Agenda

August 12, 2020

AGENDA

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

August 5, 2020

Board of Supervisors VillaMar Community Development District

Dear Board Members:

The regular meeting of the Board of Supervisors of **VillaMar Community Development District** will be held **Wednesday**, **August 12**, **2020 at 3:15 PM via Zoom Teleconference**.

Zoom Video Link: https://zoom.us/j/92948297965

Zoom Call-In Information: 1-312-626-6799 or 1-646-876-9923 Meeting ID: 929 4829 7965

Following is the advance agenda for the meeting:

Board of Supervisors Meeting

- 1. Roll Call
- Public Comment Period (¹Speakers will fill out a card and submit it to the District Manager prior to the beginning of the meeting)
- 3. Approval of Minutes of the June 10, 2020 Board of Supervisor's Meeting
- 4. Public Hearings
 - A. Public Hearing on the Adoption of the Fiscal Year 2021 Budget

¹ Comments will be limited to three (3) minutes

- Consideration of Resolution 2020-07 Adoption of the District's Fiscal Year 2021 Budget and Appropriating Funds
- B. Public Hearing on the Imposition of Operations and Maintenance Special Assessments
 - i. Consideration of Resolution 2020-08 Imposing Special Assessments and Certifying an Assesment Roll
- 5. Consideration of Assignment of Amenity Center Contract
- 6. Consideration of Resolution 2020-09 Designation of Regular Monthly Meeting Date, Time, and Location for Fiscal Year 2021
- 7. Ratification of Addendum to Landscaping Contract with Prince & Sons, Inc.
- Consideration of Notice of Phase 3 RFP for Construction Services and Approval of Evaluation Criteria – ADDED
- 9. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. Field Manager's Report
 - D. District Manager's Report
 - i. Approval of Check Register
 - ii. Balance Sheet and Income Statement
 - iii. Ratification of Summary of Series 2019 Requisitions #110 to #118;#120 to #125; and #127 to #132
 - iv. Ratification of QGS CO #36
- 10. Other Business
- 11. Supervisors Requests and Audience Comments
- 12. Adjournment

The second order of business is the Public Comment Period where the public has an opportunity to be heard on propositions coming before the Board as reflected on the agenda, and any other items. Speakers must fill out a Request to Speak form and submit it to the District Manager prior to the beginning of the meeting.

The third order of business is the approval of the minutes of the June 10, 2020 Board of Supervisor's meeting. A copy of the minutes are enclosed for your review.

The fourth order of business opens the Public Hearings. Section A is the Public Hearing on the Adoption of the Fiscal Year 2021 Budget. Sub-Section 1 is the Consideration of Resolution 2020-07 Adoption of the District's Fiscal Year 2021 Budget and Appropriating Funds. A copy of the resolution is enclosed for your review. Section B is the Public Hearing on the Imposition of Operations and Maintenance Special Assessments. Sub-Section 1 is the Consideration of Resolution 2020-08 Imposing Special Assessments and Certifying an Assessment Roll. A copy of the resolution is enclosed for your review

The fifth order of business is the Consideration of Assignment of Amenity Center Contract. A copy of the contract is enclosed for your review.

The sixth order of business is the Consideration of Resolution 2020-09 Designation of Regular Monthly Meeting Date, Time, and Location for Fiscal Year 2021. A copy of the resolution is included for your review.

The seventh order of business is the Ratification of Addendum to Landscaping Agreement with Prince & Sons, Inc. A copy of the addendum is enclosed for your review.

The eighth order of business is the Consideration of Notice of Phase 3 RFP for Construction Services and Approval of Evaluation Criteria. A copy of the RFP is enclosed for your review.

The ninth order of business is Staff Reports. Section C is the Field Manager's Report. Section D is the District Manager's Report. Sub-Section 1 includes the Approval of the Check Register and Sub-Section 2 includes the Balance Sheet and Income Statement for your review. Sub-Section 3 includes a Summary of Series 2019 Requisitions #110 through #118; #120 through #125; and #127 through #132 for your review and ratification. Sub-Section 4 includes QGS CO #36 for your review and ratification.

The balance of the agenda will be discussed at the meeting. In the meantime, if you should have any questions, please do not hesitate to contact me.

Sincerely,

Jill Burns District Manager

CC: Roy Van Wyk, District Counsel

Enclosures

MINUTES

MINUTES OF MEETING VILLAMAR COMMUNITY DEVELOPMENT DISTRICT

The Regular Meeting of the Board of Supervisors of the VillaMar Community Development District was held on Wednesday, **June 10, 2020** at 3:15 p.m. via Zoom Teleconference.

Present and constituting a quorum were:

Rennie Heath Lauren Schwenk Joel Adams Brian Walsh Chairman Vice Chairman Assistant Secretary Assistant Secretary

Also, present were:

Jill Burns Roy Van Wyk Michelle Rigoni April Payeur District Manager, GMS Hopping Green & Sams Hopping Green & Sams Developer's Office

The following is a summary of the discussions and actions taken at the June 10, 2020 VillaMar Community Development District's Regular Board of Supervisor's Meeting.

FIRST ORDER OF BUSINESS Roll Call

Ms. Burns called the meeting to order and noted that a quorum was established with four Supervisors present. The meeting was held via Zoom call. Mr. Heath joined after roll call.

SECOND ORDER OF BUSINESS Public Comment Period

Ms. Burns stated there were no members of the public present via Zoom.

THIRD ORDER OF BUSINESS

Approval of Minutes of the May 13, 2020 Board of Supervisor's Meeting

Ms. Burns presented the May 13, 2020 meeting minutes and asked for any comments, changes, or corrections. The board had no changes.

VillaMar CDD

On MOTION by Mr. Heath, seconded by Mr. Rhinehart, with all in favor, the Minutes of the May 13, 2020 Board of Supervisors Meeting, were approved.

FOURTH ORDER OF BUSINESS

Consideration of Resolution 2020-06 Setting the Public Hearing and Approving the Proposed Fiscal Year 2021 Budget (Suggested Date August 12, 2020)

Ms. Burns noted that the budget was in the package. There are field expenses budgeted as the landscaping was taken over in Phase 1, so it is factored for a full year. There were limited amount of field expenses related to the amenity based on development schedules. The total amount of the budget is \$313,397. At the bottom of the budget it shows there are 642 units totaling \$519.32 per unit.

Ms. Burns clarified that right now they do not have a differing O&M rate for unplatted versus platted lots. The budget shows the same allocation for all 642 lots.

Ms. Burns stated based on the current budget, if they did a lower ERU for the platted versus the unplatted, it would be \$705.46 for platted lots, and \$317.46 for the unplatted lots. Ms. Schwenk stated that made more sense to do. Ms. Burns noted platted lots would be paying \$221,000, and the unplatted would be around \$91,000.

Mr. Adams stated that for the first year it should stay under \$650, even after the markups. He noted that it was a heavy budget, but it was just a proposed budget and they could do a deep dive and discuss it at the actual assessment hearing. Ms. Burns stated if there wasn't a difference in platted versus unplatted it would be \$519 per unit.

Mr. Adams asked how many platted lots were being proposed in this fiscal year. Ms. Burns replied that there were 334 currently platted, and 308 that are planned unplatted.

The Board discussed when the Amenity Center would come online. Mr. Adams noted he had not yet broken ground, so it would be at least March of 2021.

Mr. Adams asked Ms. Burns for the number that she calculated at the standard spread. Ms. Burns stated it was \$705.46 gross and the net assessment is \$663. Mr. Adams asked if that is what would be seen on roll and Ms. Burns agreed that it would. Mr. Adams noted that he checked the records and that number is in line with what they quoted, so they could do that. Ms. Burns clarified that unplatted land would be \$91,000 total for the year. After Board discussed, they came to a unanimous decision to approve the proposed budget subject to the differential for the ERU's for platted versus unplatted lots.

Ms. Burns suggested holding the public hearing at the August 12th meeting at 3:15 p.m.

On MOTION by Mr. Heath, seconded by Ms. Schwenk, with all in favor, Resolution 2020-06 Setting the Public Hearing for August 12th at 3:15 p.m. at the Cassidy Offices or via Zoom if necessary, and Approving the Proposed Fiscal Year 2021 Budget as Amended, was approved.

FIFTH ORDER OF BUSINESS

Consideration of Land Conveyances (Additional Common Area Tracts in Assessment Area 1)

Ms. Burns stated that there were some deeds and parcels for Phase 2. Mr. Van Wyk stated this is for Tracts A-K of VillaMar Phase 2, which are common area tracts. The Board was asked to accept this subject to final review.

Mr. Van Wyk noted they were currently waiting on some release documents and some clarifications on the exclusions to the title, as there were some items that needed clearing up. Mr. Van Wyk also noted they are ready for transfer, so they would like to Board to authorize them to move forward with the acquisitions subject to final review.

On MOTION by Ms. Schwenk, seconded by Mr. Heath, with all in favor, the Land Conveyances for Additional Common Area Tracts in Assessment Area 1 Subject to Final Review, were approved.

SIXTH ORDER OF BUSINESS

Staff Reports

A. Attorney

Mr. Van Wyk stated he felt like we were going to see the end to the Zoom meetings at the end of the June. The Governor's Executive Order has limited them to the 30th. Starting in July they should be able to meet again. He noted that they will still have to follow guidelines for social distancing, but the Board and staff should be able to meet in person.

B. Engineer

There being none, the next item followed.

C. District Manager's Report

i. Balance Sheet and Income Statement

Ms. Burns presented the financials to the board. No action was required to be taken.

ii. Ratification of Summary of Series 2019 Requisitions #95 through #109

Ms. Burns noted that Requisitions #95 through #109 have already been approved and needed to be ratified by the Board.

On MOTION by Mr. Heath, seconded by Ms. Schwenk, with all in favor, Series 2019 Requisitions #95 through #109, were ratified.

iii. Ratification of Funding Request 2019-3

Ms. Burns noted these were change orders that had previously been approved and needed to be ratified by the Board.

On MOTION by Mr. Adams, seconded by Ms. Schwenk, with all in favor, Funding Request 2019-3, was ratified.

SEVENTH ORDER OF BUSINESS Other Business

Ms. Schwenk asked if they needed to go ahead and allow for maintenance of the grass on site. Ms. Burns replied it was under contract and they should be starting that week and they will be on a weekly schedule after that.

Ms. Burns noted she had sent Ms. Schwenk an email about if she wanted to start adding in field services so that they have Clayton on site overseeing them and making sure it's actually mowed. Ms. Schwenk stated that they do need to do that.

EIGHTH ORDER OF BUSINESS Supervisors Requests and Audience Comments

There being the none, the next item followed.

NINTH ORDER OF BUSINESS

Adjournment

On MOTION by Mr. Heath, seconded by Ms. Schwenk, with all in favor, the meeting was adjourned.

Secretary/Assistant Secretary

Chairman/Vice Chairman

SECTION IV

SECTION A

SECTION 1

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RESOLUTION 2020-07

THE ANNUAL APPROPRIATION RESOLUTION OF THE VILLAMAR COMMUNITY DEVELOPMENT DISTRICT ("DISTRICT") RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET(S) FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2020, AND ENDING SEPTEMBER 30, 2021; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has, prior to the fifteenth (15th) day in June, 2020, submitted to the Board of Supervisors ("Board") of the VillaMar Community Development District ("District") proposed budget(s) ("Proposed Budget") for the fiscal year beginning October 1, 2020 and ending September 30, 2021 ("Fiscal Year 2020/2021") along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, at least sixty (60) days prior to the adoption of the Proposed Budget, the District filed a copy of the Proposed Budget with the local governing authorities having jurisdiction over the area included in the District pursuant to the provisions of Section 190.008(2)(b), *Florida Statutes*; and

WHEREAS, the Board set a public hearing thereon and caused notice of such public hearing to be given by publication pursuant to Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, the District Manager posted the Proposed Budget on the District's website at least two days before the public hearing; and

WHEREAS, Section 190.008(2)(a), *Florida Statutes*, requires that, prior to October 1st of each year, the Board, by passage of the Annual Appropriation Resolution, shall adopt a budget for the ensuing fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year; and

WHEREAS, the District Manager has prepared a Proposed Budget, whereby the budget shall project the cash receipts and disbursements anticipated during a given time period, including reserves for contingencies for emergency or other unanticipated expenditures during the fiscal year.

