# GOLDEN LAKES COMMUNITY DEVELOPMENT DISTRICT

# AGENDA PACKAGE OCTOBER 3, 2023

Microsoft Teams: Join on your computer or mobile app Click here to join the meeting

Conference call in: 646-838-1601, 444 921 839#



### **Golden Lakes Community Development District**

#### Board of Supervisors

Paul Weaver, Chairman Lithea Beck, Vice Chairman Sam Morrone, Assistant Secretary Matt McDonald, Assistant Secretary Shaun York, Assistant Secretary Lynn Hayes, District Manager Scott D. Clark, District Counsel Steven Shealey, District Engineer JoAnna Likar, Property Manager Ryan Roberts, General Manager Tony Cianci, VP of Operations

Staff

#### **Meeting Agenda**

Tuesday, October 3, 2023 – 5:30 p.m.

1.	Call to Order and Roll Call
2.	Special Business Items
	A. Discussion Regarding Golf Course Insurance
3.	Audience Comments on Agenda (Limit of 3 minutes per person)
4.	Staff Reports
	A. District Counsel
	1. Review of the District Counsel's ReportP. 3
	B. District Engineer
	1. Review of the Engineer's Report
	2. Consideration of Skimmer Installation Proposal
	C. Property Manager
	1. Review of the Property Manager's Report
	D. Eaglebrooke Manager
	1. Consideration of Golf Course Greens and Restoration Projects ProposalP. 58
	E. District Manager
	1. Consideration of the Amended Inframark Management Services AgreementP. 88
	2. Discussion of Action Item List/ Google DocumentsP. 99
<b>5.</b>	Business Items
	A. Consideration of Resolution 2024-01, Adding Lynn Hayes as an Officer of the
	District
	B. Consideration of Sidewalk Repair & Replacement Proposal
	C. Discussion Regarding the 2018 Eaglebrooke Bylaws
	D. Consideration of Resolution 2024-02, Setting a Public Hearing for Eaglebrooke
	BylawsP. 122
	E. Discussion Regarding CDD Bank Accounts
	F. Consideration of Egis Fiscal Year 2023-2024 Insurance Proposal
6.	Consent Agenda
	A. Consideration of Meeting Minutes of the Board of Supervisors Workshop on
	September 5, 2023
	B. Review of Financial Statements
	C. Consideration of Invoices and Check Register
7.	
8.	Audience Comments (Limit of 3 minutes per person)
9.	Adjournment

Next scheduled meeting: November 7, 2023, at 5:30 p.m.

District Office: 313 Campus Street Celebration, FL 3474 407-566-1935 www.goldenlakescdd.org Meeting Location:
Club at Eaglebrooke
1300 Eaglebrooke Boulevard
Lakeland, Florida 33813
Or call in (audio only):+1 646-838-1601, 444921839#

### **GOLDEN LAKES MEETING ATTORNEY REPORT LIST (10/03/23)**

#### 1. Road Spill

On August 31, at the Board's direction from the August meeting, a complaint was filed with the Polk County Code Enforcement Board. The code enforcement staff is investigating the matter. I have asked for a status report and will provide it at the meeting. I will also address with the Board at the meeting the legal theories available to the District if the Board wishes to initiate litigation. In brief, I believe an action could be brought asserting (1) negligence, (2) breach of the franchise agreement between the vendor and the county, for which we would assert that the District is a third party beneficiary, and (3) violation of the Polk County Code regulating discharges into stormwater systems, which may provide cleanup and restoration remedies.

#### 2. The Club at Eaglebrooke Bylaws

When the District closed on the golf course in March, 2017 it became apparent that operating rules would be needed. As a private entity, the golf course previously adopted, changed and enforced club bylaws at the discretion of the ownership. For community development districts, there is a rule process that needs to be followed for such enactments. Fla. Stat. §190.012(3) provides that CDD's have power "To adopt and enforce appropriate rules following the procedures of chapter 120, in connection with the provision of one or more services through its systems and facilities." Facilities include facilities for indoor and outdoor recreation. In order to adopt and enforce these rules, a statutory process must be followed. The process is outlined in Fla. Stat. §120.54 and requires published notice and a public hearing.

The existing Bylaws were adopted on August 7, 2018 at a public hearing. After discussion at the October 3 meeting, the Board should set a public hearing if it wishes to make amendments to the Bylaws. Notices have already been prepared to enable publication for a hearing at the November 7 meeting if the Board elects to do so. Because of a perceived interest in revamping the rules relating to conduct and suspension, I have attached some sample provisions as Attachment "1" to this report.

#### 3. General Update

Since the last meeting, in addition to filing the code enforcement complaint, we drafted the agreements approved at the last regular meeting, prepared notices and resolutions for the October meeting, reviewed the golf club insurance policy renewal documents and drafted a narrative for FEMA to address concerns expressed about the Hurricane Ian Public Assistance reimbursement claim.

### Attachment 1 - Sample Discipline Rules

Attached are sample suspension provisions from several CDD's. They are very similar. The Districts are, in order:

Harbor Bay CDD, Hillsborough County

Harbor Isles CDD, Hillsborough County

Julington Creek Plantation, St. John's County

Bartram Springs CDD, Duval County

# PART 3: Harbor Bay Community Development District Disciplinary & Enforcement Rule

	59, 190.011, 190.012, Fla. Stat. (2016) ate:
[, 2020] at a duly noticed p hearing, the Board of Supervisors of District adopted the following ru	190 and 120 of the Florida Statutes, and on public meeting and after a duly noticed public of the Harbor Bay Community Development ales / policies to govern disciplinary and / policies of the District governing this subject
[, 2020] at a duly noticed p hearing, the Board of Supervisors of District adopted the following ru enforcement matters. All prior rules	oublic meeting and after a duly noticed public of the Harbor Bay Community Development les / policies to govern disciplinary and

- 1. **Introduction.** This Rule addresses disciplinary and enforcement matters relating to the use of the Amenities and other properties owned and managed by the District. All capitalized terms not otherwise defined herein have the definitions ascribed to them in the District's Amenities Operating Rules.
- 2. **General Rule.** All persons using the Amenities and entering District properties are responsible for compliance with, and shall comply with, the Amenities Rules established for the safe operations of the District's Amenities.
- 3. **Offenses.** The District, through its Board, District Manager, and Amenities Management Team, shall have the right to take Enforcement Action, as defined below, against any person when such person commits any of the following prohibited actions ("Offenses" and, individually, "Offense"):
  - a. Submits false information on any application for use of the Amenities;
  - b. Permits the unauthorized use of a Proximity Card;
  - c. Exhibits unsatisfactory behavior, deportment or appearance;
  - d. Fails to pay amounts owed to the District in a proper and timely manner;
  - e. Fails to abide by any District rules or policies (e.g., Amenity Rules Handbook):
  - f. Treats the District's supervisors, staff, amenities management, contractors or other representatives, or other residents or guests, in an unreasonable or abusive manner;
  - g. Damages or destroys District property; or
  - h. Engages in conduct that is improper or likely to endanger the health, safety, or welfare of the District, or its supervisors, staff, amenities management, contractors or other representatives, or other residents or Guests.

#### 4. Enforcement Action.

- a. The District, through its Board, District Manager, and Amenities Management Team may take certain action to limit a person's ability to use the Amenities when such person has committed an Offense ("Enforcement Action"). The District, through its Board, District Manager, and Amenities Management Team, may take the following Enforcement Actions against any person who commits an Offense:
  - i. Upon the first Offense: issue a verbal warning to such offender. The warning shall be recorded by the District Manager or Amenities Management Team, signed by the individual offender, and held on file with the District.
  - ii. Upon the second Offense: issue a written warning to such offender. The warning shall be recorded by the District Manager or Amenities Management Team, signed by the individual offender, and filed with the District.
  - iii. Upon the third Offense: restrict such offender's access to and use of the Amenities for one (1) day. The District Manager or Amenities Management Team shall promptly prepare a written report, which shall be signed by the offender and filed with the District.
  - iv. Upon the fourth Offense: suspend such offender's access to and use of the Amenities for one (1) week. The District Manager or Amenities Management Team shall promptly prepare a written report, which shall be signed by the offender and filed with the District.
  - v. Upon the fifth Offense: suspend such offender's access to and use of the Amenities for one (1) month. The District Manager or Amenities Management Team shall promptly prepare a written report, which shall be signed by the offender and filed with the District. Such suspension shall be considered at the next regular meeting of the Board of the Supervisors, at which time the record of all previous offenses will be presented to the Board for a recommendation of the suspension of the offender's Amenities privileges for one (1) month. The suspension will be effective and begin upon the Board's issuance of a suspension recommendation at such meeting.
  - vi. Upon the sixth Offense: terminate such offender's Amenities privileges for up to one (1) year. The District Manager or Amenities Management Team shall promptly prepare a written report, which shall be signed by the offender and filed with the District. Such termination shall be considered at the next regular meeting of the Board of the Supervisors, at which time the record of all previous offenses will be presented to the Board for a recommendation of the termination of the offender's privileges for up to one (1) year. The termination

will be effective and begin upon the Board's issuance of a termination recommendation at such meeting.

- b. The District is not required to follow the process set forth in this section and the District, through its Board, District Manager, and Amenities Management Team, may in its discretion elect to select an Enforcement Action that it considers appropriate based on the nature of the Offense.
- c. Notwithstanding the foregoing, any refusal of an offender to sign a warning or written report shall not invalidate or otherwise undermine the accompanying Enforcement Action.
- 5. Authority of Amenities Management Team. Notwithstanding anything herein, the Amenities Management Team or his or her designee has the ability to remove any person from one or all Amenities if such person commits an Offense. The Amenities Management Team or his or her designee may at any time restrict or suspend for cause, with such cause including without limitation when a person commits an Offense, such person's privileges to use any or all of the Amenities until the next scheduled CDD Meeting.
- 6. Authority of District Manager. Notwithstanding anything herein, the District Manager may at any time restrict, suspend, or terminate for cause, with such cause including without limitation when a person commits an Offense, such person's privileges to use any or all of the Amenities until the next scheduled CDD Meeting.
- 7. **Enforcement of Penalties/Fines.** For any of the Offenses set forth in Section 3 above, the District shall additionally have the right to impose a fine of up to One Thousand Dollars and No Cents (\$1,000.00) and collect such fine and attorney's fees as a contractual lien or as otherwise provided pursuant to Florida law.
- 8. Legal Action; Criminal Prosecution. If any person is found to have committed any of the Offenses in Section 3 above, such person may additionally be subject to arrest for trespassing or other legal action, as applicable, whether civil or criminal in nature.
- 9. Appeals. Any Patron or Guest who has his or her Amenities privileges restricted for at least one (1) week, suspended for at least one (1) week, or terminated in accordance with this Rule may appeal such restriction, suspension, or termination to the Board of Supervisors for reversal or reduction at the next regular meeting of the Board of Supervisors. The Board's decision on appeal shall be final.
- 10. **Severability.** If any section, paragraph, clause or provision of this rule shall be held to be invalid or ineffective for any reason, the remainder of this rule shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this rule would have been adopted despite the invalidity or ineffectiveness of such section, paragraph, clause or provision

#### IX. Homeowner Assignment & Renter's Privileges

- (1) Homeowners who rent out or lease out their residential unit(s) in the District pursuant to a written document whose term is a minimum of seven months (unless otherwise approved by the Board), shall have the right to assign the Renter of their residential unit(s) as the beneficial users of the Homeowner's membership privileges for purposes of amenity facilities use. Homeowners may assign his/her membership privileges in the rental agreement or a separate document, however, written proof acknowledging the assignment shall be necessary before access cards may be issued. A Homeowner that assigns the membership privileges associated with any lot in the community is surrendering his/her rights for the full term of the lease period to the Renter. Homeowner privileges shall be reinstated to the Homeowner upon expiration of the lease or proof that the lease has been terminated, provided, however, that Homeowner shall be responsible for fees of \$10.00 per card to obtain/reinstate new access card(s).
- (2) In order for the renter to be entitled to use the Recreational Facilities, the renter must acquire a membership with respect to the residence which is being rented or leased by showing a photo ID and by providing the Property Manager with a notarized copy of the membership rights designation form provided in the Exhibits of these guidelines. A renter who is designated as the beneficial user of the resident's membership shall be entitled to the same rights and privileges to use the District's facilities as the resident and is bound by its rules and regulations.
- (3) During the period when a renter is designated as the beneficial user of the membership, the resident shall not be entitled to use the District's facilities with respect to that membership and is required to return all previously issued access cards.
- (4) Residents shall be responsible for all charges incurred by their renters which remain unpaid. Resident owners are responsible for the deportment of their respective renter.

#### X. SUSPENSION AND TERMINATION OF RECREATIONAL FACILITIES PRIVILEGES

- (1) Privileges to use the District's Recreational Facilities can be subject to suspension or termination by the Board of Supervisors if a Patron, Minor, or their guest:
  - Submits false information on the application for an access card.
  - Permits unauthorized use of an access card.
  - Exhibits unsatisfactory behavior or appearance.
  - Fails to abide by the Rules and Policies established for the use of Recreational Facilities.
  - Treats Board Supervisors, personnel or employees of the District or its vendors in an unreasonable or abusive manner. Examples include but are not limited to the use of profanity, verbal and physical assault.
  - Engages in conduct including statements of a false or misleading nature that

is improper or likely to endanger the welfare, safety or reputation of the District, Board Supervisors, District staff and the District's vendors.

- (2) Management may at any time restrict or suspend any Patron's or minor's privileges to use any or all of the Recreational Facilities when such action is necessary to protect the health, safety and welfare of other Patrons, Minors and their guests, or to protect the District's facilities from damage.
- (3) The District shall follow the process below in regards to suspension or termination of Recreational Facilities privileges for all Patrons or Minors violating the District's Policies:
  - a. <u>First Offense</u> at the discretion of the Board, a First Offense Violation may result in either a written warning and an explanation of the violation being given to the Patron or Minor's guardian, or a suspension of not less than thirty (30) days with a copy of such notice being filed in the Clubhouse Office.
  - <u>b.</u> Second Offense a Second Offense Violation within twelve (12) months of a First Offense Violation warning notice will result in an automatic suspension of all Recreational Facilities privileges for not less than thirty (30) days. If a minimum 30-day suspension was issued for a First Offense Violation, an automatic suspension of not less than sixty (60) days will be imposed. A written notice and explanation will be given to the Patron or Minor's guardian with a copy of such notice to be filed in the Clubhouse Office.
  - <u>c.</u> Third Offense a Third Offense Violation within twelve (12) months of any First Offense Violation will result in an immediate suspension of all Recreational Facilities privileges until the next meeting of the Board of Supervisors. At the Board meeting a record of all previous offenses will be presented to the Board for recommendation of termination of the Patron's or Minor's privileges for twelve (12) months from the date of the Third Offense; at the Board's discretion, a shorter period may be imposed. Written notice of the Board's decision will be given to the Patron or Minor's guardian.
- (4) IMMEDIATE SUSPENSION & REMOVAL: Any Board Supervisor, the District Manager and the Property Manager have the exclusive right, authority and discretion to immediately suspend any Patron or Minor for the use of profanity or failure to follow staff direction for a period from the date of violation until the next regularly scheduled Board of Supervisors' meeting. An incident report will be generated, a copy of which will be provided to the Board of Supervisors to determine whether further suspension is warranted, with a copy of such report filed in the Clubhouse Office. Furthermore, District Staff may recommend suspension of the Patron's or Minor's privileges for a period of six (6) months or longer. A written notice and explanation will be given to the Patron or Minor's guardian.
- (5) Notwithstanding the foregoing, if at any time a Patron or Minor is arrested for an act committed or allegedly committed while on the District's Common Property, that Patron or Minor shall have all Recreational Facilities privileges suspended until the next Board of

Supervisors meeting. At the Board meeting, the Board will be presented with the facts surrounding the arrest and a recommendation of suspension of the Patron's or Minor's privileges for up to twelve (12) months from the date of the violation; at the Board's discretion, a shorter period may be imposed. Written notice of the Board's decision will be given to the Patron or Minor's guardian.

(6) When a Patron is suspended in accordance with any of the above provisions, the Patron is prohibited from entering upon Recreational Facilities during the suspension period. When a Minor is suspended in accordance with any of the above provisions, the Minor and all access card holders who are members of the Minor's family (as defined herein) are prohibited from entering upon Recreational Facilities during the suspension period. Cardholders violating this provision may result in a trespassing citation issued by the Hillsborough County Sheriff's Office and an extension of the suspension period as determined by the Board. Attendance as a guest at any event on Recreational Facilities is also prohibited during the suspension period. Attempts made to gain access to the District's facilities using another person's access card will result in the suspension of that cardholder's privileges for a period of thirty (30) days.

#### (7) Suspension Effective Date:

- a. The effective date for suspension of Recreational Facilities privileges will be from the date of the written notice of suspension except in the case of immediate suspension detailed above.
- b. Weekdays (Monday through Friday) and Weekends (Saturdays and Sundays) will be calculated toward the total number of suspension days.
- (8) <u>IMMEDIATE SUSPENSION OF MINORS AT RECREATIONAL FACILITIES:</u> In addition to the preceding rules for suspension of Recreational Facilities privileges, Minors violating the District's policies governing the Recreational Facilities are also subject to the following:
  - a. At the discretion of Property Management staff, Minors who violate the rules and policies may be expelled from the District's Recreational Facilities for one (1) day. Upon such expulsion a written report shall be prepared detailing the name of the Minor, the prohibited act committed, and the date. This report will be kept on file at the clubhouse office and a written notice of violation will be provided to the Minor's guardian(s).
  - b. Any Minor who is expelled from the District's Recreational Facilities three (3) times within a twelve (12) month period from the date of the first violation shall have his/her Recreational Facilities privileges suspended for a twelve (12) month period from the date of the third offense.

#### (9) Appeal Process – Patrons:

**a.** Any person(s) has the right to dispute and request an appeal to the District's Board of Supervisors:

- A notice of appeal must be submitted in writing to the District Management
   Office for placement on the next regularly scheduled District meeting agenda.
- Such notice of appeal shall outline all facts and support documentation that constitutes the basis of appeal.
- The District Management Office must be in receipt of such appeal no fewer than five (5) business days prior to the next regularly scheduled District meeting or such appeal will be heard at the next subsequently scheduled District meeting. Any suspension will remain in effect until the appeal is heard.
- b. Any person(s) appealing will be governed by the following procedures:
  - Appellant must be physically present or represented by counsel at meeting in which the appeal will be heard by the Board of Supervisors. o Failure of attendance will result in dismissal of appeal with no resubmission on future District agenda docket.
  - Appellant's argument and basis for appeal will be limited to five (5) minutes per account unless otherwise expanded by the Board of Supervisors.
  - The District Board of Supervisors and District Staff may question the appellant on any matter relevant to the appeal.
  - The District Board of Supervisors and District Staff may present testimony or documentary evidence on any matter, from any source, relevant to the appeal.
  - Appellant must furnish sufficient copies (8) of any documentation to present to the Board of Supervisors supplementing the argument and basis for the appeal (if applicable).
- **c.** The District's Board of Supervisors reserves the right to grant or deny any appeal at their sole and absolute discretion:
  - District action(s) will be resolved by way of successful Board motion (1<sup>st</sup>, 2<sup>nd</sup>, MC).
  - Upon Board action on an appeal, no subsequent appeal will be given or heard for the same offense.

#### (10) Appeal Process – Minors:

- **a.** Any guardian of any Minor has the right to dispute and request an appeal to the District's Board of Supervisors:
  - A notice of appeal must be submitted in writing to the District Management
     Office for placement on the next regularly scheduled District meeting agenda.
  - Such notice of appeal shall outline all facts and supporting documentation which constitutes the basis of the appeal.
  - The District Management Office must be in receipt of such appeal no fewer than five (5) business days prior to the next regularly scheduled District meeting or such appeal will be heard at the next subsequently scheduled District meeting. Any suspension will remain in effect until the appeal is heard.

- **b.** Any Minor appealing a suspension will be governed by the following procedures:
  - Must be physically present with his/her legal guardian at the meeting in which the appeal will be heard by the Board of Supervisors.
    - o Failure to attend will result in dismissal of appeal with no resubmission on future District agenda dockets.
  - Argument and basis for appeal will be limited to five (5) minutes per account unless otherwise extended by the Board of Supervisors.
  - The District Board of Supervisors and District Staff may question the Minor's guardian on any matter relevant to the appeal.
  - The District Board of Supervisors and District Staff may present testimony or documentary evidence from any source on any matter relevant to the appeal.
  - The Minor's guardian must furnish eight (8) copies of any sufficient documentation to present to the Board of Supervisors supplementing the argument and basis for the appeal (if applicable).
- c. The District's Board of Supervisors reserves the right to grant or deny any appeal at their sole and absolute discretion:
  - District action(s) will be resolved by way of successful Board motion (1<sup>st</sup>, 2<sup>nd</sup>, MC).
  - Upon Board action on an appeal, no subsequent appeal will be given or heard for the same offense.

The above policies were adopted by the Board of Supervisors for the Harbour Isles Community Development District on this 15th day of October, 2013; amended on January 21, 2014; amended again on July 15, 2014; amended again on September 16, 2014; amended again on January 27, 2015; and amended again on June 28, 2016; and amended again on December 19, 2017; and amended again on May 23, 2018; amended again on March 24, 2020, and amended again on January 25, 2022.

Secretary/Asst. Secretary	Chairman

## PART 2: Julington Creek Plantatoin Community Development District Disciplinary & Enforcement Rule

Law Implemented: ss. 120.69, 190.011, 190.012, Fla. Stat. (2022) Effective Date: June 27, 2023

In accordance with Chapters 190 and 120 of the Florida Statutes, and on June 27, 2023, at a duly noticed public meeting, the Board of Supervisors ("Board") of the Julington Creek Plantation Community Development District ("District") adopted the following rules / policies to govern disciplinary and enforcement matters. All prior rules / policies of the District governing this subject matter are hereby rescinded for any violations occurring after the date stated above.

- 1. Introduction. This rule addresses disciplinary and enforcement matters relating to the use of the amenities and other properties owned and managed by the District ("Amenity Center" or "Amenity Facilities").
- 2. General Rule. All persons using the Amenity Facilities and entering District properties are responsible for compliance with the rules and policies established for the safe operations of the District's Amenity Facilities.
- 3. Patron Card. Patron Cards are the property of the District. The District may request surrender of, or may deactivate, a person's Patron Card for violation of the District's rules and policies established for the safe operations of the District's Amenity Facilities.
- 4. Suspension and Termination of Rights. The District, through its Board, District Manager, and Amenity Manager shall have the right to restrict or suspend, and after a hearing as set forth herein, terminate the Amenity Facilities access of any Patron and members of their household or Guests to use all or a portion of the Amenity Facilities for any of the following acts (each, a "Violation"):
  - a. Submitting false information on any application for use of the Amenity Facilities, including but not limited to facility rental applications;
    - b. Failing to abide by the terms of rental applications;
  - c. Permitting the unauthorized use of a Patron Card or otherwise facilitating or allowing unauthorized use of the Amenity Facilities;
    - d. Exhibiting inappropriate behavior or repeatedly wearing inappropriate attire;
  - e. Failing to pay amounts owed to the District in a proper and timely manner (with the exception of special assessments);
    - f. Failing to abide by any District rules or policies (e.g., Amenity Policies);
  - g. Treating the District's staff, contractors, representatives, residents, Patrons or Guests, in a harassing or abusive manner;
  - h. Damaging, destroying, rendering inoperable or interfering with the operation of District property, or other property located on District property;
    - i. Failing to reimburse the District for property damaged by such person, or a minor

for whom the person has charge, or a guest;

- j. Engaging in conduct that is likely to endanger the health, safety, or welfare of the District, its staff, amenities management, contractors, representatives, residents, Patrons or Guests;
- k. Committing or is alleged, in good faith, to have committed a crime on or off District property that leads the District to reasonably believe the health, safety or welfare of the District, its staff, contractors, representatives, residents, Patrons or Guests is likely endangered;
- 1. Engaging in another Violation after a verbal warning has been given by staff (which verbal warning is not required); or
- m. Such person's guest or a member of their household committing any of the above Violations.

Termination of access to the District's Amenity Facilities shall only be considered and implemented by the Board in situations that pose a long term or continuing threat to the health, safety and/or welfare of the District, its staff, contractors, representatives, residents, Patrons or Guests. The Board, in its sole discretion and upon motion of any Board member, may vote to rescind a termination of access to the Amenity Facilities.

- 5. Authority of District Manager and Amenity Manager. The District Manager, Amenity Manager or their designee has the ability to remove any person from one or all Amenities if a Violation occurs or if in his/her reasonable discretion it is the District's best interests to do so. The District Manager, Amenity Manager or their designee may each independently at any time restrict or suspend for cause or causes, including but not limited to those Violations described above, any person's privileges to use any or all of the Amenities until the next regularly scheduled meeting of the Board of Supervisors that is at least eight (8) days after the initial suspension, as evidenced by the date of notice sent by certified electronic or other mail service or longer if such individual requests deferment of his or her right to due process. In the event of such a suspension, the District Manager or his or her designee shall mail a letter to the person suspended referencing the conduct at issue, the sections of the District's rules and policies violated, the time, date, and location of the next regular Board meeting where the person's suspension will be presented to the Board, and a statement that the person has a right to appear before the Board and offer testimony and evidence why the suspension should be lifted. If the person is a minor, the letter shall be sent to the adults at the address within the community where the minor resides.
- 6. Administrative Reimbursement. The Board may in its discretion require payment of an administrative reimbursement of up to Five Hundred Dollars (\$500) in order to offset the actual legal and/or administrative expenses incurred by the District as a result of a Violation ("Administrative Reimbursement"). Such Administrative Reimbursement shall be in addition to any suspension or termination of Amenity access, any applicable legal action warranted by the circumstances, and/or any Property Damage Reimbursement (defined below).
- 7. Property Damage Reimbursement. If damage to District property occurred in connection with a Violation, the person or persons who caused the damage, or the person whose guest caused the damage, or the person who has charge of a minor that caused the damage, shall reimburse the District for the costs of cleaning, repairing, and/or replacing the property ("Property Damage Reimbursement"). Such Property Damage Reimbursement shall be in addition to any

suspension or termination of Amenity access, any applicable legal action warranted by the circumstances, and/or any Administrative Reimbursement.

## 8. Initial Hearing by the Board; Administrative Reimbursement; Property Damage Reimbursement.

- a. If a person's Amenity Facilities privileges are suspended, as referenced in Section 5, a hearing shall be held at the next regularly scheduled Board meeting that is at least eight (8) days after the initial suspension, as evidenced by the date of notice sent by certified electronic or other mail service or as soon thereafter as a Board meeting is held if the meeting referenced in the letter is canceled, during which both District staff and the person subject to the suspension shall be given the opportunity to appear, present testimony and evidence, cross examine witnesses present, and make arguments. The Board may also ask questions of District staff, the person subject to the suspension, and witnesses present. All persons are entitled to be represented by a licensed Florida attorney at such hearing if they so choose. Any written materials should be submitted at least seven (7) days before the hearing for consideration by the Board. If the date of the suspension is less than eight (8) days before a Board meeting, the hearing may be scheduled for the following Board meeting at the discretion of the suspendee.
- b. The person subject to the suspension may request an extension of the hearing date to a future Board meeting, which shall be granted upon a showing of good cause, but such extension shall not stay the suspension.
- c. After the presentations by District staff and the person subject to the suspension, the Board shall consider the facts and circumstances and determine whether to lift or extend the suspension or impose a termination. In determining the length of any suspension, or a termination, the Board shall consider the nature of the conduct, the circumstances of the conduct, the number of rules or policies violated, the person's escalation or de-escalation of the situation, and any prior Violations and/or suspensions.
- d. The Board shall also determine whether an Administrative Reimbursement is warranted and, if so, set the amount of such Administrative Reimbursement.
- e. The Board shall also determine whether a Property Damage Reimbursement is warranted and, if so, set the amount of such Property Damage Reimbursement. If the cost to clean, repair and/or replace the property is not yet available, the Property Damage Reimbursement shall be fixed at the next regularly scheduled Board meeting after the cost to clean, repair, and/or replace the property is known.
- f. After the conclusion of the hearing, the District Manager shall mail a letter to the person suspended identifying the Board's determination at such hearing.
- 9. Suspension by the Board. The Board on its own initiative acting at a noticed public meeting may elect to consider a suspension of a person's access for committing any of the Violations outlined in Section 4. In such circumstance, a letter shall be sent to the person suspended which contains all the information required by Section 5, and the hearing shall be conducted in accordance with Section 8.
- 10. Automatic Extension of Suspension for Non-Payment. Unless there is an affirmative vote of the Board otherwise, no suspension or termination will be lifted or expire until

all Administrative Reimbursements and Property Damage Reimbursements have been paid to the District. If an Administrative Reimbursement or Property Damage Reimbursement is not paid by its due date, the District reserves the right to request surrender of, or deactivate, all access cards or key fobs associated with an address within the District until such time as the outstanding amounts are paid.

- Appeal of Board Suspension. After the hearing held by the Board required by 11. Section 8, a person subject to a suspension or termination may appeal the suspension or termination, or the assessment or amount of an Administrative Reimbursement or Property Damage Reimbursement, to the Board by filing a written request for an appeal ("Appeal Request"), as referenced in Section 8(e). The filing of an Appeal Request shall not result in the stay of the suspension or termination. The Appeal Request shall be filed within thirty (30) calendar days after mailing of the notice of the Board's determination as required by Section 8(f), above. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file an Appeal Request shall constitute a waiver of all rights to protest the District's suspension or termination and shall constitute a failure to exhaust administrative remedies. The District shall consider the appeal at a Board meeting and shall provide reasonable notice to the person of the Board meeting where the appeal will be considered. At the appeal stage, no new evidence shall be offered or considered. Instead, the appeal is an opportunity for the person subject to the suspension or termination to argue, based on the evidence elicited at the hearing, why the suspension or termination should be reduced or vacated. The Board may take any action deemed by it in its sole discretion to be appropriate under the circumstances. including affirming, overturning, or otherwise modifying the suspension or termination. The Board's decision on appeal shall be final.
- 12. Legal Action; Criminal Prosecution; Trespass. If any person is found to have committed a Violation, such person may additionally be subject to arrest for trespassing or other applicable legal action, civil or criminal in nature. If a person subject to a suspension or termination is found at the Amenity Facilities, such person will be subject to arrest for trespassing. If a trespass warrant is issued to a person by a law enforcement agency, the District has no obligation to seek a withdrawal or termination of the trespass warrant even though the issuance of the trespass warrant may effectively prevent a person from using the District's Amenity Facilities after expiration of a suspension imposed by the District.
- 13. Severability. If any section, paragraph, clause or provision of this rule shall be held to be invalid or ineffective for any reason, the remainder of this rule shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this rule would have been adopted despite the invalidity or ineffectiveness of such section, paragraph, clause or provision.

- waiver of the District's sovereign immunity granted pursuant to Section 768.28, Fla. Stat.
- Patrons must hire a certified bartender to dispense alcohol.
- If Patrons or guests serve or consume alcohol in the rented facility in violation of this policy, the District may stop the event and eject Patrons and guests from the rented facility.

#### SUSPENSION AND TERMINATION OF PRIVILEGES

- (1) Privileges at the Amenity Center can be subject to suspension or termination by the Board of Supervisors or an appointee thereof if a Patron:
  - Submits false information on the application for an Access Card or Guest Card.
  - Permits unauthorized use of an Access Card or Guest Card.
  - Exhibits unsatisfactory behavior, deportment or appearance.
  - Violates any provision of the Policies.
  - Treats the personnel or employees of the facilities in an unreasonable or abusive manner.
  - Engages in conduct that is improper or likely to endanger the welfare, safety or reputation of the Amenity Center or its management.
  - Fails to pay fees owed to the District in a proper and timely manner.
  - Damages or destroys District property.
- (2) The District shall follow the following process for suspending or terminating the Amenity Center privileges of a Patron or a Patron's family member or guest:
  - a. First Offense: Verbal and Written warning by Amenity Center Staff and Suspension from the Amenity Center for the remainder of the day on which the violation occurs.
  - b. Second Offense: Automatic suspension of all Amenity Center privileges for one (1) week from the commencement of the suspension, with the preparation by Amenity Center Staff of a written report to be signed by the Patron and filed in the Amenity Center office.
  - c. Third Offense: Suspension of all Amenity Center privileges from the time the violation occurs to the next regular meeting of the Board of Supervisors. At said meeting, the record of all previous offenses will be presented to the Board for recommendation of termination of the Patron's privileges for one (1) calendar year. The length of the suspension is in the discretion of the Board and may be for less than one year.
- (3) Each offense shall expire one (1) year after such offense was committed, at which time the number of offenses on record for the Patron or Patron's family member or guest shall be reduced by one (1). For example, if a Patron commits a first offense on February 1 and a second offense on August 1, the Patron will have two (2) offenses on record until February

1 of the following year, at which time the first offense will expire and the second offense will thereafter be considered a first offense until it expires on the following August 1. The provisions of this Paragraph 3 shall not at any time serve to reduce any suspensions or terminations pursuant to Paragraph 2.c, above or Paragraph 4, below, which may have been imposed prior to the expiration of any offenses.

- (4) Notwithstanding the foregoing, any time a Patron, or Patron's family member or guest, is arrested for an act committed, or allegedly committed, while on the premises of the Amenity Center, or violates the Policies in a manner that, in the discretion of the Amenity Center Staff upon consultation with one (1) Board member, justifies suspension beyond the guidelines set forth above, such Patron shall have all amenity privileges immediately suspended until the next Board of Supervisors meeting. At the Board meeting, the Board will be presented with the facts surrounding the arrest or violation and the Board may make a recommendation of suspension or termination of the Patron's privileges, which suspension or termination may include members of the Patron's household.
- (5) Any suspension or termination of Amenity Center privileges may be appealed to the Board of Supervisors for reversal or reduction. The Board's decision on appeal shall be final.

#### PROPERTY DAMAGE

Each Patron shall be liable for any property damage at the Amenity Facilities caused by him or her, his or her Guests, or members of his or her Family. The District reserves the right to pursue any and all legal and equitable measures necessary to remedy any losses due to property damage.

Each Patron and Guest, as a condition of invitation to the Amenity Facilities, assumes sole responsibility for his or her property. The District shall not be responsible for the loss or damage to any private property used or stored at the Amenity Facilities, whether in lockers or elsewhere.

#### USE AT OWN RISK; INDEMNIFICATION

Any Patron, Guest, or other person who participates in the Activities (as defined below), shall do so at his or her own risk, and shall indemnify, defend, release, hold harmless, and forever discharge the District and its contractors, and the present, former, and future supervisors, staff, officers, employees, representatives, agents, and contractors of each (together, "Indemnitees"), for any and all liability, claims, lawsuits, actions, suits or demands, whether known or unknown, in law or equity, by any individual of any age, or any corporation or other entity, for any and all loss, injury, damage, theft, real or personal property damage, expenses (including attorney's fees, costs and other expenses for investigation and defense and in connection with, among other proceedings, alternative dispute resolution, trial court, and appellate proceedings), and harm of any kind or nature arising out of, or in connection with, the participation in the Activities, by said Patron, Guest, or other person, and any of his or her Guests and any members of his or her Family.

