Bonnet Creek Resort Community Development District

Agenda

February 6, 2025

Agenda

Bonnet Creek Resort Community Development District

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

January 30, 2025

Board of Supervisors Bonnet Creek Resort Community Development District

Dear Board Members:

The Board of Supervisors of the Bonnet Creek Resort Community Development District will meet Thursday, February 6, 2025, at 2:00 p.m. at the Wyndham Bonnet Creek Resort, 9560 Via Encinas, Orlando, FL. Following is the advance agenda for the meeting:

- 1. Roll Call
- 2. Public Comment Period
- 3. Approval of Minutes of the November 7, 2024 Meetings
 - A. November 7, 2024 Landowners' Meeting
 - B. November 7, 2024 Audit Committee Meeting
 - C. November 7, 2024 Board of Supervisors Meeting
- 4. Presentation of Arbitrage Reports
- 5. Ratification of Audit Engagement Letter
- 6. Consideration of Proposal for Crosby Island Marsh Berm Repairs
- 7. Consideration of Quarterly Renewal of Lift Station Maintenance
- 8. Consideration of Renewal for Lift Station Generator Maintenance
- 9. Staff Reports
 - A. Attorney
 - B. Engineer
 - i. Status of Offsite Signage Installation
 - C. District Manager's Report
 - i. Consideration of Check Register
 - ii. Balance Sheet and Income Statement
 - D. Field Manager's Report
 - i. Consideration of Proposal for Oak Tree Trimming in CDD Areas
 - ii. Consideration of Proposal for Oak Tree Trimming on Resort Frontages
 - iii. Consideration of Proposal for Palm Debooting
- 10. Supervisor's Requests
- 11. Other Business
- 12. Adjournment

Sincerely,



George S. Flint District Manager

MINUTES

MINUTES OF MEETING BONNET CREEK RESORT COMMUNITY DEVELOPMENT DISTRICT

The Bonnet Creek Resort Community Development District held a landowners' meeting on Thursday, November 7, 2024 at 1:30 p.m. at the Wyndham Bonnet Creek Resort, 9560 Via Encinas

Present and were:

Randall Greene Herb Von Kluge Becky Frasier Richard Scinta Ryan Fitzgerald George Flint Jay Lazarovich Jim Nugent Clayton Smith

The following is a summary of the discussions and actions taken at the November 7, 2024 Bonnet Creek Resort Community Development District Board of Supervisor's Landowners' meeting.

FIRST ORDER OF BUSINESS Determination of Number of Voting Units Represented

Mr. Flint stated I have been provided with the proxy from DCS Real Estate Investments 5 LLC, the owner of the JW Marriott representing 10.6 acres, which is 11 votes naming Randall Greene as the proxy holder.

SECOND ORDER OF BUSINESS Call to Order

Mr. Flint called the landowner meeting to order.

THIRD ORDER OF BUSINESS

Election of a Chairman for the Purpose of Conducting the Landowners Meeting

Mr. Greene designated Mr. Flint as chairman for the purpose of conducting the landowners meeting.

FOURTH ORDER OF BUSINESS Nominations for Position of Supervisors (3)

Mr. Flint stated Mr. Greene has provided me with his ballot nominating himself, Randall Greene, Richard Scinta and Herb Von Kluge.

FIFTH ORDER OF BUSINESS SIXTH ORDER OF BUSINESS

Casting of Ballots Tabulation of Ballots and Announcement of Results

Mr. Flint stated Mr. Greene received 11 votes, Mr. Scinta received 11 votes and Mr. Von Kluge received 10 votes, which means that Mr. Greene and Mr. Scinta will serve four-year terms of office and Mr. Von Kluge will serve a two-year term of office.

SEVENTH ORDER OF BUSINESS Adjournment

The meeting adjourned at 1:32 p.m.

MINUTES OF AUDIT COMMITTEE MEETING **BONNET CREEK RESORT COMMUNITY DEVELOPMENT DISTRICT**

The Bonnet Creek Resort Community Development District audit committee met Thursday, November 7, 2024 at 1:33 p.m. at the Wyndham Bonnet Creek Resort, 9560 Via Encinas

Present were:

Randall Greene Herb Von Kluge **Becky Frasier Richard Scinta** Ryan Fitzgerald George Flint Jay Lazarovich Jim Nugent **Clayton Smith**

The following is a summary of the discussions and actions taken at the November 7, 2024 Bonnet Creek Resort Community Development District Audit Committee meeting.

FIRST ORDER OF BUSINESS **Roll Call**

Mr. Flint called the audit committee 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 October 3, 2024 Meeting

On MOTION by Mr. seconded by Mr. with all in favor the minutes of the October 3, 2024 meeting were approved as presented.

> On MOTION by Mr. Greene seconded by Mr. Scinta with all in favor the minutes of the October 3, 2024 meeting, were approved.

FIFTH ORDER OF BUSINESS

Review and Ranking of Proposals and Selection of an Auditor

- A. DiBartolomeo, McBee, Hartley & Barnes
- B. Grau & Associates

Mr. Flint stated Grau & Associates has the most experience, DiBartolomeo has significant experience as well. I would see them equally qualified under the criteria. The differentiating factor is very minor, and it is price. We asked for five years of pricing and Grau & Associates is slightly less expensive than DiBartolomeo. The audits are done remotely. We have a server with all the district's records on it that they access remotely and there is no site work that has to be done.

Mr. Flint tabulated the results and stated Grau & Associates received 100 points and DiBartolomeo received 99 points.

On MOTION by Mr. Greene seconded by Mr. Scinta with all in favor Grau & Associates was ranked no. 1 with 100 points and DiBartolomeo was ranked no. 2 with 99 points.

SIXTH ORDER OF BUSINESS Adjournment

On MOTION by Mr. Greene seconded by Mr. Scinta with all in favor the audit committee meeting adjourned at 1:38 p.m.

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, November 7, 2024 at 1:38 p.m. at the Wyndham Bonnet Creek Resort, 9560 Via Encinas

Present and constituting a quorum were:

| Randall Greene | Chairman |
|-----------------|---------------------|
| Herb Von Kluge | Vice Chairman |
| Becky Frasier | Assistant Secretary |
| Richard Scinta | Assistant Secretary |
| Ryan Fitzgerald | Assistant Secretary |

Also Present were:

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

The following is a summary of the discussions and actions taken at the November 7, 2024 Bonnet Creek Resort Community Development District Board of Supervisor's regular meeting.

FIRST ORDER OF BUSINESS

Mr. Flint called the meeting to order at 1:38 p.m. and called the roll.

SECOND ORDER OF BUSINESS Public Comment Period

There being no comments, the next item followed.

THIRD ORDER OF BUSINESS **Organizational Matters**

A. Administration of Oath of Office to Newly Appointed Supervisor

Mr. Flint being a notary public of the State of Florida administered the oath of office to

Mr. Greene, Mr. Von Kluge and Mr. Scinta.

Roll Call

B. Consideration of Resolution 2025-01 Canvassing and Certifying the Results of the Landowners Election

On MOTION by Mr. Scinta seconded by Mr. Greene with all in favor Resolution 2025-01 was approved reflecting that Mr. Greene received 11 votes and will serve a four-year term of office, Mr. Scinta received 11 votes and will serve a four-year term of office and Mr. Von Kluge received 10 votes and will serve a two-year term of office.

C. Consideration of Resolution 2025-02 Electing Officers

On MOTION by Mr. Von Kluge seconded by Mr. Greene with all in favor Resolution 2025-02 was approved as follows: Randall Greene chairman, Herb Von Kluge vice chairman, Becky Frasier, Richard Scinta and Ryan Fitzgerald assistant secretaries, George Flint secretary, Jill Burns treasurer and Katie Costa assistant treasurer.

FOURTH ORDER OF BUSINESS

Approval of the Minutes of the October 3, 2024 Meeting

On MOTION by Mr. Von Kluge seconded by Mr. Greene with all in favor the minutes of the October 3, 2024 meeting were approved as presented.