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

SECTION 1. BUDGET

a. The Board has reviewed the Proposed Budget, a copy of which is on file with the office of the District Manager and at the District's Local Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.

- b. The Proposed Budget, attached hereto as **Exhibit "A,"** as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes* (**"Adopted Budget"**), and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.
- c. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District's Local Records Office and identified as "The Budget for the VillaMar Community Development District for the Fiscal Year Ending September 30, 2021."
- d. The Adopted Budget shall be posted by the District Manager on the District's official website within thirty (30) days after adoption, and shall remain on the website for at least 2 years.

SECTION 2. APPROPRIATIONS

There is hereby appropriated out of the revenues of the District, for Fiscal Year 2020/2021, the sum of \$______ to be raised by the levy of assessments and/or otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

TOTAL GENERAL FUND	\$
DEBT SERVICE FUND (SERIES 2019)	\$
TOTAL ALL FUNDS	\$

SECTION 3. BUDGET AMENDMENTS

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within Fiscal Year 2020/2021 or within 60 days following the end of the Fiscal Year 2020/2021 may amend its Adopted Budget for that fiscal year as follows:

- a. The Board may authorize an increase or decrease in line item appropriations within a fund by motion recorded in the minutes if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may authorize an increase or decrease in line item appropriations within a fund if the total appropriations of the fund do not increase and if the aggregate change in the original appropriation item does not exceed \$10,000 or 10% of the original appropriation.

- c. By resolution, the Board may increase any appropriation item and/or fund to reflect receipt of any additional unbudgeted monies and make the corresponding change to appropriations or the unappropriated balance.
- d. Any other budget amendments shall be adopted by resolution and consistent with Florida law.

The District Manager or Treasurer must establish administrative procedures to ensure that any budget amendments are in compliance with this Section 3 and Section 189.016, *Florida Statutes*, among other applicable laws. Among other procedures, the District Manager or Treasurer must ensure that any amendments to budget under subparagraphs c. and d. above are posted on the District's website within 5 days after adoption and remain on the website for at least 2 years.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 12TH DAY OF AUGUST, 2020.

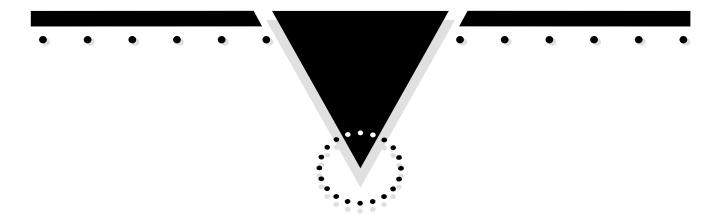
ATTEST:

VILLAMAR COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

By:_____

Its:



Proposed Budget FY 2021



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VillaMar

Community Development District

Proposed Budget

General Fund

	Adopted Budget	Actuals Thru	Projected Next	Total Thru	Proposed Budget
Description	FY2020	6/30/20	3 Months	9/30/20	FY2021
<u>Revenues</u>					
Developer Contributions	\$260,126	\$20,000	\$47,673	\$67,673	\$0
Assessments - Lot Closings	\$0	\$41,688	\$0	\$41,688	\$0
Assessments - Tax Roll	\$0	\$0	\$0	\$0	\$215,208
Assessments - Direct Bill	\$0	\$0	\$0	\$0	\$89,305
Total Revenues	\$260,126	\$61,688	\$47,673	\$109,361	\$304,513
<u>Expenditures</u>					
Administrative					
Supervisor Fees	\$12,000	\$3,200	\$3,000	\$6,200	\$12,000
Engineering	\$20,000	\$0	\$5,000	\$5,000	\$20,000
Attorney	\$25,000	\$9,364	\$6,250	\$15,614	\$25,000
Annual Audit	\$4,000	\$0	\$3,475	\$3,475	\$4,000
Assessment Administration	\$5,000	\$0	\$0	\$0	\$6,000
Arbitrage	\$650	\$0	\$650	\$650	\$1,300
Dissemination	\$5,000	\$4,250	\$1,250	\$5,500	\$6,000
Trustee Fees	\$3,500	\$0	\$3,500	\$3,500	\$7,000
Management Fees	\$35,000	\$26,250	\$8,750	\$35,000	\$35,000
Information Technology	\$900	\$675	\$225	\$900	\$2,350
Telephone	\$250	\$15	\$63	\$78	\$250
Postage & Delivery	\$850	\$103	\$213	\$315	\$850
Insurance	\$5,500	\$5,125	\$0	\$5,125	\$5,700
Printing & Binding	\$1,000	\$130	\$250	\$380	\$1,000
Legal Advertising	\$10,000	\$2,652	\$7,348	\$10,000	\$10,000
Other Current Charges	\$1,000	\$0	\$500	\$500	\$1,000
Boundary Amendment Expenses	\$0	\$1,500	\$0	\$1,500	\$0
Office Supplies	\$500	\$14	\$125	\$139	\$500
Travel Per Diem	\$550	\$0	\$138	\$138	\$550
Dues, Licenses & Subscriptions	\$175	\$175	\$0	\$175	\$175
Subtotal Administrative	\$130,875	\$53,453	\$40,735	\$94,188	\$138,675
Operations & Maintenance					
Field Expenses					
Property Insurance	\$5,000	\$0	\$0	\$0	\$5,000
Field Management	\$0	\$0	\$1,875	\$1,875	\$12,500
Landscape Maintenance	\$67,200	\$2,394	\$6,990	\$9,384	\$37,960
Landscape Replacement	\$7,500	\$0	\$512	\$512	\$7,500
Fertilization	\$16,364	\$0	\$0	\$0	\$0
Streetlights	\$10,000	\$0	\$2,835	\$2,835	\$11,340
Electric	\$0	\$0	\$405	\$405	\$1,620
Water & Sewer	\$0	\$0	\$162	\$162	\$648
Sidewalk & Asphalt Maintenance	\$0	\$0	\$0	\$0	\$500
Irrigation Repairs	\$0	\$0	\$0	\$0	\$5,000
General Repairs & Maintenance	\$2,000	\$0	\$0	\$0	\$15,000
Contingency	\$15,000	\$0	\$0	\$0	\$5,000
Subtotal Field Expenses	\$123,064	\$2,394	\$12,779	\$15,173	\$102,068

VillaMar

Community Development District

Proposed Budget

General Fund

Description		Adopted Budget FY2020	Actuals Thru 6/30/20	Projected Next 3 Months	Total Thru 9/30/20	Proposed Budget FY2021
Amonity Evenence	_					
Amenity Expenses	5	\$2,000	\$0	\$0	\$0	¢10.900
Amenity - Electric					•	\$10,800
Amenity - Water		\$600	\$0	\$0 \$0	\$0	\$2,880
Playground Lease		\$0	\$0	\$0	\$0	\$7,875
Internet		\$0	\$0	\$0	\$0	\$675
Pest Control		\$120	\$0	\$0	\$0	\$540
Janitorial Services		\$800	\$0	\$0	\$0	\$7,500
Security Services		\$0	\$0	\$0	\$0	\$7,500
Pool Maintenance		\$2,667	\$0	\$0	\$0	\$14,625
Amenity Repairs & I	Maintenance	\$0	\$0	\$0	\$0	\$750
Contingency		\$0	\$0	\$0	\$0	\$5,625
Subtotal Amenity Expenses		\$6,187	\$0	\$0	\$0	\$58,770
Total Operations &	<u>Maintenance</u>	\$129,251	\$2,394	\$12,779	\$15,173	\$160,838
Other Expenses						
Capital Reserves		\$0	\$0	\$0	\$0	\$5,000
Total Other Expens	ses	\$0	\$0	\$0	\$0	\$5,000
Total Expenditure	S	\$260,126	\$55,847	\$53,514	\$109,361	\$304,513
Excess Revenues/	/(Expenditures)	(\$0)	\$5,841	(\$5,841)	\$0	\$0
						\$004540
				Net Assessments Add: Discounts & C	collections 7%	\$304,513 \$22,920
				Gross Assessments		\$327,433
Product	ERU's	Assessable Units	ERU/Unit	Net Assessment	Net Per Unit	Gross Per Unit
Platted	334.00	334.00	1.00	\$215,208.09	\$644.34	\$692.83
Unplatted	138.60	308.00	0.45	\$89,304.91	\$289.95	\$311.78
Total ERU's	472.60	642.00		\$304,513.00		

GENERAL FUND BUDGET

REVENUES:

Assessments

The District will levy a non-ad valorem assessment on all the assessable property within the District in order to pay for operating expenditures during the fiscal year.

EXPENDITURES:

Administrative:

Supervisor Fees

Chapter 190, Florida Statutes, allows for each Board member to receive \$200 per meeting, not to exceed \$4,800 per year paid to each Supervisor for the time devoted to District business and meetings.

Engineering

The District's engineer will be providing general engineering services to the District, e.g. attendance and preparation for monthly board meetings, review invoices and various projects as directed by the Board of Supervisors and the District Manager.

Attorney

The District's legal counsel will be providing general legal services to the District, e.g. attendance and preparation for meetings, preparation and review of agreements, resolutions, etc. as directed by the Board of Supervisors and the District Manager.

Annual Audit

The District is required by Florida Statutes to arrange for an independent audit of its financial records on an annual basis.

Assessment Administration

The District will contract to levy and administer the collection of non-ad valorem assessment on all assessable property within the District.

Arbitrage

The District will contract with an independent certified public accountant to annually calculate the District's Arbitrage Rebate Liability on its bonds. This cost is based upon the Series 2019 bond series and an additional bond series expected to close during the fiscal year.

GENERAL FUND BUDGET

Dissemination

The District is required by the Security and Exchange Commission to comply with Rule 15c2-12(b)(5) which relates to additional reporting requirements for unrated bond issues. This cost is based upon the Series 2019 bond series and an additional bond series expected to close during the fiscal year.

Trustee Fees

The District will incur trustee related costs with the issuance of bonds. This cost is based upon the Series 2019 bond series and an additional bond series expected to close during the fiscal year.

Management Fees

The District receives Management, Accounting and Administrative services as part of a Management Agreement with Governmental Management Services-Central Florida, LLC. The services include but are not limited to, recording and transcription of board meetings, administrative services, budget preparation, all financial reports, annual audits, etc.

Information Technology

Represents costs related to the District's accounting and information systems, District's website creation and maintenance, hosting, electronic compliance with Florida Statutes and other electronic data requirements.

<u>Telephone</u>

Telephone and fax machine.

Postage & Delivery

The District incurs charges for mailing of Board meeting agenda packages, overnight deliveries, correspondence, etc.

<u>Insurance</u>

The District's general liability and public official's liability insurance insurance coverages.

Printing & Binding

Printing and Binding agenda packages for board meetings, printing of computerized checks, stationary, envelopes etc.

<u>Legal Advertising</u>

The District is required to advertise various notices for monthly Board meetings, public hearings, etc. in a newspaper of general circulation.

GENERAL FUND BUDGET

Other Current Charges

Bank charges and any other miscellaneous expenses incurred during the year.

