ 6,417
<b>Stormwater Control - Crosby Island Marsh</b>				
Nuisance/Exotic Species Maintenance - (Awc)	\$ 7,500	\$ 4,375	\$ 2,500	\$ 1,875
Nuisance/Exotic Species Maintenance - (Bda)	\$ 4,500	\$ 2,625	\$ 2,271	\$ 354
Embankment Mowing - (A. E. Smith)	\$ 6,000	\$ 3,500	\$ -	\$ 3,500
<b>Other Physical Environment</b>				
Property Insurance	\$ 12,500	\$ 12,500	\$ 13,268	\$ (768)
Entry, Fence, Walls & Gates Maintenance	\$ 24,500	\$ 14,292	\$ -	\$ 14,292
Pump Station Maintenance	\$ 4,000	\$ 2,333	\$ 1,955	\$ 378
Pump Station Repairs	\$ 7,500	\$ 4,375	\$ 527	\$ 3,848
Landscape & Irrigation Maintenance	\$ 198,000	\$ 115,500	\$ 115,500	\$ -
Irrigation Repairs	\$ 3,500	\$ 2,042	\$ 987	\$ 1,054
Landscape Replacement	\$ 15,000	\$ 8,750	\$ 2,115	\$ 6,635
Lift Station Maintenance	\$ 5,000	\$ 5,000	\$ 5,600	\$ (600)
<b>Road &amp; Street Facilities</b>				
Roadway Repair & Maintenance	\$ 10,400	\$ 6,067	\$ 2,910	\$ 3,156
Highway Directional Signage - (R&M)	\$ 5,000	\$ 2,917	\$ -	\$ 2,917
Roadway Directory Signage - (R&M)	\$ 5,000	\$ 2,917	\$ -	\$ 2,917
Sidewalk/Curb Cleaning	\$ 12,000	\$ 7,000	\$ 646	\$ 6,354
Contingency	\$ 16,000	\$ 9,333	\$ 968	\$ 8,365
<b>Total Operation and Maintenance</b>	<b>\$ 559,398</b>	<b>\$ 333,460</b>	<b>\$ 248,004</b>	<b>\$ 85,456</b>
<b>Total Expenditures</b>	<b>\$ 674,069</b>	<b>\$ 407,607</b>	<b>\$ 306,430</b>	<b>\$ 101,176</b>
<b>Excess Revenues (Expenditures)</b>	<b>\$ 313,795</b>		<b>\$ 215,122</b>	
<b><u>Other Financing Uses</u></b>				
Transfer Out - Capital Projects	\$ 313,795	\$ -	\$ -	\$ -
<b>Total Other Financing Uses</b>	<b>\$ 313,795</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Net Change in Fund Balance</b>	<b>\$ -</b>		<b>\$ 215,122</b>	
<b>Fund Balance - Beginning</b>	<b>\$ -</b>		<b>\$ 162,031</b>	
<b>Fund Balance - Ending</b>	<b>\$ -</b>		<b>\$ 377,152</b>	

# Bonnet Creek Resort

## Community Development District

### Debt Service Fund - Series 2016

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

For The Period Ending April 30, 2023

	Adopted	Prorated Budget	Actual	
	Budget	Thru 04/30/23	Thru 04/30/23	Variance
<b>Revenues</b>				
Assessments - Direct Billed	\$ 2,110,462	\$ 2,101,025	\$ 2,101,025	\$ -
Interest Income	\$ -	\$ -	\$ 22,364	\$ 22,364
<b>Total Revenues</b>	<b>\$ 2,110,462</b>	<b>\$ 2,101,025</b>	<b>\$ 2,123,389</b>	<b>\$ 22,364</b>
<b>Expenditures:</b>				
Interest - 11/1	\$ 433,013	\$ 433,013	\$ 433,013	\$ -
Principal - 5/1	\$ 1,235,000	\$ -	\$ -	\$ -
Interest - 5/1	\$ 433,013	\$ -	\$ -	\$ -
<b>Total Expenditures</b>	<b>\$ 2,101,025</b>	<b>\$ 433,013</b>	<b>\$ 433,013</b>	<b>\$ -</b>
<b>Excess Revenues (Expenditures)</b>	<b>\$ 9,437</b>		<b>\$ 1,690,376</b>	
<b>Fund Balance - Beginning</b>	<b>\$ 12,778</b>		<b>\$ 1,054,074</b>	
<b>Fund Balance - Ending</b>	<b>\$ 22,215</b>		<b>\$ 2,744,450</b>	