FIFTH ORDER OF BUSINESS

Consideration of Resolution 2025-03 Amending the Fiscal Year 2025 Budget

Mr. Flint stated the board is required within 60-days of the end of the fiscal year to amend the budget if the total actuals exceed the total budget. On the revenue side we recognized an additional \$95,000 in beginning fund balance and we adjusted some of the revenue line items down primarily associated with the reuse. We trued up on the revenue side. On the expense side we increased engineering associated with the paving project and some of the other projects are going through the general fund versus the capital reserve fund where the contract is. That has caused the engineering line item to go over significantly. We have done some nuisance cleanup

that required us to exceed our budget in that line item and there were some other miscellaneous repairs that also made us go over on some of the individual line items.

On MOTION by Mr. Greene seconded by Mr. Scinta with all in favor Resolution 2025-03 Amending the Fiscal Year 2025 Budget was approved.

SIXTH ORDER OF BUSINESS

Acceptance of the Rankings of the Audit Committee Meeting and Authorizing Staff to Send a Notice of Intent to Award

On MOTION by Mr. Von Kluge seconded by Mr. Greene with all in favor the recommendation of the audit committee as Grau & Associates being ranked no. 1 and DiBartolomeo being ranked no. 2 was accepted and staff was authorized to send a notice of intent to award.

SEVENTH ORDER OF BUSINESS Staff Reports

A. Attorney

Mr. Lazarovich stated we are working on an agreement with Jim regarding the ponds. We need to confirm the actual ponds and ownership of those ponds.

Mr. Nugent stated the ownership is in the last excerpt of the easement agreement that I sent along with the two plats. It defines some of that information as well as maintenance responsibilities. On the South Florida permits insofar as the Wyndham stormwater facilities the O&M on those is not the same on all four phases.

Mr. Flint stated recently the expansion project for the Hilton, you approved the transfer of the water management district permit to the CDD as the operating and maintenance entity. Right now you are maintaining the ponds within your property although they are part of the water management district permit that is in the CDD's name. I want to make sure that we have an agreement between the CDD and the various owners that they understand they have maintenance responsibility for those ponds. We want things to continue to be done the way they currently are, we just need to make sure we document it through an agreement or otherwise. The only pond we are maintaining is the irrigation pond. We might have to draft agreements between the CDD and the parties documenting the maintenance responsibilities.

Mr. Lazarovich stated we should be able to bring those to the next meeting.

B. Engineer

Mr. Nugent stated I got a response from CFTOD on the wayfinding sign stakeouts and I will follow-up on that.

The repaying of Phase 2 has been rescheduled.

Mr. Flint stated originally the two-lane section was scheduled for early November and with the hurricanes they pushed it two weeks. We got another email today that they want to push it again. We had two hurricanes and we have continued to get rain. They are getting backed up, unfortunately, the date they gave us is Thanksgiving week, which is not going to work. The primary property that would be affected would be JW although I'm sure everybody would be impacted by it because there will be some staging and backed up traffic. We will keep it after Thanksgiving and as far away from Christmas as we can. They are going to do it over three days and they have to wait two weeks to do the thermoplastic striping. They will come back and do that at night.

C. District Manager's Report

i. Consideration of Check Register

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

ii. Balance Sheet and Income Statement

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

D. Field Manager's Report

Mr. Smith stated in the agenda is the field report and some quotes and I also provided additional quotes separately.

i. Consideration of Proposal for Grapevine Cleanup

On MOTION by Mr. Scinta seconded by Mr. Greene with all in favor the proposal from Aquatic Weed Control, Inc. in the amount of \$8,225.00 was approved.

ii. Consideration of Proposals for Viburnum Hedge Replacement

On MOTION by Mr. Fitzgerald seconded by Mr. Von Kluge with all in favor the proposal from Yellowstone Landscape in the amount of \$12,935.95 was approved.

iii. Consideration of Proposals for Landscape Dumpster

On MOTION by Mr. Greene seconded by Mr. Scinta with all in favor the proposal from Yellowstone Landscape in the amount of \$411.00 per month was approved.

iv. Consideration of Proposals for Paver Repairs

On MOTION by Mr. Greene seconded by Mr. Von Kluge with all in favor the proposal from Prince for paver repair in the amount of \$2,800 was approved.

v. Consideration of Proposals for Electrical Box Repairs

On MOTION by Mr. Fitzgerald seconded by Mr. Greene with all in favor an amount not to exceed \$3,687 was approved for the replacement of the two electric boxes.

vi. Consideration of Proposal for Offsite Wayfinding Signs

On MOTION by Mr. Von Kluge seconded by Mr. Greene with all in favor the quote from ------ for offsite wayfinding signage in the amount of \$110,000 was approved.

EIGHTH ORDER OF BUSINESS Supervisor's Requests

There being no comments, the next item followed.

NINTH ORDER OF BUSINESS Other Business

There being no comments, the next item followed.

TENTH ORDER OF BUSINESS Adjournment

There being no comments, the next item followed.

On MOTION by Mr. Greene seconded by Mr. Scinta with all in favor the meeting adjourned at 2:25 p.m.

Secretary/Assistant Secretary

Chairman/Vice Chairman

SECTION IV

REBATE REPORT \$25,605,000 Bonnet Creek Resort Community Development District

(Orange County, Florida) Special Assessment Refunding Bonds, Series 2016

Dated: October 14, 2016 Delivered: October 14, 2016

Rebate Report to the Computation Date October 14, 2026 Reflecting Activity To October 31, 2024



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November 21, 2024

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

Re: \$25,605,000 Bonnet Creek Resort Community Development District, (Orange County, Florida), Special Assessment Refunding Bonds, Series 2016

Dear Ms. Costa:

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

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

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

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

Very truly yours,

Michael J. Scarfo Senior Vice President

Trong Ina

Trong M. Tran Assistant Vice President

SUMMARY OF REBATE COMPUTATIONS

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

For the October 14, 2026 Computation Date Reflecting Activity from October 14, 2016 through October 31, 2024

| Fund | Taxable | Net | Rebatable |
|----------------------------|-------------|--------------|----------------|
| Description | Inv Yield | Income | Arbitrage |
| Escrow Fund | 0.000000% | 0.00 | (136,109.32) |
| Debt Service Reserve Fund | 1.798286% | 153,830.51 | (299,375.16) |
| Cost of Issuance Fund | 0.252687% | 11.60 | (298.00) |
| Totals | 1.446164% | \$153,842.11 | \$(435,782.48) |
| Bond Yield | 4.500300% | | |
| Rebate Computation Credits | (16,133.36) | | |
| Net Rebatable Arbitrage | | | \$(451,915.84) |

Based upon our computations, no rebate liability exists.

SUMMARY OF COMPUTATIONAL INFORMATION AND DEFINITIONS

COMPUTATIONAL INFORMATION

- 1. For purposes of computing Rebatable Arbitrage, investment activity is reflected from October 14, 2016, the date of the closing, to October 31, 2024, the Computation Period. All nonpurpose payments and receipts are future valued to the Computation Date of October 14, 2026.
- 2. Computations of yield are based on a 360-day year and semiannual compounding on the last day of each compounding interval. Compounding intervals end on a day in the calendar year corresponding to Bond maturity dates or six months prior.
- 3. For investment cash flow, debt service and yield computation purposes, all payments and receipts are assumed to be paid or received respectively, as shown on the attached schedules.
- 4. Purchase prices on investments are assumed to be at fair market value, representing an arm's length transaction.
- 5. During the period between October 14, 2016 and October 31, 2024, the District made periodic payments into the Interest, Sinking, Revenue and Prepayment Funds (collectively, the Debt Service Funds) that were used, along with the interest earned, to provide the required debt service payments.

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

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

6. According to the IRS Form 8038-G, the yield on the Bonds is 4.500300%.

DEFINITIONS

7. Computation Date

October 14, 2026.

8. Computation Period

The period beginning on October 14, 2016, the date of the closing, and ending on October 31, 2024.