Office Supplies

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

Travel Per Diem

The Board of Supervisors can be reimbursed for travel expenditures related to the conducting of District business.

Dues, Licenses & Subscriptions

The District is required to pay an annual fee to the Florida Department of Economic Opportunity for \$175. This is the only expense under this category for the District.

Operations & Maintenance:

Field Expenses

Property Insurance

The District's property insurance coverages.

Field Management

Represents the estimated costs of contracting services that provide onsite field management of contracts for the District such as landscape and lake maintenance. Services can include onsite inspections, meetings with contractors, monitoring of utility accounts, attend Board meetings and receive and respond to property owner phone calls and emails.

Landscape Maintenance

Represents the estimated maintenance of the landscaping within the common areas of the District after the installation of landscape material has been completed. The District has contracted with Prince & Sons, Inc. to provide these services.

Landscape Replacement

Represents the estimated cost of replacing landscaping within the common areas of the District.

<u>Streetlights</u>

Represents the cost to maintain street lights within the District Boundaries that are expected to be in place throughout the fiscal year.

GENERAL FUND BUDGET

<u>Electric</u>

Represents current and estimated electric charges of common areas throughout the District.

Water & Sewer

Represents current and estimated costs for water and refuse services provided for common areas throughout the District.

Sidewalk & Asphalt Maintenance

Represents the estimated costs of maintaining the sidewalks and asphalt throughout the District's Boundary.

Irrigation Repairs

Represents the cost of maintaining and repairing the irrigation system. This includes the sprinklers, and irrigation wells.

General Repairs & Maintenance

Represents estimated costs for general repairs and maintenance of the District's common areas.

<u>Contingency</u>

Represents funds allocated to expenses that the District could incur throughout the fiscal year that do not fit into any field category.

Amenity Expenses

Amenity - Electric

Represents estimated electric charges for the District's amenity facilities.

Amenity - Water

Represents estimated water charges for the District's amenity facilities.

Playground Lease

The District will enter into a leasing agreement for playgrounds installed in the community.

Internet

Internet service will be added for use at the Amenity Center.

<u>Pest Control</u>

The District will incur costs for pest control treatments to its amenity facilities.

GENERAL FUND BUDGET

Janitorial Services

Represents estimated costs to provide janitorial services and supplies for the District's amenity facilities.

Security Services

Represents the estimated cost of contracting a monthly security service for the District's amenity facilities.

Pool Maintenance

Represents estimated costs of regular cleaning and treatments of the District's pool.

Amenity Repairs & Maintenance

Represents estimated costs for repairs and maintenance of the District's amenity facilities.

<u>Contingency</u>

Represents funds allocated to expenses that the District could incur throughout the fiscal year that do not fit into any amenity category.

Other Expenses:

Capital Reserves

Funds collected and reserved for the replacement of and/or purchase of new capital improvements throughout the District.

VillaMar COMMUNITY DEVELOPMENT DISTRICT

Proposed Budget Debt Service Fund Series 2019

	Adopted Budget FY2020	Actual Thru 6/30/20	Projected Next 3 Months	Projected Thru 9/30/20	Proposed Budget FY2021
Revenues					
Assessments	\$166,231	\$0	\$83,068	\$83,068	\$450,869
Assessments - Lot Closings	\$0	\$57,012	\$26,152	\$83,164	\$0
Prepayments	\$0	\$289,333	\$102,601	\$391,934	\$0
Interest Income	\$0	\$4,741	\$10	\$4,751	\$0
Carry Forward Surplus	\$282,593	\$303,045 *	\$0	\$303,045	\$293,473
Total Revenues	\$448,824	\$654,131	\$211,830	\$865,961	\$744,342
<u>Expenses</u>					
Interest - 11/1	\$116,362	\$116,362	\$0	\$116,362	\$159,547
Special Call - 11/1	\$0	\$0	\$0	\$0	\$100,000
Principal - 5/1	\$0	\$0	\$0	\$0	\$115,000
Interest - 5/1	\$166,231	\$166,231	\$0	\$166,231	\$159,547
Special Call - 8/1	\$0	\$0	\$290,000	\$290,000	\$0
Total Expenditures	\$282,593	\$282,593	\$290,000	\$572,593	\$534,094
Other Financing Sources					
Transfer In (Out)	\$0	\$105	\$0	\$105	\$0
Total Other Financing Sources (Uses)	\$0	\$105	\$0	\$105	\$0
Excess Revenues/(Expenditures)	\$166,231	\$371,643	(\$78,170)	\$293,473	\$210,248
* Carryforward surplus less reserve requirement of \$4	432,938.		In	terest - 11/1/2021	\$157,391
			Тс	otal	\$157,391

		Maximum	Per Unit	Per Unit
		Annual	Net Debt	Gross Debt
Product Type	No. of Units	Debt Service	Assessment	Assessment
Single Family	334	\$450,869	\$1,350	\$1,452
	334	\$450,869		

VillaMar Community Development District Series 2019, Special Assessment Bonds (Combined)

Amortization Schedule

Date	Balance Principal		Principal	Interest	Annual	
11/1/20	\$ 6,890,000	\$		\$ 159,547	\$	159,547
5/1/21	\$ 6,890,000	\$	115,000	\$ 159,547	\$	-
11/1/21	\$ 6,775,000	\$	-	\$ 157,391	\$	431,938
5/1/22	\$ 6,775,000	\$	120,000	\$ 157,391	\$	-
11/1/22	\$ 6,655,000	\$	-	\$ 155,141	\$	432,531
5/1/23	\$ 6,655,000	\$	125,000	\$ 155,141	\$	-
11/1/23	\$ 6,530,000	\$	-	\$ 152,797	\$	432,938
5/1/24	\$ 6,405,000	\$	125,000	\$ 152,797	\$	-
11/1/24	\$ 6,405,000	\$	-	\$ 150,453	\$	428,250
5/1/25	\$ 6,405,000	\$	130,000	\$ 150,453	\$	-
11/1/25	\$ 6,275,000	\$	_	\$ 147,853	\$	428,306
5/1/26	\$ 6,275,000	\$	140,000	\$ 147,853	\$	-
11/1/26	\$ 6,135,000	\$	-	\$ 145,053	\$	432,906
5/1/27	\$ 6,135,000	\$	145,000	\$ 145,053	\$	-
11/1/27	\$ 5,990,000	\$	-	\$ 142,153	\$	432,206
5/1/28	\$ 5,990,000	\$	150,000	\$ 142,153	\$	-
11/1/28	\$ 5,840,000	\$	-	\$ 139,153	\$	431,306
5/1/29	\$ 5,685,000	\$	155,000	\$ 139,153	\$	-
11/1/29	\$ 5,685,000	\$	-	\$ 136,053	\$	430,206
5/1/30	\$ 5,685,000	\$	160,000	\$ 136,053	\$	-
11/1/30	\$ 5,525,000	\$	-	\$ 132,353	\$	428,406
5/1/31	\$ 5,525,000	\$	170,000	\$ 132,353	\$	-
11/1/31	\$ 5,355,000	\$	-	\$ 128,422	\$	430,775
5/1/32	\$ 5,355,000	\$	180,000	\$ 128,422	\$	-
11/1/32	\$ 5,175,000	\$	-	\$ 124,259	\$	432,681
5/1/33	\$ 5,175,000	\$	185,000	\$ 124,259	\$	-
11/1/33	\$ 4,990,000	\$	-	\$ 119,981	\$	429,241
5/1/34	\$ 4,990,000	\$	195,000	\$ 119,981	\$	-
11/1/34	\$ 4,795,000	\$	-	\$ 115,472	\$	430,453
5/1/35	\$ 4,795,000	\$	205,000	\$ 115,472	\$	-
11/1/35	\$ 4,590,000	\$	-	\$ 110,731	\$	431,203
5/1/36	\$ 4,590,000	\$	215,000	\$ 110,731	\$	-
11/1/36	\$ 4,375,000	\$	-	\$ 105,759	\$	431,491
5/1/37	\$ 4,375,000	\$	225,000	\$ 105,759	\$	-
11/1/37	\$ 4,150,000	\$	-	\$ 100,556	\$	431,316
5/1/38	\$ 4,150,000	\$	235,000	\$ 100,556	\$	-

VillaMar Community Development District Series 2019, Special Assessment Bonds (Combined)

Date	E	Balance	F	Principal		Interest		Annual	
11/1/38	\$ 3	3,915,000	\$	-	\$	95,122	\$	430,678	
5/1/39	\$ 3	3,670,000	\$	245,000	\$	95,122	\$	-	
11/1/39	\$ 3	3,670,000	\$	-	\$	89,456	\$	429,57	
5/1/40	\$ 3	3,670,000	\$	260,000	\$	89,456	\$	-	
11/1/40	\$ 3	3,410,000	\$	-	\$	83,119	\$	432,57	
5/1/41	\$ 3	3,410,000	\$	270,000	\$	83,119	\$	-	
11/1/41	\$ 3	3,140,000	\$	-	\$	76,538	\$	429,65	
5/1/42	\$ 3	3,140,000	\$	285,000	\$	76,538	\$	-	
11/1/42	\$ 2	2,855,000	\$	-	\$	69,591	\$	431,12	
5/1/43	\$ 2	2,855,000	\$	300,000	\$	69,591	\$	-	
11/1/43	\$ 2	2,555,000	\$	-	\$	62,278	\$	431,86	
5/1/44	\$ 2	2,555,000	\$	315,000	\$	62,278	\$	-	
11/1/44	\$ 2	2,240,000	\$	-	\$	54,600	\$	431,87	
5/1/45	\$ 2	2,240,000	\$	330,000	\$	54,600	\$	-	
11/1/45	\$	1,910,000	\$	-	\$	46,556	\$	431,15	
5/1/46	\$	1,910,000	\$	345,000	\$	46,556	\$	-	
11/1/46	\$	1,565,000	\$	-	\$	38,147	\$	429,70	
5/1/47	\$	1,565,000	\$	365,000	\$	38,147	\$	-	
11/1/47	\$	1,200,000	\$	-	\$	29,250	\$	432,39	
5/1/48	\$	1,200,000	\$	380,000	\$	29,250	\$	-	
11/1/48	\$	820,000	\$	-	\$	19,988	\$	429,23	
5/1/49	\$	820,000	\$	400,000	\$	19,988	\$	-	
11/1/49	\$	420,000	\$	-	\$	10,238	\$	430,22	
5/1/50	\$	420,000	\$	420,000	\$	10,238	\$	430,23	
Totals			\$	6,890,000	\$	6,196,019	\$ 1	3,086,01	

Amortization Schedule

SECTION B

SECTION 1

RESOLUTION 2020-08

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE VILLAMAR COMMUNITY DEVELOPMENT DISTRICT MAKING A DETERMINATION OF BENEFIT AND IMPOSING SPECIAL ASSESSMENTS FOR FISCAL YEAR 2020/2021; PROVIDING FOR THE COLLECTION AND ENFORCEMENT OF SPECIAL ASSESSMENTS, INCLUDING BUT NOT LIMITED TO PENALTIES AND INTEREST THEREON; CERTIFYING AN ASSESSMENT ROLL; PROVIDING FOR AMENDMENTS TO THE ASSESSMENT ROLL; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the VillaMar Community Development District ("**District**") is a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes,* for the purpose of providing, operating and maintaining infrastructure improvements, facilities and services to the lands within the District; and

WHEREAS, the District is located in Polk County, Florida ("County"); and

WHEREAS, the District has constructed or acquired various infrastructure improvements and provides certain services in accordance with the District's adopted capital improvement plan and Chapter 190, *Florida Statutes*; and