Should any Patron, Guest, or other person, bring suit against the Indemnitees in





www.pennoni.com

#### **MEMORANDUM**

To: Golden Lakes Community Development District Board of Supervisors

From: Steven C. Shealey, PE, District Engineer

Re: October 2023 Engineer's Report

Date: September 22, 2023

Gentlemen,

The following is an update on ongoing activities and issues related to the District since your last meeting.

#### 1. Pond A1 Permanent Repairs:

- a. The Phase 2 Construction Grant Agreement has been executed and we are free to start bidding the project. This agreement will cover up to \$186,147.90 as 75% of the cost of construction plus another \$8,698.50 in management and reporting costs. The grant deadline for completing all work and closing out the grant reporting is August 31, 2025. The current anticipated schedule for the project is as follows:
  - i. Submit bidding and procurement documents for final review by FDEM by October 15, 2023.
  - ii. Obtain approval to bid the project from FDEM by November 30, 2023.
  - iii. Issue the bid invitation by December 15, 2023, with a 45-day bidding period.
  - iv. Open bids on or about February 5, 2024.
  - v. Review and award the bid March 5, 2024 and issue the Notice to Proceed shortly thereafter.
- b. The engineering services required under this agreement are significant. The grant requires that these services be awarded in a separate contract after the execution of the agreement, so we did not include these services in our annual contract approved at the last meeting. A separate contract for these services is Attachment A.

Action Requested: We need a motion approved by the Board to approve the Pond A1 construction phase services proposal (Attachment A) from Pennoni Associates for time and expenses services with an estimated not to exceed fee of \$30,000.

2. Clearpointe Wall Sidewalk Issue – The concrete pads were installed the week of September 11th. We have inspected the work and it was performed as designed. We have approved the invoice for payment.



- 3. Reflections Loop Depression The contract for this work has been executed and is being scheduled by Universal Engineering Services. The ground penetrating radar work was completed the week of September 11th and the drilling is tentatively scheduled the week of October 2<sup>nd</sup>.
- 4. Preserves Wet Pond Maintenance This contract has been completely executed and Amphibious Aquatics was issued a Notice to Proceed effective October 1, 2023. The previous contractor was advised that their services were no longer needed after the September treatment.

- 5. Oil Leaks The original and subsequent oil/hydraulic fluid leaks have still not been cleaned to our satisfaction.
- 6. Golf Course Bridge Repairs At the last work session the Board directed that we work with golf course staff to obtain proposals for the repair of the two golf course bridge repairs. I reached out to Ryan to discuss this issue and was advised that they already had reached out to several contractors. We gave Ryan another lead for this work.
- 7. Hole #10 Flooding Issue Following the most recent issue of flooding on hole #10 we determined that the fiberglass skimmer (originally installed in early 1990's) has lost its rigidity and was collapsing over the outfall structure weirs. Golf course staff has temporarily braced this skimmer with boards to keep the weirs open, but the skimmer needs to be replaced. We have reached out to 4 contractors for quotes to remove and replace this fiberglass skimmer with a new stainless-steel skimmer. Only one contractor has expressed an interest but at the time of this report we have yet to receive a quote for this work. We hope to have that quote prior to the Board meeting. Over the next month, we will reinspect the 15 outfall structures within the development, prepare plans and specifications for any needed repairs and get quotes for the Board's consideration. When water levels permit, we also need to consider inspecting the outfall piping from Pond 300 to Pond 550 by video to check for any blockages.
- 8. Drainage System Mapping At the last work session, the Board asked for a map showing the outfall structures in the development stormwater system. Attachment B is a development drainage system (two sheets) showing all piping and outfall structures. Red arrows indicate direction of flow between ponds in the system. Enlarged copies will be provided at the meeting.
- 9. 9th Tee Drainage Complaint This issue was looked at and addressed by the previous Board in early 2022 and the Board elected not to take any action. Attachment C is an updated report explaining this situation.

### **Attachment A**

# Pennoni Pond A1 Construction Services Proposal



www.pennoni.com

July 25, 2023

#### GLCDD23002P

Mr. Gabriel Mena, District Manager Golden Lakes Community Development District 313 Campus Street Celebration, Florida 34747

#### RE: POND A1 CEI SERVICES – GOLDEN LAKES CDD

Dear Mr. Mena,

Pursuant to the Board of Supervisors' direction, Pennoni Associates Inc. will provide Construction Engineering and Project Closeout services for the FEMA funded Pond A1 construction project as follows:

- 1. Assist the District with bidding the project, review the bids and make a recommendation of award.
- 2. Provide on-site inspection services estimated at 2 days per week for 4 hours per day over an expected 90-day construction period.
- 3. Review shop drawings and submittals.
- 4. Review and recommend for approval pay requests submitted by the Contractor.
- 5. Review the Contractor as-builts and prepare the engineer record drawings.
- 6. Provide close out documents required by the State and FEMA.

The scope and cost of any additional services required beyond those described above will be presented for approval by the District prior to the services being performed.

Pennoni will invoice the District for these services on a time and expense basis in accordance with our Master Agreement for Consulting Engineering Services with an estimated not-to-exceed fee of \$30,000. Our fees for authorized services will be in accordance with our current Schedule of Hourly Rates and Reimbursable Costs (attached).

Please acknowledge your approval of this engagement letter by having this letter signed by the appropriate authorized agent for the District and returned to us. We sincerely appreciate the opportunity to assist the Golden Lakes Community Development District with its ongoing engineering and surveying needs.

Sincerely,

PENNONI ASSOCIATES INC.

Steven C. Shealey Senior Consultant Brian Diehl, PE

Regional Vice President

ACCEPTED BY:

Signature

Date

Print Name and Title

U:\Accounts\GLCDD\\_Proposals\GLCDD23002P - Pond A1 CEI Services\02 DRAFT\Pond A1 CEI Letter.docx



# PENNONI ASSOCIATES INC. GENERAL TERMS & CONDITIONS

- 1. Unless withdrawn sooner, proposals are valid for thirty (30) days.
- 2. The technical and pricing information in proposals is the confidential and proprietary property of Pennoni Associates Inc. ("Pennoni") or any Pennoni subsidiary or affiliate. Client agrees not to use or to disclose to third parties any technical or pricing information without Pennoni's written consent.
- 3. The agreement created by the Client's acceptance of a proposal and these Terms & Conditions is hereinafter referred to as the "Agreement." If a proposal is submitted to Client and Client fails to return a signed copy of the proposal but knowingly allows Pennoni to proceed with the services, then Client shall be deemed to have accepted the terms of the proposal and these General Terms & Conditions. If there is a conflict or inconsistency between any express term or condition in the proposal and these General Terms & Conditions, then the proposal shall take precedence. The proposal and these General Terms & Conditions constitute the entire Agreement, and supersede any previous agreement or understanding.
- 4. Payment is due upon receipt of invoices as submitted. If Client chooses to make any payment via major credit card, Client agrees to pay a 3% surcharge or 1.03 times the total amount invoiced. Client agrees to pay interest at the rate of 1½ percent per month on invoices that are more than 30 days past due. If an invoice is 30 or more days past due, then Pennoni may suspend services and refuse to release work on this Agreement or any other agreement between Client and Pennoni until Client has paid all amounts due. Unless Pennoni receives written notice of Client's dispute of an invoice within 30 days of the invoice date, the invoice will be presumed correct. If payment is not made in accordance with the Agreement, then Client agrees to pay reasonable costs and attorney's fees incurred by Pennoni to collect payment.
- 5. All drawings, sketches, specifications and other documents ("Documents") in any form, including electronic, prepared by Pennoni are instruments of Pennoni's services, and as such are and shall remain Pennoni's property. Upon payment in accordance with the Agreement, Client shall have the right to use and reproduce the Documents solely for the purposes of constructing, remediating, using or maintaining the project contemplated by the Agreement ("Project"). The Documents are prepared for use on this Project only, and are not appropriate for use on other projects, any additions or alterations of the Project, or completion of the Project by others. Client shall not use the Documents in violation of this paragraph without Pennoni's express written consent; and such use is at the Client's sole risk. Client agrees to indemnify, defend and hold harmless Pennoni from any claims, damages, losses, liabilities and expenses arising from such prohibited use.
- 6. The proposed fees and schedule constitute Pennoni's best estimate of the charges and time required to complete the Project. As the Project progresses, facts uncovered may dictate revisions in scope, schedule or fee. The hourly rate schedule for services provided on a time and material basis will be subject to increases annually.
- 7. Fee and schedule commitments will be subject to change for delays caused by Client's failure to provide specified facilities or information, or for delays caused by third parties, unpredictable occurrences or force majeure.
- 8. Where the method of payment is based on time and materials, Client agrees that the following will apply: The minimum time segment for charging work is one-quarter hour, except the minimum time segment for charging of field survey work is four (4) hours. Client reimbursable expenses include travel and living expenses of personnel when away from the home office on business connected with the Project; subcontractor and subconsultant costs; identifiable communications, mailing and reproduction costs; identifiable drafting and stenographic supplies; and expendable materials and supplies purchased specifically for the Project. A ten (10) percent administrative and handling charge will be added to client reimbursable expenses.
- 9. Client's termination of this Agreement will not be effective unless Client gives Pennoni seven (7) days prior written notice with accompanying reasons and details, and affords Pennoni an opportunity to respond. Where the method of payment is "Lump Sum," Client agrees that the final invoice will be based on services performed to the effective date of cancellation, plus an equitable adjustment to provide for costs Pennoni incurred for commitments made prior to cancellation. Where the method of payment is time and materials, Client agrees that the final invoice will include all services and direct expenses up to the effective date of cancellation plus an equitable adjustment to provide for costs Pennoni incurred for commitments made prior to cancellation.
- 10. Pennoni will maintain at its own expense Workman's Compensation insurance, Commercial General Liability insurance, and Professional Liability insurance.
- 11. Neither the Client nor Pennoni shall assign this Agreement without the written consent of the other.

- 12. Pennoni does not represent or warrant that any permit or approval will be issued by any governmental or regulatory body. Pennoni will endeavor to prepare applications for such permit or approval in conformance with applicable requirements; but, in view of the complexity of and the frequent changes in applicable rules and regulations and interpretations by the authorities, Pennoni cannot guarantee that any such application will be considered complete or will conform to all applicable requirements.
- 13. Pennoni will perform its work in accordance with generally accepted professional standards. THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED. This Agreement is solely for the benefit of the Client and its successors. There is no third-party beneficiary of this Agreement.
- 14. CLIENT AND PENNONI HAVE CONSIDERED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, AS WELL AS PENNONI'S TOTAL FEE FOR SERVICES. CLIENT AGREES THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, PENNONI'S TOTAL AGGREGATE LIABILITY (INCLUDING THE LIABILITY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUBCONTRACTORS AND CONSULTANTS) TO THE CLIENT (AND ANYONE CLAIMING BY, THROUGH OR UNDER THE CLIENT) FOR ANY AND ALL INJURIES, CLAIMS, LOSSES, EXPENSES OR DAMAGES ARISING OUT OF THIS AGREEMENT FROM ANY CAUSE OR CAUSES IS LIMITED TO THE TOTAL FEE RECEIVED BY PENNONI UNDER THIS AGREEMENT OR \$50,000, WHICHEVER IS GREATER. SUCH CAUSES INCLUDE, BUT ARE NOT LIMITED TO, PENNONI'S NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, OR BREACH OF CONTRACT OR WARRANTY.

IN THE EVENT THE CLIENT IS UNABLE TO ACCEPT THE ABOVE LIMITATION OF LIABILITY, PENNONI AGREES TO INCREASE THE LIMITATION TO \$1,000,000 UPON ITS RECEIPT, PRIOR TO PERFORMING ANY SERVICES, OF CLIENT'S WRITTEN AGREEMENT TO PAY AN ADDITIONAL SUM OF NOT LESS THAN 10% OF THE TOTAL FEE UNDER THIS AGREEMENT OR \$1,000, WHICHEVER IS GREATER.

- 15. Client shall make no claim against Pennoni unless the Client first provides a written certification, executed by an independent design professional, specifying those acts or omissions which the independent design professional contends is a violation of generally accepted professional standards and upon which the claim will be premised. The independent design professional must be licensed to practice in the state where the Project is located and in the discipline related to the claim. Client agrees that the independent design professional's certification is a condition precedent to the Client's right to institute any judicial proceeding.
- 16. If required under the scope of services, Pennoni shall visit the Project site to become generally familiar with the progress and quality of the work for which Pennoni prepared contract documents, and Pennoni shall not make exhaustive or continuous onsite inspections. Pennoni's services do not include supervision or direction of the contractor's work. Observation by Pennoni field representatives shall not excuse the contractor for defects or omissions in its work. Pennoni shall not control construction means, methods, techniques, sequences, or procedures, and the contractor is solely responsible for all work on the Project, including safety of all persons and property.
- 17. If Client does not retain Pennoni to render construction phase services, then Client waives any claim it may have against Pennoni and agrees to indemnify, defend, and hold harmless Pennoni from any loss or liability, including attorneys fees and other defense costs, arising out of or related to the interpretation of Pennoni's plans and specifications, the review of shop drawings, the evaluation of contractor's request for change orders, or the failure to detect and correct obvious errors or omissions in Pennoni's plans and specifications.
- 18. Unless and until a court determines that Pennoni's preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, specifications and/or Pennoni's giving or failure to give instructions is the primary cause of any damage, claim, loss or expenses, Client shall indemnify, defend and hold harmless Pennoni and its officers, employees and consultants from and against all damages, claims, losses or expenses, including reasonable attorneys fees and other costs of defense, arising out of this Agreement. In the event the Client is required to defend Pennoni under this paragraph, Pennoni shall have the right to select its attorneys.
- 19. Client agrees to pay reasonable expert witness fees if Pennoni or any of its employees is subpoenaed to testify as a fact or opinion witness in any court proceeding, arbitration, or mediation to which the Client is a party.
- 20. Unless otherwise provided in this proposal, Pennoni shall have no responsibility for the discovery, presence, handling, removal, or disposal of hazardous materials or underground structures at the Project site.
- 21. Client and Pennoni waive consequential damages arising out of this Agreement.
- 22. This Agreement shall be governed by the laws of the State of Florida.
- 23. Both Pennoni and Client agree to waive the right to subrogation for covered losses and each shall obtain similar waivers from Owner, subcontractors, property and casualty insurers, and any other party involved in this Project.

### **Billing Rates**

### **2023 SCHEDULE OF FEES**

Pennoni provides engineering consulting services to its clients in accordance with the terms and conditions of our contract. Pennoni's compensation will be based on the following schedule of fees and charges unless our contract specifies otherwise.

LABOR CATEGORY	RATES: \$/HOUR
Sonior Principal Professional	\$20E
Senior Principal Professional	
Principal Professional	
Senior Professional	\$222
Project Professional	
Staff Professional	
Associate Professional	
Graduate Professional	\$160
Technician III	\$144
Technician II	\$134
Technician I	\$122
Survey Crew	\$145
Senior Field Technician	\$148
Field Technician	
Laboratory Technician	
Building Code Official	\$125
Project Assistant	\$ 94

- Add 15% to above Survey Crew rates when OSHA 40-hour training required
- Technical Support/Expert Testimony Fee provided upon request
- 3 Person Survey Crew rates for roadwork provided upon request

#### FXPFNSFS:

Pennoni does not bill for routine office management or accounting services; however, direct expense charges described below are subject to an additional administrative and handling fee as indicated:

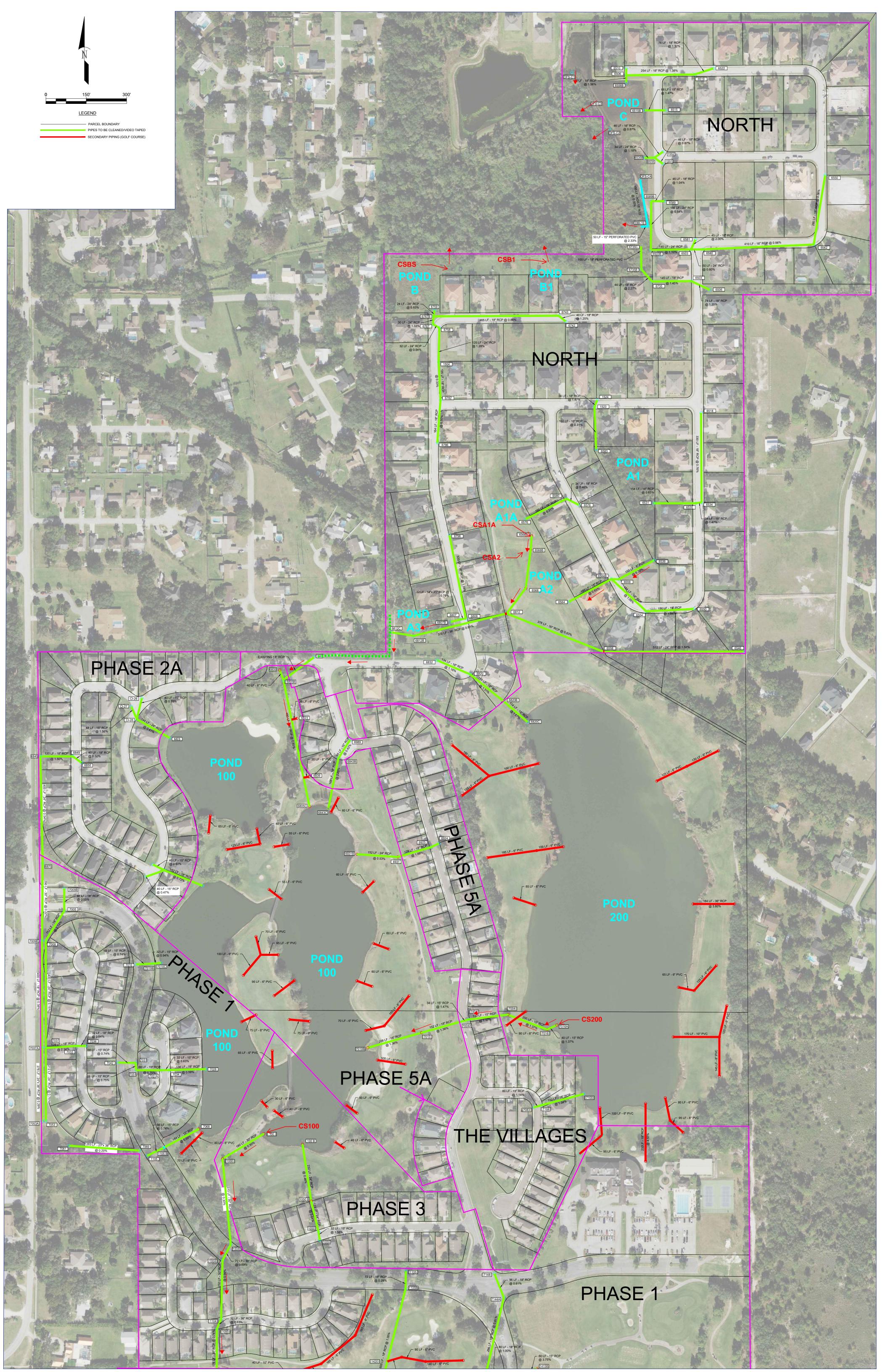
- Subconsultant/Subcontractor services: cost plus 10%
- Project Related Travel and Living Expenses: cost plus 10%
- Field Equipment, Expendable Materials/Supplies and Outside Reproduction): cost plus 10%
- Passenger Vehicles: per IRS standard rate
- Field Vehicles: \$100.00/day
- Record Retrieval: \$500.00/request plus reprographic charge
- Communication Fee: 2% of billable labor. Includes cost for non-deliverable in-house photocopies, non-express postage and telephone/fax/computer.

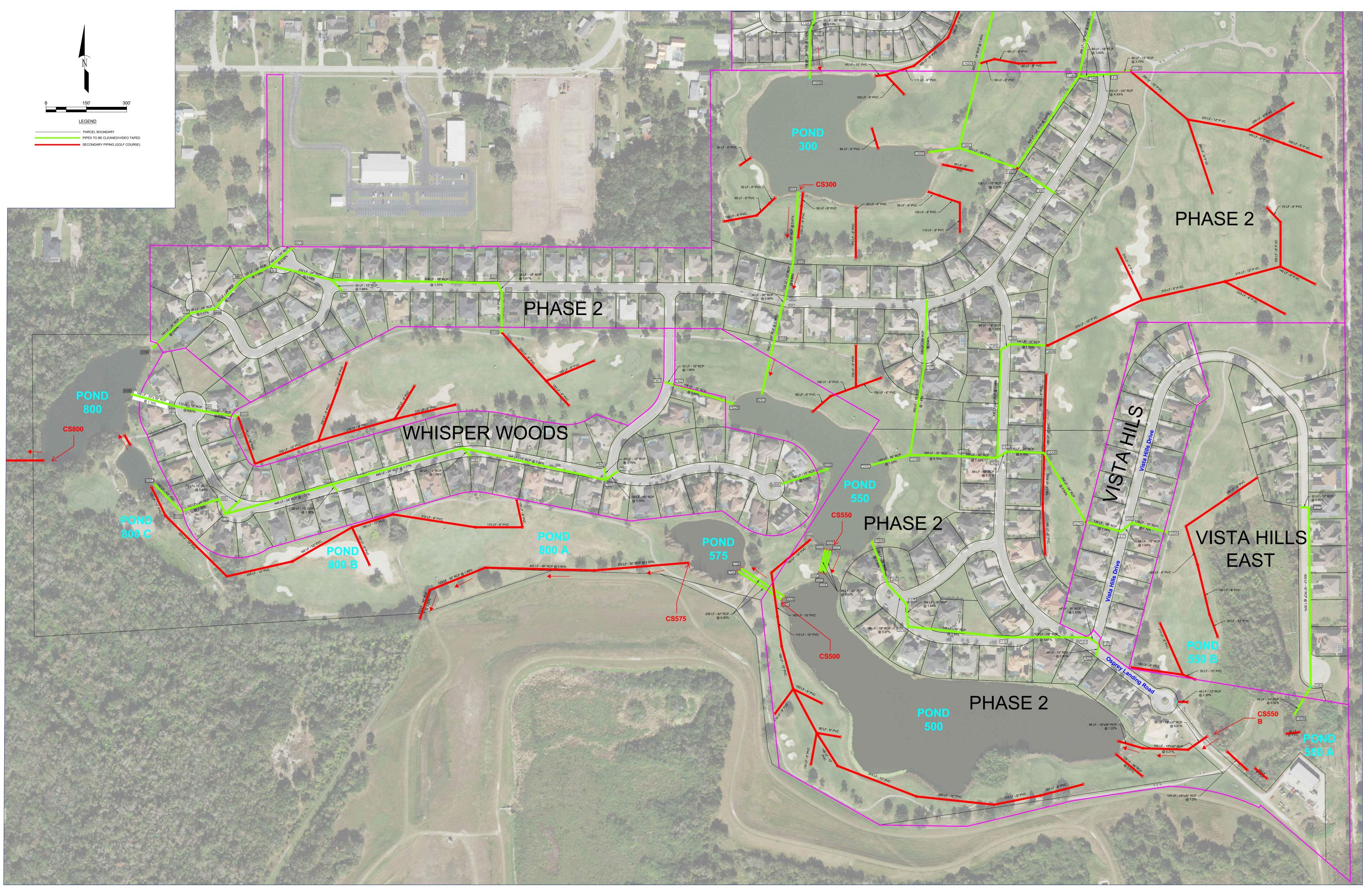


<sup>&</sup>quot;Professional" includes all disciplines (Engineer, Landscape Architect, Surveyor, Geologist, etc.)

**Attachment B** 

**Drainage Maps** 





### **Attachment C**

9<sup>th</sup> Tee Drainage Complaint Report





www.pennoni.com

### **MEMORANDUM**

To: Golden Lakes CDD Board of Supervisors

From: Steven C. Shealey, PE, District Engineer

Re: 9th Tee Area Drainage Complaint Report

Date: September 22, 2023

#### **Complaint History**

This issue was first raised during the CDD Board meeting on March 1, 2022. After that meeting, we visited the site and the golf course staff started taking photos and tracking the issue. It was our understanding that there were two complaints. One, drainage from the golf course was flooding the residents back yards adjacent to the 9<sup>th</sup> tee and two, golf course irrigation was causing water to pond on the cart path between 7460 and 7480 Reflections Lake Drive. These issues are discussed in more detail below, but the District Engineer and golf course management reviewed the matter in March of 2022 and reported our findings back to the Board Chair. No further actions were taken.

#### **Backyard Flooding Issue**

The area in question is shown in Photos 1 through 5 at the end of this report. The residents are complaining that the irrigation of the 9<sup>th</sup> tee area of the golf course is flooding their back yards. Photo 1 is an aerial view of the area in question. The house numbers are labeled. Photo 2 was taken facing north at the 9<sup>th</sup> Tee Cart Path turnaround behind 8510 Reflections Lake Drive. Photo 3 was taken facing south from the cart path between 7460 and 7480 Reflections Lake Drive. Photo 4 was taken facing west between 7480 and 7510 Reflections Lake Drive. Photo 5 was taken facing north from the back of 7480 Reflection Lake Drive.

Back yard flooding has been a common issue/complaint throughout the community over the past ten years. While this is a nuisance, unless water is entering the home it does not rise to a level that should be addressed by the CDD. As we have reported to the Board in the past, the prime reason for this issue is the soils in the area and poor residential site grading by the builders. Most of the Eaglebrooke development was constructed on a reclaimed phosphate mine site and the soils are poorly drained. These soils do not percolate so water has no choice but to run off onto the sidewalks, streets, and pond where there is poor grading.

The stormwater system for this community was designed to collect water in the street gutters. No provisions were made to collect runoff in back or side yards. As such, the lots should have been graded by the home builder with swales along the back lot line and down the sides of the lots to direct the runoff to the street. Photo 4 shows a small swale between 7480 and 7510 Reflections Lake Drive but the other photos clearly indicate that rear yard swales were never provided by the home builder. In the case of 7480 Reflections Lake Drive, it does not help that the back half of the roof runoff appears to be directed to the back yard. These

gutter downspouts should be connected to a underground drain system routing the water to the street. The finished floor elevations of these homes should have been at or above the cart path elevation with a drainage swale directing the water around the home to the street. That aspect of proper lot design/layout was ignored by the home builders throughout most of this community.

As for the golf course irrigation aspect of this area, based on our observations, the golf course does not irrigate the tees boxes to the point that there is significant runoff. Doing so would adversely impact the playability of the course. Based on our observations, homeowners in this community do significantly over-irrigate their lawns. One final point is that the volume of water runoff from a typical home roof during a normal Florida thunderstorm is significantly more than the amount of water used to irrigate the small area of the golf course adjacent to the home.

It is our professional opinion that any issues these homeowners are having with water standing in their back yards is a nuisance that results from poor home lot design, poor building construction and the homeowner's over-irrigation of their lawns.

#### **Cart Path Issue**

The cart path issue deals with much of the same problems described above for the backyard flooding concern. The soils are poor, and the lots were never properly graded.

On March 15, 2022, Photo 6 was taken of the cart path between 7460 and 7480 Reflections Lake Drive. At this time, the golf course irrigation had not run for the 5 previous days. On March 21, 2022, golf course staff took Photo 7 of the cart path. The cart path is dry after the 9<sup>th</sup> hole tee area had been irrigated for three straight nights. There were no signs that the adjacent homeowners had irrigated their lawns that night. The following day golf course staff Photo 8. The golf course did not irrigate the 9<sup>th</sup> tee area the night before or that morning, but the adjacent homeowners did irrigate their yards.

This cart path is the lowest point between the two homes and the residential irrigation is causing the problem they has been reported. Golf course staff routinely inspects this area and has reported that it doesn't seem to be slippery. There is nothing that can be done to correct this issue without creating other problems other than the homeowners dialing back on their irrigation.



Photo 1

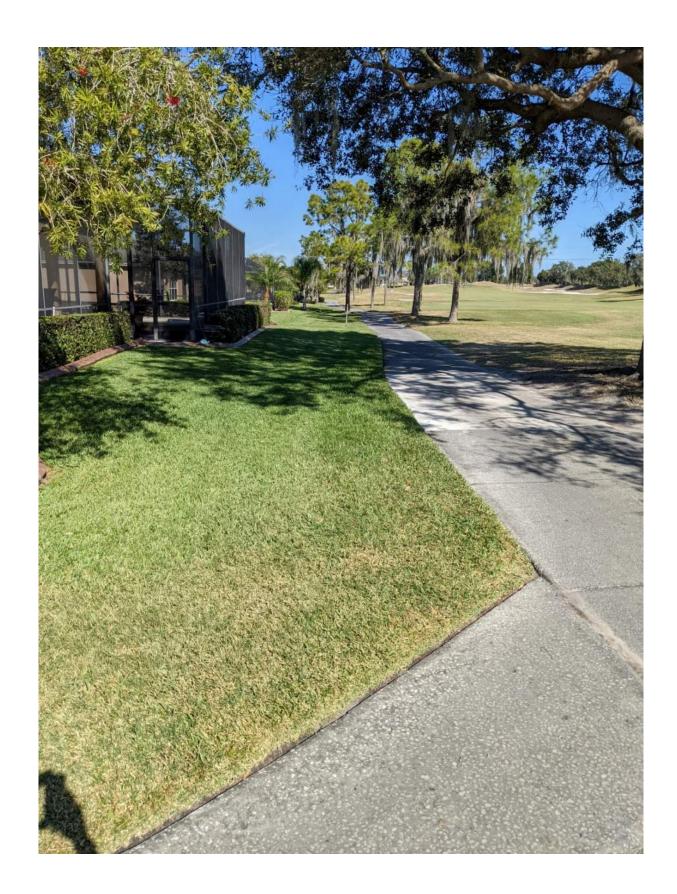


Photo 2



Photo 3

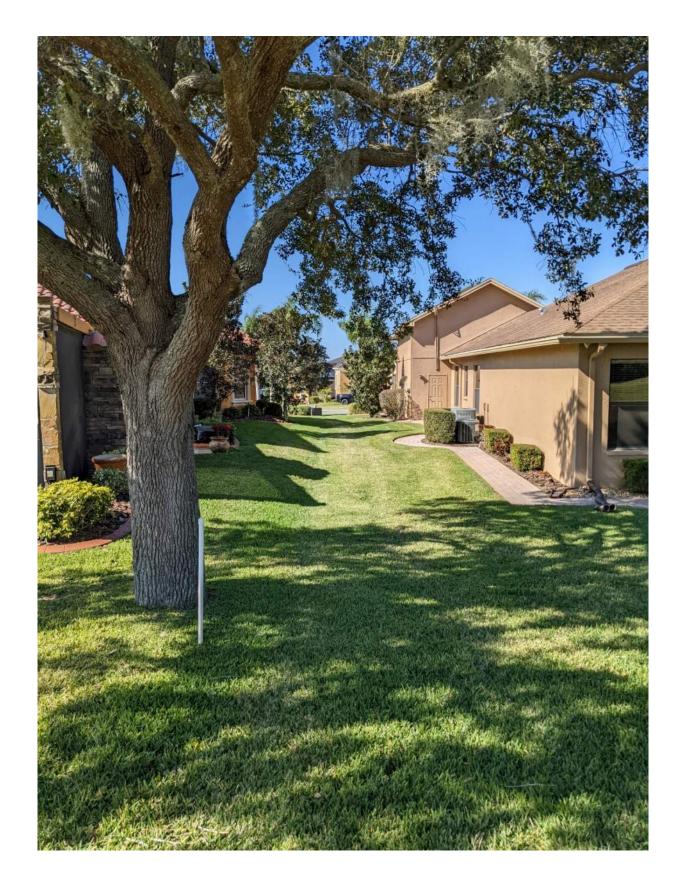


Photo 4



Photo 5



Photo 6

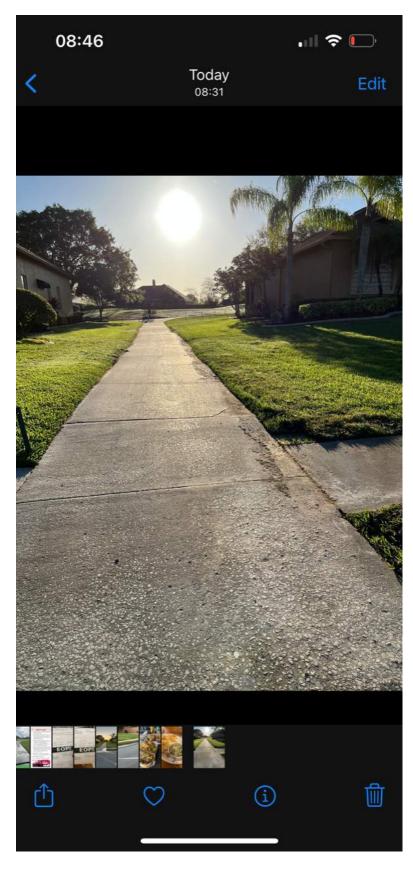


Photo 7

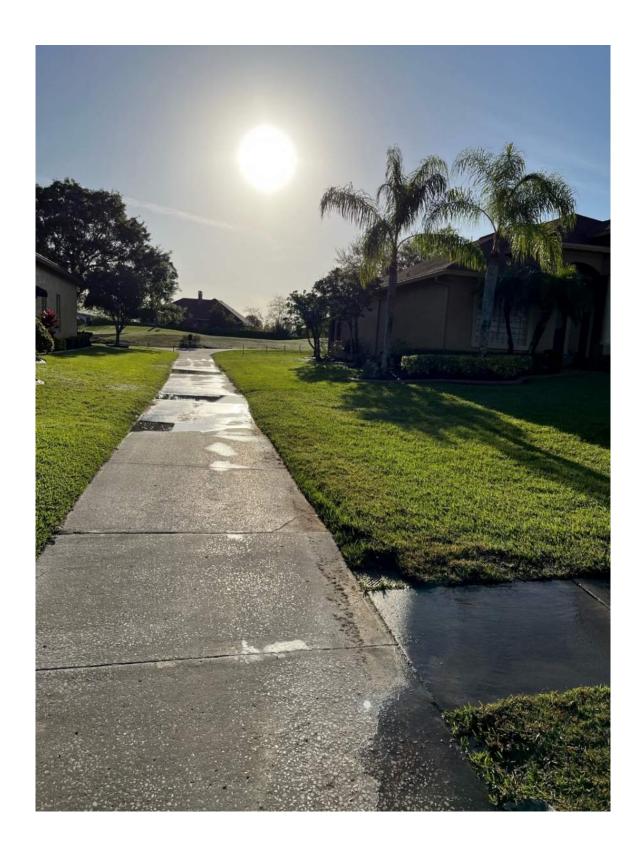


Photo 8

## H&S Investment Group of Central Florida LLC

P. O. Box 1564
Winter Haven, FL 33882 US
(863) 521-5454
aaatopqualityasphalt@gmail.com
www.aaatopqualityasphalt.com



**Proposal** 

### **ADDRESS**

JOANNA LIKAR
GOLDEN LAKES CDD
PO BOX 1058
PH# 813-645-1569 FAX# 813-6411215
RUSKIN, FL 33575

HIP IO				
<b>ISTALL</b>	SKIMN	MER		
_	_			
			NSTALL SKIMMER	· · · · · · · · · · · · · · · · · · ·

PROPOSAL#	DATE	
9672	09/22/2023	

### SALES REP MATT GREENE

ITEM	DESCRIPTION	QUANTITY	COST	TOTAL
SALESMAN 1	THANK YOU FOR ALLOWING US TO BID ON YOUR PROJECT AS WELL AS ALLOWING US TO BE APART OF THE BID PROCESS. SHOULD YOU NEED ANY REFRENCES WE CAN SUPPLY THOSE AS WELL.			
	SHOULD YOU HAVE ANY QUESTIONS PLEASE CONTACT MATT GREENE REGARDING THIS COST ESTIMATE.			
	THE BEST WAY TO REACH HIM IS VIA CELL. HIS CELL PHONE NUMBER IS (863)-280-0904, OR YOU CAN TEXT HIM, HIS EMAIL IS MATT@AAATOPQUALITYASPHALT.COM.			
	THE MAIN OFFICE PHONE NUMBER IS (863) 521-5454 IF YOUR HAVING TROUBLE REACHING HIM.			
	THE MAIN OFFICE E-MAIL IS AAATOPQUALITYASPHALT@GMAIL.COM			
	WE LOOK FORWARD TO HEARING BACK FROM YOU, HAVE A BLESSED DAY!			
CONTROL STRUCTURE	INSTALL SKIMMER FOR OS STRUCTURE			5,130.48
EXCLUSIONS	*** PLEASE NOTE *** DUE TO THE VOLATILITY OF THE CURRENT			