9. Bond Year

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

10. Bond Yield

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

11. Taxable Investment Yield

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

12. Issue Price

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

13. Rebatable Arbitrage

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

14. Funds and Accounts

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

| Name | Number |
|----------------------|-----------|
| Revenue | 224102000 |
| Interest | 224102001 |
| Sinking | 224102002 |
| Debt Service Reserve | 224102003 |
| Prepayment | 224102004 |
| Cost of Issuance | 224102005 |

METHODOLOGY

Bond Yield

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

Investment Yield and Rebate Amount

The methodology used to calculate the Rebatable Arbitrage, as of October 31, 2024, was to calculate the future value of the disbursements from all funds, subject to rebate, and the value of the remaining bond proceeds, at the yield on the Bonds, to October 14, 2026. This figure was then compared to the future value of the deposit of bond proceeds into the various investment accounts at the same yield. The difference between the future values of the two cash flows, on October 14, 2026, is the Rebatable Arbitrage.

\$25,605,000 Bonnet Creek Resort Community Development District (Orange County, Florida) Special Assessment Refunding Bonds, Series 2018 Delivered: October 14, 2016

| SOURCES | Bond Proceeds | Other Proceeds | Totals |
|---------------------------------|----------------------|----------------|-----------------|
| Par Amount | \$ 25,605,000.00 | | \$25,605,000.00 |
| Prior Revenue Fund | | \$1,066,606.43 | 1,066,606.43 |
| Prior Redemption Fund | | 507.68 | 507.68 |
| Prior Debt Service Reserve Fund | | 2,758,000.00 | 2,758,000.00 |
| Totals | \$25,605,000.00 | \$3,825,114.11 | \$29,430,114.11 |
| USES | Bond Proceeds | Other Proceeds | Totals |

| USES | | Bond Proceeds | Other Proceeds | I otals |
|-----------------------------------|--------|-----------------|----------------|-----------------|
| Escrow Fund | | \$23,964,566.82 | \$3,770,703.48 | \$27,735,270.30 |
| Debt Service Reserve Fund | | 1,038,712.50 | | 1,038,712.50 |
| Debt Service Interest Fund | | | 54,410.63 | 54,410.63 |
| Cost of Issuance Fund | | 601,720.68 | | 601,720.68 |
| | Totals | \$25,605,000.00 | \$3,825,114.11 | \$29,430,114.11 |

\$25,605,000 Bonnet Creek Resort Community Development District (Orange County, Florida) Special Assessment Refunding Bonds, Series 2016 Escrow Fund

| DATE | DESCRIPTION | RECEIPTS (PAYMENTS) | 00 | ADJUSTED RECEIPTS (PAYMENTS) | FUTURE VALUE @ BOND YIELD OF (4.500300%) |
|----------------------------------|-------------|---|-------------------------|---|---|
| 10/14/16 11/01/16 11/14/16 | Beg Bal | -27,735,270.30 1,078,853.13 26,656,417.17 | 86.40 86.40 86.40 | -23,964,566.82 932,179.41 23,032,387.41 | -37,398,024.25 1,451,663.23 35,810,251.71 |
| 10/14/26 | TOTALS: | 0.00 | | 0.00 | -136,109.32 |

| ISSUE DATE: | 10/14/16 | REBATABLE ARBITRAGE: | -136,109.32 |
|-------------|-----------|----------------------|-------------|
| COMP DATE: | 10/14/26 | NET INCOME: | 0.00 |
| BOND YIELD: | 4.500300% | TAX INV YIELD: | 0.00000% |

\$25,605,000 Bonnet Creek Resort Community Development District (Orange County, Florida) Special Assessment Refunding Bonds, Series 2016 Debt Service Reserve Fund

| DATE | DESCRIPTION | RECEIPTS (PAYMENTS) | FUTURE VALUE @ BOND YIELD OF (4.500300%) |
|--|------------------------|--|---|
| 10/14/16 11/02/16 12/02/17 01/04/17 02/02/17 04/04/17 05/02/17 06/02/17 07/05/17 09/05/17 10/03/17 11/02/17 12/04/17 01/03/18 02/02/18 04/03/18 05/01/18 05/02/18 06/04/18 07/03/18 08/02/18 09/05/18 10/02/18 | DESCRIPTION Beg Bal | (PAYMENTS) -1,038,712.50 61.01 111.99 201.32 289.59 264.95 360.61 436.02 463.39 548.09 650.68 667.66 651.38 682.22 693.87 830.24 940.30 874.98 1,098.08 0.06 1,206.70 1,285.56 1,335.35 1,458.03 1,469.95 1,468.67 | (4.500300%) -1,620,967.97 95.00 173.73 311.08 445.93 406.48 551.05 663.98 703.05 828.17 979.91 1,001.38 973.59 1,016.04 1,029.31 1,227.19 1,384.90 1,283.93 1,605.14 0.09 1,757.60 1,865.07 1,930.37 2,100.17 2,108.72 2,099.87 |
| 11/02/18 12/04/18 01/03/19 02/04/19 03/04/19 04/02/19 05/02/19 06/04/19 07/02/19 08/02/19 09/04/19 10/02/19 11/04/19 12/03/19 01/03/20 02/04/20 03/03/20 03/18/20 04/02/20 05/04/20 06/01/20 07/02/20 | | $\begin{array}{c} 1,685.49\\ 1,671.03\\ 1,800.34\\ 1,918.18\\ 1,724.26\\ 1,918.34\\ 1,867.94\\ 1,907.69\\ 1,821.78\\ 1,871.16\\ 1,673.55\\ 1,585.14\\ 1,440.40\\ 1,218.85\\ 1,209.57\\ 1,181.46\\ 1,104.54\\ 181.25\\ 647.67\\ 106.69\\ 10.39\\ 5.11\\ \end{array}$ | $\begin{array}{c} 2,400.95\\ 2,370.95\\ 2,545.28\\ 2,701.51\\ 2,419.41\\ 2,682.43\\ 2,602.29\\ 2,647.18\\ 2,519.23\\ 2,577.93\\ 2,296.58\\ 2,167.74\\ 1,962.03\\ 1,654.30\\ 1,635.63\\ 1,591.51\\ 1,482.57\\ 242.83\\ 866.22\\ 142.13\\ 13.80\\ 6.76\end{array}$ |

\$25,605,000 Bonnet Creek Resort Community Development District (Orange County, Florida) Special Assessment Refunding Bonds, Series 2016 Debt Service Reserve Fund

| DATE | DESCRIPTION | RECEIPTS (PAYMENTS) | FUTURE VALUE @ BOND YIELD OF (4.500300%) |
|--|-------------|--|---|
| 08/04/20 09/02/20 10/02/20 11/03/20 12/02/21 02/02/21 03/02/21 03/02/21 04/02/21 05/04/21 07/02/21 07/02/21 09/02/21 10/04/21 11/02/21 12/02/21 12/30/21 01/04/22 03/02/22 03/02/22 03/02/22 04/04/22 05/03/22 06/02/22 08/02/22 08/02/22 10/04/22 12/02/22 12/02/22 12/02/22 12/02/22 12/02/22 12/02/22 12/02/22 12/02/22 12/02/22 12/02/22 12/02/22 01/04/23 02/02/23 03/02/23 04/04/23 05/02/23 06/02/23 06/02/23 07/05/23 | DESCRIPTION | (PAYMENTS) 5.30 5.30 5.11 5.30 5.11 5.28 5.28 4.82 1.21 5.28 5.11 5.28 5.11 5.28 5.11 5.28 5.11 5.28 5.11 5.28 5.35 5.11 5.28 5.35 5.11 5.28 5.35 5.11 5.28 5.35 5.11 3.66 5.28 5.28 5.28 4.84 12.54 42.54 42.54 42.54 378.02 694.03 1,105.37 1,624.13 1,822.28 2,388.94 2,906.70 1.28 3,296.00 3,490.55 3,333.13 3,794.52 3,870.76 4,203.62 4,121.95 4,315.05 4,478.33 | BOND YIELD OF (4.500300%) 6.98 6.96 6.68 6.91 6.63 6.83 6.80 6.19 1.55 6.75 6.51 6.70 6.46 6.65 6.72 6.39 6.58 6.35 4.53 6.51 5.94 15.34 5.94 15.34 5.94 15.34 5.94 15.34 5.94 15.34 5.94 15.34 5.94 15.34 5.94 15.34 5.94 15.34 5.94 15.34 5.94 15.34 5.94 15.34 5.94 15.34 5.94 15.34 5.94 15.34 5.95 1,950.69 2,180.04 2,848.07 3,452.51 1.52 3,899.45 4,115.35 3,915.21 4,439.58 4,513.13 4,883.08 4,768.72 4,975.48 5,142.73 |
| 10/03/23 11/02/23 12/04/23 01/03/24 02/02/24 03/04/24 04/02/24 | | 4,342.65 4,502.80 4,372.42 4,516.22 4,498.01 4,181.62 4,470.64 | 4,969.69 5,134.52 4,966.17 5,111.14 5,072.31 4,696.91 5,004.19 |