WHEREAS, the Board of Supervisors ("Board") of the District hereby determines to undertake various operations and maintenance and other activities described in the District's budget ("Adopted Budget") for the fiscal year beginning October 1, 2020 and ending September 30, 2021 ("Fiscal Year 2020/2021"), attached hereto as Exhibit "A;" and

WHEREAS, the District must obtain sufficient funds to provide for the operation and maintenance of the services and facilities provided by the District as described in the Adopted Budget; and

WHEREAS, the provision of such services, facilities, and operations is a benefit to lands within the District; and

WHEREAS, Chapter 190, *Florida Statutes,* provides that the District may impose special assessments on benefitted lands within the District; and

WHEREAS, it is in the best interests of the District to proceed with the imposition of the special assessments for operations and maintenance in the amount set forth in the Adopted Budget; and

WHEREAS, the District has previously levied an assessment for debt service, which the District desires to collect for Fiscal Year 2020/2021; and

WHEREAS, Chapter 197, *Florida Statutes*, provides a mechanism pursuant to which such special assessments may be placed on the tax roll and collected by the local tax collector ("**Uniform Method**"), and the District has previously authorized the use of the Uniform Method by, among other things, entering into agreements with the Property Appraiser and Tax Collector of the County for that purpose; and

WHEREAS, it is in the best interests of the District to adopt the assessment roll ("Assessment Roll") attached to this Resolution as Exhibit "B," and to certify the portion of the Assessment Roll related to certain developed property ("Tax Roll Property") to the County Tax Collector pursuant to the Uniform Method and to directly collect the portion of the Assessment Roll relating to the remaining property ("Direct Collect Property"), all as set forth in Exhibit "B;" and

WHEREAS, it is in the best interests of the District to permit the District Manager to amend the Assessment Roll adopted herein, including that portion certified to the County Tax Collector by this Resolution, as the Property Appraiser updates the property roll for the County, for such time as authorized by Florida law.

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

SECTION 1. BENEFIT & ALLOCATION FINDINGS. The provision of the services, facilities, and operations as described in **Exhibit "A"** confers a special and peculiar benefit to the lands within the District, which benefit exceeds or equals the cost of the assessments. The allocation of the assessments to the specially benefitted lands is shown in **Exhibits "A" and "B,"** and is hereby found to be fair and reasonable.

SECTION 2. Assessment IMPOSITION. Pursuant to Chapters 170, 190 and 197, *Florida Statutes*, and using the procedures authorized by Florida law for the levy and collection of special assessments, a special assessment for operation and maintenance is hereby imposed and levied on benefitted lands within the District and in accordance with **Exhibits "A" and "B."** The lien of the special assessments for operations and maintenance imposed and levied by this Resolution shall be effective upon passage of this Resolution. Moreover, pursuant to Section 197.3632(4), *Florida Statutes*, the lien amount shall serve as the "maximum rate" authorized by law for operation and maintenance assessments.

SECTION 3. COLLECTION AND ENFORCEMENT; PENALTIES; INTEREST.

A. **Tax Roll Assessments.** The operations and maintenance special assessments and previously levied debt service special assessments imposed on the Tax Roll Property shall be collected at the same time and in the same manner as County taxes in accordance with the Uniform Method, as set forth in **Exhibits "A" and "B."**

- B. Direct Bill Assessments. The operations and maintenance special assessments and previously levied debt service special assessments imposed on the Direct Collect Property shall be collected directly by the District in accordance with Florida law, as set forth in Exhibits "A" and "B." Assessments directly collected by the District are due in full on December 1, 2020; provided, however, that, to the extent permitted by law, the assessments due may be paid in several partial, deferred payments and according to the following schedule: 50% due no later than December 1, 2020, 25% due no later than February 1, 2021 and 25% due no later than May 1, 2021. In the event that an assessment payment is not made in accordance with the schedule stated above, the whole assessment - including any remaining partial, deferred payments for Fiscal Year 2020/2021, shall immediately become due and payable; shall accrue interest, penalties in the amount of one percent (1%) per month, and all costs of collection and enforcement; and shall either be enforced pursuant to a foreclosure action, or, at the District's sole discretion, collected pursuant to the Uniform Method on a future tax bill, which amount may include penalties, interest, and costs of collection and enforcement. Any prejudgment interest on delinquent assessments shall accrue at the rate of any bonds secured by the assessments, or at the statutory prejudgment interest rate, as applicable. In the event an assessment subject to direct collection by the District shall be delinquent, the District Manager and District Counsel, without further authorization by the Board, may initiate foreclosure proceedings pursuant to Chapter 170, Florida Statutes, or other applicable law to collect and enforce the whole assessment, as set forth herein.
- C. Future Collection Methods. The decision to collect special assessments by any particular method e.g., on the tax roll or by direct bill does not mean that such method will be used to collect special assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

SECTION 4. ASSESSMENT ROLL. The Assessment Roll, attached to this Resolution as **Exhibit "B,"** is hereby certified for collection. That portion of the Assessment Roll which includes the Tax Roll Property is hereby certified to the County Tax Collector and shall be collected by the County Tax Collector in the same manner and time as County taxes. The proceeds therefrom shall be paid to the District.

SECTION 5. ASSESSMENT ROLL AMENDMENT. The District Manager shall keep apprised of all updates made to the County property roll by the Property Appraiser after the date of this Resolution, and shall amend the Assessment Roll in accordance with any such updates, for such time as authorized by Florida law, to the County property roll. After any amendment of the Assessment Roll, the District Manager shall file the updates in the District records.

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

SECTION 7. EFFECTIVE DATE. This Resolution shall take effect upon the passage and adoption of this Resolution by the Board.

PASSED AND ADOPTED this 12th day of August, 2020.

ATTEST:

VILLAMAR COMMUNITY DEVELOPMENT DISTRICT

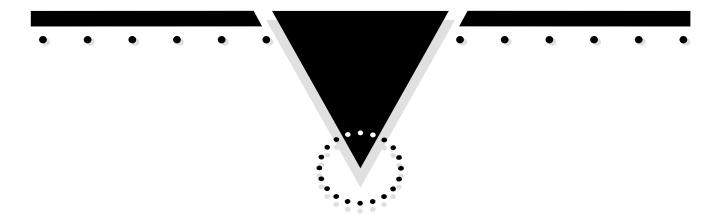
Secretary / Assistant Secretary

Ву:_____

lts:_____

Exhibit A: Budget

Exhibit B: Assessment Roll (Uniform Method) Assessment Roll (Direct Collect)



Proposed Budget FY 2021



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1-2	General Fund
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8	Debt Service Fund
9-10	Series 2019 Amortization Schedule

VillaMar

Community Development District

Proposed Budget

General Fund

	Adopted Budget	Actuals Thru	Projected Next	Total Thru	Proposed Budget
Description	FY2020	6/30/20	3 Months	9/30/20	FY2021
Revenues					
Developer Contributions	\$260,126	\$20,000	\$47,673	\$67,673	\$0
Assessments - Lot Closings	\$0	\$41,688	\$0	\$41,688	\$0
Assessments - Tax Roll	\$0	\$0	\$0	\$0	\$215,208
Assessments - Direct Bill	\$0	\$0	\$0	\$0	\$89,305
Total Revenues	\$260,126	\$61,688	\$47,673	\$109,361	\$304,513
<u>Expenditures</u>					
Administrative					
Supervisor Fees	\$12,000	\$3,200	\$3,000	\$6,200	\$12,000
Engineering	\$20,000	\$0	\$5,000	\$5,000	\$20,000
Attorney	\$25,000	\$9,364	\$6,250	\$15,614	\$25,000
Annual Audit	\$4,000	\$0	\$3,475	\$3,475	\$4,000
Assessment Administration	\$5,000	\$0	\$0	\$0	\$6,000
Arbitrage	\$650	\$0	\$650	\$650	\$1,300
Dissemination	\$5,000	\$4,250	\$1,250	\$5,500	\$6,000
Trustee Fees	\$3,500	\$0	\$3,500	\$3,500	\$7,000
Management Fees	\$35,000	\$26,250	\$8,750	\$35,000	\$35,000
Information Technology	\$900	\$675	\$225	\$900	\$2,350
Telephone	\$250	\$15	\$63	\$78	\$250
Postage & Delivery	\$850	\$103	\$213	\$315	\$850
Insurance	\$5,500	\$5,125	\$0	\$5,125	\$5,700
Printing & Binding	\$1,000	\$130	\$250	\$380	\$1,000
Legal Advertising	\$10,000	\$2,652	\$7,348	\$10,000	\$10,000
Other Current Charges	\$1,000	\$0	\$500	\$500	\$1,000
Boundary Amendment Expenses	\$0	\$1,500	\$0	\$1,500	\$0
Office Supplies	\$500	\$14	\$125	\$139	\$500
Travel Per Diem	\$550	\$0	\$138	\$138	\$550
Dues, Licenses & Subscriptions	\$175	\$175	\$0	\$175	\$175
Subtotal Administrative	\$130,875	\$53,453	\$40,735	\$94,188	\$138,675
Operations & Maintenance					
Field Expenses					
Property Insurance	\$5,000	\$0	\$0	\$0	\$5,000
Field Management	\$0	\$0	\$1,875	\$1,875	\$12,500
Landscape Maintenance	\$67,200	\$2,394	\$6,990	\$9,384	\$37,960
Landscape Replacement	\$7,500	\$0	\$512	\$512	\$7,500
Fertilization	\$16,364	\$0	\$0	\$0	\$0
Streetlights	\$10,000	\$0	\$2,835	\$2,835	\$11,340
Electric	\$0	\$0	\$405	\$405	\$1,620
Water & Sewer	\$0	\$0	\$162	\$162	\$648
Sidewalk & Asphalt Maintenance	\$0	\$0	\$0	\$0	\$500
Irrigation Repairs	\$0	\$0	\$0	\$0	\$5,000
General Repairs & Maintenance	\$2,000	\$0	\$0	\$0	\$15,000
Contingency	\$15,000	\$0	\$0	\$0	\$5,000
Subtotal Field Expenses	\$123,064	\$2,394	\$12,779	\$15,173	\$102,068

VillaMar

Community Development District

Proposed Budget

General Fund

Description		Adopted Budget FY2020	Actuals Thru 6/30/20	Projected Next 3 Months	Total Thru 9/30/20	Proposed Budget FY2021
Amonity Evenence	_					
Amenity Expenses	5	\$2,000	\$0	\$0	\$0	¢10.900
Amenity - Electric		. ,			•	\$10,800
Amenity - Water		\$600	\$0 \$0	\$0 \$0	\$0 \$0	\$2,880
Playground Lease		\$0	\$0	\$0	\$0	\$7,875
Internet		\$0	\$0	\$0	\$0	\$675
Pest Control		\$120	\$0	\$0	\$0	\$540
Janitorial Services		\$800	\$0	\$0	\$0	\$7,500
Security Services		\$0	\$0	\$0	\$0	\$7,500
Pool Maintenance		\$2,667	\$0	\$0	\$0	\$14,625
Amenity Repairs &	Maintenance	\$0	\$0	\$0	\$0	\$750
Contingency		\$0	\$0	\$0	\$0	\$5,625
Subtotal Amenity	Expenses	\$6,187	\$0	\$0	\$0	\$58,770
Total Operations &	<u>Maintenance</u>	\$129,251	\$2,394	\$12,779	\$15,173	\$160,838
Other Expenses						
Capital Reserves		\$0	\$0	\$0	\$0	\$5,000
Total Other Expens	ses	\$0	\$0	\$0	\$0	\$5,000
Total Expenditure	S	\$260,126	\$55,847	\$53,514	\$109,361	\$304,513
Excess Revenues/	/(Expenditures)	(\$0)	\$5,841	(\$5,841)	\$0	\$0
				Net Assessments Add: Discounts & C	collections 7%	\$304,513 \$22,920
				Gross Assessments		\$327,433
Product	ERU's	Assessable Units	ERU/Unit	Net Assessment	Net Per Unit	Gross Per Unit
Platted	334.00	334.00	1.00	\$215,208.09	\$644.34	\$692.83
Unplatted	138.60	308.00	0.45	\$89,304.91	\$289.95	\$311.78
Total ERU's	472.60	642.00		\$304,513.00		

GENERAL FUND BUDGET

REVENUES:

Assessments

The District will levy a non-ad valorem assessment on all the assessable property within the District in order to pay for operating expenditures during the fiscal year.