ITEM	DESCRIPTION	QUANTITY	COST	TOTAL
	MARKET IN REFERENCE TO OIL BASED PRODUCTS, WE RESERVE THE RIGHT TO RELOOK AT PRICING AT TIME OF ASPHALT INSTALLATION.			
	EXCLUSIONS:			
	ASPHALT OVERAGES DUE TO BASE NOT BEING CORRECT, TACK, PRIME, SAND, SILT FENCE, SURVEY, AS-BUILTS, SOIL TESTING, DENSITY TEST, PAINT, BOND, PERMIT, PERMIT FEES, SOD, NIGHT WORK, LIGHT PLANT, HERBICIDE AND WORK NOT INDICATED OR IMPLIED IN THE ABOVE LISTED SCOPE OF WORK. NOT RESPONSIBLE FOR REFLECTIVE CRACKING COMING UP DUE TO PAVING OVER OLD ASPHALT OR CONCRETE. TQA PROMOTES POSITIVE DRAINAGE BUT DUE TO EXISTING ELEVATIONS PONDING MAY OCCUR. POSITIVE DRAINAGE IS NOT GUARANTEED ON ALL AREAS. DUE TO THE HEAT OF THE SUMMER TEAR MARKS MAY APPEAR BUT SHOULD SUBSIDE WHEN THE WEATHER COOLS DOWN. WE SAND THE ASPHALT AFTER INSTALLATION TO HELP WITH THIS SITUATION. TQA IS NOT RESPONSIBLE FOR VEGETATION GROWTH THROUGH NEW ASPHALT PAVEMENT, NOR DAMAGE TO THE ASPHALT AFTER WE HAVE LEFT THE PROJECT LOCATION. ALL WORK QUOTED IS SPECIFIED ABOVE. ANY WORK NOT			
	WARRANTY OF ASPHALT PAVEMENT OR BASE INSTALLATION IS NOT INCLUDED IN AREAS WHERE FAILURES ARE CAUSED BY EXISTING SUB-GRADE SOILS AND / OR SUB-GRADE SOILS THAT CONTAIN CLAYEY SOILS, ORGANICS OR UNSUITABLE MATERIALS.			
	WARRANTY OF ASPHALT PAVEMENT IS NOT INCLUDED IN AREAS WHERE FAILURES ARE CAUSED BY BASE AND / OR SUBGRADE INSTALLED AND COMPACTED BY OTHERS.			
	PAYMENT IS DUE IN 30 DAYS FROM ORIGINAL INVOICE DATE. IF PAYMENT IS NOT RECEIVED WITH IN 60 DAYS FROM ORIGINAL INVOICE DATE A NOTICE OF NON-PAYMENT WILL BE FILLED/SENT OUT WITH THE INTENT TO LIEN IN 10 DAYS. IF A ATTORNEY IS RETAINED IN ORDER TO COLLECT PAYMENT THEN THE FEES WILL ALSO BE INCLUDED. PRIOR TO PAVING THE BASE NEEDS TO BE			

ITEM	DESCRIPTION	QUANTITY	COST	TOTAL
	INSPECTED. BASE NEEDS TO BE FIRM ON GRADE AND UNYIELDING. THE BASE SHOULD HAVE A STRING LINE TEST TO ENSURE THE THICKNESS OF THE ASPHALT BEING INSTALLED.			
	ANY AND ALL OVERAGES WILL BE SENT BACK TO THE CONTRACTOR. ANY ADDITIONAL MOBILIZATIONS WILL BE AT THE CONTRACTOR EXPENSE AT \$3,500.00. WE TRY AND HOLD PRICES FOR AT LEAST THIRTY DAYS BUT AFTER THAT PRICES ARE SUBJECT TO CHANGE DUE TO PRICE INCREASES IN MATERIALS, HAULING ECT.			

ACCEPTANCE OF PROPOSAL

**TOTAL** 

\$5,130.48

THE ABOVE PRICES, SPECIFICATIONS, AND CONDITIONS ARE HEREBY ACCEPTED. AAA TOP QUALITY ASPHALT, LLC IS AUTHORIZED TO COMPLETE THE WORK AS SPECIFIED. PAYMENT WILL BE MADE PER AGREEMENT. PROPOSAL IS GOOD FOR 30 DAYS FROM ABOVE DATE.

Accepted By Accepted Date

To: Golden Lakes CDD Board Members

From: JoAnna Likar, Property Manager

October 2023

### **Outstanding Request:**

- Repairs to dips in pavers at 1527 Eagle Ridge Blvd \$2795.00 (This was due to A1 Pond cleanout)
- Floralawn has provided a proposal for the upkeep to A1 Pond. The work is proposed to be done quarterly at a price of \$2160.00. (Proposal Attached)
- Floralawn has provided a proposal to take out the groundcover on the Blvd Island and resod. The proposal price is \$3,292.25.
- Proposal was provided by Century Signs to provide and install a pole for the radar sign in the amount of \$1,150.00. (Proposal attached).

### **Completed:**

- Radar Sign has been delivered.
- Trees have been cut back on Eagle Ridge Blvd.
- Indian Hawthorns have been replaced.



# Golden Lakes, CDD Job #8029.pdf



Done

**Customer:** 

JoAnna Likar EnProVera Property Advisors EnProVera Property Advisors PO Box 6221 Brandon, FL 33508

### **Property:**

PO#

Golden Lakes, CDD 820 Eaglebrooke Blvd Lakeland, FL 33813

## A1 pond Quarterly mowing

This is for the A1 pond to get cleared & cleaned out every Quarter, to keep it looking clear & clean!

Oı	e Clean Up	
One Time Clean Up		
	PROJECT TOTAL:	\$2,160,00

Page 1/2

## **Terms & Conditions**

Special Instructions/Remarks: Floralawn, Inc. is not responsible for any damage to driveways or walk that are in poor condition prior to start of work. Floralawn will also not be responsible for any damage to septic tanks or underground utilities that are not previously identified by the Owner or marking service.

We hereby propose to furnish labor and materials, complete in accordance with the above specifications for the sum of: ----- (\$2,160.00), with payments to be made as follows:

50% Deposit with the Remaining Balance Due Upon Completion with a signed proposal.

Material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents, or delays beyond our control. This proposal is subject to acceptance within 30 days and is void thereafter at the option of the undersigned.

Ву		Ву
	Damon Smith	
Date	9/18/2023	Date











### Proposal

Date: 9/19/2023 Work Order #8051

**PO** #

### **Customer:**

JoAnna Likar EnProVera Property Advisors EnProVera Property Advisors PO Box 6221 Brandon, FL 33508

### **Property:**

Golden Lakes, CDD 820 Eaglebrooke Blvd Lakeland, FL 33813

### Rip out plants & sod

Rip out old plants & boulders and dispose of. Furnish & Install St. Augustine sod.

Irrigation heads will have to lowered. +or- 15-20 % of bill.



### **Default Group**

### **Bed Prep and Plant Removal and Plant Installation**

Items	Quantity	Unit
Landscape Removal	15.00	Hr
Disposal	0.25	ea
St Augustine Grass - Furnish and Installation	1,500.00	sqft

PROJECT TOTAL: \$3,292.25

### **Optional Services**

Initial next to the Optional Services you would like to accept.

I	rrigat	ion	Rei	nair	and	Mo	dific	ation
•	rrigat	1011	110	Jan	anu	1110	ulliv	auon

\$0.00

Irrigation work could total +/-20% of total cost of project.

### **Terms & Conditions**

Special Instructions/Remarks: Floralawn, Inc. is not responsible for any damage to driveways or walk that are in poor condition prior to start of work. Floralawn will also not be responsible for any damage to septic tanks or underground utilities that are not previously identified by the Owner or marking service.

We hereby propose to furnish labor and materials, complete in accordance with the above specifications for the sum of: ----- (\$3,292.25), with payments to be made as follows: 50% deposit to begin job with the balance due upon completion.

Material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents, or delays beyond our control. This proposal is subject to acceptance within 30 days and is void thereafter at the option of the undersigned.

Ву		By
	<b>Damon Smith</b>	
Date	9/19/2023	Date
	Floralawn	Golden Lakes, CDD

### manager@eaglebrooke.net

From: Matthew Cantrall <centurysigns.matthew@aol.com>

Sent: Thursday, September 21, 2023 3:10 PM

**To:** Joanna Likar **Subject:** Re: Pole for sign

Joanne,

I have been out to Eaglebrooke and below you will find a quote for the pole, which includes the decorative base and cap.

The cost would run \$1150 plus tax.

Let me know how I can help.

Thanks,

Matthew Cantrall
Century Signs, Inc.
2020 S. Combee Rd. Suite 4
Lakeland, FL 33801
863-816-6947

On Tuesday, September 19, 2023 at 03:28:27 PM EDT, Joanna Likar <manager@eaglebrooke.net> wrote:

Yes, thank you so much. I can take a picture for you if that is easier.

Thank you, Joanna Likar Eaglebrooke HOA Management

On Sep 19, 2023, at 3:18 PM, Matthew Cantrall <centurysigns.matthew@aol.com> wrote:

Is this one of those flashing radar signs that track speeders?

I know you have one out there now and I would need to go see what you are using to match it.

If you can give me a couple of days I will get back with you.

Thanks,

Matthew Cantrall
Century Signs, Inc.
2020 S. Combee Rd. Suite 4
Lakeland, FL 33801
863-816-6947

ROOKE ROVING REF	PORT							_
Street Name	Resident	Date of first offense	Date of second offense	Date of Certified Mail	Check if eligible for towing	Check if towed	Description of vehicle and license plate number	
Cascades Court								
CHI DE CAC	NO	= /1 = /2 02 2					GREY LEXUS 300	
CUL DE SAC	NO	7/15/2023					LICENSE 6857PN GREY VW TIGUAN	
CUL DE SAC	NO	8/13/2023					LICENSE PCQV75	
<u>7009</u>	BARCODE	7/16/2023					BLLUE HONDA CIVIC LICENSE 70BKHP	
7013	NO	8/7/2022					BLACK JEEP CHEROKEE QGG- P55	
7025	NO	9/29/2022					BLACK TOYOTA	
<u>7025</u>	NO	8/28/2022					CAMRY 59A-QMH WHITE VW ATLAS	
<u>7033</u>	NO	9/10/2022					56A ETA	
<u>7038</u>	NO	7/24/2022					GRAY FORD MUSTANG W00- GGAH	
7045	NO	7/16/2023					GREY TOYOTA CAMRY LICENSE HNUX30	
7045	NO	6/17/2023					WHITE CHEVY CAVALIER LICENSE 6733X4	
Clearpointe Way	110	0/11/2020					0700111	
1011	NO	8/27/2023					BLACK TOYOTA COROLLA LICENSE 25ABDB	
							WHITE KIA	_
1035	NO	10/10/2022					SORENTO ERR8W GREY KIA	
1035	NO	6/3/2023					SORRENTO LICENSE H85K97	
1035	NO	6/17/2023	7/29/2023				GREY DODGE DURANGO LICENSE PCQX02	
1087	NO	7/1/2023	1/23/2023				BLACK NISSAN ALTIMA LICENSE BX671A	
1103	NO	6/17/2023					WHITE FORD 350 VAN LICENSE HFVW54	
							WHITE BUICK ENCLAVE LICENSE	
1127	NO	4/23/2023					120GT2 WHITE LINCOLN NAVIGATOR	
1127 Eagle Ridge Drive	NO	8/20/2023					LICENSE 54BQJR	
Dagie Muge Dilve							WHITE CHEVY	
1520	NO	9/24/2022					COLORADO DEX- L49	
Eagle Ridge Blvd		,,, <u></u>						
6742	NO	7/23/2022					SILVER LEXUS RX- 350 NMN-Z57	
6742	NO	10/23/2022					SILVER DODGE CARAVAN 92B-VGA	

					GREY LEXUS 350	
6743	NO	8/13/2023			LICENSE NMNZ57	
	1.0	0,10,2020			GOLF TOYOTA	
6754	NO	9/24/2022			CAMRY IN4-7GS	
					SILVER CHEVY	
					SUBURBAN Z10-	
6759	NO	10/22/2022	10/23/2022		OUX	
					RED AUDI LICENSE	
6841	NO	7/1/2023			PGF177	
6920	BARCODE	7/29/2023			BLACK FORD F150 LICENSE 220OUT	
Eagle Ridge Court	BARCODE	1/29/2023			LICENSE 220001	
Lagic Riuge Court					GREY CHEVY	
					CRUZE LICENSE	
1565	NO	8/27/2023			IICEUM	
					GRAY BMW-228I	
1567	NO	9/25/2022			WCK-420	
					GREY FORD FOCUS	
1568	NO	8/27/2023			LICENSE DQPQ94	
Eagle Ridge Loop						
					WHITE HYUNDAI ELANTRA LICENSE	
6805	NO	6/4/2023			Z685UM	
0005	1.0	G/7/2023			SILVER CHEVY	
					SILVERADO SAK-	
<u>6813</u>	NO	10/22/2022			4232	
					BLYE FORD F150	
<u>6845</u>	NO	7/24/2022			451-4PZ	
					WHITE NISSAN	
<u>6857</u>	NO	8/28/2022			VERSA Y58-VNY	
(0=1	NO	0/12/2022			GREY KIA FORTE	
6871 Eagle Ridge Way	NO	8/13/2023			LICENSE AL85MT	
<u>Eagle Riuge way</u>						
					SILVER HONDA	
6510	NO	10/9/2022			CIVID Z99-6YE	
					WHITE HONDA	
					PILOT LICENSE	
<u>6510</u>	Yes	7/15/2023			CJE179	
					GRAY CHRYSLER	
<u>6564</u>	No	8/7/2022			PACIFICA 65B-PYI	
(5(4	NO	0/11/2022			BLACK VW JETTA CJ7-1989	
<u>6564</u>	NO	9/11/2022			GRAY CHEVY	
6564	NO	8/28/2022			TRUCK PZF-i76	
0504	110	0/20/2022			BLACK BMW	
6564	NO	4/23/2023			LICENSE 84DAGI	
					SILVER FORD	
6572	NO	7/24/2022			MUSTANG 10B-EGR	
Eagle View Loop						
					DI ACIZ HIVINDAT	
					BLACK HYUNDAI SONATRA LICENSE	
6514	NO	6/4/2023			BLACK TAIW2	
0317	1.0	G/7/2023			BLUE NUSSAN	
					ROGUE LICENSE	
<u>6515</u>	NO	8/27/2023			AW87MM	<u> </u>
					BLACK TOYOTA	
					CAMRY LICENSE	
<u>6526</u>	NO	8/20/2023			80AKBF	
					WHITE CHEVY	
(529	NO	0/7/2022			SILVERADO	
<u>6538</u>	NO	8/7/2022			LICENSE 373-YBG WHITE CHEVY	
					SILVERAGO	
<u>6538</u>	BARCODE	08/20/223			LICENSE 87BXBG	
2000			J.		3	l

		I				GRAY TOYOTA
6538	NO	9/25/2022				CAMRY LJD-V61
6542	NO	J125/2022				CHART LOD VOI
						BLUE FORD F150
<u>6546</u>	NO	9/11/2022				KTZ-E56
						Silver Ford Fiesta 137-
<u>6550</u>	No	7/23/2022	8/6/2022			HIR
\	NO	0/5/2022				SILVER BUICK
6554	NO	8/7/2022				LESANER 77B-ZGH BLACK NISSAN
						ALTIMA LICENSE
6554	NO	8/7/2022				BGU-B09
0001	110	0/1/2022				RED VW TI
6562	NO	8/20/2023				LICENSE NDBR49
						WHITE HONDA
						ELANTRA LICENSE
6562	NO	8/20/2023				IAM021
						Black BMW 301
6564	NO	6/3/2023	6/4/2023			LICENSE 84DAGJ
(5(4	NO	6/2/2022	C/4/2022			GREY MAZDA CX-5 LICENSE EVKT73
6564	NO	6/3/2023	6/4/2023			BLUE GMC YUKON
6577	NO	10/10/2022				27D-AGP
9371	110	10/10/2022				GRAY FORD F150
<u>6577</u>	YES	4/22/2023	4/23/2023			LICENSE B2QZF
Island Lake Lane						
						BLACK JEEP
7004	NO	10/23/2022				COMPASS PIB-L68
						WHITE TOYOTA
7004	NO	#/20/2022				COROLLA LICENSE
7004	NO	7/29/2023				CA9053 GREY HONDA
						RIDGELINE
7004	NO	8/13/2023				LICENSE 59AYNI
.,,,,	110	0/10/2020				BLUE HONDA
						RIDGELINE
7034	NO	8/27/2023				LICENSE 59AYNI
Lake Eaglebrooke Drive						
						BLACK TOYOTA
CHI DE SAC		7/15/2023				TUNDRA LICENSE PV65VF
CUL DE SAC	no	//15/2023				WHITE CHEVY
6811	no	7/7/2022				EQUINOX QNY-Y66
<u>0011</u>		77772022				GREY FORD
						MUSTANG LICENSE
<u>6811</u>	Barcode	7/15/2023				PAXR34
						SILVER JEEP
<u>6829</u>	NO	8/7/2022				LIMITED ZG1-L78
(939	NO	4/22/2022				BLUE DODGE DART
<u>6829</u>	NO	4/23/2023				IGY-B38 BLUE DODGE DART
6829/6835	NO	8/7/2022	10/22/2022	4/23/2023	X	IGY-B38
00#2/10000		3/1/2022	10/22/2022	1, 20, 2020	- 1	BLUE SUBARU
<u>6843</u>	NO	9/25/2022	10/22/2022			LEGAXY IIT8A
						WHITE CHEVY
						SILVERADO
<u>6860</u>	YES	4/23/2023	7/1/2023			LICENSE AK51IW
(9/1	NO	7/24/2022	0/5/2022			WHITE DODGE
6864	NO	7/24/2022	8/7/2022			RAM IF6-3I6 BLACK FORD
6864	NO	8/6/2022	8/7/2022	6/3/2023	X	ESCAPE KTA-N87
0004	110	6/0/2022	0/ // 2022	0/3/4043	Λ	GRAY ACURA MDX
6864	NO	8/7/2022				HTX-2443
						GREY FORD
						ESCAPE LICENSE
<u>6864</u>	NO	6/17/2023				KTAN87

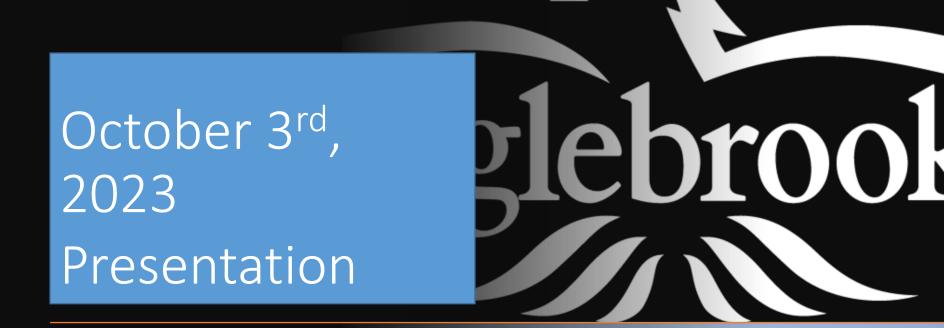
	1					BLACK JEEP	1
						CHEROKEE	
6880	YES	6/24/2023				LICENSE AFM 4569	
0000	ILS	0/24/2023				BLACK FORD	
						ESCAPE LICENSE	
<u>6883</u>	YES	4/22/2023				KTAN57	
						WHITE CHEVY	
<u>6883</u>	NO	8/28/2022	10/10/2022			SILVERADO Z180248	
						BLACK	
						VOLKSWAGON	
	-					JETTA LICENSE	
<u>6883</u>	YES	6/24/2023				PTCQ57	
(012	NO	4/22/2022				BLACK BMW	
<u>6912</u>	NO	4/23/2023				LICENSE Y46VVG BLACK DODGE	
6919	NO	7/22/2022	10/9/2022				
<u>6919</u>	NO	7/23/2022	10/9/2022			RAM 45A-DBQ BLUE JEEP	
							8/13/2023- 08/20/2023-
6924	NO	04/22/223	7/1/2023	7/29/2023	X		08/27/2023
<u>0724</u>	110	04/22/223	7/1/2023	112312023	A	WHITE HONDA	06/27/2023
6924	NO	7/23/2022	8/7/2022			PILOT Y74-9BV	
<u> </u>	110	1/20/2022	0,772022			White Ford Edge Y748-	
6924	NO	7/17/2022				BVFL	
						BLUE KIA GT	
6924	NO	7/29/2023				LICENSE 51AMQQ	
						RED MERCEDES 300	
<u>6925</u>	YES	6/24/2023	7/15/2023	7/16/2023	X	LICENSE IJC5S	8/13/2023
						SILVER SUBURBAN	
<u>6925</u>	NO	10/9/2022				OUTBACK IK5-2VI	
						MERCEDES METRIS	
<u>6925</u>	YES	07/01/223				LICENSE 79KWY	
						WHITE NISSAN	
						ALTIMA LICENSE	
<u>692</u>	NO	8/13/2023				PK31VU	
(020	NO	0/11/2022	0/10/2022			GRAY TOYOTA	
<u>6930</u>	NO	9/11/2022	9/10/2022			COROLLA 65B-NXK	
6930	NO	6/17/2023	7/16/2023	8/13/2023	X	BLACK FORD F150 LICENSE 31BTDE	8/20/2023
<u>0930</u>	NO	0/17/2023	//10/2023	0/13/2023	Λ	GREY	8/20/2023
						VOLKSWAGON	
						JETTA LICENSE	
6930	NO	6/24/2023				NQXB83	
5,50	110	0/21/2020				GREY TOYOTA	
						RAV4 LICENSE	
<u>6931</u>	YES	6/24/2023	7/29/2023			DIDG24	
						SILVER KIA FORTE	
<u>6943</u>	NO	7/23/2022	9/24/2022	4/23/2023	X	Y77-5AR	
						GREY KIA FORTE	
<u>6943</u>	YES	6/24/2023				LICENSE Y775AR	
						WHITE BMW 650	
<u>6943</u>	NO	6/4/2023				LUICENSE BU41XX	
60.15	NO	10/03/2005				GRAY KIA FORTE	
<u>6945</u>	NO	10/23/2022				Y77-5AR	
6047	No	7/17/2022				Silver Honda Tuscon kmq-IA6	
<u>6947</u>	No	7/17/2022				KMQ-1A0	
						BLACK HYUNDAI	
6948	NO	10/9/2022	10/10/2022			VELOSTAR PDQ-Y69	
0740	110	10/3/2022	10/10/2022			WHITE HONDA	
	1					TUCSON LICENSE	
6949	NO	4/22/2023	7/1/2023	7/29/2023	X		7/30/2023 - 08/20/2023
92.12		1,22,2023	., 1, 2020	., = >, = 0 = 0		WHITE CHEVY	
						COLORADO BWW-	
6949	NO	7/23/2022	9/10/2022			114	

		1				WHITE HONDA
						TUCSON LICENSE
6949	NO	6/4/2023	8/13/2023			KMQ596
						GRAY TOYOTA
						COROLLA LICENSE
<u>6954</u>	NO	4/22/2023				65DRM2
						BLACK KIA
		4/00/0000				OPTIMA NO
<u>6954</u>	YES	4/22/2023	4/23/2023			LICENSE PLATE
6954	NO	10/23/2022				SILVER NISSAN SENTRA NNNI-V79
0934	NO	10/23/2022				SILVER MAZDA 6
6954	NO	7/23/2022	7/24/2022	10/10/2022	X	DGT-D10
<u> </u>	1,0	.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	.,,	10/10/2022		WHITE TOYOTA
						CAMRY LICENSE
<u>6954</u>	NO	6/24/2023				IRSD58
						GREY HONDA
						PILOT LICENSE
<u>6954</u>	NO	6/24/2023				DLBP44
						GREY SUBARU
6054	NO	9/20/2022				OUTBACK LICENSE
<u>6954</u>	NO	8/20/2023				Y606UI WHITE VW SEDAN
6955	NO	8/28/2022				BB3-4EP
<u>0733</u>	110	0/20/2022				WHITE CHEVY
						COLORADO
6961	YES	4/22/2023	4/23/2023			LICENSE BWWL14
						BLACK MERCESEZ
<u>6961</u>	NO	9/24/2022				C-300 61B-QDR
						DODGE RAM
<u>6967</u>	9/25/2022					SILVER RLL-8990
						WHITE HONDA
6067	NO	0/12/2022	0/25/2022			ODYSSEY LICENSE
<u>6967</u>	NO	8/13/2023	8/27/2023			CPK9540  RED GMC SIERRA
6967	NO	8/20/2023				LICENSE 022GTE
<u>0707</u>	110	0/20/2023				Ford Green Truck
6987	No	7/17/2022				KRGI-Q59
						Red Mercedes C-300
<u>6998</u>	No	7/17/2022	7/23/2022			HML6A
						BLACK TOYOTA
<u>7115</u>	NO	08/07/222				RAV 4 IHY-T70
						BLUE NISSAN
<u>7115</u>	NO	8/28/2022				SENTRA WHG-N35
						WHITE CHEVY
7115	NO	6/4/2023				SILVERADO LICENSE VYM65
7115	110	0/4/2023				WHITE FORD EDGE
7127	NO	8/20/2023				LICENSE PIXK24
Lake Eaglebrooke Way						
<u>7119</u>	NO	9/10/2022				WHITE VW HZA-B71
						RED HONDA CIVID
<u>7140</u>	NO	8/7/2022				IYD-M96
	NO	0/=:===				WHITE HONDA CRV
7148 OSPREY POINTE	NO	8/7/2022				PAK-K59
USPREY PUINTE						BLACK TOYOTA
						COROLLA LICENSE
<u>7315</u>	NO	7/30/2023				Z89OUM
1010		.,50,2025				BLACK BMW 401
<u>7320</u>	NO	8/20/2023				LICENSE 68BIAV
						WHITE JEEP
						CHEROKEE
<u>7320</u>	NO	8/27/2023				LICENSE 31EJI
Osprey Landing Drive						

SILVER SUBARU   IMPREZA IPO-D90	
MPREZA IPO-D90   BLACK HYUNDAI   VELOSTAR QLG-	
BLACK HYUNDAL   YELDSTAR QLG-	
VELOSTAR QLG-   X36	
A20	
BLACK TOYOTA SE   DFT-3665	
BLUE TOVOTA   COROLLA CYQ-D40	
A20	
SILVER JETTA 06A- AIX	
AIX   GREY MERCEDES   300 LICENSE   4350 LICENSE   43	
GREY MERCEDES   300 LICENSE   77BNTC	
S00	
S00	
GREY BMW 1500	
S00   YES   6/3/2023   LICENSE 43BDMA   GREY KIA OPTIMA	
S40    YES	
S40   YES   6/17/2023   LICENSE BE42FW	
WHITE CHEVY   SPARK IIH1	
SPARK IIHI   BLUE HONDA   ELANTRA LICENSE   IMVH26	
BLUE HONDA   ELANTRA LICENSE   IMVH26   IMVH26	
Test	
GRAY HONDA   CIVID 16B-UNE	
Test	
BLACK LINCOLN   VAN OL3-23L	
1275 NO	
GREY TOYOTA   SOLARA LICENSE   2137IQ   RED HONDA   ACCENT LICENSE   86DMQN	
SOLARA LICENSE   2137IQ   RED HONDA   ACCENT LICENSE   86DMQN	
1295 NO   7/1/2023   2137IQ   RED HONDA   ACCENT LICENSE   86DMQN   BLACK GENESIS   LICENSE L5MSA   WHITE NISSAN   ALTIMA LICENSE   1295 NO   7/1/2023   Black Mazda CX9   LICENSE Z33DES	
RED HONDA   ACCENT LICENSE   86DMQN   BLACK GENESIS   LICENSE L5MSA   WHITE NISSAN   ALTIMA LICENSE   1295   NO   7/1/2023   CLIA93   Black Mazda CX9   LICENSE Z33DES   LICENSE Z33DES	
ACCENT LICENSE   86DMQN   BLACK GENESIS   LICENSE L5MSA   WHITE NISSAN   ALTIMA LICENSE   CLIA93   Black Mazda CX9   LICENSE Z33DES   LICENS	
1295 NO 6/4/2023   86DMQN	
BLACK GENESIS   LICENSE L5MSA   WHITE NISSAN   ALTIMA LICENSE	
WHITE NISSAN   ALTIMA LICENSE	
ALTIMA LICENSE   CLIA93   Black Mazda CX9   LICENSE Z33DES	
1295 NO 7/1/2023 CLIA93  Black Mazda CX9 LICENSE Z33DES	
1295 NO 6/17/2023 Black Mazda CX9 LICENSE Z33DES	
1295 NO 6/17/2023 LICENSE Z33DES	
1295 NO //15/2025 WHITE VW B034EP WHITE TOYOTA	
HIGHLANDER	
1295 NO 7/15/2023 LICENSE 11A48IN	
Osprey Landing Pointe	
SILVER HONDA	
7320 NO 7/23/2022 ACCORD IBH-046	
SILVER VW JETTA	
7350 NO 9/25/2022 06A-EXI	
BLUE LEXUS RX	
7365 NO 9/10/2022 GDCUBSW	
Osprey Landing Way SILVED MISS AN	
300 NO 10/23/2022 SILVER NISSAN MURANO PAB-L57	
300 NO 10/23/2022 MURANO PAD-LS/ BLUE FORD	
300 NO 10/22/2022 TITANUM GYB-V58	
RED FORD	
335 NO 7/23/2022 MUSTAGE LWBT26	
SILVER IMPREZA	
335 NO 7/23/2022 TPD-D90	_
WHITE TOYOTA	
400 NO 10/23/2022 TUNDRA 32B-MLK	
RED HONDA QLB-	
420 NO 9/10/2022 J56	

	1					SILVER VW JETTA
420	NO	10/22/2022	8/13/2023			06A-AIX
420	NO	10/22/2022	0/13/2023			BLACK NISSAN
						VERSA LICENSE
420	NO	6/4/2023				2445WX
Reflections Lake Drive						
						RED FORD TRUCK
7615	NO	7/23/2022				MCC-119
7/25	NO	7/22/2022	5/2 //2022			BLUE KIA OPTIMA
7625	NO	7/23/2022	7/24/2022			492-9341
Reflections Lake Loop						
Attitudes Danie Doop						SILVER ACURA
1010	NO	10/23/2022				INFINITY DG[-M14
						BLACK GMC
						SIERRA LICENSE
1170	NO	7/1/2023				OV1653J
<u>View Pointe Way</u>						GREY CHEVY
						SILVERADO
CUL DE SAC	No	7/15/2023				LICENSE 8254AT8
	7.2					BLACK HONDA ION
CUL DE SAC	NO	7/29/2023				LICENSE 74BWEV
			<u> </u>			WHITE CHEVY
	110					CRUZE LISENCE
CUL DE SAC	NO	7/29/2023				LPLJ97
CHI DE SAC	NO	9/12/2022				GREY MAZDA CX5
CUL DE SAC	NO	8/13/2023				LICENSE BVV79 BEIGE TOYOTA
1010	No	9/24/2022				CAMRY 74B-WGC
1010	110	>/= !/= 0==				GRAY ACURA TL
1010	NO	9/11/2022				QWQ-W73
						RED CHEVY SONIC
1020	NO	9/11/2022	10/22/2022	9/10/2022	X	LT LED-W73
1040	N.T.	7/24/2022				BLUE FORD FUSION
1040	No	7/24/2022				NNT-I24 RED JEEP
1045	NO	10/23/2022				COMPASS 81A-XAX
1015	110	10/20/2022				BLACK FORD
1045	NO	7/23/2022				Y647YU
						WHITE HONDA
						ACCORD LICENSE
1045	NO	4/22/2023	7/15/2023			47CBLS
1060	NO	9/11/2022	4/22/2023			WHITE KIA SPORTAGE LIX-C22
1000	110	3/11/2022	7/ 44/ 4043			WHITE HYUNDAI
1060	NO	9/24/2022				ACCENT LUR-H06
						GRAY ACURA TL
1065	No	7/23/2022	8/6/2022	8/7/2022	X	QWQ-W73
		0				WHITE KIA
1065	NO	8/7/2022				OPTIMA EVL-Y64
1105	NO	10/22/2022				CADILLAC SILVER XT5 NBR-B23
1103	110	10/22/2022				WHITE CHEVY
1110	NO	7/23/2022				EQUINOX 2HR-Y41
	1	.,,,				RED MERDECES
1130	NO	10/22/2022				CLA 250 KYN-M36
						RED FORD DOCUS
1150	NO	04/22/223				LICENSE HHNA90
<u>Vista Hills Drive</u>						RED NISSAN ROGUE
1228	NO	8/27/2023				LICENSE 49BFCA
1220	110	G, 2 1 / 2023				WHITE FORD F150
1233	NO	10/22/2022				WCX-N98

	1	1	1		
					BLACK TOYOTA
12.00		- /4 <del>-</del> / <del>2</del> /2 0 2 2			RAV -4 LICENSE
1268	NO	6/17/2023			6MHE61
					GREY JEEP
12/0	NO	(/17/2022			GLADIATOR LICENSE 80ALIA
1268 Whisper Woods Drive	NO	6/17/2023			LICENSE OUALIA
whisper woods Drive					WHITE FORD
595	NO	10/10/2022	9/24/2022		RAPTOR IPUGFL
5,5	110	10/10/2022	3/2 1/2022		BLACK MERCEDES
595	NO	10/22/2022			C300 NEW-X44
					WHITE FORD
595	NO	9/11/2022			BROWER 77A-BDG
					GREY NISSAN
					SENTRA LICENSE
595	NO	7/29/2023			KFCNU1
					WHITE NISSAN
	_				MAXIMA LICENSE
615	NO	7/30/2023			56BWVV
	NO	#/30/3033			GREY HONDA
615	NO	7/30/2023			CIVIC LIENCE GREY
					VOLKSWAGON
					JETTA LICENSE
615	YES	4/23/2023			WCM0053
VIO		1, 20, 2020			TAN TOYOTA
					CAMRY LICENSE
645	NO	7/29/2023			II72S
					BLUE INFINITI
655	NO	8/27/2023			QQGJ336
					BLACK MERCEDES
664	NO	10/23/2022			C300 EKE-R39
					WHITE TOYOTA
674	NO	10/23/2022			4RUNNER - GWB-I15
764	YES	4/22/2022	6/24/2023		BLACK KIA FORTE LICENSE JYBP61
764	ILS	4/22/2023	0/24/2023		RED TOYOTA
764	NO	10/22/2022			SIENNA JLR-Q68
701	110	10/22/2022			BLUE HONDA CIVIC
765	NO	10/23/2022			70B-KHP
					SILVER NISSAN
765	NO	10/23/2022			SENTRA QPR-JO6
					GREY TOYOTA
					CAMRY LICENSE
765	YES	6/24/2023			KYRV49
704	NO	F/3.4/3.03			BLUE FORD FUSION
784	NO	7/24/2022			KMV-U38
	+				
	•		<u> </u>		<u> </u>





# Greens Renovation Vendor Selection

- All vendors have availability during our timeframe
- 4 Vendors provided Quotes for the Greens/ Collar Renovation
  - Mondragon Golf \$457K
  - Golf Sculptors International -\$552K
  - Heritage Golf \$925K
  - Total Golf Construction -\$784K



# Mondragon Golf (\$457K)

- Local Vendor (Out of Bartow)
- We have a good relationship as he recently completed our Driving Range project
- He has worked with Rick Weber at previous facilities and done nice work
- References for similar projects:

Peridia Golf & Country Club Ray Bartell Jr. ray bartels@hotmail.com

Hunter's Green Country Club Ben Hanson <u>ben.hanson@clubcorp.com</u>

Rosedale Country Club Lori Frutchey <u>lfrutchey@rosedalecountryclub.com</u>

## Golf Sculptors International (\$552K)

- Local Company (Homossassa)
- Has completed the Bunker Drainage
   & Range Drainage Project at
   Eaglebrooke in 2018
- Has done a lot of work for Troon / Indigo throughout the FL Region.