\$25,605,000 Bonnet Creek Resort Community Development District (Orange County, Florida) Special Assessment Refunding Bonds, Series 2016 Debt Service Reserve Fund

| | | | FUTURE VALUE @ |
|-----------|-------------|----------------------|----------------|
| | | RECEIPTS | BOND YIELD OF |
| DATE | DESCRIPTION | (PAYMENTS) | (4.500300%) |
| | | | |
| 05/02/24 | | 4,320.98 | 4,818.76 |
| 06/04/24 | | 4,469.75 | 4,964.99 |
| 07/02/24 | | 4,327.77 | 4,790.67 |
| 08/02/24 | | 4,469.30 | 4,929.02 |
| 09/04/24 | | 4,459.39 | 4,898.68 |
| 10/02/24 | | 4,175.54 | 4,571.02 |
| 10/31/24 | Bal | 1,038,531.25 | 1,132,964.67 |
| 10/31/24 | Acc | 4,314.72 | 4,707.06 |
| 10/14/26 | TOTALS: | 153,830.51 | -299,375.16 |
| 10/14/20 | IUIALS: | 135,030.31 | -299,373.10 |
| | | | |
| ISSUE DAT | E: 10/14/16 | REBATABLE ARBITRAGE: | -299,375.16 |

| ISSUE DATE: | 10/14/16 | REBATABLE ARBITRAGE: | -299,375.16 |
|-------------|-----------|----------------------|-------------|
| COMP DATE: | 10/14/26 | NET INCOME: | 153,830.51 |
| BOND YIELD: | 4.500300% | TAX INV YIELD: | 1.798286% |

\$25,605,000 Bonnet Creek Resort Community Development District (Orange County, Florida) Special Assessment Refunding Bonds, Series 2016 Cost of Issuance Fund

| | | | FUTURE VALUE @ |
|------------------|-------------|----------------------|----------------|
| | | RECEIPTS | BOND YIELD OF |
| DATE | DESCRIPTION | (PAYMENTS) | (4.500300%) |
| | | | |
| 10/14/16 | Beg Bal | -601,720.68 | -939,018.21 |
| 10/14/16 | | 62,000.00 | 96,754.41 |
| 10/14/16 | | 5,250.00 | 8,192.91 |
| 10/14/16 | | 25,150.00 | 39,247.96 |
| 10/14/16 | | 320,062.50 | 499,475.13 |
| 10/14/16 | | 15,000.00 | 23,408.32 |
| 10/14/16 | | 128,025.00 | 199,790.05 |
| 10/14/16 | | 27,500.00 | 42,915.26 |
| 10/14/16 | | 1,750.00 | 2,730.97 |
| 10/26/16 | | 750.00 | 1,168.68 |
| 10/26/16 | | 6,800.00 | 10,596.04 |
| 02/23/17 | | 1,015.00 | 1,558.90 |
| 04/04/17 | | 8,429.78 | 12,881.55 |
| | | | |
| 10/14/26 TOTALS: | | 11.60 | -298.00 |
| | | | |
| ISSUE DATH | E: 10/14/16 | REBATABLE ARBITRAGE: | -298.00 |
| COMP DATE | | NET INCOME: | 11.60 |
| BOND YIELI | | TAX INV YIELD: | 0.252687% |
| | | | |

\$25,605,000 Bonnet Creek Resort Community Development District (Orange County, Florida) Special Assessment Refunding Bonds, Series 2016 Rebate Computation Credits

ARBITRAGE REBATE CALCULATION DETAIL REPORT

| 10/14/17 10/14/18 10/14/19 10/14/20 10/14/21 10/14/22 | -1,670.00 -1,700.00 -1,730.00 -1,760.00 -1,780.00 -1,830.00 | -2,492.69 -2,427.01 -2,362.33 -2,298.69 -2,223.61 -2,186.57 |
|--|--|--|
| 10/14/18 10/14/19 10/14/20 | -1,700.00 -1,730.00 -1,760.00 | -2,427.01 -2,362.33 -2,298.69 |
| 10/14/18 | -1,700.00 | -2,427.01 |
| , , | ' | , |
| 10/14/17 | -1,670.00 | -2,492.69 |
| | | |
| DATE DESCRIPTION | (PAYMENTS) | (4.500300%) |
| | RECEIPTS | BOND YIELD OF |

ISSUE DATE: 10/14/16 REBATABLE ARBITRAGE: -16,133.36 COMP DATE: 10/14/26 BOND YIELD: 4.500300%

${\sf S}{\sf E}{\sf C}{\sf T}{\sf I}{\sf O}{\sf N}\;{\sf V}$



1001 Yamato Road • Suite 301 Boca Raton, Florida 33431 (561) 994-9299 • (800) 299-4728 Fax (561) 994-5823 www.graucpa.com

November 12, 2024

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

We are pleased to confirm our understanding of the services we are to provide Bonnet Creek Resort Community Development District, Orange County, Florida ("the District") for the fiscal year ended September 30, 2024, with the option of four (4) additional one-year renewals. We will audit the financial statements of the governmental activities and each major fund, including the related notes to the financial statements, which collectively comprise the basic financial statements of Bonnet Creek Resort Community Development District as of and for the fiscal year ended September 30, 2024, with the option of four (4) additional one-year renewals. In addition, we will examine the District's compliance with the requirements of Section 218.415 Florida Statutes.

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

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

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

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

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

Audit Objectives

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

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

Bonnet Creek Resort Community Development District

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

Other Services

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

Management Responsibilities

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

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

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

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

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

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

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

Audit Procedures—General

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

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

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

Audit Procedures—Internal Control

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

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

Audit Procedures—Compliance

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

Engagement Administration, Fees, and Other

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

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

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

Bonnet Creek Resort Community Development District

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

This agreement provides for a contract period of one (1) year with the option of four (4) additional, one-year renewals upon the written consent of both parties. Our fee for these services will not exceed \$3,200 for the September 30, 2024 audit. The fees for the fiscal years 2025, 2026, 2027 and 2028 will not exceed \$3,300, \$3,400, \$3,500 and \$3,600, respectively, unless there is a change in activity by the District which results in additional audit work or if additional Bonds are issued.

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

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

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

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

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

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

Very truly yours,

Grau & Associates

Antonio J. Grau

RESPONSE:

This letter correctly sets forth the understanding of Bonnet Creek Resort Community Development District.

| | Signed by: |
|--------|----------------|
| By: | Kandall Greene |
| Title: | Chairman |
| Date: | 2024-11-26 |
| | |

Docusign Envelope ID: F7D5D47D-A019-44B6-8A1F-245A4222424D Bonnet Creek Resort Community Development District



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



Peer Review Program

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

March 17, 2023

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

Dear Antonio Grau:

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

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

Thank you for your cooperation.