**Bonnet Creek Resort**  
**Community Development District**  
**Capital Projects Fund**

**Statement of Revenues, Expenditures, and Changes in Fund Balance**  
**For The Period Ending April 30, 2023**

	Adopted	Prorated Budget	Actual	
	Budget	Thru 04/30/23	Thru 04/30/23	Variance
<b><u>Revenues</u></b>				
Interest Income	\$ 50	\$ 50	\$ 5,610	\$ 5,560
<b>Total Revenues</b>	<b>\$ 50</b>	<b>\$ 50</b>	<b>\$ 5,610</b>	<b>\$ 5,560</b>
<b><u>Expenditures:</u></b>				
Entry Monument	\$ -	\$ -	\$ 22,302	\$ (22,302)
Contingency	\$ 840,237	\$ 40	\$ 40	\$ -
<b>Total Expenditures</b>	<b>\$ 840,237</b>	<b>\$ 40</b>	<b>\$ 22,342</b>	<b>\$ (22,302)</b>
<b>Excess Revenues (Expenditures)</b>	<b>\$ (840,187)</b>		<b>\$ (16,732)</b>	
<b><u>Other Financing Sources</u></b>				
Transfer In - Capital Projects	\$ 313,795	\$ -	\$ -	\$ -
<b>Total Other Financing Sources</b>	<b>\$ 313,795</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Net Change in Fund Balance</b>	<b>\$ (526,392)</b>		<b>\$ (16,732)</b>	
<b>Fund Balance - Beginning</b>	<b>\$ 526,392</b>		<b>\$ 578,452</b>	
<b>Fund Balance - Ending</b>	<b>\$ -</b>		<b>\$ 561,720</b>	

**Bonnet Creek Resort**  
**Community Development District**  
**Month to Month**

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Total
<b><u>Revenues</u></b>													
Maintenance Assessments - Off Roll	\$ 138,560	\$ 97,631	\$ -	\$ 36,705	\$ 199,486	\$ -	\$ 21,082	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 493,464
Interest Income	\$ 50	\$ 61	\$ 69	\$ 73	\$ 69	\$ 77	\$ 78	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 477
Reuse Water Fees - Wyndham	\$ 1,730	\$ 251	\$ 1,447	\$ 620	\$ 811	\$ 1,923	\$ 939	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,722
Reuse Water Fees - Golf Course	\$ 3,016	\$ 1,179	\$ 957	\$ 1,430	\$ 2,197	\$ 3,475	\$ 2,713	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 14,966
Reuse Water Fees - Hilton	\$ 445	\$ 282	\$ 277	\$ 244	\$ 300	\$ 524	\$ 338	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,410
Reuse Water Fees - Marriott	\$ 362	\$ 295	\$ 504	\$ 325	\$ 243	\$ 508	\$ 275	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,513
<b>Total Revenues</b>	<b>\$ 144,164</b>	<b>\$ 99,698</b>	<b>\$ 3,254</b>	<b>\$ 39,398</b>	<b>\$ 203,105</b>	<b>\$ 6,506</b>	<b>\$ 25,426</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 521,552</b>
<b><u>Expenditures:</u></b>													
<b><u>General &amp; Administrative:</u></b>													
Supervisor Fees	\$ 600	\$ 800	\$ -	\$ -	\$ 600	\$ -	\$ 600	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,600
Engineering Fees	\$ 1,020	\$ 938	\$ -	\$ 525	\$ 1,073	\$ 717	\$ 1,771	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,043
Trustee Fees	\$ -	\$ 5,388	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,388
Legal Services	\$ 1,185	\$ 1,119	\$ 330	\$ 92	\$ 1,478	\$ 1,138	\$ 1,581	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,922
Assessment Roll Services	\$ 3,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,000
Auditing Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,225	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,225
Arbitrage Rebate Calculation	\$ -	\$ 450	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 450
District Management Fees	\$ 2,966	\$ 2,966	\$ 2,966	\$ 2,966	\$ 2,966	\$ 2,966	\$ 2,966	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,764
Information Technology	\$ 104	\$ 104	\$ 104	\$ 104	\$ 104	\$ 104	\$ 104	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 729
Website Maintenance	\$ 68	\$ 68	\$ 68	\$ 68	\$ 68	\$ 68	\$ 68	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 474
Insurance - Professional Liability	\$ 7,670	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,670
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Legal Advertising	\$ 782	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 782
Postage	\$ 8	\$ 13	\$ 43	\$ 4	\$ 12	\$ 7	\$ 20	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 107
Printing & Binding	\$ 11	\$ 2	\$ 4	\$ -	\$ -	\$ 7	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 23
Office Supplies	\$ 0	\$ 1	\$ 0	\$ 0	\$ 1	\$ 0	\$ 0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3
Dues, Licenses & Subscriptions	\$ 175	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 175
Contingency	\$ 61	\$ -	\$ -	\$ 5	\$ 5	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 71
<b>Total General &amp; Administrative:</b>	<b>\$ 17,650</b>	<b>\$ 11,848</b>	<b>\$ 3,515</b>	<b>\$ 3,764</b>	<b>\$ 6,306</b>	<b>\$ 5,007</b>	<b>\$ 10,335</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 58,426</b>