EXPENDITURES:

Administrative:

Supervisor Fees

Chapter 190, Florida Statutes, allows for each Board member to receive \$200 per meeting, not to exceed \$4,800 per year paid to each Supervisor for the time devoted to District business and meetings.

Engineering

The District's engineer will be providing general engineering services to the District, e.g. attendance and preparation for monthly board meetings, review invoices and various projects as directed by the Board of Supervisors and the District Manager.

Attorney

The District's legal counsel will be providing general legal services to the District, e.g. attendance and preparation for meetings, preparation and review of agreements, resolutions, etc. as directed by the Board of Supervisors and the District Manager.

Annual Audit

The District is required by Florida Statutes to arrange for an independent audit of its financial records on an annual basis.

Assessment Administration

The District will contract to levy and administer the collection of non-ad valorem assessment on all assessable property within the District.

Arbitrage

The District will contract with an independent certified public accountant to annually calculate the District's Arbitrage Rebate Liability on its bonds. This cost is based upon the Series 2019 bond series and an additional bond series expected to close during the fiscal year.

GENERAL FUND BUDGET

Dissemination

The District is required by the Security and Exchange Commission to comply with Rule 15c2-12(b)(5) which relates to additional reporting requirements for unrated bond issues. This cost is based upon the Series 2019 bond series and an additional bond series expected to close during the fiscal year.

Trustee Fees

The District will incur trustee related costs with the issuance of bonds. This cost is based upon the Series 2019 bond series and an additional bond series expected to close during the fiscal year.

Management Fees

The District receives Management, Accounting and Administrative services as part of a Management Agreement with Governmental Management Services-Central Florida, LLC. The services include but are not limited to, recording and transcription of board meetings, administrative services, budget preparation, all financial reports, annual audits, etc.

Information Technology

Represents costs related to the District's accounting and information systems, District's website creation and maintenance, hosting, electronic compliance with Florida Statutes and other electronic data requirements.

<u>Telephone</u>

Telephone and fax machine.

Postage & Delivery

The District incurs charges for mailing of Board meeting agenda packages, overnight deliveries, correspondence, etc.

<u>Insurance</u>

The District's general liability and public official's liability insurance insurance coverages.

Printing & Binding

Printing and Binding agenda packages for board meetings, printing of computerized checks, stationary, envelopes etc.

<u>Legal Advertising</u>

The District is required to advertise various notices for monthly Board meetings, public hearings, etc. in a newspaper of general circulation.

GENERAL FUND BUDGET

Other Current Charges

Bank charges and any other miscellaneous expenses incurred during the year.

Office Supplies

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

Travel Per Diem

The Board of Supervisors can be reimbursed for travel expenditures related to the conducting of District business.

Dues, Licenses & Subscriptions

The District is required to pay an annual fee to the Florida Department of Economic Opportunity for \$175. This is the only expense under this category for the District.

Operations & Maintenance:

Field Expenses

Property Insurance

The District's property insurance coverages.

Field Management

Represents the estimated costs of contracting services that provide onsite field management of contracts for the District such as landscape and lake maintenance. Services can include onsite inspections, meetings with contractors, monitoring of utility accounts, attend Board meetings and receive and respond to property owner phone calls and emails.

Landscape Maintenance

Represents the estimated maintenance of the landscaping within the common areas of the District after the installation of landscape material has been completed. The District has contracted with Prince & Sons, Inc. to provide these services.

Landscape Replacement

Represents the estimated cost of replacing landscaping within the common areas of the District.

<u>Streetlights</u>

Represents the cost to maintain street lights within the District Boundaries that are expected to be in place throughout the fiscal year.

GENERAL FUND BUDGET

<u>Electric</u>

Represents current and estimated electric charges of common areas throughout the District.

Water & Sewer

Represents current and estimated costs for water and refuse services provided for common areas throughout the District.

Sidewalk & Asphalt Maintenance

Represents the estimated costs of maintaining the sidewalks and asphalt throughout the District's Boundary.

Irrigation Repairs

Represents the cost of maintaining and repairing the irrigation system. This includes the sprinklers, and irrigation wells.

General Repairs & Maintenance

Represents estimated costs for general repairs and maintenance of the District's common areas.

<u>Contingency</u>

Represents funds allocated to expenses that the District could incur throughout the fiscal year that do not fit into any field category.

Amenity Expenses

Amenity - Electric

Represents estimated electric charges for the District's amenity facilities.

Amenity - Water

Represents estimated water charges for the District's amenity facilities.

Playground Lease

The District will enter into a leasing agreement for playgrounds installed in the community.

Internet

Internet service will be added for use at the Amenity Center.

<u>Pest Control</u>

The District will incur costs for pest control treatments to its amenity facilities.

GENERAL FUND BUDGET

Janitorial Services

Represents estimated costs to provide janitorial services and supplies for the District's amenity facilities.

Security Services

Represents the estimated cost of contracting a monthly security service for the District's amenity facilities.

Pool Maintenance

Represents estimated costs of regular cleaning and treatments of the District's pool.

Amenity Repairs & Maintenance

Represents estimated costs for repairs and maintenance of the District's amenity facilities.

<u>Contingency</u>

Represents funds allocated to expenses that the District could incur throughout the fiscal year that do not fit into any amenity category.

Other Expenses:

Capital Reserves

Funds collected and reserved for the replacement of and/or purchase of new capital improvements throughout the District.

VillaMar COMMUNITY DEVELOPMENT DISTRICT

Proposed Budget Debt Service Fund Series 2019

	Adopted Budget FY2020	Actual Thru 6/30/20	Projected Next 3 Months	Projected Thru 9/30/20	Proposed Budget FY2021
Revenues					
Assessments	\$166,231	\$0	\$83,068	\$83,068	\$450,869
Assessments - Lot Closings	\$0	\$57,012	\$26,152	\$83,164	\$0
Prepayments	\$0	\$289,333	\$102,601	\$391,934	\$0
Interest Income	\$0	\$4,741	\$10	\$4,751	\$0
Carry Forward Surplus	\$282,593	\$303,045 *	\$0	\$303,045	\$293,473
Total Revenues	\$448,824	\$654,131	\$211,830	\$865,961	\$744,342
<u>Expenses</u>					
Interest - 11/1	\$116,362	\$116,362	\$0	\$116,362	\$159,547
Special Call - 11/1	\$0	\$0	\$0	\$0	\$100,000
Principal - 5/1	\$0	\$0	\$0	\$0	\$115,000
Interest - 5/1	\$166,231	\$166,231	\$0	\$166,231	\$159,547
Special Call - 8/1	\$0	\$0	\$290,000	\$290,000	\$0
Total Expenditures	\$282,593	\$282,593	\$290,000	\$572,593	\$534,094
Other Financing Sources					
Transfer In (Out)	\$0	\$105	\$0	\$105	\$0
Total Other Financing Sources (Uses)	\$0	\$105	\$0	\$105	\$0
Excess Revenues/(Expenditures)	\$166,231	\$371,643	(\$78,170)	\$293,473	\$210,248
* Carryforward surplus less reserve requirement of \$4	432,938.		In	terest - 11/1/2021	\$157,391
			Тс	otal	\$157,391

		Maximum	Per Unit	Per Unit
		Annual	Net Debt	Gross Debt
Product Type	No. of Units	Debt Service	Assessment	Assessment
Single Family	334	\$450,869	\$1,350	\$1,452
	334	\$450,869		

VillaMar Community Development District Series 2019, Special Assessment Bonds (Combined)

Amortization Schedule

Date	Bala	ance	Р	Principal		Interest	Annual	
11/1/20	\$ 6,8	90,000	\$	_	\$	159,547	\$ 159,547	
5/1/21		90,000	\$	115,000	\$	159,547	\$ -	
11/1/21		75,000	\$	-	\$	157,391	\$ 431,938	
5/1/22		75,000	\$	120,000	\$	157,391	\$ -	
11/1/22		55,000	\$	-	\$	155,141	\$ 432,531	
5/1/23		55,000	\$	125,000	\$	155,141	\$ -	
11/1/23		30,000	\$	-	\$	152,797	\$ 432,938	
5/1/24		05,000	\$	125,000	\$	152,797	\$ -	
11/1/24		05,000	\$	-	\$	150,453	\$ 428,250	
5/1/25		05,000	\$	130,000	\$	150,453	\$ -	
11/1/25	\$ 6,2	75,000	\$	_	\$	147,853	\$ 428,306	
5/1/26	\$ 6,2	75,000	\$	140,000	\$	147,853	\$ -	
11/1/26		35,000	\$	-	\$	145,053	\$ 432,906	
5/1/27	\$6,1	35,000	\$	145,000	\$	145,053	\$ -	
11/1/27	\$ 5,9	90,000	\$	-	\$	142,153	\$ 432,206	
5/1/28	\$ 5,9	90,000	\$	150,000	\$	142,153	\$ -	
11/1/28	\$ 5,8	40,000	\$	-	\$	139,153	\$ 431,306	
5/1/29	\$ 5,6	85,000	\$	155,000	\$	139,153	\$ -	
11/1/29	\$ 5,6	85,000	\$	-	\$	136,053	\$ 430,206	
5/1/30	\$ 5,6	85,000	\$	160,000	\$	136,053	\$ -	
11/1/30	\$ 5,5	25,000	\$	-	\$	132,353	\$ 428,406	
5/1/31	\$ 5,5	25,000	\$	170,000	\$	132,353	\$ -	
11/1/31	\$ 5,3	55,000	\$	-	\$	128,422	\$ 430,775	
5/1/32	\$ 5,3	55,000	\$	180,000	\$	128,422	\$ -	
11/1/32	\$ 5,1	75,000	\$	-	\$	124,259	\$ 432,681	
5/1/33	\$ 5,1	75,000	\$	185,000	\$	124,259	\$ -	
11/1/33	\$ 4,9	90,000	\$	-	\$	119,981	\$ 429,241	
5/1/34	\$ 4,9	90,000	\$	195,000	\$	119,981	\$ -	
11/1/34	\$ 4,7	95,000	\$	-	\$	115,472	\$ 430,453	
5/1/35	\$ 4,7	95,000	\$	205,000	\$	115,472	\$ -	
11/1/35	\$ 4,5	90,000	\$	-	\$	110,731	\$ 431,203	
5/1/36		90,000	\$	215,000	\$	110,731	\$ -	
11/1/36		75,000	\$	-	\$	105,759	\$ 431,491	
5/1/37		75,000	\$	225,000	\$	105,759	\$ -	
11/1/37		50,000	\$	-	\$	100,556	\$ 431,316	
5/1/38	\$ 4,1	50,000	\$	235,000	\$	100,556	\$ -	

VillaMar Community Development District Series 2019, Special Assessment Bonds (Combined)