Sincerely,

FICPA Peer Review Committee

Peer Review Team FICPA Peer Review Committee

850.224.2727, x5957

cc: Daniel Hevia, Racquel McIntosh

Firm Number: 900004390114

Review Number: 594791

SECTION VI

PROPOSAL

Land Clearing • Grinding Drinkwater Est. 1988

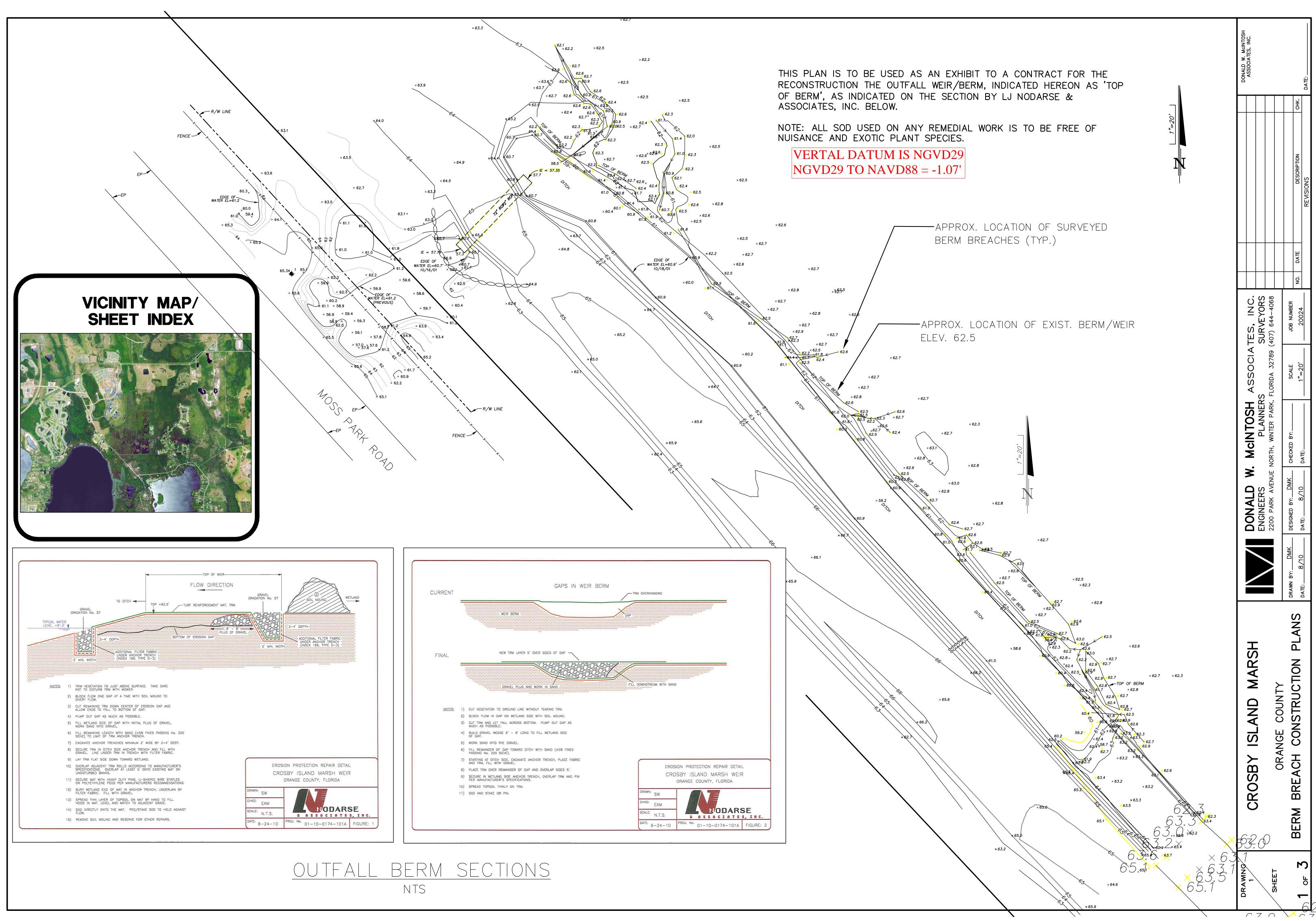
Drinkwater & Drinkwater, Inc.

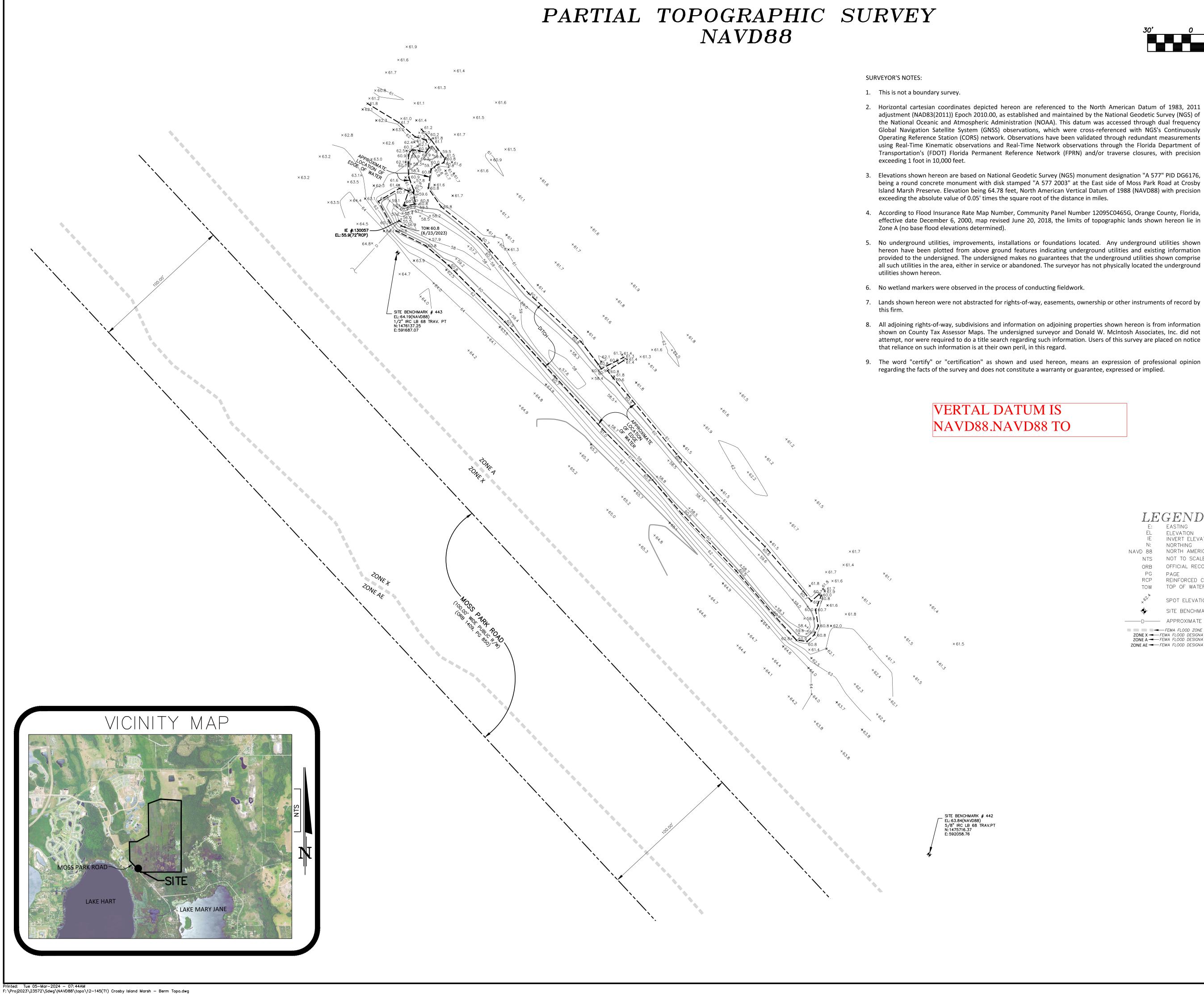
129 Commerce Way

Sanford, FL 32771

Attention: Mcintosh Associates Project: Crosby Island Berm Repair Date: 6/17/24

| Description | Quantity | Unit Price | Cost |
|---|----------|--------------|--------------|
| Fixing wash outs along berm. Filling with filter fabric/rock per plans. Capping with sand material and turf mat per plans. Sod for final finish | 1 L.S | \$143,000.00 | \$143,000.00 |
| Mobilizations/Deliveries | 1 L.S | | \$10,000.00 |
| | | | |
| | | | |
| | | | |
| | | Quickentel | ¢150,000,00 |
| | | Subtotal | \$153,000.00 |
| | | Total | \$153,000.00 |