#### Gil Hanse

Hanse Golf Course Design, Inc. 610-651-2977 (office)

#### Jim Wagner

Hanse Golf Course Design, Inc. 610-651-2977 (office)

### Kyle Downs

Tripp Davis and Associates Mobile: 405-305-4190

Grand Cypress Evermore Resorts ( Shaping, excavating old bunkers and install Better Billy Bunkers)

### Joe Ballant

Director of Golf

Direct 407.239.1920 | Mobile 828.421.5426

Evermoreresort.com

One North Jacaranda Orlando, FL 32836

### David L Whelchel, ASGCA Fellow

Golf Course Architect Bella Vista, Arkansas Ph. 614.805.1660

Colony West, Tamarac, Fl (Bunker and Tees)
Dan Zimmer | Vice President of Operations
Troon | m 904.669.1508 | dzimmer@indigogolf.com

### The Gallery, Tuscan AZ (Bunkers)

Tripp Davis and Associates (405) 834-5489 Mobile Address: 405 E Comanche St, Norman, OK 73071

Address: 405 E Comanche St, Norman, OK 73 Phone: (405) 447-5259

Jody Tavarez EVP of Agronomy Escalante Golf GCSAA Class A

M: 817-713-8469 O: 817-386-9721 2930 Bledsoe, Ft. Worth, TX, 76107 www.escalantegolf.com

# Total Golf Construction (\$784K)

Headquartered in Vero Beach

Mobilization driving up cost (121K)

This group was a little challenging to gather a quote from.

This group never followed through with practice area drawings as they offered to provide.

Recently completed a similar project at Indian River Club, Tara Golf & CC, and Longboat Key Club

PGA West Norman Course La Quinta, California Chris May (478) 258-0670 May – July 2021

Hampton Pointe Hardeeville, South Carolina Steve Colosi (304) 237-9424 April – August 2021

Whisper Rock Golf Club Upper - Fazio Course Scottsdale, Arizona Ryan Maher (480) 390-1513 June – September 2023 Troon North Pinnacle Course Scottsdale, Arizona Brad Anderson (480) 688-5969 June – August 2018

PGA West Nicklaus Tournament Course La Quinta, California Chris May (478) 258-0670 May – July 2020

WinStar World Casino and Resort Thackerville, Oklahoma Weibring Wolford Golf Design (972) 529-7784 Fall 2020 – Spring 2021

PGA West Palmer Private Course La Quinta, California Chris May (478) 258-0670 May – July 2021 Kiva Dunes Golf Course Gulf Shores, Alabama Steve Dana – Jerry Pate Design (850) 479-4653 July – September 2015

The Club at Boot Ranch Fredericksburg, Texas (830) 997-6200 Spring – Summer 2016

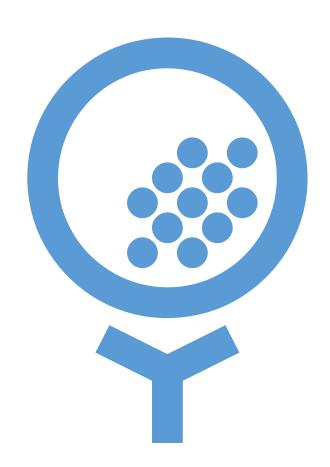
Troon North Monument Course Scottsdale, Arizona Brad Anderson (480) 688-5969 June – August 2017

# Heritage Links (\$925K)

- Headquartered in California
- Mobilization driving up cost (\$266K)
- Have been easy to communicate with
- Have a good list of references:

Other Projects During Course Closure to possibly be completed

 Please see the Hole by Hole List and summary for details.





- Remove red cedar trees at teeing area and sod or replant new material (\$1,000)
- Change bunker location more towards fairway (\$2,000)
- Regrade & Sod white & green tees (\$2,000)



- Change/reshape bunker (\$1,500)
- Clean out along wetland area (\$5,000)



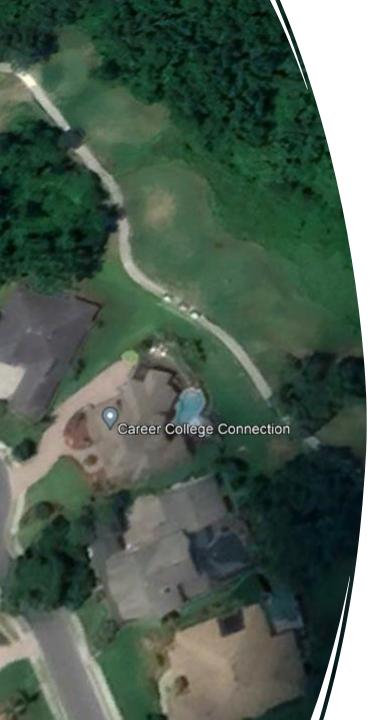
- Level white tee (\$2,000)
- Remove oleander plant bed and add sod (\$500)

- Repair old bunker areas (dig out, add soil, resod) (\$3,000)
- Reshape and repair greenside bunker faces (\$2,000)





- Refurbish waste area (\$32,500)
- Reshape/sod green tee (\$800)
- Refurbish green side bunker (\$2,000)



- Line ditch at tees with riprap and grasses (\$1,000)
- Expand bunker (\$1,000)
- -Hard prune on tree line on left side of hole (\$7,000)

- Refurbish waste bunker (\$32,500)
- - Refurbish bunker faces in fairway (\$5,000)





- Repair old bunker areas (dig out, add soil, resod) (\$1,500)
- Refurbish green side bunkers (\$3,500)
- Add drainage on property line behind green (\$4,000)

- Large waste bunker. (reshape, make smaller bunkers, add native grasses) (\$45,000)
- Repair bunker faces on smaller bunkers (\$3,500)





## Hole #10 & 11



- Level/re-grass white tee (\$2,000)
- Add drainage in tee areas (\$7,000)

- Bridges
- Repair lakebank area around lake drain in tee area (\$3,000)



- Landscape around bathroom (\$1,000)
- Repair bunker faces. (\$2,500)





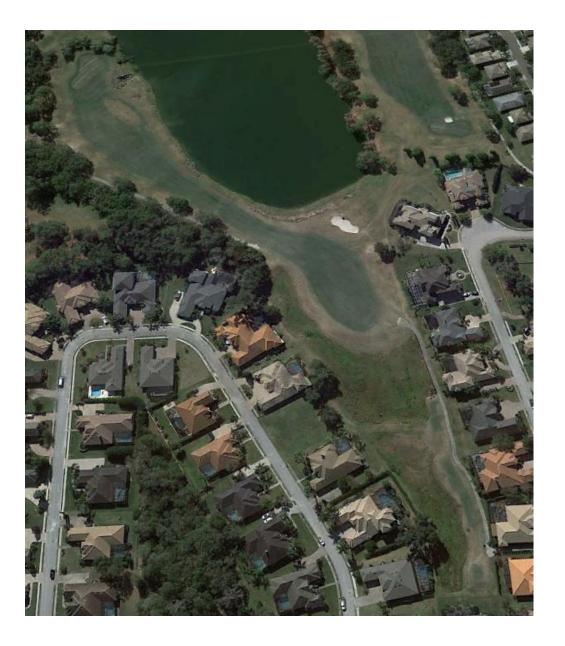
- Reshape red/green tee (\$1,000)
- Repair lakebank washout areas(2) (\$1,500)
- Landscape bed behind green (\$2,500)



Repair end caps of seawall at tees (\$3,000)

- Retaining wall
- Refurbish old bunker areas (\$3,000)
- Refurbish natural spring area

•





- Regrade/sod white, red, and green tees (\$3,000)
- Landscape and repair landscape beds along cart path (\$3,500)
- Refurbish green side bunkers (\$2,500)
- Add landscape beds behind clubhouse (\$2,500)



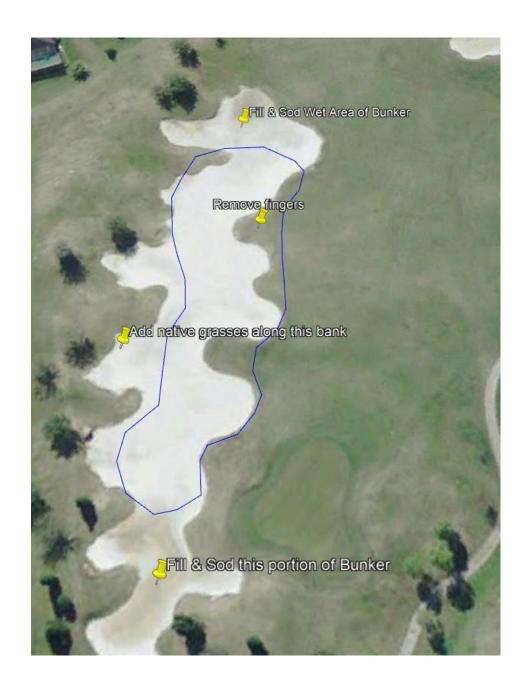
Chipping Green Idea



#5 & #7 Waste Bunkers

\* Will require another FT employee to keep maintained (annual cost of \$45K)

# #9 Bunker Idea





# Estimated Project Cost Summary

- Greens Renovation (TBD based on Vendor) -
- Fumigation \$75K
- Business Interruption \$450K
- Addition of Chipping Green / Bunker - \$75K
- Bulkhead on #17 \$36K
- Bridge Enhancements on #13\$46K
- Restoring Bunkers on #5 & #7\$65K
- Reshaping #9 Bunker and adding Native Grasses - \$46K
- Tree, Tee boxes, Beds, & Bunker Work (See hole by Hole) - \$96K



# THANK YOU

#### AMENDED AND RESTATED MANAGEMENT SERVICES MASTER AGREEMENT

This Amended and Restated Management Services Master Agreement (the "Agreement") is made this \_\_\_\_\_\_ day of October 2023, between:

- GOLDEN LAKES COMMUNITY DEVELOPMENT DISTRICT, a Community Development District with its principal place of business in Osceola County, Florida (hereinafter the "District");
   and
- 2) **INFRAMARK, LLC**, a Texas limited liability company registered in Florida, with its principal place of business at 210 N. University Drive, Suite 702, Coral Springs, FL 33071 (hereinafter the "Service Company")

#### **BACKGROUND**

The District and Gary L. Moyer, P.A. entered into an agreement dated August 15, 1994 for Gary L. Moyer, P.A. to provide various management services (the "Original Agreement"). Gary L. Moyer, P.A. subsequently assigned the Original Agreement to Service Company. The District and Service Company now desire to amend and restated the Original Agreement as provided herein.

In consideration of the mutual promises in this Agreement, the parties agree as follows:

#### 1) TERM AND TERMINATION

- 1.1 The term of this Agreement shall be for an initial period of one (1) year effective October 1, 2023 and shall automatically renew for additional one (1) year terms unless either party terminates for any reason, in writing by certified mail return receipt requested, upon sixty (60) days notice.
- 1.2 The failure of either party to comply with the terms of this Agreement shall constitute a default. Upon default by one party, the other party may send written Notice of Termination. Such notice shall clearly specify the nature of the default and provide the defaulting party forty-five (45) days to cure the default. If the default is capable of being cured within forty-five (45) days, but is not cured, the Agreement shall terminate at midnight of the forty-fifth (45th) day following receipt of the Notice. In the case of default that cannot be cured within forty-five (45) days, this Agreement shall not terminate so long as the defaulting party has given written notice of the extension to the other party and the defaulting party has commenced and is diligently pursuing a cure.
- 1.3 This Agreement may be terminated upon the dissolution or court-declared invalidity of the District.
- 1.4 Upon termination, the Service Company shall be paid

in full for all services rendered and reimbursed for all reasonable costs and/or expenses incurred on behalf of the

District through the date of termination.

1.5 The Service Company may, at its discretion, suspend service on thirty (30) days' written notice should the District fail to make payments in a timely manner, until such time as the account is made current.

#### 2) SERVICE COMPANY'S SERVICES

- 2.1. Service Company shall provide the services as set forth in Schedule A attached to this Agreement (the "Services").
- 2.2. In the event the District is an established and previously operating entity on the date of this Agreement, the District shall provide or make available to the Service Company the following records at least three (3) weeks prior to the beginning of the Services Company's services:
- 2.2.1. All financial books and records of the District;
- 2.2.2. All bank statements of all accounts of the District;
- 2.2.3. Copies of all contracts and agreements to which District is a party;
- 2.2.4. Copies of all minutes, resolutions and other official actions of the District; and
- 2.2.5. Copies of recorded Covenants and Restrictions, Articles of Incorporation, by-laws, any amendments thereto, and plats (to include addresses).

It is agreed between the District and the Service Company that the Service Company shall have no liability for any errors contained in the above-referenced documents, and shall have no liability for errors which may result from the use of the abovereferenced documents should errors be contained therein.

2.3. Service Company may offer and/or District may request, that additional services be provided under this Agreement. In the event that the Service Company and the District agree upon a change in the scope of services to be provided under this Agreement, such agreement as well as the change in compensation, if any, shall be agreed to in writing by both Parties and will be invoiced in accordance with this Agreement.

- 2.4. In performing the services, Service Company may rely on information supplied by the District and Service Company shall not be required to independently verify the accuracy and completeness of such information. In addition, although the Service Company may participate in the accumulation of information developed by others necessary for use in documents required by the District, Service Company is not responsible for verifying the accuracy of such information.
- 2.5. Nothing in this Agreement shall prohibit the Service Company from (a) performing water and wastewater utility management, customer services, utility billing, and operation and maintenance services for the District under a separate agreement; and (b) providing for the benefit of any other district services similar to the services provided to District. District hereby waives any and all conflicts of interest or potential conflicts of interest, it being specifically agreed to and understood that Service Company's provision of such services to the District or to any other district shall not constitute a conflict of interest under this Agreement.
- 2.6. Even though Service Company's employees may include licensed attorneys and engineers, the District acknowledges that Service Company is not performing in the capacity of a law firm or an engineering firm when providing services under this Agreement. Service Company may offer general interpretation of documents, but legal opinions are obtainable only from the District's legal counsel.
- 2.7. Service Company shall provide the Services in a professional and workmanlike manner, and in accordance with generally accepted industry practices and applicable laws. THE SERVICE COMPANY EXPRESSLY DISCLAIMS ALL OTHER EXPRESS AND IMPLIED WARRANTIES UNDER LAW.
- 2.8. If the scope of services requires the Service Company to administer or supervise the District's personnel, the Service Company shall not be responsible for any damages, losses, settlement payments deficiencies, liabilities, costs and expenses resulting from the failure of the District's employees to follow the instructions of the Service Company.

#### 3) DISTRICT OBLIGATIONS

- 3.1. District shall:
- 3.1.1. Perform all duties and discharge all responsibilities and obligations not expressly assumed by the Service Company pursuant to the terms of this Agreement;
- 3.3.5. Obtain and maintain all state, federal, and local permits and licenses required;
- 3.13. Comply with applicable law relating to the

- management of the District to the extent that the responsibility of complying with those laws is not specifically assumed by the Service Company under this Agreement (the Service Company shall not be responsible for the District's failure to comply with any provision of applicable law that is not otherwise specifically assumed by the Service Company hereunder); and
- 3.2 The Service Company shall have no liability for vendor late charges if the late charges are not the result of the Service Company's fault or negligence.
- 3.3 The District represents and warrants that:
- 3.3.5 It is duly incorporated, validly existing, and in good standing under the laws of its state;
- 3.3.2. It has all requisite power, financial capacity, and authority to execute, deliver, and perform its obligations under this Agreement;
- 3.3.3. The execution, delivery, and performance of this Agreement has been duly and validly authorized by it by all necessary action, and this Agreement constitutes the legal, valid, and binding agreement of it and is enforceable against it in accordance with its terms;
- 3.3.4. It shall comply with all applicable federal, state, local, or other laws and regulations applicable to the performance by it of its obligations under this Agreement and shall obtain all applicable permits and licenses required of it in connection with its obligations under this Agreement;
- 3.3.5. There is no outstanding litigation, arbitrated matter or other dispute to which it is a party which, if decided unfavorably to it, would reasonably be expected to have a potential or actual material adverse effect on its ability to fulfill its obligations under this Agreement; and
- The District shall operate as a body, dictated by the District legal documents and applicable laws. Authority lies in a majority vote of the Supervisors, and no Supervisor shall act independently unless authorized by a Board Resolution or formal action that empowers him to make specific decisions independently or spend funds within a specified dollar range. District shall also appoint a liaison to communicate Board decisions to Service Company. If no liaison is named, it shall be the Chairman. The District acknowledges and agrees that in the course of providing the Services, it may be necessary for Service Company to use District computer systems, data systems, or networks, or to come into contact with District residents' personal information. District shall notify Service Company of any protocols for said systems and information, and Service Company shall follow all such protocols as provided, and shall not be liable for the loss or compromise of District systems or information unless due to the negligence or wrongful act of Service Company. If no protocols are provided, then Service Company shall treat such systems and information with the same degree of care and confidentiality as it treats its own systems and information, but no less than a reasonable degree of care. Notwithstanding anything in this Agreement to the contrary, Service Company is not liable for any liabilities, losses, damages, expenses, fines, or penalties incurred by the

District or any third party as a result of a data security breach or other cyber security breach to the District's computer systems, operating systems, and all other technological or information systems related to the Services provided hereunder, except to the extent such liability, loss, damage, expense, fine, or penalty is the direct result Service Company's negligence or willful misconduct.

#### 4) FEES AND PAYMENT

- 4.1. The District shall pay to the Service Company a one-time organizational fee of N/A within thirty (30) days of the Effective Date, to provide for the data input, review, and organization of the District's documents, allowing approximately thirty (30) days for a transition period.
- 4.2. Thereafter, the District shall pay the Service Company a fee of \$42,436.00 ("Annual Base Fee") and related expenses arising under this Agreement shall be paid to the Service Company monthly as compensation for the services set forth herein, per schedule(s) defined in Section 1 and attached hereto as part of this Agreement, and/or as may be described on the Miscellaneous Schedule of Charges. The Base Fee shall be due on the first of the month during which the Services will be rendered. All other payments shall be due within thirty (30) days of the date of invoice. Disputes with invoices are waived if not raised within thirty (30) days of invoice date.
- 4.3. Attendance of meetings is based on an allocation of up to twelve (12) meetings per year, including a Budget meeting, with an allocation of up to three (3) hours per meeting scheduled. The Service Company will bill the District \$250.00 for each additional hour spent attending meetings. Further, meetings which extend past 9:00 p.m. may be charged time and one-half (1.5 x hourly) the hourly rate for meetings. In addition, the Service Company shall bill the District double the prescribed hourly rate of \$125 for each hour spent attending meetings which are scheduled and conducted between the hours of 5:00 P.M. Friday and 9:00 AM. Monday. The Service Company shall not charge for travel time to and from meetings.
- 4.4. Additional services not described on Schedule A which are rendered by the Service Company for or on behalf of the District, with the District's prior written consent, at a rate agreed to by the parties.
- 4.5. In the event of emergency repairs, Service Company is authorized to dispatch the vendor, without liability to the Service Company, to take whatever corrective action is necessary to repair the problem. The District will be notified immediately that such emergency action was taken.
- 4.6. The District shall reimburse the Service Company for all reasonable costs or expenses incurred by the Service Company as provided for in the "Miscellaneous Schedule of Charges" attached to the Agreement and incorporated herein by reference, or with the written consent of the District, in and directly attributable to its fulfilling its duties under this Agreement, including, but not limited to, postage costs, supplies costs and costs to reproduce documents. Such costs and expenses are payable by the District to the Service Company. The District shall pay all reasonable legal fees and

- expenses should it become necessary for the Service Company to seek legal assistance to recover any balance owed by the District under this Agreement.
- 4.7. The Service Company reserves the right to modify, with approval of the Board of Supervisors, any of the applicable fees listed in the "Miscellaneous Schedule of Charges", attached to the Agreement, to bring them in line with current business practice.
- 4.8. For each fiscal year of the District, the compensation payable to the Service Company under the terms and conditions of this Agreement shall be in an amount approved by the District in its final fiscal year budget. Each fiscal year the District will consider price adjustments to compensate for market conditions and the anticipated type and amount of work to be performed by the Service Company during the upcoming fiscal year of the District. In no event shall the compensation payable to the Service Company be reduced, unless agreed to by the District and Service Company, in writing.
- 4.9. If the fiscal year budget is not approved prior to the first day of the fiscal year, the Service Company's compensation under this Agreement will continue at the rate currently in effect at the time of the renewal. The subsequent approval of the budget will result in a retroactive fee adjustment, which will be invoiced in the first month following approval of the budget.
- 4.10. Any and all late payments due to either party from the other shall accrue interest at a rate of one and one-half percent (1  $\frac{1}{2}$ %) per month from the original due date and until payment is received, unless waived by agreement.

#### 5) INDEMNIFICATION AND LIMITATION

- 5.1. THE SERVICE COMPANY SHALL NOT BE LIABLE TO THE DISTRICT OR TO HOMEOWNERS, THEIR GUESTS AND INVITEES FOR ANY LOSS OR DAMAGE TO ANY PERSON OR PROPERTY, UNLESS AND TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF SERVICE COMPANY OR ANY EMPLOYEE OR AGENT OF THE SERVICE COMPANY. SERVICE COMPANY'S TOTAL LIABILITY FOR ANY ACTION OR BREACH OF THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNTS OF INSURANCE CONTRACTUALLY REQUIRED HEREUNDER
- TO THE EXTENT ALLOWABLE UNDER APPLICABLE LAW (AND ONLY TO THE EXTENT OF THE LIMITATIONS OF LIABILITY SET FORTH IN SECTION 768.28, FLORIDA STATUTES), DURING THE TERM OF THIS AGREEMENT, EACH PARTY (THE SHALL "INDEMNIFYING PARTY") DEFEND, INDEMNIFY AND HOLD HARMLESS THE OTHER PARTY AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS (EACH IS REFERRED TO HEREIN AS AN "INDEMNIFIED PARTY") AGAINST ANY AND ALL LIABILITY FOR DAMAGES, COSTS, LOSSES, AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, RESULTING FROM ANY CLAIM ASSERTED BY A

THIRD PARTY AGAINST THE INDEMNIFIED PARTY FOR WRONGFUL DEATH, BODILY INJURY, AND/OR PROPERTY DAMAGE, BUT ONLY TO THE EXTENT CAUSED BY THE WILLFUL OR NEGLIGENT ACTS OR OMISSIONS OF THE INDEMNIFYING PARTY.

- 5.3. UNDER NO CIRCUMSTANCES SHALL SERVICE COMPANY BE RESPONSIBLE FOR ANY DAMAGES, LOSSES, SETTLEMENT, PAYMENT DEFICIENCIES, LIABILITIES, COSTS AND EXPENSES ARISING BECAUSE OF THE EXECUTION OR IMPLEMENTATION OF SPECIFIC INSTRUCTION OR DIRECTIONS PROVIDED BY THE DISTRICT'S BOARD OF SUPERVISORS OR DISTRICT COUNSEL.
- 5.4. NOTWITHSTANDING ANY PROVISION TO THE CONTRARY, CONTAINED IN THIS AGREEMENT, IN NO EVENT SHALL THE SERVICE COMPANY OR THE DISTRICT BE LIABLE, EITHER DIRECTLY OR AS AN INDEMNITOR FOR THE DISTRICT, FOR ANY SPECIAL, PUNITIVE, INDIRECT AND/OR CONSEQUENTIAL DAMAGES, INCLUDING DAMAGES ATTRIBUTABLE TO LOSS OF USE, LOSS OF INCOME OR LOSS OF PROFIT EVEN IF THE SERVICE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 5.5. THE DISTRICT SHALL NOT HOLD THE SERVICE COMPANY LIABLE FOR ANY LOSSES OR DAMAGES, JUDGMENTS, CAUSES OF ACTION, SUITS, DEMANDS OR CLAIMS OF ANY CHARACTER OR KIND, TO THE EXTENT ARISING OUT OF OR ATTRIBUTABLE TO THE ACTS OR OMISSIONS OF THIRD PARTIES CONTRACTED WITH TO PERFORM SERVICES FOR THE DISTRICT OR IN FULFILLMENT OF THE SERVICES PROVIDED TO THE DISTRICT UNLESS THE SERVICE COMPANY FAILED TO EXERCISE REASONABLE CARE TO SELECT ONLY THIRD PARTIES COMPETANT TO PROVIDE THE SERVICES CONTRACTED FOR AND TO PROVIDE SUCH THIRD PARTIES WITH ADEQUATE DIRECTION AS REQUIRED UNDER THIS AGREEMENT.
- 5.6. The District shall not hold the Service Company liable for any loss of records to the extent arising out of or attributable to unforeseeable occurrences caused through no fault of the Service Company, including but not limited to fire, theft, vandalism, force of nature, or acts of God. Service Company shall take reasonable measures to prevent the loss of such records, including keeping backups and implementing policies which are standard in the industry for companies charged with recordkeeping responsibility.
- 5.7. In the event that a party receives notice of or undertakes the defense or prosecution of any action, claim, suit, administrative or arbitration proceeding or investigation consistent with its indemnity obligations hereunder, such party shall give the other party prompt notice of such proceedings and shall inform the other party in advance of all hearings regarding such action, claim, suit, proceeding or investigation.

5.8. This indemnification shall not be construed as a waiver of the District's sovereign immunity under state law, and is subject to the limitations set forth under state law.

#### 6) INSURANCE

- 6.1. The Service Company shall provide and maintain the following levels of insurance coverage:
- 6.1.1. Commercial Crime/ Fidelity Insurance with a per loss limit of one million dollars (\$1,000,000.00);
- 6.1.2. Professional Liability insurance with an aggregate limit of two million dollars (\$2,000,000);
- 6.1.3. General Liability insurance with a per occurrence limit of one million dollars (\$1,000,000); and
- 6.1.4. Workers compensation coverage as provided by and in the amounts specified by state law.
- 6.2. The District shall maintain in force a director's and officer's liability policy in an amount of not less than one million dollars (\$1,000,000) in aggregate coverage and such policy shall name the Service Company as an additional insured. Additionally, the District shall maintain property and general liability insurance with appropriate coverage.

#### 7) DISPUTES

- 7.1 In the event of any disputes, the parties shall first attempt to resolve the situation by good faith discussions which shall take place in a timely manner. If the dispute cannot be resolved within sixty (60) days, the parties shall mediate their dispute before a mediator acceptable to both parties, if they cannot agree, they shall ask the Director of the Federal Mediation and Conciliation Service to nominate a mediator. The parties shall bear their own costs of the mediation but the parties shall share equally the costs of the mediator and the mediation Services.
- 7.2 If the parties are unable to resolve any disputes in accordance with the Section above, either party may bring suit in a court of competent jurisdiction located within the County in which the District is located.

#### **8)** FORCE MAJEURE

A party's performance of any obligation under this Agreement (except for payment obligations) shall be excused if, and to the extent that, the party is unable to perform because of any event of Force Majeure. The party unable to perform shall be required to resume performance of its obligations under this Agreement as soon as reasonably practicable following the termination off the event or cause that excused performance hereunder. Force Majeure is defined as any act, event or condition to the extent that it adversely impacts the cost of performance of, or adversely affects the ability of, or either party to perform any obligation under this Agreement (except

for payment obligations) if such act, event or condition, in light of any circumstances that should have been known or reasonably believed to have existed at the time, is beyond the reasonable control and is not a result of the willful or negligent act, error, omission or failure to exercise reasonable diligence on the part of the party relying thereon.

#### 9) PUBLIC RECORDS

- 9.1 The Manager will be the public records custodian for the District. In connection with its services to District, the Manager agrees to fully comply with the provisions of Section 119.0701, Florida Statutes pertaining to Florida's Public Records Law. Said compliance will include the Manager taking appropriate and necessary steps to comply with the provisions of Section 119.0701(2)(b), Florida Statutes including, without limitation, the following:
- 9.1.1. The Manager shall keep and maintain public records required by the District to perform the services hereunder.
- 9.1.2. Upon a request for public records received by the District, the Manager shall provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or otherwise provided by law.
- 9.1.3 The Manager shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the agreement term and following completion of this Agreement if the Manager does not transfer the records to the District.
- 9.1.4 Upon completion of this Agreement, the Manager shall transfer, at no cost, to the District all public records in possession of the Manager consistent with Florida law. All records stored electronically by the Manager must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.
- 9.1.5 The District shall make all determinations as to what constitutes confidential or exempt public records.
- 9.1.6 Service Company shall follow the requirements of the District's adopted Records Retention policy and destroy all records in accordance with the requirements of the law.
- 9.1.7 Failure of the Manager to comply with Section 119.0701, Florida Statutes may subject the Manager to penalties under Section 119.10, Florida Statutes. Further, in the event the Manager fails to comply with this Section or Section 119.0701, Florida Statutes, the District shall be entitled to all remedies at law or in equity. The following statement is required to be included in this Agreement pursuant to Section 119.0701(2), Florida Statutes:

## IF THE MANAGER HAS QUESTIONS REGARDING THE APPLICATION CHAPTER

119, FLORIDA STATUTES, TO THE MANAGER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO AGREEMENT, CONTACT THE CUSTODIAN **PUBLIC** RECORDS TO **SANDRA DEMARCO** C/O INFRAMARK. LLC. **TELEPHONE:** (954)603-0033, **EMAIL:** Publicrecords@inframark.com AND MAILING ADDRESS: 210 N. UNIVERSITY DRIVE, SUITE 702, CORAL SPRINGS, FL 33071.

#### 10) MISCELLANEOUS

- 10.1. Where agreement, approval, acceptance, consent or similar action by either party hereto is required by any provision of this Agreement, such action shall not be unreasonably delayed or withheld. Each party will cooperate with the other by, among other things, making available, as reasonably requested by the other, management or board decisions, information, approvals, and acceptances in order that each party may properly accomplish its obligations and responsibilities hereunder. Should a party withhold such cooperation as detailed in this Section, the other party shall not be liable for late fees, fines, or other damages or delay as a result.
- 10.2. The headings and titles to the sections of this Agreement are inserted for convenience only and shall not be deemed a part hereof or affect the construction or interpretation of any provision.
- 10.3. No remedy herein conferred upon any party is intended to be exclusive of any other remedy and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise, including injunctive relief.
- 10.4. If any provision of this Agreement or application thereof to anyone or under any circumstances is adjudicated to be invalid or unenforceable in any jurisdiction, such invalidity or unenforceability shall not affect any other provision or application of this Agreement which can be given effect without the invalid or unenforceable provision or application and shall not invalidate or render unenforceable such provision or application in any other jurisdiction.
- 10.5. This Agreement shall be construed without regard to the party that drafted it. Any ambiguity shall not be interpreted against either party and shall, instead, be resolved in accordance with other applicable rules concerning the interpretation of contracts.
- 10.6. This Agreement contains the entire agreement between District and Service Company and supersedes all prior or contemporaneous communications, representations, understandings or agreements that are not consistent with any material provision of this Agreement; for the avoidance of doubt, this Agreement shall supersede and replace the Original Agreement.
- 10.7. The parties may only modify this Agreement by a

written amendment signed by both parties.

- 10.8. The failure on the part of either party to enforce its rights as to any provision of this Agreement shall not be construed as a waiver of its rights to enforce such provisions in the future.
- 10.9. In the event of termination, cancellation or failure to renew, District agrees, for a period of twelve (12) months from the date of termination, not to engage or attempt to engage the services of anyone who is employed by Service Company (or was employed by Service Company at any time within one (1) year prior to the date of termination) for the performance of identical or similar services.
- 10.10. This Agreement shall be binding upon the successors and assigns of each of the parties. This Agreement shall not be assigned by either party without the prior written consent of the other party unless such assignment shall be to a parent, subsidiary, affiliate, or successor of either Party. When written consent of a party is required, such consent shall not be unreasonably withheld.
- 10.11. This Agreement shall be construed under and in accordance with the laws of the State of Florida, and all obligations of the parties created hereunder are enforceable in the federal or state court having appropriate jurisdiction thereof.
- 10.12. All notices will be in writing and shall be deemed given when mailed by first class mail or delivered in person. Notices required to be given to the parties by each other will be addressed to:

To Service Company:

Inframark, LLC 2002 West Grand Parkway North, Suite 100 Katy, Texas 77449 ATTN: Chris Tarase, Vice President

With a copy to:

Inframark, LLC 220 Gibraltar Road, Suite 200 Horsham, PA 19044 To District:

Golden Lakes CDD Attn: Scott Clark, Clark & Albaugh, PLLC 1800 Town Plaza Court

Winter Springs, FL 32708

ATTN: Legal Department

- 10.13. All records compiled by Service Company with information and material gathered when performing this Agreement are the property of District.
- 10.14. This Agreement may be executed in more than one counterpart, each of which shall be deemed an original.