Date	Balance	F	Principal	Interest		Annual
11/1/38	\$ 3,915,000	\$	-	\$ 95,122	\$	430,678
5/1/39	\$ 3,670,000	\$	245,000	\$ 95,122	\$	-
11/1/39	\$ 3,670,000	\$	-	\$ 89,456	\$	429,57
5/1/40	\$ 3,670,000	\$	260,000	\$ 89,456	\$	-
11/1/40	\$ 3,410,000	\$	-	\$ 83,119	\$	432,57
5/1/41	\$ 3,410,000	\$	270,000	\$ 83,119	\$	-
11/1/41	\$ 3,140,000	\$	-	\$ 76,538	\$	429,65
5/1/42	\$ 3,140,000	\$	285,000	\$ 76,538	\$	-
11/1/42	\$ 2,855,000	\$	-	\$ 69,591	\$	431,12
5/1/43	\$ 2,855,000	\$	300,000	\$ 69,591	\$	-
11/1/43	\$ 2,555,000	\$	-	\$ 62,278	\$	431,86
5/1/44	\$ 2,555,000	\$	315,000	\$ 62,278	\$	-
11/1/44	\$ 2,240,000	\$	-	\$ 54,600	\$	431,87
5/1/45	\$ 2,240,000	\$	330,000	\$ 54,600	\$	-
11/1/45	\$ 1,910,000	\$	-	\$ 46,556	\$	431,15
5/1/46	\$ 1,910,000	\$	345,000	\$ 46,556	\$	-
11/1/46	\$ 1,565,000	\$	-	\$ 38,147	\$	429,70
5/1/47	\$ 1,565,000	\$	365,000	\$ 38,147	\$	-
11/1/47	\$ 1,200,000	\$	-	\$ 29,250	\$	432,39
5/1/48	\$ 1,200,000	\$	380,000	\$ 29,250	\$	-
11/1/48	\$ 820,000	\$	-	\$ 19,988	\$	429,23
5/1/49	\$ 820,000	\$	400,000	\$ 19,988	\$	-
11/1/49	\$ 420,000	\$	-	\$ 10,238	\$	430,22
5/1/50	\$ 420,000	\$	420,000	\$ 10,238	\$	430,23
Totals		\$	6,890,000	\$ 6,196,019	\$ 1	3,086,01

Amortization Schedule

SECTION V

ASSIGNMENT OF CONTRACTOR AGREEMENT VILLAMAR AMENITY CENTER CONSTRUCTION

Assignor:	Highland Cassidy, LLC ("Assignor")
Owner/Assignee:	VillaMar Community Development District ("Assignee" or "District")
Contractor:	Henkelman Construction, Inc. ("Contractor")
Contract:	Agreement between Owner and Contractor for VillaMar Amenity Center
	Construction, dated June 15, 2020 ("Contractor Agreement" or "Project")

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor, does hereby transfer, assign and convey unto Assignee, all of the rights, interests, benefits and privileges of Assignor under the Contractor Agreement, by and between Assignor and Contractor, for the above-referenced Project. Further, Assignee does hereby assume all obligations of Assignor under the Contract arising or accruing after the date hereof. Contractor hereby consents to the assignment of the Contract and all of Contractor's rights, interests, benefits, privileges, and obligations to Assignee.

Executed in multiple counterparts to be effective the day of , 2020.

HENKELMAN CONSTRUCTION, INC.

VILLAMAR COMMUNITY DEVELOPMENT DISTRICT

By:	
Printed Name:	
Title:	

By: _______ Name: Warren K. "Rennie" Heath, II Title: Chairperson

HIGHLAND CASSIDY, LLC, a Florida limited liability company

By: Cassidy Properties, Inc. Its: Manager

By: _____ Printed Name: Albert b. Cassidy Title: Manager

EXHIBITS:

- Developer's Affidavit and Agreement Regarding Assignment of Contractor Agreement
- Contractor's Acknowledgment and Acceptance of Assignment and Release
- Addendum to Contractor Agreement with Exhibits:
 - Scrutinized Companies Statement
 - Public Entity Crimes Statement
 - o Trench Safety Compliance Act Statement
 - Discrimination Statement

DEVELOPER'S AFFIDAVIT AND AGREEMENT REGARDING ASSIGNMENT OF CONTRACTOR AGREEMENT VILLAMAR AMENITY CENTER CONSTRUCTION

STATE OF FLORIDA COUNTY OF

BEFORE ME, the undersigned, personally appeared Albert B. Cassidy as Manager of Cassidy Properties, Inc., as Manager of Highland Cassidy, LLC ("**Developer**"), who, after being first duly sworn, deposes and says:

- I, Albert B. Cassidy, serve as manager for Developer and am authorized to make this affidavit on its behalf. I make this affidavit in order to induce the VillaMar Community Development District ("District") to accept an assignment of the Contractor Agreement (defined below).
- (ii) The agreement ("**Contractor Agreement**") between Developer and Henkelman Construction, Inc. ("**Contractor**"), dated June 15, 2020, and attached hereto as **Exhibit** A, \underline{X} was competitively bid prior to its execution or _____ is below the applicable bid thresholds and was not required to be competitively prior to its execution.
- (iii) Developer, in consideration for the District's acceptance of an assignment of the Contractor Agreement agrees to indemnify, defend, and hold harmless the District and its successors, assigns, agents, employees, staff, contractors, officers, supervisors, and representatives (together, "Indemnitees"), from any and all liability, loss or damage, whether monetary or otherwise, including reasonable attorneys' fees and costs and all fees and costs of mediation or alternative dispute resolution, arising out of, wholly or in part by, or as a result of any claims, liabilities, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, or judgments, against Indemnitees and which relate in any way to the assignment of, or bid process for, the Contractor Agreement.
- (iv) Developer has obtained a release from Contractor (and all subcontractors and material suppliers thereto) acknowledging the assignment of the above referenced contract and the validity thereof, the satisfaction of the bonding requirements of Section 255.05, *Florida Statutes* (if applicable), and waiving any and all claims against the District arising as a result of or connected with this assignment. Such releases are attached as Exhibit B.
- (v) The Contractor has \underline{X} furnished or will furnish a performance and payment bond in accordance with Section 255.05, *Florida Statutes*, which is attached hereto as **Exhibit C**, or $\underline{\qquad}$ was not required to provide such a bond pursuant to Section 255.05, Florida Statutes.
- (vi) Developer X_ represents and warrants that there are no outstanding liens or claims relating to the Contractor Agreement, or _____ has posted a transfer bond in accordance with Section 713.24, *Florida Statutes*, which is attached hereto as **Exhibit D**.
- (vii) Developer represents and warrants that there are no payments to Contractor and any subcontractors or materialmen under the Contractor Agreement are outstanding and no disputes under the Contractor Agreement exist.

Under penalties of perjury, I declare that I have read the foregoing and the facts alleged are true and correct to the best of my knowledge and belief.

Executed this ____ day of _____, 2020.

WITNESS:

HIGHLAND CASSIDY, LLC a Florida limited liability company

By: Cassidy Properties, Inc. Its: Manager

By: Albert B. Cassidy Its: Manager

[Print Name]

STATE OF FLORIDA COUNTY OF _____

The foregoing instrument was acknowledged before me by means of \Box physical presence or \Box online notarization, this ______ day of _____, 2020, by Albert B. Cassidy, as Manager for Cassidy Properties, Inc., Manager for Highland Cassidy, LLC.

	(Official Notary Signature)
Name:	
Personally	Known
OR Produc	ed Identification
Type of Ide	entification

[notary seal]

Exhibit AAgreement by and between Developer and Henkelman Construction, Inc., dated June 15, 2020Exhibit BReleases

Exhibit C Performance and Payment Bonds

CONTRACTOR'S ACKNOWLEDGMENT AND ACCEPTANCE OF ASSIGNMENT AND RELEASE VILLAMAR AMENITY CENTER CONSTRUCTION

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Henkelman Construction, Inc. ("**Contractor**"), hereby agrees as follows:

- (i) The agreement ("**Contractor Agreement**") between Highland Cassidy, LLC and Contractor dated June 15, 2020, has been assigned to the VillaMar Community Development District ("**District**"). Contractor acknowledges and accepts such assignment and its validity.
- (ii) Contractor represents and warrants that either:
 - a. <u>X</u> Contractor has or will furnish and record a performance and payment bond in accordance with Section 255.05, *Florida Statutes*, and has notified any subcontractors, material suppliers or others claiming interest in the work of the existence of the bond; or
 - b. Contractor has not been required to furnish or provide a performance and payment bond under Section 255.05, *Florida Statutes*, and has notified any subcontractors, materialmen or others claiming interest in the work that (a) no such bond exists; (b) the District, as a local unit of special purpose government, is not an "Owner" as defined in Section 713.01(23), *Florida Statutes*; and (c) there are no lien rights available to any person providing materials or services for improvements in connection with the Improvement Agreement.
- (iii) Contractor represents and warrants that all payments to any subcontractors or materialmen under the Contractor Agreement are current, there are no past-due invoices for payment due to the Contractor under the Contractor Agreement, and there are no outstanding disputes under the Contractor Agreement.
- (iv) Contractor hereby releases and waives any claim it may have against the District as a result of or in connection with such assignment.

[CONTINUED ON NEXT PAGE]

Under penalties of perjury, I declare that I have read the foregoing and the facts alleged are true and correct to the best of my knowledge and belief.

Executed this ____ day of _____, 2020.

HENKELMAN CONSTRUCTION, INC.

By: _____ Its: _____

STATE OF FLORIDA COUNTY OF

The foregoing instrument was acknowledged before me by means of \Box physical presence or \Box online notarization, this _____ day of _____, 2020, by ______, as _____, as _____, as _____

Name:

(Official Notary Signature)

[notary seal]

Personally Known OR Produced Identification Type of Identification _____

ADDENDUM ("ADDENDUM") TO CONTRACT ("CONTRACT") VILLAMAR AMENITY CENTER CONSTRUCTION

1. ASSIGNMENT. This Addendum applies to that certain Agreement between Owner and Contractor for VillaMar Amenity Center Construction, dated June 15, 2020 ("Contract") between the Highland Cassidy, LLC ("District") and Henkelman Construction, Inc. ("Contractor"), which Contract was assigned to the District simultaneous with the execution of this Addendum. To the extent the terms of the Contract conflict with this Addendum, the terms of this Addendum shall control.

2. PAYMENT AND PERFORMANCE BONDS; NO LIEN RIGHTS. Before commencing the work, and consistent with the requirements of Section 255.05, *Florida Statutes*, the Contractor shall execute, deliver to the District, and record in the public records of Polk County, Florida, a payment and performance bond with a surety insurer authorized to do business in this state as surety or, to the extent permitted by the District in its sole discretion, provide an alternative form of security as authorized under Section 255.05, *Florida Statutes*. The cost of such bond shall be added to Contractor's proposal and shall be invoiced to the District. Such bond and/or security shall be for 100% of the project cost and shall be in effect for a full year from the time of completion of the project. Contractor agrees that the District is a local unit of special-purpose government and not an "Owner" as defined in Section 713.01(23), Flo*rida Statutes*. Therefore, notwithstanding anything in the Contract to the contrary, there are no lien rights available to any person providing materials or services for improvements in connection with the project. Contractor shall notify any subcontractors, material suppliers or others claiming interest in the work of the existence of the payment and performance bond.

3. INSURANCE. In addition to the existing additional insureds under the Contract, the District, its officers, supervisors, agents, attorneys, engineers, managers, and representatives also shall be named as additional insureds under the insurance provided pursuant to the Contract. Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida. If Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

4. LOCAL GOVERNMENT PROMPT PAYMENT ACT. Notwithstanding any other provision of the Contract, all payments to the Contractor shall be made in a manner consistent with the Local Government Prompt Payment Act, Sections 218.70 through 218.80, *Florida Statutes*. Contractor shall make payments due to subcontractors and materialmen and laborers within ten (10) days in accordance with the prompt payment provisions contained in Section 218.735(6), 218.735(7), and 218.74, *Florida Statutes*. All payments due and not made within the time prescribed by Section 218.735, *Florida Statutes*, bear interest at the rate of one percent (1%) per month on the unpaid balance in accordance with Section 218.735(9), *Florida Statutes*.