Scale: 1'' = 30'



2. Horizontal cartesian coordinates depicted hereon are referenced to the North American Datum of 1983, 2011 adjustment (NAD83(2011)) Epoch 2010.00, as established and maintained by the National Geodetic Survey (NGS) of the National Oceanic and Atmospheric Administration (NOAA). This datum was accessed through dual frequency Global Navigation Satellite System (GNSS) observations, which were cross-referenced with NGS's Continuously Operating Reference Station (CORS) network. Observations have been validated through redundant measurements using Real-Time Kinematic observations and Real-Time Network observations through the Florida Department of Transportation's (FDOT) Florida Permanent Reference Network (FPRN) and/or traverse closures, with precision

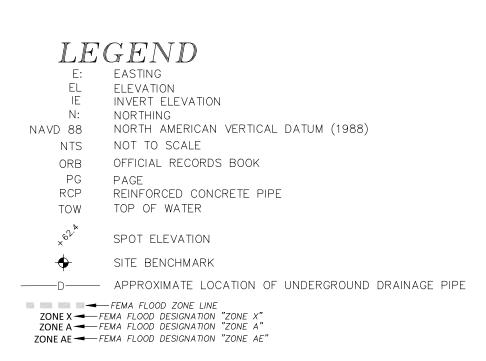
3. Elevations shown hereon are based on National Geodetic Survey (NGS) monument designation "A 577" PID DG6176, being a round concrete monument with disk stamped "A 577 2003" at the East side of Moss Park Road at Crosby Island Marsh Preserve. Elevation being 64.78 feet, North American Vertical Datum of 1988 (NAVD88) with precision

effective date December 6, 2000, map revised June 20, 2018, the limits of topographic lands shown hereon lie in

hereon have been plotted from above ground features indicating underground utilities and existing information provided to the undersigned. The undersigned makes no guarantees that the underground utilities shown comprise all such utilities in the area, either in service or abandoned. The surveyor has not physically located the underground

8. All adjoining rights-of-way, subdivisions and information on adjoining properties shown hereon is from information shown on County Tax Assessor Maps. The undersigned surveyor and Donald W. McIntosh Associates, Inc. did not attempt, nor were required to do a title search regarding such information. Users of this survey are placed on notice

9. The word "certify" or "certification" as shown and used hereon, means an expression of professional opinion



SURVEY DATE: 07/14/2023

I hereby certify that this survey, subject to the surveyor's notes contained hereon, meets the applicable "Standards of Practice" set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17.05, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

DONALD W. McINTOSH ASSOCIATES, INC. CERTIFICATE OF AUTHORIZATION NO. 68

Donald L. Lambert Signature Florida Professional Surveyor and Mapper Signature Date Certificate No. 7097 NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL, OR AN ELECTRONIC SIGNATURE (5J-17.062(3) F.A.C.), OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER.

| - | | | | | | | | | |
|--|------------------|------------------|---|------------------|--------------|----------|-----------------|------|--------------------|
| ED FOR: | | | | | | | | | DONALD W. McINTOSH |
| | | DONALD W. | DONALD W. MCINTOSH ASSOCIATES, INC. | ASSOCIAT | ES, INC. | | | | ASSOCIATES, INC. |
| | | ENGINEERS | PLANNERS | | SURVEYORS [| | | | |
| DUNNET CREEK REJORT COMMUNIT | | 2200 PARK AVENUE | 2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068 | FLORIDA 32789 (4 | 07) 644-4068 | | | | |
| DEVELOPMENT DISTRICT | | | CERTIFICATE OF AUTHORIZATION NO. LB68 | N NO. LB68 | | | | | |
| | | | FIELD BOOKS: | SCALE | JOB NUMBER | | | | |
| ISLAND MARSH – BERM REPAIR TOPOGRAPHIC SURVEY | | | 1400 | י"– ז" | 23572 001 | NO. DATE | ATE DESCRIPTION | CHK. | |
| 15, TOWNSHIP 24 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA | DAIE: 21/11/2020 | CHECKED BY: | 60±1 | | 100.2/002 | | REVISIONS | | |
| | | | | | | | | | |

SECTION VII



RCM Utilities, LLC 1451 Pine Grove Road Eustis, FL 32726 352-561-2990 billing@rcmutilities.com

Billing Address Bonnet Creek Resort CDD 6200 Lee Vista Boulevard #300 Orlando, FL 32822 USA Job Address Bonnet Creek L/S 14901 Chelonia Parkway Orlando, FL 32821 USA

| Service # | Description | Quantity | Your Price | Tota |
|---------------------|--|----------------|------------|----------------------|
| Service Division | RCM Utilities to supply all labor and equipment to perform a complete preventative maintenance inspection of the onsite lift station facility at 14901 Chelonia Pkwy, Orlando, FL 32821 once per quarter at the rate on this estimate. | 4.00 | \$363.00 | \$1,452.0 |
| | -Visually inspect the entire site and facilities: Control Panel, Meter Can, Service Disconnect, Conduits, Hatch Covers, Slide Rails, Discharge Risers/Valving, Pumps/Motors, Cables, Floats and all Accessories. | | | |
| | -Record elapsed time meter readings. | | | |
| | -Check and record voltage and continuity under load. | | | |
| | -Check and record motor amp draw. | | | |
| | -Motor amp draw and elapsed time meter data is indicative of how the pump is performing. In the event the amp draw/ETM data is anything other than what is prescribed for the pump/motor in question. The pump/motor shall be pulled from service and a full inspection done on the equipment to determine the underlying issue. | | | |
| | -Pull, check and clean all float operated controllers. All float balls shall be pulled exercised and cleaned to check operation. | | | |
| | -Check alarm light, horn and silence button operation, if present. | | | |
| | -Pumps shall be pulled once annually, regardless of amp draw for full inspection of the Impeller, Volute, Wear Rings, Motor Casing and Cable Connections, and drawdowns where applicable. | | | |
| | NOTES -The term of this shall commence on January 1st and shall auto renew every January 1st at the current rate unless a new estimate with updated pricing is provided by RCM Utilities on or before December 1st prior to the renewal | | | |
| | date. -This agreement can be terminated in writing with a 30 day notice by either party. | | | |
| | -All preventative maintenance items outside of this scope of supply shall be immediately brought to the owner's attention with a corrective action repair estimate. -RCM Utilities to provide 24/7/365 emergency services at time and materials. | | | |
| | | | | |
| | | ub-Total ax | | \$1,452.00 \$0.00 |
| | Τσ | otal Due | | \$1,452.00 |

Deposit/Downpayment \$0.00

Payment is due within 30 days of the date of invoice. Thereafter, monthly finance charges of 1.5% or the maximum allowed by law, whichever is less, will be assessed on unpaid amounts.

ESTIMATE IS VALID FOR 30 DAYS

ESTIMATE INCLUDES ALL APPLICABLE SALES TAXES.

- DUE TO CURRENT MARKET CONDITIONS MATERIAL PRICING IS SUBJECT TO CHANGE. RCM HOLDS THE RIGHT TO REPRICE BASED ON DATE OF ORDER. DATE OF ORDER IS WHEN ALL STAMPED PLANS AND SUBMITTALS ARE RETURNED, NOT THE RELEASE OF PURCHASE ORDER OR SUB CONTRACT.

Force Majeure. Neither party shall be liable in damages nor have the right to terminate this Contract for any delay or default in performing hereunder if such delay or default is caused by conditions beyond their control including, but not limited to natural disasters, including but not limited to ground subsidence or upheaval, acts of God, Government restrictions (including the denial or cancellation of any permits, tax incentive, or other license or approvals), covid-19, labor shortage, material delays, wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected. Furthermore, neither party shall be liable for any failure or delay in performance under this Contract to the extent said failures or delays are proximately caused by those causes beyond that party's reasonable control and occurring without its fault or negligence, including, without limitation, failure of suppliers, subcontractors, and carriers, or any other party to substantially meet its performance obligations under this Contract. The party experiencing the difficulty shall give the other prompt written notice, with details following the occurrence of the cause relied upon. Dates by which performance obligations are scheduled to be met will be extended for a period equal to the time lost due to any delay so caused. Contractor's failure to perform any term or condition of this Contract because of conditions beyond its control mentioned herein or other conditions that cause delay, damage, or destruction of its work by others shall not be deemed a breach of this Contract.