#### 11) <u>E-VERIFY REQUIREMENT</u>

- 11.1. The District is subject to the requirements of section 448.095, Florida Statutes, pertaining to the use of the E-Verify system to confirm the work authorization status of all employees hired on or after January 1, 2021. By signing this Agreement, Service Company acknowledges and confirms that it is registered with and uses the E-Verify system to confirm the work authorization status of all new hires. Service Company further confirms that it shall only subcontract work to be performed under this Agreement to subcontractors who are registered with and use the E-Verify system and have provided to Service Company the affidavit described in section 448.095(2)(b). Service Company must maintain a copy of the subcontractor's affidavit for the duration of this Agreement.
- 11.2. Upon a good faith belief that Service Company has knowingly violated section 448.09(1), District may terminate this Agreement. Such termination shall not constitute a breach by the District.
- 11.3 Upon a good faith belief that any of Service Company's subcontractors have knowingly violated section 448.09(1), but the Service Company otherwise complied with this subsection, District shall promptly notify the Service and order the Service Company to immediately terminate its contract with the subcontractor.

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective as of the date at the top of this Agreement.

INFRAMARK, LLC	GOLDEN LAKES COMMUNITY DEVELOPMENT DISTRICT
By: Chris Tarase Title: President	Printed Name: Title:
Date:	Date:

#### Schedule A Scope of Services

The Service Company shall provide the following services to, for, and on behalf of the District:

#### A- FINANCIAL ACCOUNTING SERVICES

- 1- Prepare the District's budget at the District's direction.
- 2- Implement the District's budget directives.
- 3- Prepare monthly financial reports for the regular District meetings.
- 4- Submit preliminary budget to the District as required under applicable law or District policy.
- 5- Modify preliminary budget for consideration by the District at the District's advertised Public Hearing.
- 6- Coordinate budget preparation with District's Board, Engineer, and Attorney.
- 7- Prepare budget resolution approving the District's budget and authorization to set public hearing.
- 8- Prepare budget and assessment resolutions as required by applicable law.
- 9- Prepare annual financial report for units of local government.
- 10- Prepare of Public Depositor's Report and distribution to State Treasurer.
- 11- Provide all required annual disclosure information to the local government in the County in which the District resides
- 12- Coordinate and distribute Annual Public Facilities Report and distribute to appropriate agencies.
- 13- Prepare all required schedules for year-end audit.
- 14- Oversee capital and general fund accounts.
- 15- Prepare required investment policies and procedures at the District's direction.
- 16- Administer purchase order system, periodic payment of invoices.
- 17- Coordinate tax collection and miscellaneous receivables.
- 18- Establish Government Fund Accounting System in accordance with the Uniform Accounting System prescribed by Department of Banking and Finance for Government Accounting, Generally Accepted Accounting Principles (GAAP) and Government Accounting Standards Board (GASB).

19- Prepare and coordinate applications for federal ID numbers and tax exemption certificates.

#### B- MANAGEMENT AND RECORDING SERVICES

- 1- Attend up to 12 Meetings of the District Board of Supervisors and provide meaningful dialogue on the issues before the District Board of Supervisors for action.
- 2- Record all meetings of the District.
- 3- Organize, conduct, and provide summary minutes for all meetings of the District. This includes, but is not limited to, scheduling meetings, providing agenda packages and meeting materials in the form requested by the Board of Supervisors, and publishing Board meeting, public hearing notices, and landowner election notices as directed by the District; for avoidance of doubt, the Service Company does not provide any legal advice and does not make any recommendations as to how to apply with applicable laws.
- 4- Consult with the Board of Supervisors and its designated representatives, and when necessary, organize such meetings, discussions, project site visits, workshops, and hearings as may pertain to the administration and accomplishment of the various projects and services provided by the District.
- 5- Provide Oath of Office and Notary Public for all newly elected members of the District Board of Supervisors.
- 6- Prepare agenda for budget hearings.
- 7- Prepare all the District's Board of Supervisor agendas and coordination of receipt of sufficient material for the District's Board of Supervisors to make informed policy decisions.
- 8- Prepare and advertise all notices of meetings as required.
- 9- Maintain the District's seal.
- 10- Act as the primary point of contact for District-related matters
- 11- Ensure all required procedures for the District are properly followed and executed, including provision of required compliance and disclosure information to local governments; Service Company shall work with the District as need be to ensure all required procedures are properly followed and executed.
- 12- Solicit bids for the District's contract services for the District's approval and serve as a liaison between the District and contractors to observe the monthly performance of the work of companies supplying the services related to the operation and maintenance of the District's public infrastructure
- 13- Make recommendations and assist in matters relating to solicitation, approval, rejection, amendment, renewal, and cancellation of contracts for services to the District. In advance

of expiration of contracts, the Service Company shall advise the District as to need for renewal or additional procurement activities and implement same. The Service Company shall work with the District's attorney and engineer in fulfilling these requirements. The Service Company's project management (the onsite management of specific large maintenance and/or capital projects) will require an additional project management fee. Any such project management fee must be approved in advance by the District; provided, however, that in the event of an emergency, the Service Company may provide project management services for a reasonable project management fee.

- 14- Coordinate and provide contract administration for any services provided to the District by outside vendors. Contract administration will not require any "project management" (i.e. oversight of construction and/or engineering work that may require professional certifications or other expertise that the Service Company's personnel may not possess).
- 15- If required, provide day-to-day management of in-house operations by performing the following:
  - a- Hire and maintain a highly qualified staff.
  - b- Coordinate all personnel applications, benefits, and payroll and submit in an accurate and timely manner.
  - c- Prepare and implement operating schedules.
  - d- Prepare and implement operating policies.
  - e- Interface with residents to ensure anticipated levels of service are being met.
  - f- Implement internal purchasing policies.
  - g- Prepare and bid services and commodities as necessary.
  - h- Coordinate with the District's residents to determine the services and levels of service to be provided as part of the District's budget preparations.
- 16- Preparation of specifications and coordination for insurance and independent auditor services.
- 17- Responding to any community complaints or requests for service from residents.
- C- SPECIAL ASSESSMENT SERVICES (Separate Fee applies and billed separate from Base Fee)
  - 1- Prepare assessment resolution levying the assessments on the property in the District and prepare assessment rolls.
  - 2- Prepare and maintain a property database by using information obtained by local Property Appraiser's secured roll.
  - 3- Review and compare information received from the Property Appraiser to prior years' rolls, to ensure that the District rolls are in compliance with the law and that the Service Company has obtained all the pertinent information to prepare accurate assessments.

- 4- Periodically update the database for all activity such as transfer of title, payment of annual assessment, prepayment of principal.
- 5- Act as the primary contact to answer property owner questions regarding special assessments, tax bills, etc. and provide pay off information upon request to property owner.
- 6- Upon adoption of the budget and assessments, coordinate with the office of the Property Appraiser and Tax Collector to ensure correct application of assessments and receipt of District funds.
- 7- Act as primary contact to answer property owners' questions regarding the Capital Assessment.
- D- FIELD SERVICES Available upon request and for mutually agreeable scope or service.

#### Schedule B Rate Schedule

#### I. ANNUAL BASE FEE

The Annual Base Fee for the first Agreement year shall be \$42,436.00 (\$3,536.33 per month). Base fee includes District Management, Accounting, Recording, and Assessments.

Disclosure/Dissemination Services available for \$1,500.00 per filing as needed.

#### II. MISCELLANEOUS SCHEDULE OF CHARGES

Special Meetings - Beyond those defined in the negotiated agreement	\$125.00 per hour
Mail Distribution	
General Distribution-Includes label, folding, insertion of up to two items and delivery to the post office	\$0.35 per piece
General Distribution - Additional inserts over two	\$0.03per additional page
Labels	\$0.07each
Certified Mail	Current rate charged by postmaster plus handling charge of \$5.00
Postage	Current rate charged by postmaster (no add on)
Copies	
Black and white, single sided	\$0.18 percopy, up to 100 copies \$0.10 per copy thereafter
Color (single sided)	\$0.50 per copy
Black and white, duplex (two-sided)	\$0.21 per duplex copy
Special Services- incudes courtappearances, performance oitasks other than contract schedule(s), requested attendance for special committee functions and research for special projects	\$125.00 per hour
File Storage - Records preceding those included in base fee (current year records plus two years previous) (Any boxes may be transferred to the District upon the request of the District)	\$15.00 per box per month
Notary service	Included
Estoppel letters for Sellers of Property-the <b>Service Company</b> will charge the seller directly	Per market rates

## **Golden Lakes CDD Open Action Item List**

Item #	Action Description	Category	Owner	Start Date	Update / Resolution
1	Electrical/Plumbing contractors met with Ryan/Wes this morning to go over starter house project – expected cost should be less than feared.	Project	Ryan Roberts	8/18/2023	Discussed in Sept meeting - will have further info at Oct meeting
2	Estimates for bridge and retaining wall work no golf course should arrive by Workshop. Initial indications are bridge bases are good for another 30-40 years.	Project	Ryan Roberts	8/18/2023	Discussed in Sept meeting - will have further info at Oct meeting
3	Discussions ongoing with Bank of Central Florida regarding golf course renovation project.	Project	Ryan Roberts	8/18/2023	
4	Discussions ongoing with Indigo/Troon regarding contract extension as a part of renovation project.	Administrative	Ryan Roberts	8/18/2023	
5	The Indian Hawthorns across from the Preserve are scheduled to be replaced within the next three weeks.	Landscaping	Joanna Likar	8/18/2023	
6	B&G tree service is still running about five weeks out for trimming the overgrowth on Eagle Ridge Boulevard.	Landscaping	Joanna Likar	8/18/2023	
7	During the next couple of services, Floralawn will be going through and removing dead plants and taking a count so we could get a quote to replace.	Landscaping	Joanna Likar	8/18/2023	
8	I am awaiting bed to have the A1 pond, trimmed monthly during the summer, and quarterly throughout the rest of the year.	Landscaping	Joanna Likar	8/18/2023	
9	Beautiful gardens who cleaned out the pond area is providing a quote for the viburnum around the pool.	Landscaping	Joanna Likar	8/18/2023	
10	We launched the new portal website. We are trying to get all homeowners logged on.	Administrative	НОА	8/18/2023	
11	We are working on the proposed budget for the September meeting as well as a nominating committee.	Administrative	НОА	8/18/2023	
12	There is still an open spot on the architectural committee and we are looking for volunteers.	Administrative	НОА	8/18/2023	
13	We are seeking volunteers for the nominating committee.	Administrative	HOA	8/18/2023	
14	Has sent a letter to both the County and Contractor the County utilizes for cleaning road oil spills, FCC. FCC contacted Scott asking for more information on the spill (locations, amounts, etc), and he sent/sending the video that Pennoni Assoc has provided	Administrative	Scott Clark	8/23/2023	
15	Is reaching out to County Code enforcement regarding debris from residents ending up in the drains (See attached picture)	Administrative	Scott Clark	8/23/2023	
16	Follow up on drainage issues raised at the last Board meeting and respond to CDD and golf course staff.	Project	Steven Shealy	8/23/2023	Will have presentation ready for Oct meeting
				l	

9/28/2023

-			
-			
<b>—</b>			
-			
L			
	<u> </u>	 	
<b>H</b>			
<u> </u>			
<u> </u>			

9/28/2023 2

9/28/2023 3

#### **Golden Lakes CDD Completed Action Items**

test of the facility proposed and the four access gas has been purioded to last well of significant control of August, 15 week of Separative due to week for the significant of the sign			II Lakes CDI				
week of August, 1st week of September due to weather issues.  Accent Pavers will be out Thursday, August 24 between 10 and 12 to review 1554 Eagle Ridge Court.  Tuesday, August 22 we will be replacing a stop sign that had fallen in the preserves.  There is a street sign in the Preserve that is incorrect. We have called the company that installed the signs to come out and make repairs. They will be out the week of August 21.  There is a street sign in the Preserve that is incorrect. We have called the company that installed the signs to come out and make repairs. They will be out the week of August 21.  Finalizing a contract for mitigation grant funding for North Pond A-1 Contact AAA to discuss proposed additional work, follow up on and coordinate with CDD staff and AAA on the Pavement repair contract approved at the last meeting.  Follow up on and coordinate with CDD staff and Ben Selser on the pond maintenance contract approved at the last meeting.  Follow up on and coordinate with CDD staff on the Pond A1 drainage grant contract approved by the Board at the last meeting.  Follow up on and coordinate with CDD staff on the Pond A1 drainage grant contract approved by the Board at the last meeting.  Follow up on and coordinate with CDD staff on the Pond A1 drainage grant contract approved by the Board at the last meeting.  Follow up on and coordinate with CDD staff on the Pond A1 drainage grant contract approved by the Board at the last meeting.  Follow up on and coordinate with CDD staff on the Pond A1 drainage grant contract approved by the Board at the last meeting.  Follow up on and coordinate with CDD staff on the Pond A1 drainage grant contract approved by the Board at the last meeting.	Item #	Action Description	Category	Owner	Start Date	Completion Date	Update / Resolution
Eagle Ridge Court.  Tuesday, August 22 we will be replacing a stop sign that had fallen in the preserves.  There is a street sign in the Preserve that is incorrect. We have called the company that installed the signs to come out and make repairs. They will be out the week of August 21.  Finalizing a contract for mitigation grant funding for North Pond A-1  Contact AAA to discuss proposed additional work, follow up on and coordinate with CDD staff and AAA on the Pavement repair contract approved at the last meeting.  Follow up on and coordinate with CDD staff and Ben Selser on the pond maintenance contract approved at the last meeting.  Follow up on and coordinate with CDD staff on the Pond A1 drainage grant contract approved by the Board at the last meeting.  Follow up on and coordinate with CDD staff on the Pond A1 drainage grant contract approved by the Board at the last meeting.  Follow up on and coordinate with CDD staff on the Pond A1 drainage grant contract approved by the Board at the last meeting.  Follow up on and coordinate with CDD staff on the Pond A1 drainage grant contract approved by the Board at the last meeting.  Follow up on and coordinate with CDD staff on the Pond A1 drainage grant contract approved by the Board at the last meeting.  Follow up on and coordinate with CDD staff on the Pond A1 drainage grant contract approved by the Board at the last meeting.	1		Landscaping	Joanna Likar	8/18/2023		
There is a street sign in the Preserve that is incorrect. We have called the company that installed the signs to come out and make repairs. They will be out the week of August 21.  5 Finalizing a contract for mitigation grant funding for North Pond A-1  Contact AAA to discuss proposed additional work, follow up on and coordinate with CDD staff and AAA on the Pavement repair contract approved at the last meeting.  7 Follow up on and coordinate with CDD staff and Ben Selser on the pond maintenance contract approved at the last meeting.  8 Follow up on and coordinate with CDD staff on the Pond A1 drainage grant contract approved by the Board at the last meeting.  Project Steven Shealy 8/23/2023 8/25/2023 Part of #5  Steven Shealy 8/23/2023 Part of #5	2		Project	Joanna Likar	8/18/2023		
4 that installed the signs to come out and make repairs. They will be out the week of August 21.  5 Finalizing a contract for mitigation grant funding for North Pond A-1  Contact AAA to discuss proposed additional work, follow up on and coordinate with CDD staff and AAA on the Pavement repair contract approved at the last meeting.  7 Follow up on and coordinate with CDD staff and Ben Selser on the pond maintenance contract approved at the last meeting.  8 Follow up on and coordinate with CDD staff on the Pond A1 drainage grant contract approved by the Board at the last meeting.  8 Follow up on and coordinate with CDD staff on the Pond A1 drainage grant contract approved by the Board at the last meeting.  8 Follow up on and coordinate with CDD staff on the Pond A1 drainage grant contract approved by the Board at the last meeting.  8 Follow up on and coordinate with CDD staff on the Pond A1 drainage grant contract approved by the Board at the last meeting.  8 Follow up on and coordinate with CDD staff on the Pond A1 drainage grant contract approved by the Board at the last meeting.  8 Follow up on and coordinate with CDD staff on the Pond A1 drainage grant contract approved by the Board at the last meeting.	3		Project	Joanna Likar	8/18/2023		
Contact AAA to discuss proposed additional work, follow up on and coordinate with CDD staff and AAA on the Pavement repair contract approved at the last meeting.  Project Steven Shealy 8/23/2023 8/31/2023 Contract finalized and signed by Chair Contract finalized and signed by Chair  Contract finalized and signed by Chair Contract signed 9/7 by Chair and send to Engineer  Steven Shealy 8/23/2023 8/23/2023 Project Steven Shealy 8/23/2023 8/23/2023 Steven Shealy 8/23/2023 Part of #5	4	that installed the signs to come out and make repairs. They will be out the week of	Project	Joanna Likar	8/18/2023		
6 with CDD staff and AAA on the Pavement repair contract approved at the last meeting.  7 Follow up on and coordinate with CDD staff and Ben Selser on the pond maintenance contract approved at the last meeting.  8 Follow up on and coordinate with CDD staff on the Pond A1 drainage grant contract approved by the Board at the last meeting.  8 Follow up on and coordinate with CDD staff on the Pond A1 drainage grant contract approved by the Board at the last meeting.  8 Follow up on and coordinate with CDD staff on the Pond A1 drainage grant contract approved by the Board at the last meeting.  8 Follow up on and coordinate with CDD staff on the Pond A1 drainage grant contract approved by the Board at the last meeting.	5	Finalizing a contract for mitigation grant funding for North Pond A-1	Administrative	Scott Clark	8/18/2023	8/25/2023	Finalized and executed by Chair
/ maintenance contract approved at the last meeting.  Follow up on and coordinate with CDD staff on the Pond A1 drainage grant contract approved by the Board at the last meeting.  Project Steven Shealy 8/23/2023 9//2023 contract signed 9/7 by Chair and send to Engineer  Project Steven Shealy 8/23/2023 part of #5	6	with CDD staff and AAA on the Pavement repair contract approved at the last	Project	Steven Shealy	8/23/2023	8/31/2023	Contract finalized and signed by Chair
8   Contract approved by the Board at the last meeting.   Project   Steven Shealy   8/23/2023   8/25/2023   part or #5	7	maintenance contract approved at the last meeting.	Project	Steven Shealy	8/23/2023	9/7/2023	Contract signed 9/7 by Chair and send to Engineer
	8		Project	Steven Shealy	8/23/2023	8/25/2023	part of #5
	9		Project	Chairman	6/7/2023	7/11/2023	Approved Jun 7 meeting, installed 7/11 per Chairman
					1		
					1		
					1		
					1		

9/28/2023

9/28/2023 5

#### **RESOLUTION 2024-01**

A RESOLUTION OF THE BOARD OF SUPERVISORS OF GOLDEN LAKES COMMUNITY DEVELOPMENT DISTRICT APPOINTING AND REMOVING OFFICER OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Golden Lakes Community Development District ("<u>District</u>") is a local unit of special-purpose government established and existing in accordance with the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended ("<u>Act</u>"), and Ordinance 92-29, adopted by the Polk County Board of County Commissioners on September 15, 1992, and Ordinance 05-071, adopted by the Polk County Board of County Commissioners on November 9, 2005; and

WHEREAS, the Board of Supervisors of the District desires to appoint and remove Officers of the District.

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

- 1. Gabriel Mena is removed as Secretary/Assistant Treasurer.
- 2. Lynn M. Hayes is appointed as an additional Secretary/Assistant Treasurer.
- 3. This Resolution shall become effective upon its adoption.

#### PASSED AND ADOPTED THIS 3rd DAY OF OCTOBER, 2023.

ATTEST:	GOLDEN LAKES COMMUNITY DEVELOPMENT DISTRICT
Secretary/Assistant Secretary	Chairperson, Board of Supervisors



# GOLDEN LAKES PROPOSAL FOR SIDEWALK REPAIR

Grinding and Replacement Service

Leo Lluberes Area Manager

313 Campus Street Celebration, FL 34747

## **Concrete Tripping Hazard Removal**

Concrete grinding is the most cost-effective way to remove tripping hazards. Commercial concrete repair projects have unique challenges and repair needs to be completed quickly and with as little disturbance to the public as possible. Tripping hazards that are more than 2 inches requires the removal and replacement of a concrete panel. Our Inframark team will take all precautions to ensure safety and minimize inconvenience.

Our previous clients recognized our commitment to quality, craftsmanship, budgets, and scheduling; therefore, they return to our Inframark Team for grinding projects. We understand that not only can it be dangerous to your clients and/or employees, but how expensive insurance can become as the result of a claim from an accident that is caused by a trip hazard.

Uneven concrete on sidewalks, curbs and other common areas can create an unsafe environment on your property. The American with Disabilities Act (ADA) prohibits vertical changes in level greater than 1/4 of an inch on sidewalks and walkways. Anything over can become a serious tripping hazard, exposing you to costly lawsuits.

We will eliminate these potentially dangerous conditions quickly and effectively while minimizing the inconvenience to you resident or those visiting your community.

## **Our Work**





Before After

## **Pricing for Sidewalk Grinding**

As per contract, we are providing a per panel pricing. Total amount of panels to be determined after sidewalks inspection.

Each panel with hazards from  $\frac{1}{4}$ " to 2" = \$40.00 each

## **Pricing for Sidewalk Replacement**

Sidewalk replacement for hazards over 2" or broken will be priced according to the square feet of the panel. Total square feet by panels will be determined after the sidewalks review. This estimate does not include the following:

- 1. Permits if required (will be billed separately after manager's approval)
- 2. Irrigation/pipes repairs due to lines crossing sidewalks during replacement (Will be billed separately after Board members approval)

Each square Feet by panel replacement = \$ 25.00 each

## **SPECIFICATIONS & STAGES**



Grinding 1/4" - 2"

At the minimum, the scope of grinding shall be any vertical displacement in a path of travel of 1/4 inch or greater. At a maximum a 2-inch vertical displacement may be repaired by grinding.



#### Scarifier Grind

For large grinds, the initial concrete removal will be performed using a scarifier with an attached vacuum to contain the generated concreted dust.



#### Smooth

Completed grinds shall be smooth and sloped back at a minimum of a 1:8 slope. An example would be a 1-inch vertical displacement will be sloped back at least 8 inches from the point of the lip. A 1/2-inch vertical displacement will be sloped back 4 inches



**Dry Hand Grinder** 

Smaller grinds and finishing will be performed using a dry hand grinder. This also maintains an attached vacuum to contain the generated concreted dust. This fine grinding process allows our technicians to complete the work in visually pleasing finish.



Clean Visually Pleasing Look

The completed grind will be squared off at the back to allow for a clean look. The concrete on the other side of the grind should be left untouched. The finished surface will initially be lighter in color and the aggregate will show.



## **Finished Project**

The finished grind will not be slippery. It will have about the same coefficient of friction as the undisturbed concrete surface.

# Concrete/Grinding and Replacement service

The work will be performed in 2 phases for each area.

Phase 1 - Grinding of sidewalks

Phase 2 - Replacement of sidewalks

# **Overview and Proposal**

Address	Grinding	Replacement
Eaglebrooke Blvd		1(4x4)
		1(6x5)
		1(6x5)
		1(6x5)
		1(3x4)
Address	Grinding	Replacement
Osprey Landing Dr		
	5	
1150		1(5x4)
840		1(5x4)
810		1(5x4)
780		1(5x4)
660		1(3x4)
421		1(3x4)
551		1(3x4)
675		1(2x4)
		1(4x4)
785		1(2x4)
		1(6x4)
975	1	
1155		1(3x4)

1235		2(5x4)
Address	Grinding	Replacement
Osprey landing Way		
460		1(2x4)
		1(2x4)
360		1(2x4)
340		1(2x4)
320		1(3x4)
445	1	
Address	Grinding	Replacement
Whisper woods Dr		
654		1(3x4)
		1(3x4)
624		1(2x4)
585		1(5x4)
635		1(6x4)
745		1(5x4)
805		1(5x4)
	Q1	
Total panels	7	<mark>31</mark>
Total sqft.		<mark>502</mark>
Address	Grinding	Replacement
Viewpoint Way		
1145	6	
1045	1	
Address	Grinding	Replacement
Lake Eaglebrooke Dr	1	
6976	2	
6970	1	

6960		1(2x4)
6906		1(2x4)
6864	4	
6860	6	
6835	1	
6847	2	
6907	2	
6937		1(3x4)
6967	2	
6973	1	
Lift station		1(4x4)
7121		1(4x4)
7109		2(4x4)
Address	Grinding	Replacement
Lake Eaglebrooke way		
7071		2(2x4)
7083	2	
7113	1	
7131		1(2x4)
7072	4	
Address	Grinding	Replacement
Eagle Ridge Loop		
6895		1(2x4)
6813		2(2x4)
6886	2	1(5x4)
Address	Grinding	Replacement
Eagle Ridge Blvd		
6986		1(2x4)
6968		1(2x4)
		1(4x4)

6956		3(2x4)
6950		1(2x4)
6944		2(2x4)
6932		1(2x4)
6920		1(2x4)
6914		1(2x4)
6903		2(2x4)
6907		1(2x4)
	00	
<del></del>	Q2	
Total panels	38	29
Total sqft.		288
Address	Grinding	Replacement
Cascade Ct		
7446	1	
7442	3	
7436		1(2x4)
		1(5x4)
7022	1	1(2x4)
7013		2(4x4)
7033		1(4x4)
Addross	Crindina	Donloomont
Address	Grinding	Replacement
Island lake Ln 7031		1/2×4\
7031		1(2x4)
Address	Grinding	Replacement
Clearpointe Way		
1180	1	
1080	2	
1130	3	
1119	1	

1103	1	
Address	Grinding	Replacement
Reflections lake Dr		
7635	1	
7520	1	2(4x4)
7480	1	
Address	Grinding	Replacement
Reflections lake loop		
1050	1	
Address	Grinding	Replacement
Vista Hills Dr		
1212	1	
1232		1(4x4)
		1(2x4)
1252	3	
1293		1(2x4)
	Q3	
Total panels	<mark>21</mark>	12
Total sqft.		<mark>156</mark>
Address	Grinding	Replacement
Eagle Ridge Blvd		
6840	1	
6796	2	
6734	2	
6759		1(2x4)
6767		1(2x4)
6765	1	
6785	11	

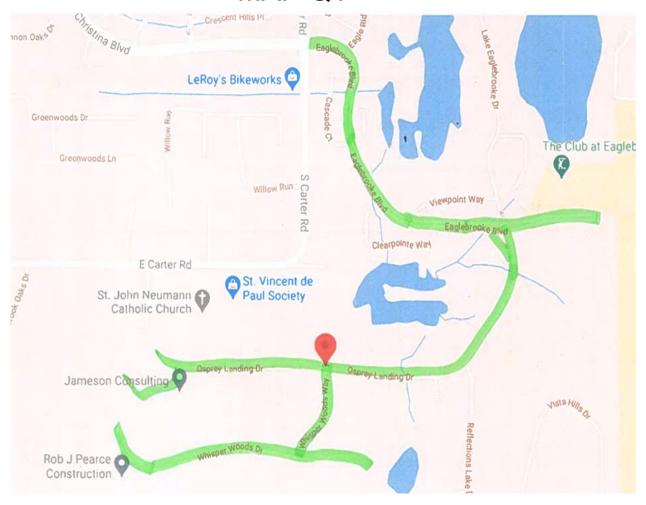
Address	Grinding	Replacement
Eagle Ridge Drive		
1532	1	
Address	Grinding	Replacement
Eagle Ridge Way		
6550	1	
6531	1	
6535	1	
6551		2(5x4)
		1(4x4)
6503	3	1(2x4)
6567		1(4x4)
Address	Grinding	Replacement
Eagle View Loop		
6580		1(2x4)
6550	1	
6534		1(5x4)
6510	1	
6589	3	
6515	1	
Address	Grinding	Replacement
Eagle Ridge Court		
1563		1(2x4)
	Q4	
Total panels	<mark>20</mark>	10
Total sqft.		132
Total	86	82

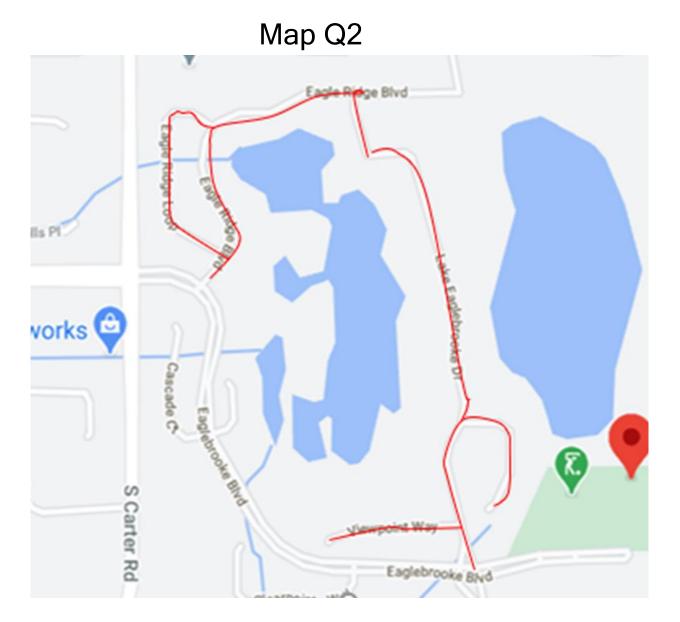
Replacement	Panels	Sqft of concrete
	82	1,078
Total		1,078

Totals	Quantity	Cost	Total
Total Grinding	86	\$ 40.00	\$ 3,440.00
Total Sqft. (Replacements)	1,078	\$ 25.00	\$ 26,950.00
Total			\$ 30,390.00
Concrete disposal credit		\$ (-1,074.00)	\$ (-1,074.00)
Total Cost of Project \$ 29,316.00		\$ 29,316.00	

Approved By:\_\_\_\_\_

# MAP Q1

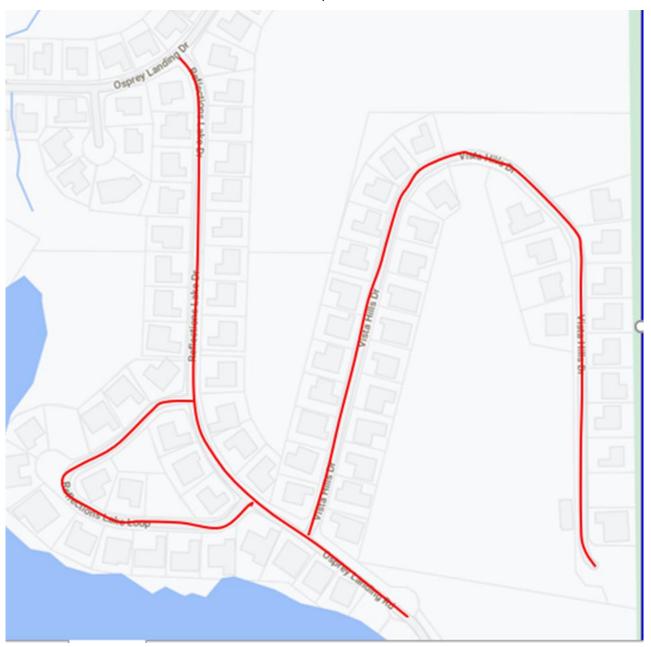




# MAP Q3-A



# MAP Q3-B



# MAP Q4



## **RESOLUTION 2024-02**

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE GOLDEN LAKES COMMUNITY DEVELOPMENT DISTRICT SETTING A PUBLIC HEARING ON PROPOSED BYLAWS & RULES AND REGULATIONS FOR DISTRICT FACILITIES KNOWN AS THE CLUB AT EAGLE-BROOKE PURSUANT TO FLORIDA LAW; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, the Board of Supervisors ("**Board**") of the Golden Lakes Community Development District ("**District**") previously adopted its Bylaws & Rules and regulations for District facilities known as the Club at Eaglebrooke; and

**WHEREAS**, the Board desires to review and considering proposed amendments to the Bylaws & Rules and regulations for the Club at Eaglebrooke; and

WHEREAS, the Board has established a date for a public hearing thereon.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE GOLDEN LAKES COMMUNITY DEVELOPMENT DISTRICT:

1. **SETTING A PUBLIC HEARING.** A public hearing on the proposed amendments to the Bylaws & Rules and regulations for the Club at Eaglebrooke is hereby declared and set for **November 7**, **2023**, **at 5:30 p.m**. at the following location:

LOCATION: The Club at Eaglebrooke

1300 Eaglebrooke Blvd

Lakeland, FL 33813

- 2. **PUBLICATION OF NOTICE.** Notice of this public hearing shall be published in the manner prescribed in Florida law.
- 3. **EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 3rd DAY OF OCTOBER, 2023.

ATTEST:	GOLDEN LAKES COMMUNITY DEVELOPMENT DISTRICT
	Ву:
Assistant Secretary/Secretary	Its:





# Egis Insurance & Risk Advisors

Is pleased to provide a

Proposal of Insurance Coverage for:

# Golden Lakes Community Development District

Please review the proposed insurance coverage terms and conditions carefully.

Written request to bind must be received prior to the effective date of coverage.

The brief description of coverage contained in this document is being provided as an accommodation only and is not intended to cover or describe all Coverage Agreement terms. For more complete and detailed information relating to the scope and limits of coverage, please refer directly to the Coverage Agreement documents. Specimen forms are available upon request.

#### **About FIA**

Florida Insurance Alliance ("FIA"), authorized and regulated by the Florida Office of Insurance Regulation, is a non-assessable, governmental insurance Trust. FIA was created in September 2011 at a time when a large number of Special Taxing Districts were having difficulty obtaining insurance.

Primarily, this was due to financial stability concerns and a perception that these small to mid-sized Districts had a disproportionate exposure to claims. Even districts that were claims free for years could not obtain coverage. FIA was created to fill this void with the goal of providing affordable insurance coverage to Special Taxing Districts. Today, FIA proudly serves and protects nearly 1,000 public entity members.

### **Competitive Advantage**

FIA allows qualifying Public Entities to achieve broad, tailored coverages with a cost-effective insurance program. Additional program benefits include:

- Insure-to-value property limits with no coinsurance penalties
- First dollar coverage for "alleged" public official ethics violations
- Proactive in-house claims management and loss control department
- Risk management services including on-site loss control, property schedule verification and contract reviews
- Complimentary Property Appraisals
- Online Risk Management Education & Training portal
- Online HR & Benefits Support portal
- HR Hotline
- Safety Partners Matching Grant Program

#### **How are FIA Members Protected?**

FIA employs a conservative approach to risk management. Liability risk retained by FIA is fully funded prior to the policy term through member premiums. The remainder of the risk is transferred to reinsurers. FIA's primary reinsurers, Lloyds of London and Hudson Insurance Company, both have AM Best A XV (Excellent) ratings and surplus of \$2Billion or greater.

In the event of catastrophic property losses due to a Named Storm (i.e., hurricane), the program bears no risk as all losses are passed on to the reinsurers.

#### What Are Members Responsible For?

As a non-assessable Trust, our members are only responsible for two items:

- Annual Premiums
- Individual Member Deductibles

FIA Bylaws prohibit any assessments or other fees.

Additional information regarding FIA and our member services can be found at www.fia360.org.