5. **RETAINAGE.** The following provision addresses the holding of retainage under the Contract:

Prior to 50 percent completion of the construction services purchased pursuant to the Contract, the Owner may withhold from each progress payment made to the Contractor an amount not exceeding ten percent (10%) of the payment. After 50 percent completion of the construction services, the Contractor may present a payment request for up to one

half of the retainage held, less such amounts as may be withheld pursuant to this Contract or applicable law. After 50 percent completion of the construction services, and until final completion and acceptance of the Work by Owner, the Owner shall reduce to five percent (5%) the amount of retainage withheld from each subsequent progress payment made to the Contractor. Five percent of the contract price will be retained until final completion, acceptance of the Work, and final payment to the Contractor.

6. INDEMNIFICATION. Contractor's indemnification, defense, and hold harmless obligations under the Contract shall continue to apply to the original indemnitees and shall further include the District and its supervisors, consultants, agents, attorneys, managers, engineers and representatives. To the extent that a maximum limit for indemnification is required by law, and not otherwise set forth in the Contract, the indemnification limit shall be the greater of the limits of the insurance amounts set forth in the Contract or Three Million Dollars (\$3,000,000), which amounts Contractor agrees bears a reasonable commercial relationship to the Contract and are enforceable, and were included as part of the bid and/or assignment documents. The Contractor's obligations hereunder are intended to be consistent with all provisions of applicable law, and to the extent found inconsistent by a court of competent jurisdiction, the Contract shall be deemed amended and/or reformed consistent with the intent of this paragraph and such that the obligations apply to the maximum limits of the law.

7. TAX EXEMPT DIRECT PURCHASES. The parties agree that the District may in its sole discretion elect to undertake a direct purchase of any or all materials incorporated into the work performed according to the Contract. In such event, the following conditions shall apply:

- a. The District represents to Contractor that the District is a governmental entity exempt from Florida sales and use tax, and has provided Contractor with a copy of its Consumer Exemption Certificate.
- b. The District may elect to implement a direct purchase arrangement whereby the District will directly acquire certain materials ("**Direct Purchase Materials**") necessary for the work directly from the suppliers to take advantage of District's tax-exempt status.
- c. Prior to purchasing any materials, the Contractor shall contact the District to determine which materials will be treated as Direct Purchase Materials.
- d. The District shall issue a Certificate of Entitlement to each supplier of Direct Purchase Materials, and to the Contractor. Each Certificate of Entitlement will be in the format specified by Rule 12A-1.094(4)(c), Florida Administrative Code. Each Certificate of Entitlement shall have attached thereto the corresponding purchase order. Each Certificate of Entitlement shall affirm that (1) the attached purchase order is being issued directly to the vendor supplying the tangible personal property the Contractor will use in the identified public works; (2) the vendor's invoice will be issued directly to the District; (3) payment of the vendor's invoice will be made directly by the District to the vendor from public funds; (4) the District will take title to the tangible personal property from the vendor at the time of purchase or of delivery by the vendor; and (5) the District assumes the risk of damage or loss at the time of purchase or delivery by the vendor. Each Certificate of Entitlement shall acknowledge that if the Department of Revenue determines the purchase is not a taxexempt purchase by a governmental entity, then the District will be responsible for any tax, penalties and interest determined to be due.
- e. The District shall issue purchase orders directly to suppliers of Direct Purchase Materials. The District shall issue a separate Certificate of Entitlement for each purchase order. Such

purchase orders shall require that the supplier provide the required shipping and handling insurance and provide for delivery F.O.B. jobsite. Corresponding change orders shall be executed at the time of the direct purchase to reflect the direct purchases made by the District and if the original contract contemplated sale of materials and installation by same person, the change order shall reflect sale of materials and installation by different legal entities.

- f. Upon delivery of the Direct Purchase Materials to the jobsite, the District shall inspect the materials and invoices to determine that they conform to the purchase order. If the materials conform, the District shall accept and take title to the Direct Purchase Materials.
- g. Suppliers shall issue invoices directly to the District. The District shall process invoices and issue payment directly to the suppliers from public funds.
- h. Upon acceptance of Direct Purchase Materials, the District shall assume risk of loss of same until they are incorporated into the project. Contractor shall be responsible for safeguarding all Direct Purchase Materials and for obtaining and managing all warranties and guarantees for all material and products.
- i. The District shall, at its option, maintain builder's risk insurance on the Direct Purchase Materials.

8. PUBLIC RECORDS. The Contractor agrees and understands that Chapter 119, *Florida Statutes*, may be applicable to documents prepared in connection with the services provided hereunder and agrees to cooperate with public record requests made thereunder. In connection with this Contract, Contractor agrees to comply with all provisions of Florida's public records laws, including but not limited to Section 119.0701, *Florida Statutes*, the terms of which are incorporated herein. Among other requirements, Contractor must:

- a. Keep and maintain public records required by the District to perform the service.
- b. Upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*, or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Contractor does not transfer the records to the District.
- d. Upon completion of this Agreement, transfer, at no cost, to the District all public records in possession of the Contractor or keep and maintain public records required by the District to perform the service. If the Contractor transfers all public records to the District upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE PUBLIC RECORDS CUSTODIAN AT C/O JILL BURNS, GOVERNMENTAL MANAGEMENT SERVICES – CENTRAL FLORIDA, LLC, 219 EAST LIVINGSTON STREET, ORLANDO, FLORIDA 32801, PHONE (407) 841-5524, AND JBURNS@GMSCFL.COM

9. SOVEREIGN IMMUNITY. Nothing in the Contract shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, *Florida Statutes* or other statute, and nothing in the Contract shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

10. NOTICES. Notices provided to the District pursuant to the Contract shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the following individuals:

District:	VillaMar Community Development District 219 East Livingston Street Orlando, Florida 32801 Attn: District Manager
With a copy to:	Hopping Green & Sams, P.A. 119 South Monroe, Suite 300 Tallahassee, Florida 32301 Attn: District Counsel

11. SCRUTINIZED COMPANIES STATEMENT. Upon the Assignment, Contractor shall properly execute a sworn statement pursuant to Section 287.135(5), *Florida Statutes*, and by signing this Addendum represents that Contractor is able to execute such sworn statement. The statement shall be substantially in the form of the attached **Exhibit A**. If the Contractor is found to have submitted a false certification as provided in Section 287.135(5), *Florida Statutes*, or has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in the boycott of Israel, or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, the District may immediately terminate the Contract.

12. PUBLIC ENTITY CRIMES STATEMENT. Upon the Assignment, Contractor shall properly execute a sworn statement under Section 287.133(3)(a), *Florida Statutes*, regarding public entity crimes, and by signing this Addendum represents that Contractor is able to execute such sworn statement. The statement shall be substantially in the form of the attached **Exhibit B**.

13. TRENCH SAFETY ACT STATEMENTS. Upon the Assignment, Contractor shall properly execute a Trench Safety Act Compliance Statement and a Trench Safety Act Compliance Cost Statement, and by signing this Addendum represents that Contractor is able to execute such sworn statement. The statements shall be substantially in the form of the attached **Exhibit C**.

14. DISCRIMINATION STATEMENT. Upon the Assignment, Contractor shall properly execute a sworn statement under Section 287.134(2)(a), *Florida Statutes*, regarding discriminatory vendor list, and by signing this Addendum represents that Contractor is able to execute such sworn statement. The statement shall be substantially in the form of the attached **Exhibit D**.

15. CONSTRUCTION DEFECTS. PURSUANT TO SECTION 558.005, FLORIDA STATUTES, ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE <u>NOT</u> SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

IN WITNESS WHEREOF, the parties hereto hereby acknowledge and agree to this Addendum, executed on this _____ day of _____, 2020, effective as of the date of the Assignment of the Contract.

WITNESS:

HENKELMAN CONSTRUCTION, INC.

[Print Name]

By: ______ Its: _____

ATTEST:

VILLAMAR COMMUNITY DEVELOPMENT DISTRICT

Secretary

Warren K. "Rennie" Heath, II Chairperson, Board of Supervisors

Exhibit A: Scrutinized Companies Statement

Exhibit B: Public Entity Crimes Statement

Exhibit C: Trench Safety Act Statement

Exhibit D: Discrimination Statement

EXHIBIT A

SWORN STATEMENT PURSUANT TO SECTION 287.135(5), FLORIDA STATUTES, REGARDING SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN LIST OR SCRUTINIZED COMPANIES WITH ACTIVITIES IN THE IRAN PETROLEUM ENERGY SECTOR LIST

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

- 2. I understand that, subject to limited exemptions, Section 287.135, *Florida Statutes*, declares a company that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, *Florida Statutes*, or that has business operations in Cuba or Syria is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with a local governmental entity for goods or services.
- 3. Based on information and belief, at the time the entity submitting this sworn statement accepts assignment of its Contract with Highland Cassidy, LLC, to the VillaMar Community Development District, neither the entity, nor any of its officers, directors, executives, partners, shareholders, members, or agents, is listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria.
- 4. The entity will immediately notify the VillaMar Community Development District in writing if either the entity, or any of its officers, directors, executives, partners, shareholders, members, or agents, is placed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Sworn Statement under Section 287.135(5), *Florida Statutes*, Regarding Scrutinized Companies and all of the information provided is true and correct.

Signature by authorized representative

STATE OF FLORIDA COUNTY OF

Sworn to and subscribed before me by means of physical	presence or \Box online notarization, this o	lay of
, 2020, by	, as	
of Henkelman Construction, Inc.		

(Official N	lotary Signature)
Name:	
Personally Known	
OR Produced Identification	
Type of Identification	

[notary seal]

EXHIBIT B

<u>SWORN STATEMENT ON PUBLIC ENTITY CRIMES</u> PURSUANT TO SECTION 287.133(2)(a), FLORIDA STATUTES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

- 1. This sworn statement is submitted to VillaMar Community Development District.
- I, ______(print name of authorized representative) am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of _______(print individual's title) for Henkelman Construction, Inc., ("Contractor"), and am authorized to make this Sworn Statement on behalf of Contractor.
- 3. Contractor's business address is ______.
- 4. Contractor's Federal Employer Identification Number (FEIN) is ______.

(If the Contractor has no FEIN, include the Social Security Number of the individual signing this sworn statement: ______.)

- 5. I understand that a "public entity crime" as defined in Section 287.133(1)(g), *Florida Statutes*, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
- 6. I understand that "convicted" or "conviction" as defined in Section 287.133(1)(b), *Florida Statutes*, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
- 7. I understand that an "affiliate" as defined in Section 287.133(1)(a), *Florida Statutes*, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or,
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
- 8. I understand that a "person" as defined in Section 287.133(1)(e), *Florida Statutes* any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

9. Based on information and belief, the statement which I have marked below is true in relation to the Contractor submitting this sworn statement. (Please indicate which statement applies.)

Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity, have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

______ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (please indicate which additional statement applies):

There has been a proceeding concerning the conviction before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Florida Department of Management Services.)

IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR/VENDOR EXECUTING THIS PUBLIC ENTITY CRIME AFFIDAVIT TO VERIFY THAT NONE OF THE SUBCONTRACTORS/SUPPLIERS UTILIZED FOR THIS BID/QUOTE HAVE BEEN CONVICTED OF A PUBLIC ENTITY CRIME SUBSEQUENT TO JULY 1, 1989. IN THE EVENT IT IS LATER DISCOVERED THAT A SUBCONTRACTOR/SUPPLIER HAS BEEN CONVICTED OF A PUBLIC ENTITY CRIME, THE CONTRACTOR/VENDOR SHALL SUBSTITUTE THE SUBCONTRACTOR/ SUPPLIER WITH ANOTHER WHO HAS NOT RECEIVED A CONVICTION. ANY COST ASSOCIATED WITH THIS SUBSTITUTION SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR/VENDOR.