Material Escalation. The Contract Price for this Project has been calculated based on the current prices for the component building materials. However, the market for these building materials is considered volatile and sudden price increases could occur. Contractor agrees to use its best efforts to obtain the lowest possible prices from available building material suppliers but should there be an increase in the prices of these materials that are purchased after execution of this Contract for use in this Project, then Owner or General Contractor agrees and shall pay the substantiated cost increase to Contractor. Any request or change order for payment of a cost increase shall state the increased cost, the building materials in question, and the source of supply, supported by invoices or bills of sale.

1. This proposal is an offer to enter into a contract, with the mutual promises contained herein constituting valuable and sufficient consideration. The execution of this proposal by the owner listed above (the "Owner") shall constitute acceptance of the offer and formation of contract (the "Contract") between the Owner (the "Owner") and RCM Utilities, LLC. The terms set forth herein, including those after the acceptance signature below and/or on subsequent pages, shall govern the Contract.

 Warranty. The Contractor warrants all supplied materials and workmanship to be free of defects for a period of one year after installation. The Contractor warrants that materials and equipment furnished under the Contract will be new and good quality.
Payment. The Contractor will invoice the Owner in accordance with the schedule set forth above or, if no terms are set forth above, monthly for work performed during each calendar month. The Owner agrees that there shall be no retainage except as set forth in the schedule above. Payment is due within 30 days of the date of invoice. Thereafter, monthly finance charges of 1.5% or the maximum allowed by law, whichever is less, will be assessed on unpaid amounts.

4. Time. The Contractor shall achieve substantial completion of the work within a commercially reasonable time. At the Owner's request, the Contractor shall submit for information a construction schedule for the work, and the Contactor shall revise the schedule at appropriate intervals as required by the conditions of the work. Schedule information set forth above are estimates. The Contractor shall not be responsible for delays caused by circumstances outside the control of the Contractor.

5. Permits and Approvals. The Contractor shall secure and pay for the building permits, fees, licenses and inspections by government agencies necessary for proper execution and completion of the work. This responsibility is limited to building permits and, for the avoidance of doubt, does not extend to land use approvals, environmental permits, consumptive use permits, or other governmental approvals outside of building permits.

6. Contract Documents. Except as otherwise provided herein, the Owner shall furnish, at its expense, all necessary surveys, plans, drawings, approvals, easements, assignments, and changes required for the construction and use of the improvements. The Owner warrants the information, plans and specifications provided to the Contractor. The Contractor shall be entitled to rely on the plans and drawings supplied by the Owner; the Contractor warrants only that the work will conform to the design documents and shall have no responsibility or obligation arising out of design defects. The Contractor's warranties contained in this Contract exclude remedy for damage or defect caused by abuse, alterations to the work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear.

7. Termination. The Contractor may terminate this Contract if the Owner fails to make payment as set forth herein and the failure continues for 10 days after notice, if the Contractor is unable to perform due to the failure of the owner to provide access to the site, necessary approvals, or its efforts to complete the work are frustrated by the actions or omissions of the Owner. In the event the Contractor terminates the Contract, is may recover payment for work executed, included reasonable overhead and profit, costs incurred by reason of such termination, and damages. No refund of payments made by the Owner shall be due as a result of termination under this section.

8. Governing Law; Venue; Attorney Fees. This Contract shall be governed by the laws of the state of Florida. Venue for any dispute arising in connection with this Contract shall lie exclusively in the court of appropriate jurisdiction in the county where the work is to be performed. The parties hereby irrevocably waive the right to a jury trial in connection with any matter related to or arising out of this contract or the work performed hereunder and consent to a bench trial in any such action. The prevailing party in any litigation shall be entitled to recover its reasonable attorneys' fees from the other party.

9. Assignment; Subcontractors. This Agreement may not be assigned without consent; provided, however that nothing herein shall limit the right of the Contractor to use subcontractors and contract labor in completion of the work. Notwithstanding the foregoing, the Contract may be assigned by the Owner to a lender providing construction financing if the lender has assumed the Owner's rights and obligations under the Contract.

10. Hazards. The Owner represents that, except as disclosed in writing, there is no hazardous condition, material or substance at the site of the work. The Owner shall indemnify and hold harmless the Contractor, its subcontractors, agents and employees from and against claims, damages, losses, and expense arising out of or resulting from performance of the work in the affected area if in fact, a hazardous condition, material or substance presents the risk of bodily injury or death and has not been rendered harmless, except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity. If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance by reason of performing the work described herein, the Owner shall indemnify the Contractor for all cost and expenses

thereby incurred.

11. Insurance; Beneficiaries. The Contractor shall maintain appropriate commercial general liability insurance and statutory worker's compensation insurance and will provide certificates of insurance upon the request of the Owner. The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance and property insurance until the work is complete. This Contract has no third-party beneficiaries.

12. Consequential Damages. The Owner waives claims against the Contractor for consequential damages arising out of or relating to this Contract. This waiver includes damages incurred by Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons. This waiver is applicable to damages due to termination.

13. Entire Agreement; Modifications. This Contract, together with the information, plans, and specifications provided to the Contractor, constitute the entire agreement. Any previous agreements and understanding between the parties regarding the subject matter of this Contract, whether oral or in writing, are superseded by the Contract. Any amendments, modifications, or change orders must be in writing. Any change orders require the agreement of the Contractor and shall include appropriate modifications to the contract price to include the Contractor's cost of labor, material, equipment, and reasonable overhead and profit.

14. ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES. 15. ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY

| Approved By:Date:_Date:_Da |
|---|
|---|

SECTION VIII



Bonnet Creek Resort CDD

14100 Chelonia Parkway Orlando, Florida 32821

Product/Service

Annual Power Telematics

Monitoring Fee

Y4LLC-diesel

Quote #1140 From Tech Services Specialties, Inc

> 407-925-3462 1101 Alberta St

Bill To 6200 Lee Vista Blvd

Suite 300 Orlando, FI 32822

Sent On 02/18/2024

Job Name

Qty.

1

1

Longwood, Fl. 32750

Job Title Quarterly service on Generator

Unit Price

\$1,995.00

\$175.00

Total

2025 Generator service

\$2,170.00

Total

\$1,995.00

\$175.00

This quote is valid for the next 30 days, after which values may be subject to change.

Description

generators.

Quarterly service program for large liquid cooled

operational checks during the year.

Air filter change as needed. Fuel conditioner added.

Repair parts billed separate.

Yearly PT Monitoring Fee

Perform one major and one minor service with two

Major consist of oil/filter change. fuel filter change.

Included in service is 2 hrs of labor for minor repairs.

SECTION IX

SECTION C

SECTION 1

Item will be provided under separate cover.

1

SECTION 2

Item will be provided under separate cover.

1

SECTION D

Bonnet Creek Resort CDD Field Management Report



February 6th, 2025 Clayton Smith Director of Field Services GMS

Site Items

Landscaping Updates

- Annuals have been removed, and beds have been treated in preparation for next rotation on Feb 5th.
- Sod replacement in the previously noted sections of the median is pending. Yellowstone is waiting on enough concurrent days with warm weather to allow the new sod to be green enough for install and the sod to survive the installation process. Sod install is expected to begin week of 2/3/25.
- Grapevine overgrowth along Chelonia has been treated.







Site Items

Landscaping Continued

- Guardrail project has been completed. The dead landscaping has been removed, and new plants have been installed.
- Washout and erosion spots on CDD maintained berms were filled.
- Dumpster for landscaping debris has been delivered and is in use.