**Bonnet Creek Resort**  
Community Development District  
Month to Month

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Total
<b><u>Operation and Maintenance</u></b>													
Field Management	\$ 4,748	\$ 4,748	\$ 4,748	\$ 4,748	\$ 4,748	\$ 4,748	\$ 4,748	\$ -	\$ -	\$ -	\$ -	\$ -	33,236
<b>Utility Services</b>													
Utility Services	\$ 789	\$ 894	\$ 1,092	\$ 938	\$ 988	\$ 1,020	\$ 1,162	\$ -	\$ -	\$ -	\$ -	\$ -	6,882
Street Lights - Usage	\$ -	\$ 675	\$ 337	\$ 405	\$ -	\$ 804	\$ 422	\$ -	\$ -	\$ -	\$ -	\$ -	2,642
Street Lights - Lease & Maintenance Agreement	\$ -	\$ 7,847	\$ 3,924	\$ 3,925	\$ -	\$ 7,853	\$ 3,928	\$ -	\$ -	\$ -	\$ -	\$ -	27,477
Water Service - Reuse Water	\$ 1,326	\$ 5,652	\$ -	\$ 3,043	\$ 1,877	\$ 2,832	\$ 4,647	\$ -	\$ -	\$ -	\$ -	\$ -	19,377
SFWMD Water Use Compliance Report	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
<b>Stormwater Control - Bonnet Creek Resort</b>													
Oc/Dep Quarterly Well Monitoring Report	\$ -	\$ 364	\$ -	\$ 364	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	728
Wetland & Upland Monitoring Services - (Bda)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Pond & Embankment Aquatic Treatment - (Awc)	\$ 1,694	\$ -	\$ 1,694	\$ -	\$ 1,694	\$ -	\$ 1,694	\$ -	\$ -	\$ -	\$ -	\$ -	6,776
Irrigation Pond Treatment - Solitude	\$ 234	\$ 234	\$ 234	\$ 234	\$ 234	\$ 234	\$ 234	\$ -	\$ -	\$ -	\$ -	\$ -	1,639
Nuisance/Exotic Species Maintenance - (Awc)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
<b>Stormwater Control - Crosby Island Marsh</b>													
Nuisance/Exotic Species Maintenance - (Awc)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	2,500
Nuisance/Exotic Species Maintenance - (Bda)	\$ -	\$ -	\$ -	\$ 2,271	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	2,271
Embankment Mowing - (A. E. Smith)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
<b>Other Physical Environment</b>													
Property Insurance	\$ 13,268	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	13,268
Entry, Fence, Walls & Gates Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Pump Station Maintenance	\$ -	\$ 856	\$ -	\$ -	\$ 1,099	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	1,955
Pump Station Repairs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 527	\$ -	\$ -	\$ -	\$ -	\$ -	527
Landscape & Irrigation Maintenance	\$ 16,500	\$ 16,500	\$ 16,500	\$ 16,500	\$ 16,500	\$ 16,500	\$ 16,500	\$ -	\$ -	\$ -	\$ -	\$ -	115,500
Irrigation Repairs	\$ 494	\$ -	\$ 493	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	987
Landscape Replacement	\$ 1,375	\$ -	\$ -	\$ -	\$ 740	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	2,115
Lift Station Maintenance	\$ -	\$ 3,160	\$ 2,125	\$ -	\$ -	\$ 315	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	5,600
<b>Road &amp; Street Facilities</b>													
Roadway Repair & Maintenance	\$ -	\$ 1,212	\$ 1,098	\$ -	\$ -	\$ 600	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	2,910
Highway Directional Signage - (R&M)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Roadway Directory Signage - (R&M)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Sidewalk/Curb Cleaning	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 646	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	646
Contingency	\$ -	\$ -	\$ -	\$ 968	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	968
<b>Total Operation and Maintenance</b>	<b>\$ 40,428</b>	<b>\$ 42,143</b>	<b>\$ 32,245</b>	<b>\$ 33,396</b>	<b>\$ 27,880</b>	<b>\$ 38,051</b>	<b>\$ 33,862</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>248,004</b>
<b>Total Expenditures</b>	<b>\$ 58,078</b>	<b>\$ 53,991</b>	<b>\$ 35,760</b>	<b>\$ 37,160</b>	<b>\$ 34,187</b>	<b>\$ 43,058</b>	<b>\$ 44,197</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>306,430</b>
<b>Excess Revenues (Expenditures)</b>	<b>\$ 86,086</b>	<b>\$ 45,708</b>	<b>\$ (32,506)</b>	<b>\$ 2,239</b>	<b>\$ 168,919</b>	<b>\$ (36,552)</b>	<b>\$ (18,771)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>215,122</b>
<b><u>Other Financing Sources/(Uses)</u></b>													
Transfer Out - Capital Reserve	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
<b>Total Other Financing Sources (Uses)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>-</b>
<b>Net Change in Fund Balance</b>	<b>\$ 86,086</b>	<b>\$ 45,708</b>	<b>\$ (32,506)</b>	<b>\$ 2,239</b>	<b>\$ 168,919</b>	<b>\$ (36,552)</b>	<b>\$ (18,771)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>215,122</b>