Quotation being provided for:

Golden Lakes Community Development District c/o Inframark Management Services - Celebration 313 Campus Street Celebration, FL 34747

Term: October 1, 2023 to October 1, 2024

**Quote Number: 100123837** 

## **PROPERTY COVERAGE**

## **SCHEDULE OF COVERAGES AND LIMITS OF COVERAGE**

COVERED PROPERTY	
Total Insured Values –Building and Contents – Per Schedule on file totalling	\$110,000
Loss of Business Income	\$1,000,000
Additional Expense	\$1,000,000
Inland Marine	
Scheduled Inland Marine	Not Included

It is agreed to include automatically under this Insurance the interest of mortgagees and loss payees where applicable without advice.

	<u>Valuation</u> <u>Coinsurance</u>	
Property	Replacement Cost	None
Inland Marine	Actual Cash Value	None

DEDUCTIBLES:	\$500	Per Occurrence, All other Perils, Building & Contents and
		Extensions of Coverage.
	5 %	Total Insured Values per building, including vehicle
		values, for "Named Storm" at each affected location
		throughout Florida subject to a minimum of \$10,000 per
		occurrence, per Named Insured.
	Per Attached Schedule	Inland Marine

Special Property Coverages				
Coverage	<u>Deductibles</u>	<u>Limit</u>		
Earth Movement	\$500	Included		
Flood	\$500 *	Included		
Boiler & Machinery	\$500	Included		
TRIA		Included		

<sup>\*</sup>Except for Zones A & V see page 8 (Terms and Conditions) excess of NFIP, whether purchased or not

## **TOTAL PROPERTY PREMIUM**

\$1,216

# **Extensions of Coverage**

If marked with an "X" we will cover the following EXTENSIONS OF COVERAGE under this Agreement, These limits of liability do not increase any other applicable limit of liability.

(X)	Code	Extension of Coverage	Limit of Liability			
Х	Α	Accounts Receivable	\$500,000 in any one occurrence			
х	В	Animals	\$1,000 any one Animal \$5,000 Annual Aggregate in any one agreement period			
х	С	Buildings Under Construction	As declared on Property Schedule, except new buildings being erected at sites other than a covered location which is limited to \$250,000 estimated final contract value any one construction project.			
Х	D	Debris Removal Expense	\$250,000 per insured or 25% of loss, whichever is greater			
Х	E	Demolition Cost, Operation of Building Laws and Increased Cost of Construction	\$500,000 in any one occurrence			
Х	F	Duty to Defend	\$100,000 any one occurrence			
Х	G	Errors and Omissions	\$250,000 in any one occurrence			
Х	Н	Expediting Expenses	\$250,000 in any one occurrence			
Х	ı	Fire Department Charges	\$50,000 in any one occurrence			
Х	J	Fungus Cleanup Expense	\$50,000 in the annual aggregate in any one occurrence			
Х	К	Lawns, Plants, Trees and Shrubs	\$50,000 in any one occurrence			
Х	L	Leasehold Interest	Included			
Х	М	Air Conditioning Systems	Included			
х	N	New locations of current Insureds	\$1,000,000 in any one occurrence for up to 90 days, except 60 days for Dade, Broward, Palm Beach from the date such new location(s) is first purchased, rented or occupied whichever is earlier. Monroe County on prior submit basis only			
х	О	Personal property of Employees	\$500,000 in any one occurrence			
Х	Р	Pollution Cleanup Expense	\$50,000 in any one occurrence			
Х	Q	Professional Fees	\$50,000 in any one occurrence			
Х	R	Recertification of Equipment	Included			
Х	S	Service Interruption Coverage	\$500,000 in any one occurrence			
Х	Т	Transit	\$1,000,000 in any one occurrence			
Х	U	Vehicles as Scheduled Property	Included			
Х	V	Preservation of Property	\$250,000 in any one occurrence			
Х	W	Property at Miscellaneous Unnamed Locations	\$250,000 in any one occurrence			
Х	Х	Piers, docs and wharves as Scheduled Property	Included on a prior submit basis only			

Х	Υ	Glass and Sanitary Fittings Extension	\$25,000 any one occurrence		
Х	Z	Ingress / Egress	45 Consecutive Days		
Х	AA	Lock and Key Replacement	\$2,500 any one occurrence		
Х	BB	Awnings, Gutters and Downspouts	Included		
Х	СС	Civil or Military Authority	45 Consecutive days and one mile		

# **CRIME COVERAGE**

<u>Description</u> Forgery and Alteration	<u>Limit</u> Not Included	<u>Deductible</u> Not Included
Theft, Disappearance or Destruction	Not Included	Not Included
Computer Fraud including Funds Transfer Fraud	Not Included	Not Included
Employee Dishonesty, including faithful performance, per loss	Not Included	Not Included

# **Deadly Weapon Protection Coverage**

Coverage	Limit	Deductible
Third Party Liability	\$1,000,000	\$0
Property Damage	\$1,000,000	\$0
Crisis Management Services	\$250,000	\$0

# **AUTOMOBILE COVERAGE**

Coverages	Covered Autos	Limit	Premium
Covered Autos Liability	8,9	\$1,000,000	Included
Personal Injury Protection	N/A		Not Included
Auto Medical Payments	N/A		Not Included
Uninsured Motorists including Underinsured Motorists	N/A		Not Included
Physical Damage Comprehensive Coverage	N/A	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Applicable Deductible (See Attached Schedule) For Each Covered Auto, But No Deductible Applies To Loss Caused By Fire or Lightning.  See item Four for Hired or Borrowed Autos.	Not Included
Physical Damage Specified Causes of Loss Coverage	N/A	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Applicable Deductible (See Attached Schedule) For Each Covered Auto For Loss Caused By Mischief Or Vandalism  See item Four for Hired or Borrowed Autos.	Not Included
Physical Damage Collision Coverage	N/A	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Applicable Deductible (See Attached Schedule) For Each Covered Auto  See item Four for Hired or Borrowed Autos.	Not Included
Physical Damage Towing And Labor	N/A	\$0 For Each Disablement Of A Private Passenger Auto	Not Included

## **GENERAL LIABILITY COVERAGE (Occurrence Basis)**

Bodily Injury and Property Damage Limit \$1,000,000

Personal Injury and Advertising Injury Included

Products & Completed Operations Aggregate Limit Included

Employee Benefits Liability Limit, per person \$1,000,000

Herbicide & Pesticide Aggregate Limit \$1,000,000

Medical Payments Limit \$5,000

Fire Damage Limit Included

No fault Sewer Backup Limit \$25,000/\$250,000

General Liability Deductible \$0

## PUBLIC OFFICIALS AND EMPLOYMENT PRACTICES LIABILITY (Claims Made)

Public Officials and Employment Practices Liability Limit Per Claim \$1,000,000

Aggregate \$2,000,000

Public Officials and Employment Practices Liability Deductible \$0

Supplemental Payments: Pre-termination \$2,500 per employee - \$5,000 annual aggregate. Non-Monetary \$100,000 aggregate.

#### Cyber Liability sublimit included under POL/EPLI

Media Content Services Liability
Network Security Liability
Privacy Liability
First Party Extortion Threat
First Party Crisis Management
First Party Business Interruption

Limit: \$1,000,000 each claim/annual aggregate



## **PREMIUM SUMMARY**

Golden Lakes Community Development District c/o Inframark Management Services - Celebration 313 Campus Street Celebration, FL 34747

Term: October 1, 2023 to October 1, 2024

**Quote Number: 100123837** 

## **PREMIUM BREAKDOWN**

Property (Including Scheduled Inland Marine)	\$1,216
Crime	Not Included
Automobile Liability	Not Included
Hired Non-Owned Auto	Included
Auto Physical Damage	Not Included
General Liability	\$4,280
Public Officials and Employment Practices Liability	\$3,307
Deadly Weapon Protection Coverage	Included
TOTAL PREMIUM DUE	\$8,803

### **IMPORTANT NOTE**

Defense Cost - Outside of Limit, Does Not Erode the Limit for General Liability, Public Officials Liability, and Employment related Practices Liability.

Deductible does not apply to defense cost. Self-Insured Retention does apply to defense cost.

**Additional Notes:** 

(None)



# PARTICIPATION AGREEMENT Application for Membership in the Florida Insurance Alliance

The undersigned local governmental entity, certifying itself to be a public agency of the State of Florida as defined in Section 163.01, Florida Statutes, hereby formally makes application with the Florida Insurance Alliance ("FIA") for continuing liability and/or casualty coverage through membership in FIA, to become effective 12:01 a.m., 10/01/2023, and if accepted by the FIA's duly authorized representative, does hereby agree as follows:

- (a) That, by this reference, the terms and provisions of the Interlocal Agreement creating the Florida Insurance Alliance are hereby adopted, approved and ratified by the undersigned local governmental entity. The undersigned local governmental entity certifies that it has received a copy of the aforementioned Interlocal Agreement and further agrees to be bound by the provisions and obligations of the Interlocal Agreement as provided therein;
- (b) To pay all premiums on or before the date the same shall become due and, in the event Applicant fails to do so, to pay any reasonable late penalties and charges arising therefrom, and all costs of collection thereof, including reasonable attorneys' fees;
- (c) To abide by the rules and regulations adopted by the Board of Directors;
- (d) That should either the Applicant or the Fund desire to cancel coverage; it will give not less than thirty (30) days prior written notice of cancellation;
- (e) That all information contained in the underwriting application provided to FIA as a condition precedent to participation in FIA is true, correct and accurate in all respects.

**Golden Lakes Community Development District** 

2000	f Local Governmental Entity)	- Pau Wenner
Ву:	Signature	Print Name
Witness By:	Lynn Hayes	Lynn Hayes
S HEREBY APPROVE	Signature  D FOR MEMBERSHIP IN THIS FUND, AND C	Print Name  COVERAGE IS EFFECTIVE October 1, 2023
		y:
		Administrator



## PROPERTY VALUATION AUTHORIZATION

Golden Lakes Community Development District c/o Inframark Management Services - Celebration 313 Campus Street Celebration, FL 34747

#### **QUOTATIONS TERMS & CONDITIONS**

and terms listed below.

- 1. Please review the quote carefully for coverage terms, conditions, and limits.
- 2. The coverage is subject to 25% minimum earned premium as of the first day of the "Coverage Period".
- 3. Total premium is late if not paid in full within 30 days of inception, unless otherwise stated.
- 4. Property designated as being within Flood Zone A or V (and any prefixes or suffixes thereof) by the Federal Emergency Management Agency (FEMA), or within a 100 Year Flood Plain as designated by the United States Army Corps of Engineers, will have a Special Flood Deductible equal to all flood insurance available for such property under the National Flood Insurance Program, whether purchased or not or 5% of the Total Insured Value at each affected location whichever the greater.
- 5. The Florida Insurance Alliance is a shared limit. The limits purchased are a per occurrence limit and in the event an occurrence exhaust the limit purchased by the Alliance on behalf of the members, payment to you for a covered loss will be reduced pro-rata based on the amounts of covered loss by all members affected by the occurrence. Property designated as being within.
- 6. Coverage is not bound until confirmation is received from a representative of Egis Insurance & Risk Advisors.

I give my authorization to bind coverage for property through the Florida Insurance Alliance as per limits

Building and Content TIV

Inland Marine

Auto Physical Damage

Signature:

Name:

Paul Weaver

Title:

As per schedule attached

Not Included

Not Included

Not Included

Not Included

Not Included



## **Property Schedule**

Schedule Items Effective As of: 10/01/2023

# **Golden Lakes Community Development District**

**Policy No.:** 

100123837

Agent:

Egis Insurance Advisors LLC (Boca Raton, FL)

Unit#	Description Address		Year	Year Built	Eff. Date			Total Insured Value	
			Const	t Type	Term Date				
	Roof Shape	Roof Pitch			Roof Co	vering	Coverin	g Replaced	Roof Yr Blt
1	Guard House with Entry Gates				10/01/2023	\$110			
	820 Eaglebrooke Blvd Lakeland FL 33813		Joisted masonry		10/01/2024	10/01/2024		\$110,000	
	Pyramid hip				Asphalt shingles				
			Total:	Building \$110,00		Contents Valu	ıe	Insured Va \$110,000	

Print Name:

# MINUTES OF MEETING GOLDEN LAKES COMMUNITY DEVELOPMENT DISTRICT

The workshop meeting of the Board of Supervisors ("Board") of the Golden Lakes Community Development District ("District") was held Tuesday, September 5, 2023, at 5:30 p.m. at the Club at Eaglebrooke, 1300 Eaglebrooke Boulevard, Lakeland, Florida 33813.

# Present and constituting a quorum were:

Paul Weaver Chairman

Lithea Beck Vice Chairman

Sam Morrone Assistant Secretary

Matt McDonald Assistant Secretary

Shaun York (*Joined at 7:45 pm*) Assistant Secretary

Also participating, either in person or via communications media technology, were:

Gabriel Mena District Manager

Lynn Hayes District Manager

Ryan Roberts General Manager

Audience present

## FIRST ORDER OF BUSINESS

Call to Order and Roll Call

Mr. Hayes called the meeting to order and completed the roll call at 5:30 p.m.

## SECOND ORDER OF BUSINESS

#### **Discussion Items**

The Board briefly discussed the Inframark Community sidewalk repair and replacement proposal. It was stated that this is a safety issue and ADA requirements. It can be completed quarterly or completed all at once. The Board would like the proposal to be revised to remove the sidewalk material's hauling charges. The golf course maintenance staff would like the materials to remain at the maintenance building for future use. The Board would like the updated proposal presented at the October 3, 2023, Golden Lakes Community Development District meeting.

## THIRD ORDER OF BUSINESS

#### **Business Items**

#### A. Golf Course

#### i. Renovation Plan

The Board held a lengthy discussion about picking a vendor for the renovation plan. If possible, the Board would like to lock in the labor costs when they sign a contract with the understanding that material costs may fluctuate.

The Board held a brief discussion about the golf course and Food and Beverage employee survey and bonus structure with specific key performance indicators for employee bonuses. Concerns were raised about the return rate of the surveys from the golf course members.

The Board held a brief discussion about Troon/Indigo waiving management fees during the greens restoration project. The Board stated that the Indigo/Troon Management company is necessary. Troon/Indigo informed the Board that the maintenance budget will need to increase after the greens restoration project is completed.

# ii. Contract Extension with Indigo

The Board briefly discussed a longer-term contract with Troon/Indigo. They discussed the golf cart lease that could be renewed in June 2024 or extended six months while the course is closed for the greens renovation project.

#### B. Action Item List

Mr. Hayes reviewed the purpose of the action item list and BOS meeting summary after the meetings.

## i. Debris Image

The Board reviewed the image and held a brief discussion of the HOA enforcement procedures, including violation letters to be sent by the HOA to residents about the street debris and blockage of District maintained stormwater street drains.

## FOURTH ORDER OF BUSINESS Open Supervisor Discussion

The Board held a brief discussion about the security company, Seritas, and guards. They might want to consider having Troon/ Indigo staff run the front access gate.

The Board briefly discussed the current trespass and towing policies.

The Board also held a brief discussion about the golf course members paying during the golf course closure. It was stated that if the members resign, they will have to pay back dues or wait one year to be reinstated. There was a discustion of two dues for member and non-member costs. The Board agreed they do not want to increase the assessment fees for the residents.

A brief discussion was held about the two empty lots at the maintenance facility. Board members stated thoughts inquiring if they can be sold. They also discussed possibly moving a maintenance shed from the current location to another.

## FIFTH ORDER OF BUSINESS

#### **Audience Comments**

Mr. Lewis of 7480 Reflections Lake Drive (9<sup>th</sup> tee area) stated concerns about the golf course irrigation and water that floods to his house foundation, the water also goes to his neighbor's house, and there is an area that floods the sidewalk. He questioned if there was a drainage issue or if was due to a slope issue. Mr. Hayes read a previous email from Mr. Shealey stating that this is due to the overuse of residential irrigation.

Mr. Bella questioned about stopping nonresidents from coming into the community.

Mr. Shoemaker stated the guards at the gates are not security guards. He also thanked the Board for the meeting held on August 7, 2023, and how it was conducted. He provided input on how the meetings and workshops can be conducted.

## SIXTH ORDER OF BUSINESS

Adjournment

Mr. Hayes stated that your next scheduled meeting on October 3, 2023, at 5:30 p.m. will be a regular meeting and not a workshop.

	The meeting adjourned a	at 8:27 p.m.	
		<u> </u>	
	<del> </del>		
Assistant Se	ecretary	Chair/ Vice Chair	

# **GOLDEN LAKES**

**Community Development District** 

Financial Report

July 31, 2023

**Prepared by** 



# **Table of Contents**

FINANCIAL STATEMENTS		<u>Page</u>
Balance Sheet - All Funds		1 - 4
Statement of Revenues, Expenditures and Changes	s in Fund Balance	
General Fund		5 - 6
Notes to the Financial Statements		7 - 8
Debt Service Funds		9 - 10
Capital Projects Fund		
Enterprise - Golf Fund		11 - 16
Golf Course Reserve Fund		17
SUPPORTING SCHEDULES		
Non-Ad Valorem Special Assessments Schedule		18
Cash and Investment Report		19
Bank Reconciliation		20 - 21

# **GOLDEN LAKES**

Community Development District

Financial Statements
(Unaudited)
July 31, 2023

# **Balance Sheet**

July 31, 2023

ACCOUNT DESCRIPTION	GENERAL FUND	SERIES 2021 DEBT SERVICE FUND	ENTERPRISE - GOLF FUND	GOLF COURSE RESERVE FUND	TOTAL	
ASSETS						
Cash - Checking Account	\$ 263,164	\$ -	\$ 479,080	\$ -	\$ 742,244	
Cash On Hand/Petty Cash	-	-	4,105	-	4,105	
Cash Drawer	-	-	2,260	-	2,260	
Deposit in Transit - South State Bank	250,000	-	-	-	250,000	
Accounts Receivable	-	-	283,131	-	283,131	
Accounts Receivable > 120	1,700	-	-	-	1,700	
Allow -Doubtful Accounts	(1,700)	-	(2,103)	-	(3,803)	
Due From Other Funds	-	-	-	326,039	326,039	
Inventory:						
Food & Beverage	-	-	39,602	-	39,602	
Golf Balls	-	-	18,390	-	18,390	
Golf Clubs	-	-	29,167	-	29,167	
Bags	-	-	4,646	-	4,646	
Gloves	-	-	8,886	-	8,886	
Hats	-	-	3,087	-	3,087	
Shoes\Socks	-	-	8,595	-	8,595	
Shirts\Sweater	-	-	12,302	-	12,302	
Miscellaneous	-	-	2,698	-	2,698	
Soft Drink	-	-	4,677	-	4,677	
Beer	-	-	7,975	-	7,975	
Wine	-	-	4,664	-	4,664	
Liquor	-	-	12,123	-	12,123	
Tobacco	-	-	(5)	-	(5)	
Investments:						
Money Market Account	918,196	-	-	-	918,196	
SBA Account	5,089	-	-	-	5,089	

Balance Sheet July 31, 2023

ACCOUNT DESCRIPTION	GENERAL FUND	SERIES 2021 DEBT SERVICE FUND	ENTERPRISE - GOLF FUND	GOLF COURSE RESERVE FUND	TOTAL
Excess Revenue Account	-	-	1,559	-	1,559
Prepayment Fund (A-1)	-	-	3,919	-	3,919
Reserve Fund	-	13,957	-	-	13,957
Reserve Fund (A-2)	-	-	12,275	-	12,275
Revenue Fund	-	189	79,234	-	79,423
Prepaid Items	-	-	91,802	-	91,802
Deposits	-	-	5,140	-	5,140
Fixed Assets					
Buildings	-	-	331,385	-	331,385
Improvements Other Than Buildings (IOTB)	-	-	83,301	-	83,301
Accum Depr - Buildings	-	-	(69,720)	-	(69,720)
Accumulated DepreciationImp. O/T Buildings	-	-	(27,022)	-	(27,022)
Machinery & Equipment	-	-	360,742	-	360,742
Equipment and Furniture	-	-	60,195	-	60,195
Accum Depr - Mach & Equip	-	-	(176,884)	-	(176,884)
Accum Depr - Equip/Furniture	-	-	(19,957)	-	(19,957)
Property Under Capital Leases	-	-	148,236	-	148,236
Accum Depr - Capital Leases	-	-	(77,018)	-	(77,018)
Bond Issuance Cost	-	-	51,772	-	51,772
Other Fixed Assets	-	-	2,500,000	-	2,500,000
TOTAL ASSETS	\$ 1,436,449	\$ 14,146	\$ 4,282,239	\$ 326,039	\$ 6,058,873

# Balance Sheet July 31, 2023

ACCOUNT DESCRIPTION	GENERAL FUND	SERIES 2021 DEBT SERVICE FUND	ENTERPRISE - GOLF FUND	GOLF COURSE RESERVE FUND	TOTAL
<u>LIABILITIES</u>					
Accounts Payable	\$ 33,923	3 \$ -	\$ 35,220	\$ -	\$ 69,143
Accrued Expenses	12,203	-	5,440	-	17,643
Accrued Interest Payable			69,806	-	69,806
Accrued Payroll			96,063	-	96,063
Accrued Vacation			3,743	-	3,743
Sales Tax Payable			7,448	-	7,448
Outing Deposits			33,662	-	33,662
Deferred Revenue-Memberships			179,255	-	179,255
Capital Leases-Current Portion			22,890	-	22,890
Gift Certificates		- -	60,525	-	60,525
Allowance for Unredeemed Gift Cards		- -	(26,141)	-	(26,141)
Credit Books		- -	16,748	-	16,748
Revenue Bonds Payable-Current		- -	80,000	-	80,000
Due To Other Funds	296,474	14,114	15,451	-	326,039
Capital Leases-Long-Term			31,530	-	31,530
Revenue Bonds Payable-LT			3,480,000	-	3,480,000
TOTAL LIABILITIES	342,600	14,114	4,111,640	-	4,468,354

# **Balance Sheet**

July 31, 2023

ACCOUNT DESCRIPTION	GENERAL FUND	SERIES 2021 DEBT SERVICE FUND	NTERPRISE - GOLF FUND	GOLF COURSE RESERVE FUND	 TOTAL
FUND BALANCES / NET ASSETS					
Fund Balances					
Restricted for:					
Debt Service	-	32	-	-	32
Assigned to:					
Operating Reserves	199,268	-	-	-	199,268
Reserves-Renewal & Replacement	190,260	-	-	-	190,260
Reserves - Roadways	288,752	-	-	-	288,752
Reserves - Roof	20,025	-	-	-	20,025
Reserves - Sidewalks	25,000	-	-	-	25,000
Reserves - Streetlights	25,000	-	-	-	25,000
Unassigned:	345,544	-	-	-	345,544
Net Assets					
Invested in capital assets,					
net of related debt	-	-	(408,720)	-	(408,720)
Restricted for Debt Service	-	-	25,629	-	25,629
Unrestricted/Unreserved	-	-	553,690	326,039	879,729
TOTAL FUND BALANCES / NET ASSETS	\$ 1,093,849	\$ 32	\$ 170,599	\$ 326,039	\$ 1,590,519
TOTAL LIABILITIES & FUND BALANCES / NET ASSETS	\$ 1,436,449	\$ 14,146	\$ 4,282,239	\$ 326,039	\$ 6,058,873

### **Community Development District**

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

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	JUL-23 ACTUAL
REVENUES				
Interest - Investments	\$ 1,200	\$ 32,039	2669.92%	\$ 5,445
Interest - Tax Collector	-	2,164	0.00%	58
Special Assmnts- Tax Collector	865,120	865,705	100.07%	-
Special Assmnts- Other	64,105	64,148	100.07%	-
Special Assmnts- Discounts	(37,169	(34,895)	93.88%	=
Other Miscellaneous Revenues	-	92,485	0.00%	25,202
TOTAL REVENUES	893,256	1,021,646	114.37%	30,705
EXPENDITURES				
<u>Administration</u>				
P/R-Board of Supervisors	8,000	7,000	87.50%	=
FICA Taxes	612	536	87.58%	_
ProfServ-Engineering	60,000	50,446	84.08%	5,764
ProfServ-Legal Services	42,120	29,841	70.85%	12,777
ProfServ-Mgmt Consulting	41,200	34,333	83.33%	3,433
ProfServ-Property Appraiser	9,292	-	0.00%	-
ProfServ-Special Assessment	11,705	11,705	100.00%	-
ProfServ-Web Site Development	3,500	1,706	48.74%	388
Auditing Services	6,750	14,500	214.81%	1,000
Postage and Freight	2,000	424	21.20%	199
Insurance - General Liability	11,673	8,180	70.08%	-
Printing and Binding	1,500	10	0.67%	-
Legal Advertising	4,000	1,267	31.68%	-
Miscellaneous Services	300	9	3.00%	9
Misc-Assessment Collection Cost	18,584	17,899	96.31%	-
Office Supplies	500	-	0.00%	-
Annual District Filing Fee	175	175	100.00%	
Total Administration	221,911	178,031	80.23%	23,570
<u>Field</u>				
ProfServ-Field Management	22,866	31,090	135.97%	1,850
Contracts-Security Services	207,400	164,374	79.25%	19,698
Contracts-Landscape	98,072	81,727	83.33%	8,173
Security-Roving Parking Patrol	10,250	1,415	13.80%	1,121
Communication - Teleph - Field	3,600	3,106	86.28%	517
Utility - Access Gate	10,000	21,477	214.77%	1,234
Electricity - General	30,000	30,176	100.59%	2,929
Electricity - Streetlights	25,000	14,804	59.22%	2,452
Utility - Irrigation	800	812	101.50%	63
R&M-Renewal and Replacement	6,000	4,482	74.70%	4,482

# Community Development District

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

ACCOUNT DESCRIPTION	ΑC	NNUAL DOPTED UDGET	TO DATE	YTD ACTUAL AS A % OF ADOPTED BUD	JUL-23 CTUAL
R&M-Common Area		5,000	41,831	836.62%	15,000
R&M-Gate		3,500	19,477	556.49%	2,386
R&M-Irrigation		10,000	6,262	62.62%	962
R&M-Ponds		4,188	5,843	139.52%	359
R&M-Roads & Alleyways		40,000	8,425	21.06%	-
R&M-Stormwater System		4,500	18,397	408.82%	-
R&M-Streetlights		15,000	3,257	21.71%	-
R&M-Trees and Trimming		10,000	34,260	342.60%	-
R&M-Emergency & Disaster Relief		-	5,010	0.00%	-
R&M-Security Cameras		1,000	6,290	629.00%	-
Misc-Contingency		68,562	4,145	6.05%	4,145
Bottled Water Delivery		550	622	113.09%	76
Op Supplies - Gatehouse		313	-	0.00%	_
Total Field		576,601	507,282	87.98%	65,447
Reserves  Loan-Pavement Interest Expense Total Reserves		102,763 38,810 141,573	- - -	0.00% 0.00% 0.00%	- - -
TOTAL EXPENDITURES & RESERVES		940,085	685,313	72.90%	89,017
Excess (deficiency) of revenues Over (under) expenditures		(46,829)	336,333	-718.22%	(58,312)
OTHER FINANCING SOURCES (USES)					
Operating Transfers-Out		-	(23,285)	0.00%	-
Contribution to (Use of) Fund Balance		(46,829)	-	0.00%	-
TOTAL FINANCING SOURCES (USES)		(46,829)	(23,285)	49.72%	-
Net change in fund balance	\$	(46,829)	\$ 313,048	-668.49%	\$ (58,312)
FUND BALANCE, BEGINNING (OCT 1, 2022)		780,801	 780,801		
FUND BALANCE, ENDING	\$	733,972	\$ 1,093,849		

# Notes to the Financial Statements

July 31, 2023

General Fund
--------------

#### ► Assets

- Cash and Investments In order to maximize liquidity of cash, the District has two Money Market Accounts and one SBA Account. Currently, transitioning SS Bank checking account to Valley Bank checking account.
- Accounts Receivable > 120 Days Duplicate payment to Vendor.
- Allow Doubtful Accounts Uncollectable portion of vendor refund.

#### ► <u>Liabilities</u>

- Accounts Payable Invoices for current month but not paid in current month.
- Accrued Expenses Monthly management fees & security.

#### ► Fund Balance

■ Assigned to- These funds are set aside for repair and replacement of assets throughout the community.

Reserves booked as of September 2022 - Board approved on 11/01/22:

Operating Reserves	\$ 199,268	FY23 operating res	erves budget - Sch. A
Drainage	-		
Renewal & Replacement	190,260	Per FY22 Motion to	assign reserves.
Roadways	288,752	п	"
Roof	20,025	п	II
Sidewalks	25,000	п	II
Streetlights	25,000	"	II
TOTAL	\$ 748,305	_	

#### Notes to the Financial Statements - General Fund

July 31, 2023

#### Financial Overview / Highlights

- ▶ Non-Ad Valorem Special Assessments are 100% collected.
- Other Miscellaneous Revenues Polk County utilities refund, Pennoni refund of duplicate payment & US Bank return of unused 2021 DS funds.
- ▶ Total Expenditures and Reserves are at approximately 73% of adopted budget.

Significant variances are explained below.

#### Variance Analysis

Account Name	dopted Budget	YTD Actual	% of Budget	Explanation
Expenditures				
<u>Administrative</u>				
P/R-Board of Supervisors	\$ 8,000	\$ 7,000	88%	Board payroll YTD.
FICA Taxes	\$ 612	\$ 536	88%	Payroll fees YTD.
ProfServ-Engineering	\$ 60,000	\$ 50,446	84%	Year to date fees for annual services.
ProfServ-Special Assessment	\$ 11,705	\$ 11,705	100%	Special Assessment paid in full.
Auditing Services	\$ 6,750	\$ 14,500	215%	Grau & Associates - FY22 not to exceed \$21,000.
Annual District Filing Fee	\$ 175	\$ 175	100%	Filing fees paid in full.
<u>Field</u>				
ProfServ-Field Management	\$ 22,866	\$ 31,090	136%	Inframark W/O #WOGL08312022 - \$12,590
Communication - Teleph - Field	\$ 3,600	\$ 3,106	86%	Telephone fees have increased since prior fiscal year.
Utility - Access Gate	\$ 10,000	\$ 21,477	215%	Utility (water) usage higher than prior year.
Electricity-General	\$ 30,000	\$ 30,176	101%	KWH charges higher than prior year.
Utility - Irrigation	\$ 800	\$ 812	102%	Water consumption higher than prior year.
R&M Common Area	\$ 5,000	\$ 41,831	837%	Replacement of fencing within district & stump grinding fees.
R&M Gate	\$ 3,500	\$ 19,477	556%	Replaced HySecurity arms/gates, BAI barcode readers & new doorking PCB board.
R&M-Ponds	\$ 4,188	\$ 5,843	140%	New Hayward Swim Clear filter plus monthly service.
R&M-Stormwater System	\$ 4,500	\$ 18,397	409%	Stormwater evaluation.
R&M-Emergency & Disaster Relief	\$ -	\$ 5,010	N/A	Hurricane Ian related costs.
R&M-Security Cameras	\$ 1,000	\$ 6,290	629%	Flock Group - two Flock Safety Sparrow license plate readers.
Bottled Water Delivery	\$ 550	\$ 622	113%	Bottled water deliveries YTD.