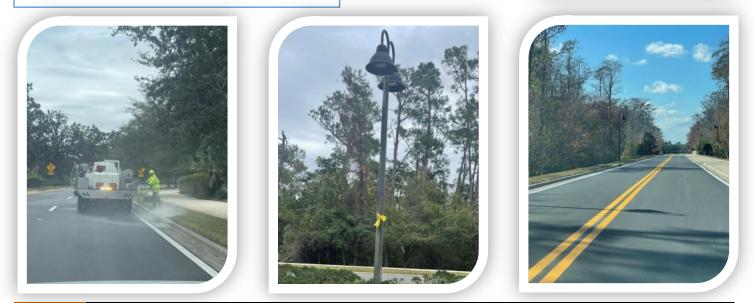




Completed Items

Completed Roadwork

- Repair of pavers and concrete collar at intersection of Chelonia and Buena Vista Drive has been completed.
- Pressure washing of curbs and sidewalks along Chelonia has been completed.
- Inventory of streetlights has been completed. Those that were not working properly or were the incorrect color were called in to Duke Energy; most of these have been repaired. The remaining 3 require further repair of the underground wiring.
- 2nd phase of Chelonia paving and thermo striping has been completed.



Completed Items

Monument Maintenance

- Entry monuments pressure washed and applied sealant to the entrance monuments (x3).
- Rusted electrical box near east monument has been replaced.
- Monument lighting inventory has been completed. Don Bell Signs noted water inside the accent lighting and corroded wiring. Also noted that electrical box on the monument itself is filled with ants. Pending the arrival of parts for the completion of repair.
- Upon completion of median directional sign inventory, it has been noted that the sign across from the golf course is not lighting properly. Vendor has been contacted for repairs.







In Progress

CFTOD Asphalt Damages

Repairs of the asphalt at the entrance of Chelonia nearest Buena Vista Drive are needed outside of district responsibility. CFTOD has been contacted regarding repairs.



Crosby Island

CIMMS Maintenance

- Combination locks on North and South entrance gates have been replaced.
- GMS maintenance staff will repair damaged fence sections and clean the large sign at the Northern berm.
- Additional fencing will be installed along the newly built soccer field due to concerns about trespassing. About 650ft of fence would be needed to cover the entire open area assessing cost and options.
- The mechanical clearing in lieu of burning has been completed







Conclusion

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

Respectfully,

Clayton Smith

SECTION 1



Proposal for Bonnet Creek Resort CDD

Clayton Smith GMS-CF, LLC 135 W. Central Florida Blvd, Unit 320 Orlando, FL 32801 csmith@gmscfl.com

LOCATION OF PROPERTY

Chelonia Pkwy Orlando, FL 32821

Oak Trimming 2024

| DESCRIPTION | QTY | AMOUNT |
|--------------|-----|-------------|
| Oak Trimming | 1 | \$10,500.00 |

Elevate sides of canopies growing from wood line impacting drive and turf, 15'>.Reduce vigorous upper canopy shoots to slow growth and weight of branches over drive. Many limbs have been impacted and will need to be removed or reduced in order to provide vehicular clearance. No cuts larger than 3" shall be made unless a branch needs to be reduced for clearance over drive. Maintain 5-6' clearance from all traffic signs. Oaks off shoulder that have been planted and are not growing from wood line will need full canopy lift of 12-13', reduce limbs impacting drive. No cuts larger than 3" shall be made down length of drive. Maintain clearance around all traffic signs of 5-6'

Brazilian Pepper Prune back 20-25' of limbs back to the wood line along roadway.

Haul debris

Terms and Conditions: Signature below authorizes Yellowstone Landscape to perform work as described in this proposal and verifies that the prices and specifications are hereby accepted. This quote is firm for 30 days and change in plans or scope may result in a change of price. All overdue balances will be charged a 1.5% a month, 18% annual percentage rate.

Limited Warranty: Plant material is under a limited warranty for one year. Transplanted material and/or plant material that dies due to conditions out of Yellowstone Landscape's control (i.e., Act of God, vandalism, inadequate irrigation due to water restrictions, etc.) shall not be included in the warranty.

| Date | | THIS IS NO | OT AN INVOICE |
|------|--------------------------------|----------------|---------------|
| | Print Name/Title | Proposal Total | \$10,500.00 |
| Ву | | Sales Tax | \$0.00 |
| | AUTHORIZATION TO PERFORM WORK: | Subtotal | \$10,500.00 |

Bonnet Creek Resort CDD

SECTION 2



Proposal for Bonnet Creek Resort CDD

Clayton Smith GMS-CF, LLC 135 W. Central Florida Blvd, Unit 320 Orlando, FL 32801 csmith@gmscfl.com

LOCATION OF PROPERTY

Chelonia Pkwy Orlando, FL 32821

Oak Trimming Resorts 2024

| DESCRIPTION | QTY | AMOUNT |
|---|---|-------------|
| Oak Timming Waldorf | 1 | \$500.00 |
| Elevate canopies over sidewalk 10-12' and reduce branching over drive | e if applicable | |
| Trees Impacting roadway and sidewalk | | |
| Oak Trimming Wyndham | 1 | \$13,000.00 |
| Resort Trees impacting sidewalk and roadway | | |
| Oaks/Sweetgum Elevate sides of canopies over sidewalks and turf to a 15'> over drive. Reduce vigorous upper canopy shoots to slow growth a branches over drive. Many limbs have been impacted and will need to I reduced in order to provide vehicular clearance. No cuts larger than 3" unless a branch needs to be reduced for clearance over drive. Maintain from all traffic signs. | and weight of be removed o shall be mad | or e |

Haul debris

These prices are based on the crew being on property to complete the whole job. They have been broken down to show the cost to each resort.

Terms and Conditions: Signature below authorizes Yellowstone Landscape to perform work as described in this proposal and verifies that the prices and specifications are hereby accepted. This quote is firm for 30 days and change in plans or scope may result in a change of price. All overdue balances will be charged a 1.5% a month, 18% annual percentage rate.

Limited Warranty: Plant material is under a limited warranty for one year. Transplanted material and/or plant material that dies due to conditions out of Yellowstone Landscape's control (i.e., Act of God, vandalism, inadequate irrigation due to water restrictions, etc.) shall not be included in the warranty.

| Ву | | Sales Tax | \$0.00 |
|----|------------------|----------------|--------------|
| | | | ţ |
| | Print Name/Title | Proposal Total | \$13,500.00 |
| | | | T AN INVOICE |

Bonnet Creek Resort CDD

SECTION 3



Proposal for Bonnet Creek Resort CDD

Clayton Smith GMS-CF, LLC 135 W. Central Florida Blvd, Unit 320 Orlando, FL 32801 csmith@gmscfl.com

LOCATION OF PROPERTY

Chelonia Pkwy Orlando, FL 32821

Debooting Palms

| DESCRIPTION | QTY | AMOUNT |
|--|--------|-------------|
| Washingtonia Debooting | 1 | \$16,700.00 |
| 41 Palms | | |
| Removal of all boots on trunks leaving only the uppermost attach aroun | d bud. | |
| Haul debris | | |
| Medjools Debooting | 1 | \$5,800.00 |
| 18 Palms | | |
| Removal of all boots on trunks leaving only the uppermost attach aroun | d bud. | |

Haul debris.

Terms and Conditions: Signature below authorizes Yellowstone Landscape to perform work as described in this proposal and verifies that the prices and specifications are hereby accepted. This quote is firm for 30 days and change in plans or scope may result in a change of price. All overdue balances will be charged a 1.5% a month, 18% annual percentage rate.

Limited Warranty: Plant material is under a limited warranty for one year. Transplanted material and/or plant material that dies due to conditions out of Yellowstone Landscape's control (i.e., Act of God, vandalism, inadequate irrigation due to water restrictions, etc.) shall not be included in the warranty.

| Date | | THIS IS NO | OT AN INVOICE |
|------|---------------------------------------|----------------|---------------|
| | Print Name/Title | Proposal Total | \$22,500.00 |
| Ву | · · · · · · · · · · · · · · · · · · · | Sales Tax | \$0.00 |
| | AUTHORIZATION TO PERFORM WORK: | Subtotal | \$22,500.00 |

| Bonnet | Creek | Resort | CDD |
|--------|-------|--------|-----|
| | | | |