# Bonnet Creek Resort

## Community Development District

### LONG TERM DEBT REPORT

SERIES 2016 SPECIAL ASSESSMENT BONDS		
INTEREST RATE:	4.50%	
MATURITY DATE:	5/1/2034	
RESERVE FUND DEFINITION	50% of MADS	
RESERVE FUND REQUIREMENT	\$1,038,531	
RESERVE BALANCE	\$1,038,531	
BONDS OUTSTANDING - 10/31/16		\$25,605,000
LESS: PRINCIPAL PAYMENT 5/1/17		(\$945,000)
LESS: PRINCIPAL PAYMENT 5/1/18		(\$990,000)
LESS: PRINCIPAL PAYMENT 5/1/19		(\$1,035,000)
LESS: PRINCIPAL PAYMENT 5/1/20		(\$1,080,000)
LESS: PRINCIPAL PAYMENT 5/1/21		(\$1,130,000)
LESS: PRINCIPAL PAYMENT 5/1/22		(\$1,180,000)
<b>CURRENT BONDS OUTSTANDING</b>		<b>\$19,245,000</b>



**Bonnet Creek Resort**  
**Community Development District**  
**OFF ROLL ASSESSMENTS**  
**FISCAL YEAR ENDING SEPTEMBER 30, 2023**

**Wyndham Vacation Ownership, Inc.**

DATE RECEIVED	Check Num	DUE DATE	AMOUNT BILLED	NET AMOUNT RECEIVED	AMOUNT DUE	GENERAL FUND	SERIES 2016
10/6/22	2189446	10/1/22	\$152,893.41	\$152,893.41	\$0.00	\$0.00	\$152,893.41
10/18/22	2190056	10/30/22	\$138,560.09	\$138,560.09	\$0.00	\$138,560.09	\$0.00
2/8/23	2196244	2/1/23	\$138,560.09	\$138,560.09	\$0.00	\$138,560.09	\$0.00
4/3/23	2198886	4/1/23	\$588,962.49	\$588,962.49	\$0.00	\$0.00	\$588,962.49
		4/30/23	\$138,560.09		\$138,560.09	\$0.00	\$0.00
		8/1/23	\$138,560.09		\$138,560.09	\$0.00	\$0.00
			<b>\$1,296,096.26</b>	<b>\$1,018,976.08</b>	<b>\$277,120.18</b>	<b>\$277,120.18</b>	<b>\$741,855.90</b>