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

ACCOUNT DESCRIPTION	 ANNUAL ADOPTED BUDGET	 YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	JUL-23 ACTUAL
REVENUES				
Interest - Investments	\$ -	\$ 35	0.00%	\$ 32
TOTAL REVENUES	-	35	0.00%	32
<u>EXPENDITURES</u>				
Debt Service				
ProfServ-Trustee Fees	-	4,041	0.00%	-
Loan-Pavement	=	102,763	0.00%	=
Interest Expense	 -	 38,500	0.00%	<u></u>
Total Debt Service	 -	 145,304	0.00%	 <del>-</del>
TOTAL EXPENDITURES	-	145,304	0.00%	-
Excess (deficiency) of revenues				
Over (under) expenditures	 -	 (145,269)	0.00%	 32
OTHER FINANCING SOURCES (USES)				
Interfund Transfer - In	-	23,285	0.00%	-
TOTAL FINANCING SOURCES (USES)	-	23,285	0.00%	-
Net change in fund balance	\$ -	\$ (121,984)	0.00%	\$ 32
FUND BALANCE, BEGINNING (OCT 1, 2022)	-	122,016		
FUND BALANCE, ENDING	\$ 	\$ 32		

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

ACCOUNT DESCRIPTION	A	ANNUAL DOPTED BUDGET	YI	EAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	 JUL-23 ACTUAL	
REVENUES							
Interest - Investments	\$	-	\$	-	0.00%	\$	-
TOTAL REVENUES		-		-	0.00%		-
<u>EXPENDITURES</u>							
Debt Service							
Miscellaneous Expenses		_		54,994	0.00%		-
Total Debt Service				54,994	0.00%		_
TOTAL EXPENDITURES		-		54,994	0.00%		-
Excess (deficiency) of revenues							
Over (under) expenditures				(54,994)	0.00%		_
Net change in fund balance	\$		\$	(54,994)	0.00%	\$	_
FUND BALANCE, BEGINNING (OCT 1, 2022)		-		54,995			
FUND BALANCE, ENDING	\$	-	\$	1			

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	JUL-23 ACTUAL
OPERATING REVENUES				
Interest - Investments	\$ -	\$ 215	0.00%	\$ 209
Green Fees-GS	445,764	392,743	88.11%	25,223
Green Fees-Outings-GS	51,274	89,158	173.89%	3,272
Green Fees-Members-GS	1,770	2,500	141.24%	245
PS-Other Income-GS	23,100	=	0.00%	-
Cart Fees-GS	355,951	312,853	87.89%	17,536
Cart Fees-Outings-GS	53,429	70,981	132.85%	2,139
Cart Fees-Members-GS	242,834	252,325	103.91%	27,786
Range-GS	38,503	34,959	90.80%	2,505
Instruction-Ind-GS-Dflt	-	156	0.00%	-
Instruction-Individual -INST	36,000	28,298	78.61%	3,974
Food Sales-On Course-F&B	8,707	8,130	93.37%	585
Food Sales-Banquets-F&B	243,000	291,278	119.87%	5,975
Food Sales-Clubhouse-F&B	487,820	442,961	90.80%	32,394
Non-Alcoholic-Banquets-F&B	· -	234	0.00%	-
Non-Alcoholic-Clubhouse-F&B	22,023	25,676	116.59%	1,903
Alc Sales (Beer)-Banquets-F&B	23,577	16,067	68.15%	107
Alc Sales (Beer)-Clubhouse-F&B	123,732	122,296	98.84%	10,833
Alc Sales (Wine)-Banquets-F&B	14,700	13,163	89.54%	7
Alc Sales (Wine)-Clubhouse-F&B	56,584	51,458	90.94%	4,185
Alc Sales (Liquor)-Banquet-F&B	21,700	29,320	135.12%	293
Alc Sales (Liquor)-Clubhouse-F&B	124,051	157,897	127.28%	13,724
Gratuity-Outings-F&B	(2,050)	· -	0.00%	-
Room Charge-Banquets-F&B	90,000	65,431	72.70%	4,476
Service Charge-Banquets-F&B	7,490	15,134	202.06%	(281)
Service Charge-Clubhouse-F&B	, -	1	0.00%	-
Entertainment-Clubhouse-F&B	-	12,977	0.00%	-
Food Sales-Outings	62,612	672	1.07%	126
Non-Alcoholic-On Course-F&B	21,313	17,640	82.77%	1,893
Alc Sales (Beer)-On Course-F&B	51,661	53,359	103.29%	3,193
Alc Sales (Liguor)-On Course-F&B	29,962	36,640	122.29%	1,809
Alc Sales (Wine)-On Course-F&B	9,000	· -	0.00%	-
Alc Sales (Beer)-Outings-F&B	12,717	2,596	20.41%	281
Room Rentals	, -	3,541	0.00%	541
Membership Dues - monthly	1,248,500	1,185,888	94.99%	118,489
Golf Ball Sales	65,877	67,871	103.03%	4,995
Glove Sales	17,858	18,773	105.12%	1,728
Headwear Sales	11,223	12,104	107.85%	1,089
Ladies' Wear Sales	6,989	9,887	141.47%	589
Men's Wear Sales	31,205	32,190	103.16%	1,497

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	JUL-23 ACTUAL
Shoes Sales	9,255	12,772	138.00%	2,534
Miscellaneous Sales	-	(8,171)	0.00%	(628)
Club Sales	23,131	28,493	123.18%	425
Rental Clubs Sales	7,185	11,540	160.61%	225
Bag Sales	8,385	9,194	109.65%	1,144
Juniorwear Sales		503	0.00%	-
Outerwear Sales	2,154	1,636	75.95%	<del>-</del>
Other Pro Shop Sales	5,314	53,030	997.93%	2,634
Handicap Fee Sales	1,500	890	59.33%	100
Locker Fees	270	-	0.00%	-
Special Assmnts- Tax Collector	267,214	267,394	100.07%	-
Special Assmnts- Discounts	(9,352)	(10,035)	107.30%	-
Other Miscellaneous Revenues	-	37,452	0.00%	4,698
TOTAL OPERATING REVENUES	4,353,932	4,282,070	98.35%	304,452
OPERATING EXPENSES  Personnel and Administration				
Payroll-Hourly	53,580	34,210	63.85%	6,052
Payroll-Benefits	55,200	57,324	103.85%	2,940
Payroll-Managers	124,992	146,735	117.40%	13,047
Payroll-Processing Fee	25,200	22,418	88.96%	2,454
Payroll - Vacation	-	114	0.00%	-
Payroll - Bonus	31,248	5,000	16.00%	-
Management Incentive	25,000	-	0.00%	-
Payroll Taxes	10,104	14,671	145.20%	1,558
401(K) Plan	-	9,766	0.00%	1,018
Legal/Accounting/Professional	747	12,581	1684.20%	611
BCG Management	90,000	75,000	83.33%	7,500
Contracts-Pest Control	3,120	3,770	120.83%	520
IT Support	5,100	5,167	101.31%	420
Travel and Per Diem	600	893	148.83%	31
Training/Staff Development	-	6,212	0.00%	-
Communication - Telephone	4,500	4,748	105.51%	350
Communication - Mobile	1,644	1,350	82.12%	75
Postage	1,500	1,605	107.00%	68
Cell Phone	900	-	0.00%	-
Fed-Ex/Courier	-	188	0.00%	-
Utility - Water & Sewer	12,408	13,329	107.42%	1,009
Garbage Removal	12,000	12,654	105.45%	985
Utility - Electric	42,925	38,613	89.95%	4,076
Lease - Copier	6,304	4,892	77.60%	288

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	JUL-23 ACTUAL
Colf Cont Favir Lagge	04.500	54.050	02.220/	E 40E
Golf Cart Equip Leases Insurance-P&C	61,503	51,253	83.33%	5,125
	268,404	249,318	92.89%	30,697
Insurance-Workmans Comp	28,800	25,906	89.95%	2,496
R&M-Buildings	58,500	43,050	73.59%	890
R&M-Equipment	2 242	49,820	0.00%	4,700
Equip Maint/Repair-Prevent	3,312	1,726	52.11%	-
Printing and Binding	-	1,489	0.00%	-
Help Wanted Ads	600	95	15.83%	-
Promotions	18,000	19,598	108.88%	1,834
Graphic Design	3,600	3,606	100.17%	300
Membership Programs	30,000	29,324	97.75%	2,187
Sales Management	3,050	1,104	36.20%	200
Advertising (Electronic)	7,560	7,965	105.36%	964
Advertising (Display)	-	570	0.00%	-
Miscellaneous Services	1,500	-	0.00%	-
Misc-Employee Meals	7,200	5,825	80.90%	-
Misc-Licenses & Permits	-	925	0.00%	-
Misc-Assessment Collection Cost	5,165	5,147	99.65%	-
Misc-Credit Card Fees	91,114	108,837	119.45%	15,882
Internet Access	5,040	5,574	110.60%	702
TV/Cable or Dish	8,110	6,553	80.80%	909
Employee Testing-Hiring	188	-	0.00%	_
Bank Fees	250	221	88.40%	-
Use Tax Expense	6,000	2,210	36.83%	-
Misc-Security	750	858	114.40%	-
Website & Newsletter	6,000	9,380	156.33%	2,290
MiscPersonal Property Taxes	3,613	6,784	187.77%	-
Office Supplies	10,980	3,063	27.90%	105
Computer Supplies/Equipment	7,200	5,332	74.06%	-
Operating Supplies	6,564	11,420	173.98%	827
Op Supplies - Uniforms	300	1,082	360.67%	746
Clubhouse Cleaning Service G&A	3,000	2,937	97.90%	-
Software	2,700	5,418	200.67%	843
Education / Training	14,420	-	0.00%	-
Chamber / Organization Dues	100	704	704.00%	365
Bad Debt Expenses	12,000	9,898	82.48%	-
Total Personnel and Administration	1,182,595	1,148,232	97.09%	115,064
Maintenance and Landscaping				
Payroll-Hourly	290,340	268,321	92.42%	30,095
Payroll-Managers	87,504	72,761	83.15%	7,665
Payroll - Vacation		2,730	0.00%	

#### Statement of Revenues, Expenses and Changes in Net Assets For the Period Ending July 31, 2023

ACCOUNT DESCRIPTION	ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	JUL-23 ACTUAL
Payroll - Bonus	4,550	2,700	59.34%	-
Payroll Taxes	30,440	26,109	85.77%	2,930
Outside Services	51,152	27,763	54.28%	-
Training/Staff Development	500	-	0.00%	-
Oil/Lube	1,600	-	0.00%	-
Aerification	22,500	3,200	14.22%	-
Gas Diesel	37,587	23,929	63.66%	2,170
Communication - Mobile	900	-	0.00%	-
Utility - Irrigation	5,307	-	0.00%	-
Utility - Water & Sewer	1,871	2,406	128.59%	148
Utility - Electric	19,762	14,181	71.76%	1,412
Golf Cart Equip Leases	56,104	-	0.00%	-
R&M-Irrigation	22,000	7,888	35.85%	281
Equip Maint/Repair-Prevent	36,000	36,650	101.81%	8,394
Sod/Sprigs	2,500	1,778	71.12%	-
Safety Equipment	400	-	0.00%	-
Cleaning Supplies	1,108	527	47.56%	185
Supplies-Landscape	500	1,400	280.00%	-
Supplies-Course	5,721	11,061	193.34%	-
Pre-Emergents	36,000	36,263	100.73%	-
Sand-Top Dressing greens/tees	12,500	4,615	36.92%	330
Op Supplies - Uniforms	1,550	1,549	99.94%	-
Chemicals-Fungicides	5,500	5,823	105.87%	2,400
Chemicals-Herbicides	7,500	12,995	173.27%	-
Chemicals-Insecticides	8,000	7,562	94.53%	740
Chemicals-Growth Regulators	6,000	1,717	28.62%	1,717
Chemicals-Wetting Agents	4,000	=	0.00%	-
Fertilizers-Fairways / Roughs	21,000	8,029	38.23%	3,302
Fertilizers-Greens	28,000	27,685	98.88%	-
Small Equipment/Hand Tools	2,000		0.00%	<u> </u>
Total Maintenance and Landscaping	810,396	609,642	75.23%	61,769
Pro Shop				
COS - Golf Balls	44,138	38,341	86.87%	3,485
COS - Gloves	10,536	11,915	113.09%	1,340
COS - Headwear	5,612	7,503	133.70%	589
COS - Ladies' Wear	4,893	, -	0.00%	_
COS - Men's Wear	20,908	27,367	130.89%	856
COS - Shoes	5,738	8,041	140.14%	1,554
COS - Miscellaneous	-	464	0.00%	(912)
COS - Clubs	19,662	23,323	118.62%	425
COS - Outerwear	1,507	106	7.03%	-

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	JUL-23 ACTUAL
COS - Bags	5,283	6,269	118.66%	710
COS - Beverage - Beer/Wine	134,810	135,211	100.30%	11,657
COS - Beverage - Non Alch	25,005	24,194	96.76%	2,206
COS - Food Sales	344,919	295,866	85.78%	18,611
COGS-Purchase Discounts	-	(1,023)	0.00%	(63)
COS-Inventory General	3,348	<u> </u>	0.00%	-
Total Pro Shop	626,359	577,577	92.21%	40,458
Golf Operations				
Payroll-Salaries	89,244	74,378	83.34%	7,878
Payroll-Hourly	221,652	220,956	99.69%	22,758
Payroll-Commission	36,000	36,620	101.72%	3,795
Payroll-Janitor	_	274	0.00%	60
Payroll Taxes	31,731	27,628	87.07%	2,635
Postage	600	_	0.00%	-
Cell Phone	1,800	600	33.33%	-
R&M-Golf Cart	3,600	6,723	186.75%	-
Equip Maint/Repair-Fix	1,200	1,587	132.25%	-
Misc-Employee Meals	1,536	670	43.62%	83
Misc-Handicap Fees	6,200	6,478	104.48%	666
Tournaments and Events	22,000	50,356	228.89%	-
Supplies-Scorecards and Pencil	250	262	104.80%	-
Supplies-Shop	-	214	0.00%	214
Operating Supplies	-	748	0.00%	-
Op Supplies - Uniforms	4,300	2,266	52.70%	73
Driving Range Supplies	8,500	9,878	116.21%	-
Chamber / Organization Dues	1,575	1,641	104.19%	_
Total Golf Operations	430,188	441,279	102.58%	38,162
Amenities				
Outside Services	10,320	9,560	92.64%	1,031
Utility - Water & Sewer	4,280	2,918	68.18%	450
R&M-Buildings	2,400	286	11.92%	-
Misc-Licenses & Permits	280	280	100.00%	_
Total Amenities	17,280	13,044	75.49%	1,481
Food and Beverages				
Payroll-Hourly	344,778	350,324	101.61%	30,118
Payroll-Managers	232,728	164,987	70.89%	17,144
Payroll - Vacation		1,306	0.00%	
Payroll Taxes	74,728	62,247	83.30%	4,902
	. +,120	52,277	33.0070	7,002

ACCOUNT DESCRIPTION	A	ANNUAL DOPTED BUDGET	YE	AR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	JUL-23 ACTUAL
		. =			0= 0.407	
Grease Removal		1,700		475	27.94%	-
Training/Staff Development		240		875	364.58%	-
Communication - Mobile		1,500		925	61.67%	-
Utility - Water & Sewer		2,628		2,778	105.71%	253
Propane /Natural Gas		48,998		28,222	57.60%	1,631
Equipment Rental		-		1,818	0.00%	260
Equip Maint/Repair-Fix		12,360		29,477	238.49%	880
Equip Maint/Repair-Prevent		1,400		1,892	135.14%	-
Miscellaneous Services		-		938	0.00%	-
Misc-Licenses & Permits		1,920		1,920	100.00%	-
Decorations		4,250		3,543	83.36%	-
Glassware/China/Silver		4,800		3,949	82.27%	372
Cleaning Supplies		3,468		3,053	88.03%	211
Supplies-Paper and Plastic		22,800		18,422	80.80%	1,155
Supplies-Banquet		4,486		3,092	68.93%	127
Supplies-Bar		-		227	0.00%	-
Supplies-Kitchen		12,624		7,091	56.17%	265
Operating Supplies		-		1,698	0.00%	-
Op Supplies - Uniforms		3,000		4,758	158.60%	1,621
Total Food and Beverages		822,148		744,441	90.55%	65,025
Debt Service						
ProfServ-Trustee Fees		7,004		7,004	100.00%	-
Principal Debt Retirement A-1		80,000		80,000	100.00%	-
Principal Debt Retirement A-2		5,000		5,000	100.00%	-
Interest Expense Series A-1		136,653		136,653	100.00%	-
Interest Expense Series A-2		16,250		16,250	100.00%	_
Total Debt Service		244,907		244,907	100.00%	<del>-</del>
<u>Reserves</u>						
Improvements - Building		183,000		281,465	153.81%	12,341
Total Reserves		183,000		281,465	153.81%	12,341
TOTAL OPERATING EXPENSES & RESERVES		4,316,873		4,060,587	94.06%	334,300
TOTAL OF ENATING EXI ENGLG & NEGLIVES		7,010,013		4,000,007	37.00 /8	337,300
Operating income (loss)		37,059		221,483	597.65%	(29,848)
Change in net assets	\$	37,059	\$	221,483	597.65%	\$ (29,848)
TOTAL NET ASSETS, BEGINNING (OCT 1, 2022)		(50,884)		(50,884)		
TOTAL NET ASSETS, ENDING	\$	(13,825)	\$	170,599		

ACCOUNT DESCRIPTION	A	ANNUAL ADOPTED BUDGET	YE	AR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	JUL-23 ACTUAL
OPERATING REVENUES						
Interest - Investments	\$	-	\$	_	0.00%	\$ -
Special Assmnts- Tax Collector		66,636		66,682	100.07%	-
Special Assmnts- Discounts		(2,665)		(2,502)	93.88%	-
TOTAL OPERATING REVENUES		63,971		64,180	100.33%	-
OPERATING EXPENSES						
Personnel and Administration						
ProfServ-Property Appraiser		666		_	0.00%	-
Misc-Assessment Collection Cost		1,333		1,284	96.32%	-
Total Personnel and Administration		1,999		1,284	64.23%	<u> </u>
Golf Course						
R&M-Golf Course		61,972		-	0.00%	-
Total Golf Course		61,972		-	0.00%	 
TOTAL OPERATING EXPENSES		63,971		1,284	2.01%	-
Operating income (loss)				62,896	0.00%	 
Change in net assets	\$	<u>-</u>	\$	62,896	0.00%	\$ 
TOTAL NET ASSETS, BEGINNING (OCT 1, 2022)		263,143		263,143		
TOTAL NET ASSETS, ENDING	\$	263,143	\$	326,039		

#### **GOLDEN LAKES**

Community Development District

**Supporting Schedules** 

July 31, 2023

# Non Ad Valorem Special Assessments - Imperial Polk County Tax Collector (Monthly Collection Distributions) For the Fiscal Year Ending September 30, 2023

								ALLOCATIO	N E	BY FUND	
Date Received	Net Amount Received	Discour (Penalti Amour	es)	Collection Costs	Gross Amount Received	0	eneral Fund perations & aintenance	neral Fund Capital provement		olf Course Reserve Fund	terprise Golf Fund 017 A1 & A2
Assessments   Allocation %	Levied FY 2023				\$ 1,263,075 100%	\$	865,120 68%	\$ 64,105 5%	\$	66,636 5%	\$ 267,214 21%
11/10/22	\$ 12,979	\$ 6	94	\$ 265	13,938	\$	9,546	\$ 707	\$	735	\$ 2,949
11/16/22	18,771	7	98	383	19,952		13,666	1,013		1,053	4,221
11/21/22	66,289	2,8	18	1,353	70,460		48,260	3,576		3,717	14,906
11/25/22	66,478	2,8	26	1,357	70,661		48,398	3,586		3,728	14,949
12/12/22	209,144	8,8	92	4,268	222,305		152,263	11,283		11,728	47,030
12/21/22	653,798	27,7	98	13,343	694,938		475,985	35,270		36,663	147,020
12/23/22	51,908	1,9	58	1,059	54,925		37,620	2,788		2,898	11,620
01/13/23	26,929	8	71	550	28,350		19,418	1,439		1,496	5,998
02/16/23	24,730	5	74	505	25,808		17,677	1,310		1,362	5,460
03/17/23	12,705	1	45	259	13,109		8,979	665		692	2,773
04/11/23	30,729		58	569	31,356		21,477	1,591		1,654	6,634
04/11/23	(2,835) 2		-	-	(2,835)		(1,942)	(144)		(150)	(600)
05/11/23	4,235		-	86	4,322		2,960	219		228	914 <sup>°</sup>
06/16/23	1,404		-	29	1,433		981	73		76	303
06/29/23	14,905	(8	54)	304	14,355		9,832	729		757	3,037
TOTAL	\$ 1,192,167	\$ 46,5	78	\$ 24,330	\$ 1,263,076	\$	865,121	\$ 64,105	\$	66,636	\$ 267,214
% COLLECTE	D				100%		100%	100%		100%	100%
TOTAL OUTS	STANDING				\$ 0	\$	(0)	\$ (0)	\$	(0)	\$ (0)

#### Note:

<sup>1)</sup> The difference of \$2,295 for Collection costs is related to the excess fees received in Nov '21

<sup>2)</sup> The negative amount of (\$2,835) is an adjustment done by Polk County for the 04/11/23 collections.

### **Cash and Investment Report** July 31, 2023

	July 31, 20	23			
		INVESTMENT			
ACCOUNT NAME	BANK NAME	<u>TYPE</u>	MATURITY	YIELD	BALANCE
GENERAL FUND					
Operating Checking Account	SouthState Bank		n/a	0.00%	162,518
Operating Checking Account	SouthState Bank	Deposit in Transit	n/a	0.00%	250,000
Operating Checking Account	Valley Bank		n/a	5.00%	100,647
			Checkir	g Subtotal _	513,164
Money Market Account	Valley Bank		n/a	5.00%	603,935
Money Market Account	BankUnited		n/a	5.03%	314,261
			Money Mark	et Subtotal _	918,196
Operating Account-Fund A	State Board of Administration		n/a	5.39%	5,089
			G	F Subtotal	1,436,449
DEBT SERVICE FUNDS					
2021 SERIES					
Series 2021 Reserve Fund	US Bank	Commercial Paper	n/a	5.15%	13,957
Series 2021 Revenue Fund	US Bank	Commercial Paper	n/a	5.15%	189
			D	S Subtotal	14,146
ENTERPRISE GOLF FUND					
Operating Checking Account	Chase Bank		n/a	0.00%	479,080
Cash on Hand / Petty & Cash Drawer	n/a		n/a	n/a	6,365
Excess Revenue Fund	US Bank	Commercial Paper	n/a	5.15%	1,559
Prepayment Fund (A-1)	US Bank	Commercial Paper	n/a	5.15%	3,919
Reserve Fund (A-2)	US Bank	Commercial Paper	n/a	5.15%	12,275
Revenue Fund	US Bank	Commercial Paper	n/a	5.15%	79,234
			Enterpris	se Subtotal	582,432
				_	

Grand Total \$ 2,033,027

#### **Golden Lakes CDD**

Bank Reconciliation

**Bank Account No.** 5206 SOUTH STATE BANK GF

 Statement No.
 07-23

 Statement Date
 7/31/2023

179,667.00	Statement Balance	162,517.53	G/L Balance (LCY)
0.00	<b>Outstanding Deposits</b>	162,517.53	G/L Balance
		0.00	Positive Adjustments
179,667.00	Subtotal		=
17,149.47	Outstanding Checks	162,517.53	Subtotal
0.00	Differences	0.00	Negative Adjustments
	_		=
162,517.53	Ending Balance	162,517.53	Ending G/L Balance

Difference 0.00

Posting Date	Document Type	Document No.	Description	Amount	Cleared Amount	Difference
Outstandir	ng Checks					
6/30/2023	Payment	13358	POLK COUNTY SHERIFF'S OFFICE	283.00	0.00	283.00
7/21/2023	Payment	13372	PENNONI ASSOCIATES INC.	5,606.20	0.00	5,606.20
7/26/2023	Payment	13373	FLORALAWN, INC.	414.65	0.00	414.65
7/26/2023	Payment	13374	GATE TECH INC.	2,386.02	0.00	2,386.02
7/26/2023	Payment	13375	SECURITAS SECURITY SERVICES USA, IN	8,459.60	0.00	8,459.60
Tota	al Outstanding	Checks		17,149.47		17,149.47

#### **Golden Lakes CDD**

Bank Reconciliation

**Bank Account No.** 0982 Valley National Bank - GF

 Statement No.
 07-23

 Statement Date
 7/31/2023

G/L Balance (LCY) 100,646.67 Statement Balance 100,646.67 G/L Balance 100,646.67 **Outstanding Deposits** 0.00 Positive Adjustments 0.00 100,646.67 Subtotal Subtotal 100,646.67 **Outstanding Checks** 0.00 **Negative Adjustments** 0.00 Differences 0.00

Ending G/L Balance 100,646.67 Ending Balance 100,646.67

Difference 0.00

Posting Document Document Date Type No. Description Amount Cleared Amount Difference

#### **GOLDEN LAKES**

**Community Development District** 

Financial Report

August 31, 2023

Prepared by



#### **Table of Contents**

FINANCIAL STATEMENTS		<u>Page</u>
Balance Sheet - All Funds		1 - 4
Statement of Revenues, Expenditures and Changes	s in Fund Balance	
General Fund		5 - 6
Notes to the Financial Statements		7 - 8
Debt Service Funds		9 - 10
Capital Projects Fund		
Enterprise - Golf Fund		11 - 16
Golf Course Reserve Fund		17
SUPPORTING SCHEDULES		
Non-Ad Valorem Special Assessments Schedule		18
Cash and Investment Report		19
Bank Reconciliation		20 - 21

### **GOLDEN LAKES**

Community Development District

Financial Statements (Unaudited)

August 31, 2023

Balance Sheet August 31, 2023

ACCOUNT DESCRIPTION		ERAL FUND	SERIES 2021 DEB SERVICE FUND		TERPRISE - OLF FUND	GOLF COURSE RESERVE FUND	TOTAL
<u>SSETS</u>							
Cash - Checking Account	\$	584,753	\$	- \$	393,881	\$ -	\$ 978,634
Cash On Hand/Petty Cash		-		-	1,470	-	1,470
Cash Drawer		-		-	2,260	-	2,260
Accounts Receivable		-		-	226,925	-	226,925
Accounts Receivable > 120		1,700		-	-	-	1,700
Allow -Doubtful Accounts		(1,700)		-	(2,103)	-	(3,803)
Due From Other Funds		-		-	-	326,039	326,039
Inventory:							
Food & Beverage		-		-	38,649	-	38,649
Golf Balls		-		-	14,937	-	14,937
Golf Clubs		-		-	28,618	-	28,618
Bags		-		-	4,276	-	4,276
Gloves		-		-	7,966	-	7,966
Hats		-		-	4,614	-	4,614
Shoes\Socks		-		-	8,192	-	8,192
Shirts\Sweater		-		-	11,468	-	11,468
Miscellaneous		-		-	2,608	-	2,608
Soft Drink		-		-	5,145	-	5,145
Beer		-		-	7,032	-	7,032
Wine		-		-	4,578	-	4,578
Liquor		-		-	12,164	-	12,164
Tobacco		-		-	(5)	-	(5)
Investments:							
Money Market Account		771,445		=	-	-	771,445
SBA Account		5,113		-	-	-	5,113
Excess Revenue Account		-		-	1,564	-	1,564

Balance Sheet August 31, 2023

ACCOUNT DESCRIPTION	GENERAL FUND	SERIES 2021 DEBT SERVICE FUND	ENTERPRISE - GOLF FUND	GOLF COURSE RESERVE FUND	TOTAL
Prepayment Fund (A-1)	-	-	3,919	-	3,919
Reserve Fund	-	13,957	-	-	13,957
Reserve Fund (A-2)	=	-	12,275	-	12,275
Revenue Fund	-	241	79,573	-	79,814
Prepaid Items	-	-	92,290	-	92,290
Deposits	-	-	5,140	-	5,140
Fixed Assets					
Buildings	-	-	331,385	-	331,385
Improvements Other Than Buildings (IOTB)	-	-	83,301	-	83,301
Accum Depr - Buildings	-	-	(69,720)	-	(69,720)
Accumulated DepreciationImp. O/T Buildings	-	-	(27,022)	-	(27,022)
Machinery & Equipment	-	-	360,742	-	360,742
Equipment and Furniture	-	-	60,195	-	60,195
Accum Depr - Mach & Equip	-	-	(176,884)	-	(176,884)
Accum Depr - Equip/Furniture	-	-	(19,957)	-	(19,957)
Property Under Capital Leases	-	-	148,236	-	148,236
Accum Depr - Capital Leases	-	-	(77,018)	-	(77,018)
Bond Issuance Cost	-	-	51,772	-	51,772
Other Fixed Assets	-	-	2,500,000	-	2,500,000
TOTAL ASSETS	\$ 1,361,311	\$ 14,198	\$ 4,132,466	\$ 326,039	\$ 5,834,014

#### Balance Sheet August 31, 2023

ACCOUNT DESCRIPTION		RAL FUND	SERIES 2021 DEBT SERVICE FUND	ENTERPRISE GOLF FUND		 TOTAL
LIABILITIES						
Accounts Payable	\$	64,040	\$ -	\$ 41,	183 \$ -	\$ 105,223
Accrued Expenses		8,273	-	;	315 -	8,588
Accrued Interest Payable		-	-	69,8	306 -	69,806
Accrued Payroll		-	-	36,3	395 -	36,395
Accrued Vacation		-	-	3,7	764 -	3,764
Sales Tax Payable		-	-	7,	173 -	7,173
Outing Deposits		-	-	46,2	259 -	46,259
Deferred Revenue-Memberships		-	-	160,1	133 -	160,133
Capital Leases-Current Portion		-	-	22,8	390 -	22,890
Gift Certificates		-	-	59,0	013 -	59,013
Allowance for Unredeemed Gift Cards		-	-	(26,	141) -	(26,141)
Credit Books		-	-	16,7	748 -	16,748
Revenue Bonds Payable-Current		-	-	80,0		80,000
Due To Other Funds		296,474	14,114	15,4	451 -	326,039
Capital Leases-Long-Term		-	-	31,5	530 -	31,530
Revenue Bonds Payable-LT		-	-	3,480,0		3,480,000
TOTAL LIABILITIES		368,787	14,114	4,044,	519 -	4,427,420

#### Balance Sheet August 31, 2023

ACCOUNT DESCRIPTION	GEN	NERAL FUND	-	RIES 2021 DEBT ERVICE FUND	NTERPRISE - GOLF FUND	 COURSE RVE FUND	 TOTAL
FUND BALANCES / NET ASSETS							
Fund Balances							
Restricted for:							
Debt Service		-		84	-	-	84
Assigned to:							
Operating Reserves		199,268		-	-	-	199,268
Reserves-Renewal & Replacement		190,260		-	-	-	190,260
Reserves - Roadways		288,752		-	-	-	288,752
Reserves - Roof		20,025		-	-	-	20,025
Reserves - Sidewalks		25,000		-	-	-	25,000
Reserves - Streetlights		25,000		-	-	-	25,000
Unassigned:		244,219		-	-	-	244,219
Net Assets							
Invested in capital assets,							
net of related debt		-		-	(406,720)	-	(406,720)
Restricted for Debt Service		-		-	25,974	-	25,974
Unrestricted/Unreserved		-		-	468,693	326,039	794,732
TOTAL FUND BALANCES / NET ASSETS	\$	992,524	\$	84	\$ 87,947	\$ 326,039	\$ 1,406,594
TOTAL LIABILITIES & FUND BALANCES / NET ASSETS	\$	1,361,311	\$	14,198	\$ 4,132,466	\$ 326,039	\$ 5,834,014

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

ACCOUNT DESCRIPTION	 ANNUAL ADOPTED BUDGET	Y	EAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	 AUG-23 ACTUAL
REVENUES					
Interest - Investments	\$ 1,200	\$	36,691	3057.58%	\$ 4,651
Interest - Tax Collector	-		2,164	0.00%	-
Special Assmnts- Tax Collector	865,120		865,705	100.07%	-
Special Assmnts- Other	64,105		64,148	100.07%	-
Special Assmnts- Discounts	(37,169)		(34,895)	93.88%	-
Other Miscellaneous Revenues	-		92,485	0.00%	-
TOTAL REVENUES	893,256		1,026,298	114.89%	4,651
EXPENDITURES					
<u>Administration</u>					
P/R-Board of Supervisors	8,000		9,000	112.50%	2,000
FICA Taxes	612		689	112.58%	153
ProfServ-Engineering	60,000		57,014	95.02%	6,568
ProfServ-Legal Services	42,120		38,651	91.76%	8,810
ProfServ-Mgmt Consulting	41,200		37,767	91.67%	3,433
ProfServ-Property Appraiser	9,292		-	0.00%	-
ProfServ-Special Assessment	11,705		11,705	100.00%	-
ProfServ-Web Site Development	3,500		1,706	48.74%	-
Auditing Services	6,750		15,500	229.63%	1,000
Postage and Freight	2,000		1,112	55.60%	687
Insurance - General Liability	11,673		8,180	70.08%	-
Printing and Binding	1,500		10	0.67%	-
Legal Advertising	4,000		1,267	31.68%	-
Miscellaneous Services	300		9	3.00%	-
Misc-Assessment Collection Cost	18,584		17,899	96.31%	-
Office Supplies	500		-	0.00%	-
Annual District Filing Fee	 175		175	100.00%	-
Total Administration	 221,911		200,684	90.43%	22,651
<u>Field</u>					
ProfServ-Field Management	22,866		32,940	144.06%	1,850
Contracts-Security Services	207,400		180,920	87.23%	16,545
Contracts-Landscape	98,072		89,899	91.67%	8,173
Security-Roving Parking Patrol	10,250		1,415	13.80%	-
Communication - Teleph - Field	3,600		3,626	100.72%	520
Utility - Access Gate	10,000		22,026	220.26%	549
Electricity - General	30,000		33,106	110.35%	2,929
Electricity - Streetlights	25,000		15,297	61.19%	493
Utility - Irrigation	800		878	109.75%	66
R&M-Renewal and Replacement	6,000		4,482	74.70%	-

### Community Development District

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

ACCOUNT DESCRIPTION	AD	NNUAL OOPTED UDGET	Y	EAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	 AUG-23 ACTUAL
R&M-Common Area		5,000		41,831	836.62%	_
R&M-Gate		3,500		19,477	556.49%	-
R&M-Irrigation		10,000		6,262	62.62%	_
R&M-Ponds		4,188		5,992	143.08%	149
R&M-Roads & Alleyways		40,000		8,425	21.06%	_
R&M-Stormwater System		4,500		18,397	408.82%	-
R&M-Streetlights		15,000		6,308	42.05%	3,051
R&M-Trees and Trimming		10,000		37,760	377.60%	3,500
R&M-Emergency & Disaster Relief		-		5,010	0.00%	-
R&M-Security Cameras		1,000		6,290	629.00%	-
Misc-Contingency		68,562		49,585	72.32%	45,440
Bottled Water Delivery		550		680	123.64%	58
Op Supplies - Gatehouse		313			0.00%	
Total Field		576,601		590,606	102.43%	 83,323
Reserves						
Loan-Pavement		102,763		-	0.00%	-
Interest Expense		38,810			0.00%	 
Total Reserves		141,573		<del>-</del>	0.00%	 <del>-</del>
TOTAL EXPENDITURES & RESERVES		940,085		791,290	84.17%	105,974
Excess (deficiency) of revenues						
Over (under) expenditures		(46,829)		235,008	-501.84%	 (101,323)
OTHER FINANCING SOURCES (USES)						
Operating Transfers-Out		-		(23,285)	0.00%	-
Contribution to (Use of) Fund Balance		(46,829)		-	0.00%	-
TOTAL FINANCING SOURCES (USES)		(46,829)		(23,285)	49.72%	-
Net change in fund balance	\$	(46,829)	\$	211,723	-452.12%	\$ (101,323)
FUND BALANCE, BEGINNING (OCT 1, 2022)		780,801		780,801		
FUND BALANCE, ENDING	\$	733,972	\$	992,524		

# Notes to the Financial Statements August 31, 2023

General Fund	

#### ► Assets

- Cash and Investments In order to maximize liquidity of cash, the District has two Money Market Accounts and one SBA Account. Currently, transitioning SS Bank checking account to Valley Bank checking account.
- Accounts Receivable > 120 Days Duplicate payment to Vendor.
- Allow Doubtful Accounts Uncollectable portion of vendor refund.

#### ► <u>Liabilities</u>

- Accounts Payable Invoices for current month but not paid in current month.
- Accrued Expenses Security fees.

#### ► Fund Balance

■ Assigned to- These funds are set aside for repair and replacement of assets throughout the community.

Reserves booked as of September 2022 - Board approved on 11/01/22:

Operating Reserves	\$ 199,268	FY23 operating rese	rves budget - Sch. A
Drainage	-		
Renewal & Replacement	190,260	Per FY22 Motion to	assign reserves.
Roadways	288,752	n	TI .
Roof	20,025	"	n .
Sidewalks	25,000	"	п
Streetlights	25,000	"	u .
TOTAL	\$ 748,305	_	

#### Notes to the Financial Statements - General Fund

#### August 31, 2023

#### Financial Overview / Highlights

- ▶ Non-Ad Valorem Special Assessments are 100% collected.
- Other Miscellaneous Revenues Polk County utilities refund, Pennoni refund of duplicate payment & US Bank return of unused 2021 DS funds.
- ▶ Total Expenditures and Reserves are at approximately 84% of adopted budget.

Significant variances are explained below.