**Wyndham Vacation Ownership, Inc.**

DATE RECEIVED	Check Num	DUE DATE	AMOUNT BILLED	NET AMOUNT RECEIVED	AMOUNT DUE	GENERAL FUND	SERIES 2016
10/4/22	315001491	10/1/22	\$44,826.28	\$44,826.28	\$0.00	\$0.00	\$44,826.28
11/29/22	315001904	10/30/22	\$15,623.03	\$15,623.03	\$0.00	\$15,623.03	\$0.00
1/25/23	315002385	2/1/23	\$15,623.03	\$15,623.03	\$0.00	\$15,623.03	\$0.00
4/3/23	315002992	4/1/23	\$172,675.85	\$172,675.85	\$0.00	\$0.00	\$172,675.85
		4/30/23	\$15,623.03		\$15,623.03	\$0.00	\$0.00
		8/1/23	\$15,623.03		\$15,623.03	\$0.00	\$0.00
			<b>\$279,994.25</b>	<b>\$248,748.19</b>	<b>\$31,246.06</b>	<b>\$31,246.06</b>	<b>\$217,502.13</b>

**JW Marriott**

DATE RECEIVED	Check Num	DUE DATE	AMOUNT BILLED	NET AMOUNT RECEIVED	AMOUNT DUE	GENERAL FUND	SERIES 2016
10/11/22	12110347	10/1/22	\$60,488.90	\$60,488.90	\$0.00	\$0.00	\$60,488.90
11/29/22	12157028	10/30/22	\$21,082.41	\$21,082.41	\$0.00	\$21,082.41	\$0.00
1/18/23	12226624	2/1/23	\$21,082.41	\$21,082.41	\$0.00	\$21,082.41	\$0.00
3/21/23	12307722	4/1/23	\$233,009.98	\$233,009.98	\$0.00	\$0.00	\$233,009.98
4/19/23	12344858	4/30/23	\$21,082.41	\$21,082.41	\$0.00	\$21,082.41	\$0.00
		8/1/23	\$21,082.41		\$21,082.41	\$0.00	\$0.00
			<b>\$377,828.52</b>	<b>\$356,746.11</b>	<b>\$21,082.41</b>	<b>\$63,247.23</b>	<b>\$293,498.88</b>

**G/B/H Golf Course**

DATE RECEIVED	Check Num	DUE DATE	AMOUNT BILLED	NET AMOUNT RECEIVED	AMOUNT DUE	GENERAL FUND	SERIES 2016
10/25/22	1007950	10/1/22	\$33,663.23	\$33,663.23	\$0.00	\$0.00	\$33,663.23
11/8/22	1007959	10/30/22	\$11,731.61	\$11,731.61	\$0.00	\$11,731.61	\$0.00
2/1/23	1008194	2/1/23	\$11,731.61	\$11,731.61	\$0.00	\$11,731.61	\$0.00
4/10/23	1008356	4/1/23	\$129,674.50	\$129,674.50	\$0.00	\$0.00	\$129,674.50
		4/30/23	\$11,731.61		\$11,731.61	\$0.00	\$0.00
		8/1/23	\$11,731.61		\$11,731.61	\$0.00	\$0.00
			<b>\$210,264.17</b>	<b>\$186,800.95</b>	<b>\$23,463.22</b>	<b>\$23,463.22</b>	<b>\$163,337.73</b>

**G/B/H Four Star**

DATE RECEIVED	Check Num	DUE DATE	AMOUNT BILLED	NET AMOUNT RECEIVED	AMOUNT DUE	GENERAL FUND	SERIES 2016
10/25/22	1007950	10/1/22	\$141,140.69	\$141,140.69	\$0.00	\$0.00	\$141,140.69
11/8/22	1007959	10/30/22	\$49,193.86	\$49,193.86	\$0.00	\$49,193.86	\$0.00
2/1/23	1008194	2/1/23	\$49,193.86	\$49,193.86	\$0.00	\$49,193.86	\$0.00
4/10/23	1008343	4/1/23	\$543,689.68	\$543,689.68	\$0.00	\$0.00	\$543,689.68
		4/30/23	\$49,193.86		\$49,193.86	\$0.00	\$0.00
		8/1/23	\$49,193.86		\$49,193.86	\$0.00	\$0.00
			<b>\$881,605.81</b>	<b>\$783,218.09</b>	<b>\$98,387.72</b>	<b>\$98,387.72</b>	<b>\$684,830.37</b>
					<b>TOTAL</b>	<b>\$493,464.41</b>	<b>\$2,101,025.01</b>

## SECTION 3

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**BILL COWLES**  
Supervisor of Elections  
Orange County, Florida

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OUR MISSION IS TO:  
*Ensure the integrity of the electoral process.  
Enhance public confidence.  
Encourage citizen participation.*

---

April 15, 2023

Monica Virgen, Recording Secretary  
Bonnet Creek Resort Community Development District  
219 E. Livingston Street  
Orlando FL, 32801

Dear Ms. Virgen:

Per the requirements of Chapter 190.006, Florida Statutes, the Orange County Supervisor of Elections Office Mapping Department has determined the number of registered voters in the Development District as of **April 15, 2023**. Our research is based on the most recent legal description provided to us by the District Office.

As of **April 15, 2023**, there are **0 registered voters** in the  
Bonnet Creek Resort Community Development District

A map and list of addresses can be provided upon request. If you have any questions or corrections, please contact the Mapping Department at 407-254-6554.

Sincerely,

Mapping Department  
Orange County Supervisor of Elections  
Phone: 407-254-6554  
119 W. Kaley St  
Orlando, FL 32806  
[soemapping@ocfelections.gov](mailto:soemapping@ocfelections.gov)

# SECTION D



# Bonnet Creek Resort CDD

## Field Management Report



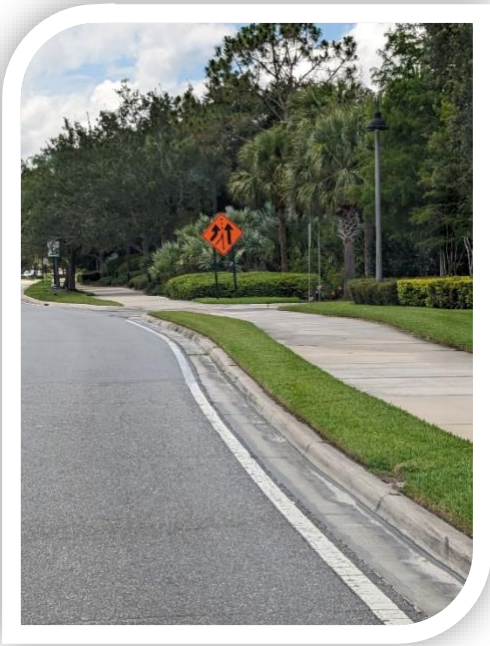
June 1, 2023

Clayton Smith – Field Services  
Manager  
GMS



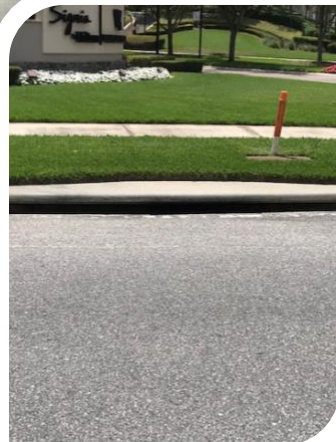
# Completed

## Curb Clearing



- ✚ Curbs along Chelonia were cleared of built-up debris and dirt.
- ✚ Some areas had some excessive build up due to construction and needed to be cleared.

## Drain Inlet Clearing



- ✚ All Drain inlets along Chelonia were cleared of debris, dirt and trash.
- ✚ This was done to prepare for the rainy season as sediment had built up in many of the drains from construction traffic and just general road use.

# Completed

## Road Repairs - Bridge



- ✚ A few potholes were repaired along Chelonia.
- ✚ A patch was made at the edge of the bridge as well.

## Bonnet Creek Berm – Maintenance Items



- ✚ Several maintenance items were completed on the berms.
- ✚ A fallen grate was retrieved.
- ✚ Debris was cleared from the top of a grate.
- ✚ A skimmer was dug out.
- ✚ New locks were added to all gates.