#### Variance Analysis

Account Name	dopted Budget	YTD Actual	% of Budget	Explanation
Expenditures			_	
Administrative				
P/R-Board of Supervisors	\$ 8,000	\$ 9,000	113%	Board payroll YTD.
FICA Taxes	\$ 612	\$ 689	113%	Payroll fees YTD.
ProfServ-Engineering	\$ 60,000	\$ 57,014	95%	Year to date fees for annual services.
ProfServ-Special Assessment	\$ 11,705	\$ 11,705	100%	Special Assessment paid in full.
Auditing Services	\$ 6,750	\$ 15,500	230%	Grau & Associates - FY22 not to exceed \$21,000.
Annual District Filing Fee	\$ 175	\$ 175	100%	Filing fees paid in full.
<u>Field</u>				
ProfServ-Field Management	\$ 22,866	\$ 32,940	144%	Inframark W/O #WOGL08312022 - \$12,590
Communication - Teleph - Field	\$ 3,600	\$ 3,626	101%	Telephone fees have increased since prior fiscal year.
Utility - Access Gate	\$ 10,000	\$ 22,026	220%	Utility (water) usage higher than prior year.
Electricity-General	\$ 30,000	\$ 33,106	110%	KWH charges higher than prior year.
Utility - Irrigation	\$ 800	\$ 878	110%	Water consumption higher than prior year.
R&M Common Area	\$ 5,000	\$ 41,831	837%	Replacement of fencing within district & stump grinding fees.
R&M Gate	\$ 3,500	\$ 19,477	556%	Replaced HySecurity arms/gates, BAI barcode readers & new doorking PCB board.
R&M-Ponds	\$ 4,188	\$ 5,992	143%	New Hayward Swim Clear filter plus monthly service.
R&M-Stormwater System	\$ 4,500	\$ 18,397	409%	Stormwater evaluation.
R&M-Trees and Trimming	\$ 10,000	\$ 37,760	378%	Tree removal expenses YTD.
R&M-Emergency & Disaster Relief	\$ -	\$ 5,010	N/A	Hurricane Ian related costs.
R&M-Security Cameras	\$ 1,000	\$ 6,290	629%	Flock Group - two Flock Safety Sparrow license plate readers.
Bottled Water Delivery	\$ 550	\$ 680	124%	Bottled water deliveries YTD.
<u>Reserves</u>				
Loan Pavement	\$ 102,763	\$ 102,763	100%	Paid out of fund 203 - 2021 Debt Service
Reserve - Roads/Sidewalk	\$ 38,810	\$ 38,500	99%	Paid out of fund 203 - 2021 Debt Service

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

ACCOUNT DESCRIPTION	A A IT DESCRIPTION E			YEAR TO DATE ACTUAL		YTD ACTUAL AS A % OF ADOPTED BUD		AUG-23 ACTUAL
REVENUES								
Interest - Investments	\$	-		\$	87	0.00%	\$	51
TOTAL REVENUES		-			87	0.00%		51
EXPENDITURES								
Debt Service								
ProfServ-Trustee Fees		-			4,041	0.00%		-
Loan-Pavement		-			102,763	0.00%		=
Interest Expense		-			38,500	0.00%		-
Total Debt Service		-	_		145,304	0.00%		
TOTAL EXPENDITURES		-			145,304	0.00%		-
Excess (deficiency) of revenues								
Over (under) expenditures		-	_		(145,217)	0.00%		51
OTHER FINANCING SOURCES (USES)								
Interfund Transfer - In		-			23,285	0.00%		-
TOTAL FINANCING SOURCES (USES)		-			23,285	0.00%		-
Net change in fund balance	\$	-	_	\$	(121,932)	0.00%	\$	51
FUND BALANCE, BEGINNING (OCT 1, 2022)		-			122,016			
FUND BALANCE, ENDING	\$	-		\$	84			

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

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET		TED YEAR TO DATE		YTD ACTUAL AS A % OF ADOPTED BUD	AUG-23 ACTUAL		
REVENUES								
Interest - Investments	\$	-	\$	-	0.00%	\$		-
TOTAL REVENUES		-		-	0.00%			-
<u>EXPENDITURES</u>								
<u>Debt Service</u>								
Miscellaneous Expenses		-		54,994	0.00%			-
Total Debt Service		-		54,994	0.00%			_
TOTAL EXPENDITURES		-		54,994	0.00%			-
Excess (deficiency) of revenues								
Over (under) expenditures		-		(54,994)	0.00%			
Net change in fund balance	\$		\$	(54,994)	0.00%	\$		_
FUND BALANCE, BEGINNING (OCT 1, 2022)		-		54,995				
FUND BALANCE, ENDING	\$		\$	1				

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	AUG-23 ACTUAL
OPERATING REVENUES				
Interest - Investments	\$ -	\$ 563	0.00%	\$ 345
Green Fees-GS	445,764	418,225	93.82%	25,482
Green Fees-Outings-GS	51,274	89,158	173.89%	-
Green Fees-Members-GS	1,770	2,695	152.26%	195
PS-Other Income-GS	23,100	-	0.00%	-
Cart Fees-GS	355,951	332,389	93.38%	19,536
Cart Fees-Outings-GS	53,429	71,521	133.86%	540
Cart Fees-Members-GS	242,834	275,383	113.40%	23,059
Range-GS	38,503	37,278	96.82%	2,319
Instruction-Ind-GS-Dflt	<u>-</u>	156	0.00%	-
Instruction-Individual -INST	36,000	30,901	85.84%	2,603
Food Sales-On Course-F&B	8,707	8,704	99.97%	574
Food Sales-Banquets-F&B	243,000	302,389	124.44%	11,111
Food Sales-Clubhouse-F&B	487,820	480,131	98.42%	37,171
Non-Alcoholic-Banquets-F&B	-	234	0.00%	-
Non-Alcoholic-Clubhouse-F&B	22,023	27,511	124.92%	1,835
Alc Sales (Beer)-Banquets-F&B	23,577	16,444	69.75%	377
Alc Sales (Beer)-Clubhouse-F&B	123,732	133,728	108.08%	11,432
Alc Sales (Wine)-Banquets-F&B	14,700	13,771	93.68%	608
Alc Sales (Wine)-Clubhouse-F&B	56,584	57,208	101.10%	5,750
Alc Sales (Liquor)-Banquet-F&B	21,700	30,687	141.41%	1,367
Alc Sales (Liquor)-Clubhouse-F&B	124,051	172,442	139.01%	14,544
Gratuity-Outings-F&B	(2,050)		0.00%	,
Room Charge-Banquets-F&B	90,000	67,060	74.51%	1,629
Service Charge-Banquets-F&B	7,490	14,056	187.66%	(1,077)
Service Charge-Clubhouse-F&B	7,400	14,000	0.00%	(1,077)
Entertainment-Clubhouse-F&B	_	12,977	0.00%	
Food Sales-Outings	62,612	835	1.33%	163
Non-Alcoholic-On Course-F&B	21,313	19,602	91.97%	1,962
Alc Sales (Beer)-On Course-F&B	51,661	56,096	108.58%	2,736
Alc Sales (Liquor)-On Course-F&B	29,962	38,097	127.15%	1,457
Alc Sales (Wine)-On Course-F&B	9,000	30,097	0.00%	1,437
Alc Sales (Wille)-Oil Course-F&B	12,717	2,817	22.15%	221
Room Rentals	12,717	3,708	0.00%	167
	1 248 500			
Membership Dues - monthly Golf Ball Sales	1,248,500 65,877	1,309,131	104.86%	123,243
	•	72,881	110.63%	5,009
Glove Sales	17,858	20,055	112.30%	1,281
Headwear Sales	11,223	12,841	114.42%	737
Ladies' Wear Sales	6,989	10,486	150.04%	599
Men's Wear Sales	31,205	33,685	107.95%	1,495

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	AUG-23 ACTUAL
Shoes Sales	9,255	13,481	145.66%	709
Miscellaneous Sales	<u>-</u>	(8,718)	0.00%	(547)
Club Sales	23,131	30,871	133.46%	2,378
Rental Clubs Sales	7,185	11,728	163.23%	188
Bag Sales	8,385	9,734	116.09%	540
Juniorwear Sales	, -	503	0.00%	_
Outerwear Sales	2,154	1,636	75.95%	-
Other Pro Shop Sales	5,314	53,849	1013.34%	820
Handicap Fee Sales	1,500	940	62.67%	50
Locker Fees	270	-	0.00%	-
Special Assmnts- Tax Collector	267,214	267,394	100.07%	-
Special Assmnts- Discounts	(9,352)	(10,035)	107.30%	-
Other Miscellaneous Revenues	<del>-</del>	44,270	0.00%	6,818
TOTAL OPERATING REVENUES	4,353,932	4,591,499	105.46%	309,426
OPERATING EXPENSES				
Personnel and Administration				
Payroll-Hourly	53,580	41,331	77.14%	7,121
Payroll-Benefits	55,200	66,144	119.83%	8,820
Payroll-Managers	124,992	161,292	129.04%	14,557
Payroll-Processing Fee	25,200	24,777	98.32%	2,360
Payroll - Vacation	· -	114	0.00%	-
Payroll - Bonus	31,248	5,000	16.00%	-
Management Incentive	25,000	- -	0.00%	-
Payroll Taxes	10,104	16,401	162.32%	1,730
401(K) Plan	-	10,878	0.00%	1,111
Legal/Accounting/Professional	747	12,581	1684.20%	-
BCG Management	90,000	82,500	91.67%	7,500
Contracts-Pest Control	3,120	4,030	129.17%	260
IT Support	5,100	5,587	109.55%	420
Travel and Per Diem	600	922	153.67%	29
Training/Staff Development	-	6,674	0.00%	462
Communication - Telephone	4,500	5,098	113.29%	350
Communication - Mobile	1,644	1,875	114.05%	525
Postage	1,500	1,644	109.60%	39
Cell Phone	900	-	0.00%	-
Fed-Ex/Courier	-	188	0.00%	-
Utility - Water & Sewer	12,408	14,108	113.70%	779
Garbage Removal	12,000	14,223	118.53%	1,569
Utility - Electric	42,925	42,708	99.49%	4,095
Lease - Copier	6,304	5,180	82.17%	288

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	AUG-23 ACTUAL
Golf Cart Equip Leases	61,503	56,378	91.67%	5,125
Insurance-P&C	268,404	278,672	103.83%	29,354
Insurance-Workmans Comp	28,800	28,370	98.51%	2,464
R&M-Buildings	58,500	52,947	90.51%	9,897
R&M-Equipment	-	54,496	0.00%	4,675
Equip Maint/Repair-Prevent	3,312	2,554	77.11%	828
Printing and Binding	=	1,489	0.00%	
Help Wanted Ads	600	95	15.83%	
Promotions	18,000	21,113	117.29%	1,515
Graphic Design	3,600	3,906	108.50%	300
Membership Programs	30,000	30,446	101.49%	1,121
Sales Management	3,050	1,104	36.20%	·
Advertising (Electronic)	7,560	8,899	117.71%	934
Advertising (Display)	-	570	0.00%	
Miscellaneous Services	1,500	-	0.00%	
Misc-Employee Meals	7,200	6,604	91.72%	779
Misc-Licenses & Permits	=	925	0.00%	
Misc-Assessment Collection Cost	5,165	5,147	99.65%	
Misc-Credit Card Fees	91,114	110,008	120.74%	1,17
Internet Access	5,040	6,050	120.04%	470
TV/Cable or Dish	8,110	8,130	100.25%	1,577
Employee Testing-Hiring	188	=	0.00%	
Bank Fees	250	221	88.40%	
Use Tax Expense	6,000	2,210	36.83%	
Misc-Security	750	858	114.40%	
Website & Newsletter	6,000	10,329	172.15%	95
MiscPersonal Property Taxes	3,613	6,784	187.77%	
Office Supplies	10,980	3,814	34.74%	75 <sup>-</sup>
Computer Supplies/Equipment	7,200	5,332	74.06%	
Operating Supplies	6,564	12,149	185.09%	729
Op Supplies - Uniforms	300	1,082	360.67%	
Clubhouse Cleaning Service G&A	3,000	2,937	97.90%	
Software	2,700	6,082	225.26%	664
Education / Training	14,420	· -	0.00%	
Chamber / Organization Dues	100	704	704.00%	
Bad Debt Expenses	12,000	9,898	82.48%	
tal Personnel and Administration	1,182,595	1,263,558	106.85%	115,325
nintenance and Landscaping				
Payroll-Hourly	290,340	294,491	101.43%	26,170
Payroll-Managers	87,504	80,426	91.91%	7,665
Payroll - Vacation	· _	2,730	0.00%	

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	AUG-23 ACTUAL
Daviell Basica	4.550	2.700	50.249/	
Payroll - Bonus	4,550	2,700	59.34% 94.12%	2,542
Payroll Taxes	30,440	28,651		•
Outside Services	51,152	30,863	60.34%	3,100
Training/Staff Development	500	-	0.00%	<del>-</del>
Oil/Lube Aerification	1,600 22,500	2 200	0.00% 14.22%	<del>-</del>
Gas Diesel	•	3,200		2 274
	37,587	27,203	72.37%	3,274
Communication - Mobile	900	-	0.00%	-
Utility - Irrigation	5,307		0.00%	-
Utility - Water & Sewer	1,871	2,593	138.59%	187
Utility - Electric	19,762	15,512	78.49%	1,330
Golf Cart Equip Leases	56,104	-	0.00%	-
R&M-Irrigation	22,000	11,348	51.58%	3,460
Equip Maint/Repair-Prevent	36,000	41,663	115.73%	5,012
Sod/Sprigs	2,500	1,778	71.12%	-
Safety Equipment	400	-	0.00%	-
Cleaning Supplies	1,108	527	47.56%	-
Supplies-Landscape	500	1,400	280.00%	-
Supplies-Course	5,721	11,061	193.34%	-
Pre-Emergents	36,000	36,263	100.73%	-
Sand-Top Dressing greens/tees	12,500	4,615	36.92%	-
Op Supplies - Uniforms	1,550	1,549	99.94%	-
Chemicals-Fungicides	5,500	5,823	105.87%	-
Chemicals-Herbicides	7,500	13,111	174.81%	117
Chemicals-Insecticides	8,000	7,562	94.53%	-
Chemicals-Growth Regulators	6,000	7,435	123.92%	5,718
Chemicals-Wetting Agents	4,000	-	0.00%	-
Fertilizers-Fairways / Roughs	21,000	8,617	41.03%	588
Fertilizers-Greens	28,000	34,053	121.62%	6,368
Small Equipment/Hand Tools	2,000		0.00%	-
Total Maintenance and Landscaping	810,396	675,174	83.31%	65,531
Pro Shop				
COS - Golf Balls	44,138	41,794	94.69%	3,453
COS - Gloves	10,536	12,835	121.82%	920
COS - Headwear	5,612	7,837	139.65%	334
COS - Ladies' Wear	4,893	-	0.00%	-
COS - Men's Wear	20,908	28,491	136.27%	1,124
COS - Shoes	5,738	9,133	159.17%	1,091
COS - Miscellaneous		1,803	0.00%	1,339
COS - Clubs	19,662	25,013	127.21%	1,690
COS - Outerwear	1,507	106	7.03%	-

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	AUG-23 ACTUAL
COS - Bags	5,283	6,639	125.67%	370
COS - Bags COS - Beverage - Beer/Wine	134,810	147,318	109.28%	12,107
	•	•		•
COS - Beverage - Non Alch	25,005	26,605	106.40%	2,410
COS - Food Sales	344,919	326,558	94.68%	30,692
COS Inventory Congret	2 240	(1,066)	0.00%	(43)
COS-Inventory General	3,348		0.00%	- - -
Total Pro Shop	626,359	633,066	101.07%	55,487
Golf Operations				
Payroll-Salaries	89,244	82,256	92.17%	7,878
Payroll-Hourly	221,652	242,757	109.52%	21,801
Payroll-Commission	36,000	39,445	109.57%	2,825
Payroll-Janitor	<u>-</u>	274	0.00%	-
Payroll Taxes	31,731	30,139	94.98%	2,511
Postage	600	-	0.00%	-
Cell Phone	1,800	750	41.67%	150
R&M-Golf Cart	3,600	7,842	217.83%	1,118
Equip Maint/Repair-Fix	1,200	1,587	132.25%	-
Misc-Employee Meals	1,536	771	50.20%	101
Misc-Handicap Fees	6,200	6,478	104.48%	-
Tournaments and Events	22,000	50,936	231.53%	580
Supplies-Scorecards and Pencil	250	262	104.80%	-
Supplies-Shop	<u>-</u>	214	0.00%	_
Operating Supplies	<u>-</u>	748	0.00%	_
Op Supplies - Uniforms	4,300	2,266	52.70%	_
Driving Range Supplies	8,500	9,878	116.21%	_
Chamber / Organization Dues	1,575	1,641	104.19%	_
Total Golf Operations	430,188	478,244	111.17%	36,964
Ausorities				
Amenities Outside Services	10,320	11,618	112.58%	2,059
Utility - Water & Sewer	4,280	3,506	81.92%	588
R&M-Buildings Misc-Licenses & Permits	2,400	286	11.92%	-
Total Amenities	280	280	100.00%	2 6 4 7
Total Amenities	17,280	15,690	90.80%	2,647
Food and Beverages				
Payroll-Hourly	344,778	382,346	110.90%	32,023
Payroll-Managers	232,728	181,545	78.01%	16,559
Payroll - Vacation	-	1,306	0.00%	=
Payroll Taxes	74,728	67,540	90.38%	5,293

ACCOUNT DESCRIPTION	Δ	ANNUAL ADOPTED BUDGET	YE	AR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	AUG-23 ACTUAL
Grease Removal		1,700		475	27.94%	-
Training/Staff Development		240		875	364.58%	-
Communication - Mobile		1,500		1,200	80.00%	275
Utility - Water & Sewer		2,628		3,119	118.68%	341
Propane /Natural Gas		48,998		31,358	64.00%	3,135
Equipment Rental		-		2,338	0.00%	520
Equip Maint/Repair-Fix		12,360		29,924	242.10%	447
Equip Maint/Repair-Prevent		1,400		2,788	199.14%	896
Miscellaneous Services		-		938	0.00%	-
Misc-Licenses & Permits		1,920		1,920	100.00%	-
Decorations		4,250		3,543	83.36%	-
Glassware/China/Silver		4,800		3,988	83.08%	39
Cleaning Supplies		3,468		3,546	102.25%	493
Supplies-Paper and Plastic		22,800		21,442	94.04%	3,020
Supplies-Banquet		4,486		3,483	77.64%	391
Supplies-Bar		-		227	0.00%	-
Supplies-Kitchen		12,624		8,330	65.99%	1,238
Operating Supplies		-		1,739	0.00%	42
Op Supplies - Uniforms		3,000		4,758	158.60%	 
Total Food and Beverages		822,148		815,124	99.15%	70,684
Debt Service						
ProfServ-Trustee Fees		7,004		7,004	100.00%	-
Principal Debt Retirement A-1		80,000		80,000	100.00%	-
Principal Debt Retirement A-2		5,000		5,000	100.00%	-
Interest Expense Series A-1		136,653		136,653	100.00%	-
Interest Expense Series A-2		16,250		16,250	100.00%	-
Total Debt Service		244,907		244,907	100.00%	
<u>Reserves</u>						
Improvements - Building		183,000		326,905	178.64%	45,440
Total Reserves		183,000		326,905	178.64%	 45,440
TOTAL OPERATING EXPENSES & RESERVES		4,316,873		4,452,668	103.15%	392,078
TOTAL OF ENATING EXPENSES & RESERVES		4,310,073		4,432,000	103.13 /6	392,076
Operating income (loss)		37,059		138,831	374.62%	 (82,652)
Change in net assets	\$	37,059	\$	138,831	374.62%	\$ (82,652)
TOTAL NET ASSETS, BEGINNING (OCT 1, 2022)		(50,884)		(50,884)		
TOTAL NET ASSETS, ENDING	\$	(13,825)	\$	87,947		

ACCOUNT DESCRIPTION	Α	ANNUAL DOPTED BUDGET	YE	AR TO DATE	YTD ACTUAL AS A % OF ADOPTED BUD	 AUG-23 ACTUAL
OPERATING REVENUES						
Interest - Investments	\$	_	\$	-	0.00%	\$ _
Special Assmnts- Tax Collector		66,636		66,682	100.07%	-
Special Assmnts- Discounts		(2,665)		(2,502)	93.88%	-
TOTAL OPERATING REVENUES		63,971		64,180	100.33%	-
OPERATING EXPENSES						
Personnel and Administration						
ProfServ-Property Appraiser		666		-	0.00%	-
Misc-Assessment Collection Cost		1,333		1,284	96.32%	-
Total Personnel and Administration		1,999		1,284	64.23%	-
Golf Course						
R&M-Golf Course		61,972		-	0.00%	-
Total Golf Course		61,972			0.00%	
TOTAL OPERATING EXPENSES		63,971		1,284	2.01%	-
Operating income (loss)				62,896	0.00%	 -
Change in net assets	\$	<u>-</u>	\$	62,896	0.00%	\$ -
TOTAL NET ASSETS, BEGINNING (OCT 1, 2022)		263,143		263,143		
TOTAL NET ASSETS, ENDING	\$	263,143	\$	326,039		

#### **GOLDEN LAKES**

Community Development District

**Supporting Schedules** 

August 31, 2023

# Non Ad Valorem Special Assessments - Imperial Polk County Tax Collector (Monthly Collection Distributions) For the Fiscal Year Ending September 30, 2023

										ALLOCATIO	N E	BY FUND		
		Di	scount /			Gross	G	eneral Fund	Ge	neral Fund	G	olf Course	En	terprise Golf
Date	Net Amount	(Pe	enalties)	Co	ollection	Amount	0	perations &		Capital		Reserve		Fund
Received	Received	Α	mount		Costs	Received	N	laintenance	lm	provement		Fund	20	017 A1 & A2
						<b>*</b> 4 000 0 <b>7.</b>	_	225 422	_	04.40=	_		_	007.044
	Levied FY 2023					\$ 1,263,075	\$	, -	\$	64,105	\$	66,636	\$	267,214
Allocation %						100%		68%		5%		5%		21%
11/10/22	\$ 12,979	\$	694	\$	265	13,938	\$	9,546	\$	707	\$	735	\$	2,949
11/16/22	18,771		798		383	19,952		13,666		1,013		1,053		4,221
11/21/22	66,289		2,818		1,353	70,460		48,260		3,576		3,717		14,906
11/25/22	66,478		2,826		1,357	70,661		48,398		3,586		3,728		14,949
12/12/22	209,144		8,892		4,268	222,305		152,263		11,283		11,728		47,030
12/21/22	653,798		27,798		13,343	694,938		475,985		35,270		36,663		147,020
12/23/22	51,908		1,958		1,059	54,925		37,620		2,788		2,898		11,620
01/13/23	26,929		871		550	28,350		19,418		1,439		1,496		5,998
02/16/23	24,730		574		505	25,808		17,677		1,310		1,362		5,460
03/17/23	12,705		145		259	13,109		8,979		665		692		2,773
04/11/23	30,729		58		569	31,356		21,477		1,591		1,654		6,634
04/11/23	(2,835) 2		-		-	(2,835)		(1,942)		(144)		(150)		(600)
05/11/23	4,235		-		86	4,322		2,960		219		228		914
06/16/23	1,404		-		29	1,433		981		73		76		303
06/29/23	14,905		(854)		304	14,355		9,832		729		757		3,037
TOTAL	\$ 1,192,167	\$	46,578	\$	24,330	\$ 1,263,076	\$	865,121	\$	64,105	\$	66,636	\$	267,214
% COLLECTE	:D					100%		100%		100%		100%		100%
TOTAL OUTS	STANDING					\$ 0	\$	(0)	\$	(0)	\$	(0)	\$	(0)

#### Note:

<sup>1)</sup> The difference of \$2,295 for Collection costs is related to the excess fees received in Nov '21

<sup>2)</sup> The negative amount of (\$2,835) is an adjustment done by Polk County for the 04/11/23 collections.

# Cash and Investment Report August 31, 2023

INVESTME	Ν	T
----------	---	---

		INVESTMENT			
ACCOUNT NAME	BANK NAME	<u>TYPE</u>	MATURITY	YIELD	<b>BALANCE</b>
GENERAL FUND					
Operating Checking Account	SouthState Bank		n/a	0.00%	356,120
Operating Checking Account	Valley Bank		n/a	5.25%	228,632
			Check	ng Subtotal	584,753
Money Market Account	Valley Bank		n/a	5.25%	455,729
Money Market Account	BankUnited		n/a	5.12%	315,716
			Money Mar	ket Subtotal	771,445
				_	_
Operating Account-Fund A	State Board of Administration		n/a	5.58%	5,113
				GF Subtotal	1,361,311
DEBT SERVICE FUNDS					
2021 SERIES					
Series 2021 Reserve Fund	US Bank	Commercial Paper	n/a	5.15%	13,957
Series 2021 Revenue Fund	US Bank	Commercial Paper	n/a	5.15%	241
				DS Subtotal	14,198
ENTERPRISE GOLF FUND					
Operating Checking Account	Chase Bank		n/a	0.00%	393,881
Cash on Hand / Petty & Cash Drawer	n/a		n/a	n/a	3,730
Excess Revenue Fund	US Bank	Commercial Paper	n/a	5.15%	1,565
Prepayment Fund (A-1)	US Bank	Commercial Paper	n/a	5.15%	3,919
Reserve Fund (A-2)	US Bank	Commercial Paper	n/a	5.15%	12,275
Revenue Fund	US Bank	Commercial Paper	n/a	5.15%	79,573
			Enterpr	ise Subtotal	494,942
			(	- Grand Total	\$ 1,870,451

#### **Golden Lakes CDD**

Bank Reconciliation

Bank Account No. 5206 SOUTH STATE BANK GF

 Statement No.
 08-23

 Statement Date
 8/31/2023

G/L Balance (LCY) 356,120.43 Statement Balance 356,120.43 G/L Balance 356,120.43 **Outstanding Deposits** 0.00 Positive Adjustments 0.00 356,120.43 Subtotal Subtotal 356,120.43 **Outstanding Checks** 0.00 **Negative Adjustments** 0.00 Differences 0.00 Ending G/L Balance 356,120.43 **Ending Balance** 356,120.43

Difference 0.00

Posting Document Document Date Type No. Description Cleared Amount Difference

#### **Golden Lakes CDD**

Bank Reconciliation

**Bank Account No.** 0982 Valley National Bank - GF

 Statement No.
 08-23A

 Statement Date
 8/31/2023

245,621.06	Statement Balance	228,632.45	G/L Balance (LCY)
0.00	Outstanding Deposits	228,632.45	G/L Balance
	-	0.00	Positive Adjustments
245,621.06	Subtotal		
16,988.61	Outstanding Checks	228,632.45	Subtotal
0.00	Differences	0.00	Negative Adjustments
	-		
228,632.45	Ending Balance	228,632.45	Ending G/L Balance

Difference 0.00

Posting Date	Document Type	Document No.	Description	Amount	Cleared Amount	Difference
Outstandir	ng Checks					
8/30/2023	Payment	DD111	FRONTIER FLORIDA, LLC	228.06	0.00	228.06
8/31/2023	Payment	15003	INFRAMARK, LLC	4,120.79	0.00	4,120.79
8/31/2023	Payment	15005	SECURITAS SECURITY SERVICES USA,	12,639.76	0.00	12,639.76
Total	Outstanding	Checks	16,988.61		16,988.61	

#### Payment Register by Fund For the Period from 08/01/23 to 08/31/23 (Sorted by Check / ACH No.)

Fund No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
GENE	RAL FU	IND - 001					
<b>CHECK</b> 001		FLORALAWN, INC.	19884	AUG 2023 LANDSCAPE MAINT	Contracts-Landscape	534050-53901	\$8,172.67
<b>CHECK</b> 001		JAVIER KIAZ	1043	STUMP GRINDING/CLEAN UP	R&M-Common Area	546016-53901	\$15,000.00
<b>CHECK</b> 001		JOE G. TEDDER, TAX COLLECTOR	010223	MAILING OF 2022 TAX NOTICES - POLK COUNTY	Postage and Freight	541006-51301	\$187.15
CHECK 001		RADARSIGN	SO1716	TC-600 SOLAR 13: LED DISPLAY SIGN "TOO FAST"	Misc-Contingency	549900-53901	\$4,145.00
001 001	08/08/23	CLARK & ALBAUGH,LLP CLARK & ALBAUGH,LLP	18433 18434	GEN MATTERS THRU JULY 2023 GEN COUNSEL JUL'23 - POLK COUNTY SPILL	ProfServ-Legal Services ProfServ-Legal Services	531023-51401 531023-51401 Check Total	\$2,340.00 \$3,319.50 \$5,659.50
001 001	08/08/23	INFRAMARK, LLC INFRAMARK, LLC	98403 98403	JULY 2023 MGMT FEES JULY 2023 MGMT FEES	Postage and Freight ProfServ-Mgmt Consulting Serv	541006-51301 531027-51201 Check Total	\$12.00 \$3,433.33 \$3,445.33
CHECK 001		LOFLAND SHARPE, LLC	15412	JULY 2023 FOUNTAIN SVCS	R&M-Ponds	546073-53901	\$210.00
CHECK 001		AQUATIC WEED	86313	AUGUST 2023 WATERWAY SVC	R&M-Ponds	546073-53901	\$149.00
<b>CHECK</b> 001		PENNONI ASSOCIATES INC.	1183363	HURRICAN IAN RESPONSE/PROF SERVICES	ProfServ-Engineering	531013-51501	\$6,568.12
001 001 001 001	08/16/23 08/16/23	SECURITAS SECURITY SERVICES USA, INC. SECURITAS SECURITY SERVICES USA, INC. SECURITAS SECURITY SERVICES USA, INC.	11327150	BILL PRD 6/9-6/15/23 SEC SVCWS 6/16-6/22/23 SEC SVCWS 6/16-6/22/23	Contracts-Security Services Contracts-Security Services Security-Roving Parking Patrol	534037-53901 534037-53901 534055-53901 <i>Check Total</i>	\$3,949.48 \$3,015.08 \$1,121.28 \$8,085.84
<b>CHECK</b> 001		VOIDED CHECK	VOID	TO CHANGE BANK ACCOUNTS	Miscellaneous Services	549001-51301	\$0.01
001 001 001 001	08/31/23 08/31/23 08/31/23	INFRAMARK, LLC INFRAMARK, LLC INFRAMARK, LLC	99895 99895 99895	AUG 2023 MGMT FEES AUG 2023 MGMT FEES AUG 2023 MGMT FEES	Postage and Freight ProfServ-Mgmt Consulting Serv MAIL NOTICES	541006-51301 531027-51201 541006-51301 Check Total	\$6.93 \$3,433.33 \$680.53 \$4,120.79
001 001 001 001	08/31/23 08/31/23	SECURITAS SECURITY SERVICES USA, INC. SECURITAS SECURITY SERVICES USA, INC. SECURITAS SECURITY SERVICES USA, INC.	11334008	SEC SVCS 6/30-7/6/23 SEC SVCS 6/23-6/29/23 SEC SVCS 8/11-8/17/23	Contracts-Security Services Contracts-Security Services Contracts-Security Services	534037-53901 534037-53901 534037-53901 Check Total	\$4,390.40 \$4,113.00 \$4,136.36 \$12,639.76

#### Payment Register by Fund For the Period from 08/01/23 to 08/31/23 (Sorted by Check / ACH No.)

Fund No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
001 001		TAMPA ELECTRIC TAMPA ELECTRIC	071123 ACH 071123 ACH	BILL PRD 6/6-7/5/23 BILL PRD 6/6-7/5/23	Electricity - General Electricity - Streetlighting	543006-53901 543013-53901 Check Total	\$2,190.75 \$182.91 \$2,373.66
<b>CHECK</b> 001	# DD103 08/07/23	FRONTIER FLORIDA LLC	071323-1525 ACH	BILL PRD FROM 07/13/23-08/12/23	Communication - Teleph - Field	541005-53901	\$60.38
CHECK 001	# <b>DD109</b> 08/15/23	FRONTIER FLORIDA LLC	072223-11965 ACH	BILL PRD 07/22/23-08/21/23	Communication - Teleph - Field	541005-53901	\$228.06
CHECK 001	# <b>DD110</b> 08/15/23	READY REFRESH	13H0008167660	WATER DELIVERY 07/07-08/06	Bottled Water Delivery	551007-53901	\$75.84
CHECK 001	# <b>DD111</b> 08/30/23	FRONTIER FLORIDA LLC	072223-9702	SEC SVCS 7/22/23-08/21/23	Communication - Teleph - Field	541005-53901	\$228.06
001 001		POLK COUNTY UTILITIES DIVISION POLK COUNTY UTILITIES DIVISION	080923 ACH 080923 ACH	BILL PRD 6/27-7/27/23 BILL PRD 6/27-7/27/23	Utility - Access Gate Utility - Irrigation	543002-53901 543014-53901 Check Total	\$90.82 \$66.26 \$157.08
<b>CHECK</b> 001	<b># DD113</b> 08/30/23	READY REFRESH	23H0008167660	WATER DELIVERY 07/17 - 08/16/23	Bottled Water Delivery	551007-53901	\$57.95
001 001		TAMPA ELECTRIC TAMPA ELECTRIC	080923 ACH 080923 ACH	BILL PRD 7/6-8/3/23 BILL PRD 7/6-8/3/23	Electricity - General Electricity - Streetlighting	543006-53901 543013-53901 Check Total	\$2,190.75 \$183.39 \$2,374.14
001 001 001 001	08/30/23	LAKELAND ELECTRIC LAKELAND ELECTRIC LAKELAND ELECTRIC	08042023 ACH 08042023 ACH 08042023 ACH	SERVICE 07/05 - 08/06/23 SERVICE 07/05 - 08/06/23 SERVICE 07/05 - 08/06/23	Utility - Access Gate Electricity - Streetlighting Electricity - General	543002-53901 543013-53901 543006-53901 Check Total	\$458.38 \$309.69 \$738.63 \$1,506.70
CHECK 001	# DD620 08/28/23	LAKELAND ELECTRIC	080323 ACH	STREETLIGHTING	Electricity - Streetlighting	543013-53901	\$977.58
001 001 001 001 001	08/03/23 08/03/23	LAKELAND ELECTRIC LAKELAND ELECTRIC LAKELAND ELECTRIC LAKELAND ELECTRIC	070523 ACH 070523 ACH 070523 ACH 070523 ACH	BILL PRD 6/4-74/23 BILL PRD 6/4-74/23 BILL PRD 6/4-74/23 TO CORRECT ACH	Electricity - General Utility - Access Gate Electricity - Streetlighting Electricity - Streetlights	543006-53901 543002-53901 543013-53901 543013-53901 <i>Check Total</i>	\$738.63 \$443.94 \$1,291.72 (\$977.58) \$1,496.71
001		PAUL R. WEAVER	PAYROLL	August 08, 2023 Payroll Posting			\$184.70
001		LITHEA L. BECK	PAYROLL	August 08, 2023 Payroll Posting			\$184.70
001		MATTHEW J. MCDONALD	PAYROLL	August 08, 2023 Payroll Posting			\$184.70
001	# <b>DD614</b> 08/08/23	SAMUEL J. MORRONE	PAYROLL	August 08, 2023 Payroll Posting			\$184.70

#### **GOLDEN LAKES**

Community Development District

#### Payment Register by Fund For the Period from 08/01/23 to 08/31/23 (Sorted by Check / ACH No.)

Fund No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
CHECK	# DD615						
001	08/08/23	SHAUN YORK	PAYROLL	August 08, 2023 Payroll Posting			\$184.70
CHECK	# 15002						
001	08/14/23	PAUL R. WEAVER	PAYROLL	August 14, 2023 Payroll Posting			\$184.70
CHECK	# DD104						
001	08/14/23	LITHEA L. BECK	PAYROLL	August 14, 2023 Payroll Posting			\$184.70
CHECK	# DD105						
001	08/14/23	MATTHEW J. MCDONALD	PAYROLL	August 14, 2023 Payroll Posting			\$184.70
CHECK	# DD106						
001	08/14/23	SAMUEL J. MORRONE	PAYROLL	August 14, 2023 Payroll Posting			\$184.70
CHECK	# DD107						
001	08/14/23	SHAUN YORK	PAYROLL	August 14, 2023 Payroll Posting			\$184.70
						Fund Total	\$79,766.33

Total Checks Paid	\$79,766.33