# Completed

## Fence and Gate Maintenance



- ✚ Over normal use of vendors going back and fourth the gates had become unaligned.
- ✚ The gates were all adjusted and straightened.



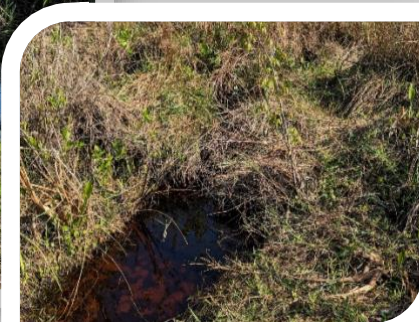
# In Progress

## Crosby Island Prescribed Burning



- + Pre-burning of Crosby Island prescribed burning was conducted.
- + Waiting on proper conditions for the final burn.

## Crosby Island Berm Repair



- + Conducted inspection of earthen berm for any necessary repairs.
- + Survey and engineering reports are pending.
- + Berm to be cleared of brush for better view and survey.
- + Working with onsite contractor.

# In Progress

## Landscape Items



- + Many landscaping action items were completed.
- + Hedge trimming, detailing, and dead plant removal has begun for the entirety of the property.
- + Resetting Firebush to promote healthy growth and to prevent encroachment into the Ligustrums.
- + Annual Change to summer mix occurring Week of June 7<sup>th</sup>.
- + Mulching occurring week of June 7<sup>th</sup>.
- + Quote generated for site wide fill in of sod, and plants.



# In Progress

## Off-site Signage



- ✚ Repricing of off-site signage currently in progress.
- ✚ Obtained updated plans from RCID and repricing using updated plans and colors.



# Conclusion

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

Respectfully,  
Clayton Smith

# SECTION 1

Allen E. Smith Ranch & Farming  
10524 Moss Park Road Suite  
204-511  
Orlando, FL 32832

May 25, 2023  
Attn: Clayton Smith  
Bonnet Creek

**Project:** Brush Cut Retention Berm

**Location:** Crosby Island Marsh

We propose the following:

- Brush cut with walk behind bush hog and weed eat retention berm to expose wash out points from the entrance to the discussed cut off point @ **\$7,811.00**

**Total = \$7,811.00**

An as built measurement will be conducted upon completion.

Please feel free to contact us with any questions or concerns.

Steve Smith (407) 466-0192 | Marshall Smith (407) 701-8882 | Office (407) 207-6200

We Appreciate your business!

Allen E. Smith Ranch & Farming, Inc.

## SECTION 2



Proposal #301990

Date: 04/11/2023

From: Craig Bramblett

## Proposal For

### Bonnet Creek Resort CDD

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

main:  
mobile:

## Location

Chelonia Pkwy  
Orlando, FL 32821

Property Name: Bonnet Creek Resort CDD

Damaged and declining materials Enhancement

Terms: Net 30

DESCRIPTION	QUANTITY	AMOUNT
Juniper 3 Gal Parsoni	90.00	\$1,799.97
Shillings 3Gal	50.00	\$999.99
Jack Frost 3 Gal	45.00	\$899.99
Sod	8.00	\$4,685.64
Sod Cutter	1.00	\$214.28
General Labor	60.00	\$4,023.37
Debris Removal Fee	2.00	\$714.28

### Client Notes

Furnish and install missing and dead plant and sod materials along Bonnet Creek Blvd.

Plant Materials for the center Island .

Sod will be marked and painted before install .













Signature

x

SUBTOTAL	\$13,337.52
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SALES TAX	\$0.00
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TOTAL	\$13,337.52
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Signature above authorizes Yellowstone Landscape to perform work as described above and verifies that the prices and specifications are hereby accepted. All overdue balances will be charge a 1.5% a month, 18% annual percentage rate.  
Limited Warranty: All plant material is under a limited warranty for one year. Transplanted plant material and/or plant material that dies due to conditions out of Yellowstone Landscape's control (i.e. Acts of God, vandalism, inadequate irrigation due to water restrictions, etc.) shall not be included in the warranty.

Contact

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Assigned To

Craig Bramblett  
Office:  
cbramblett@yellowstonelandscape.com