[CONTINUE ON NEXT PAGE]

Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Sworn Statement under Section 287.133(3)(a), Florida Statutes, Regarding Public Entity Crimes and all of the information provided is true and correct.

Dated this _____ day of ______, 2020.

By: ______ Title: _____

STATE OF FLORIDA COUNTY OF

Sworn to and subscribed before me by means of \Box physical presence or \Box online notarization, this _____ day of______, 2020, by ______, as _____ of Henkelman Construction, Inc.

[notary seal]

(Official Notary Signature)
Name: _____
Personally Known _____
OR Produced Identification _____ Type of Identification _____

EXHIBIT C

VILLAMAR COMMUNITY DEVELOPMENT DISTRICT TRENCH SAFETY ACT COMPLIANCE STATEMENT

INSTRUCTIONS

Because trench excavations on this project are expected to be in excess of 5 feet, Florida's Trench Safety Act, Sections 553.60 – 553.64, *Florida Statutes*, requires that construction on the project comply with Occupational Safety and Health Administration Standard 29 C.F.R.s. 1926.650 Subpart P. The Contractor is required to execute this Compliance Statement and the Compliance Cost Statement. The costs for complying with the Trench Safety Act must be incorporated into the Contract Price.

This form must be certified in the presence of a notary public or other officer authorized to administer oaths.

CERTIFICATION

- I understand that the Trench Safety Act requires me to comply with OSHA Standard 29 C.F.R.s. 1926.650 Subpart P. I will comply with The Trench Safety Act, and I will design and provide trench safety systems at all trench excavations in excess of five feet in depth for this project.
- 2. The estimated cost imposed by compliance with The Trench Safety Act will be:

Dated this _____ day of _____, 2020.

Contractor: HENKELMAN CONSTRUCTION, INC.

By:			
Title:			

STATE OF FLORIDA COUNTY OF _____

(Official Notary Signature)
Name:
Personally Known
OR Produced Identification
Type of Identification

as

[notary seal]

VILLAMAR COMMUNITY DEVELOPMENT DISTRICT TRENCH SAFETY ACT COMPLIANCE COST STATEMENT

INSTRUCTIONS

Because trench excavations on this Project are expected to be in excess of 5 feet, Florida's Trench Safety Act, Sections 553.60 - 553.64, Florida Statutes, requires that the Contractor submit a statement of the costs of complying with the Trench Safety Act. Said costs must also be incorporated into the Contract Price. This form must be certified in the presence of a notary public or other officer authorized to administer oaths. By executing this statement, Contractor acknowledges that included in the various items of its Contract Price are costs for complying with the Florida Trench Safety Act. The Contractor further identifies the costs as follows:

Type of Trench Safety Mechanism	Quantity	Unit Cost ¹	Item Total Cost
		Project Total	

Dated this day of , 2020.

Subcontractor:

By:_____ Title: _____

STATE OF FLORIDA COUNTY OF _____

Sworn to and subscribed before me by means of □ physical presence or □ online notarization, this _____ _____, 2020, by _____, of Henkelman Construction, Inc. _____ day of_____,

(Official Notary Signature)

as

[notary seal]

Name: Personally Known OR Produced Identification Type of Identification

¹ Use cost per linear square foot of trench excavation used and cost per square foot of shoring used.

EXHIBIT D

<u>VILLAMAR COMMUNITY DEVELOPMENT DISTRICT</u> <u>SWORN STATEMENT PURSUANT TO SECTION 287.134(2)(a), FLORIDA STATUTES,</u> <u>ON DISCRIMINATION</u>

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

- 1. This sworn statement is submitted to VillaMar Community Development District.
- 2. I, ______(print name of authorized representative) am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of ______(print individual's title) for Henkelman Construction, Inc., ("Contractor"), and am authorized to make this Sworn Statement on behalf of Contractor.
- 3. Contractor's business address is
- 4. Contractor's Federal Employer Identification Number (FEIN) is _____

(If the Contractor has no FEIN, include the Social Security Number of the individual signing this sworn statement: ______.)

- 5. I understand that a "discrimination" or "discriminated" as defined in Section 287.134(1)(b), *Florida Statutes*, means a determination of liability by a state circuit court or federal district court for a violation of any state or federal law prohibiting discrimination on the basis of race, gender, national origin, disability, or religion by an entity; if an appeal is made, the determination of liability does not occur until the completion of any appeals to a higher tribunal.
- 6. I understand that "discriminatory vendor list" as defined in Section 287.134(1)(c), *Florida Statutes*, means the list required to be kept by the Florida Department of Management Services pursuant to Section 287.134(3)(d), *Florida Statutes*.
- 7. I understand that "entity" as defined in Section 287.134(1)(e), *Florida Statutes*, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity.
- 8. I understand that an "affiliate" as defined in Section 287.134(1)(a), *Florida Statutes*, means:
 - a. A predecessor or successor of an entity that discriminated; or
 - b. An entity under the control of any natural person or entity that is active in the management of the entity that discriminated. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one entity of shares constituting a controlling interest in another entity, or a pooling of equipment or income among entities when not for fair market value under an arm's length agreement, shall be a prima facie case that one entity controls another entity
- 9. I understand that, pursuant to Section 287.134(2)(a), *Florida Statutes*, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier,

subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

- _____ Neither the entity submitting this sworn statement, nor any affiliate of the entity, has been placed on the discriminatory vendor list.
- ____ The entity submitting this sworn statement, or an affiliate of the entity, appears on the discriminatory vendor list.

IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR/VENDOR EXECUTING THIS AFFIDAVIT TO VERIFY THAT NONE OF THE SUBCONTRACTORS/SUPPLIERS UTILIZED FOR THIS BID/QUOTE HAVE BEEN PLACED ON THE DISCRIMINATORY VENDOR LIST. IN THE EVENT IT IS LATER DISCOVERED THAT A SUBCONTRACTOR/SUPPLIER HAS BEEN PLACED ON THE DISCRIMINATORY VENDOR LIST, THE CONTRACTOR/VENDOR SHALL SUBSTITUTE THE SUBCONTRACTOR/ SUPPLIER WITH ANOTHER WHO HAS NOT PLACED ON THE DISCRIMINATORY VENDOR LIST. ANY COST ASSOCIATED WITH THIS SUBSTITUTION SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR/VENDOR.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY.

Signature by authorized representative

STATE OF FLORIDA COUNTY OF _____

Sworn to and subscribed before me by means of \Box physical presence or \Box online notarization, this ______ day of ______, 2020, by ______, as _____, as ______, of Henkelman Construction, Inc.

(Official Notary Signature)

	2	\mathcal{O}	,	
Name:				
Personally Known				
OR Produced Identification				
Type of Identification				

[notary seal]

SECTION VI

RESOLUTION 2020-09

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE VILLAMAR COMMUNITY DEVELOPMENT DISTRICT ADOPTING THE ANNUAL MEETING SCHEDULE FOR FISCAL YEAR 2020-2021; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the VillaMar Community Development District (the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, and situated entirely within the City of Winter Haven, Polk County, Florida; and

WHEREAS, the District is required by Section 189.015, *Florida Statutes*, to file quarterly, semi-annually, or annually a schedule (including date, time, and location) of its regular meetings with local governing authorities; and

WHEREAS, further, in accordance with the above-referenced statute, the District shall also publish quarterly, semi-annually, or annually the District's regular meeting schedule in a newspaper of general paid circulation in the county in which the District is located; and

WHEREAS, the Board desires to adopt the Fiscal Year 2020-2021 annual meeting schedule attached as Exhibit A.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE VILLAMAR COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. The Fiscal Year 2020-2021 annual meeting schedule attached hereto and incorporated by reference herein as **Exhibit A** is hereby approved and shall be published in accordance with the requirements of Florida law and also provided to applicable governing authorities.

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

PASSED AND ADOPTED this 12th day of August 2020

ATTEST:

VILLAMAR COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: Fiscal Year 2020-2021 Annual Meeting Schedule

Exhibit A

BOARD OF SUPERVISORS MEETING DATES VILLAMAR COMMUNITY DEVELOPMENT DISTRICT FISCAL YEAR 2020-2021

The Board of Supervisors of the VillaMar Community Development District will hold their regular meetings for Fiscal Year 2020-2021 at The Offices of Cassidy Homes, 346 E. Central Avenue, Winter Haven, FL 33880 at 3:15 p.m. on the 2nd Wednesday of each month, unless otherwise indicated as follows:

October 14, 2020 November 11, 2020 December 9, 2020 January 13, 2021 February 10, 2021 March 10, 2021 April 14, 2021 May 12, 2021 June 9, 2021 July 14, 2021 August 11, 2021 September 8, 2021

Please note that due to the ongoing nature of the COVID-19 public health emergency, it may be necessary to hold the above referenced meetings utilizing communications media technology in order to protect the health and safety of the public or held at an alternative physical location other than the location indicated above. To that end, anyone wishing to participate in such meetings should contact the District Manager's Office prior to each meeting to confirm the applicable meeting access and/or location information. Additionally, interested parties may refer to the District's website for the latest information: <u>http://villamarcdd.com/</u>.

The meetings are open to the public and will be conducted in accordance with the provision of Florida Law for Community Development Districts. The meetings may be continued to a date, time, and place to be specified on the record at the meeting. A copy of the agenda for these meetings may be obtained from Governmental Management Services – Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801 or by calling (407) 841-5524.

There may be occasions when one or more Supervisors or staff will participate by telephone. Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (407) 841-5524 at least 48 hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Office.

A person who decides to appeal any decision made at the meeting with respect to any matter considered at the meeting is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

District Manager

SECTION VII

Addendum to an Existing Contract

This document is in reference to a contract agreement deted <u>GB // Ctt // 2020</u>, between the following parties that are named below in this document.

May it be known that the undersigned parties, for gambiaons idention, do hardby agree to mike the following charges and / or additions that are outlined below. These additions shall be made valid as if they are included in the original stated contract. These charges have been made due to the addition of Conningham Rd added to the Ville Mar subdivision contract.

Stated Contract for: ______ Villa Mar Lawn Maintenance Agreement 2020-2021

Maintenance Base Price	42 cuts per year 12 irrigation inspections	\$ 2,240 \$ 90.00	
	TOTAL ANNUAL COST	\$ 27,900.00	
	TOTAL MONTHLY PAYMENT	\$ 2,330.00	

<u>Ville Mar</u> EXINTA

No other terms or conditions of the above-mentioned contract shall be negated or changed as a result of this here stated addendum.

Signature.

Prime Name_lan Prin Date 06/16/2020 Signal Heath Im 6/18/20 Print Nam Witness-HA Witness#2)

SECTION VIII

VILLAMAR COMMUNITY DEVELOPMENT DISTRICT REQUEST FOR PROPOSALS

CONSTRUCTION SERVICES FOR MASTER PROJECT IMPROVEMENTS (PHASE 3) POLK COUNTY, FLORIDA

Notice is hereby given that the VillaMar Community Development District ("District") will receive proposals for the following District project:

Master project construction site work for Phase 3, including offsite improvements, stormwater management, utilities, roadways, entry feature & signage, and parks and recreation facilities.

The Project Manual will be available beginning Tuesday, August 18, 2020 at 8:00 AM EST at the offices of the VillaMar Community Development District's ("District's") Engineer, Wood & Associates Engineering, LLC, located at 1925 Bartow Road, Lakeland, Florida 33801 or by calling (863) 940-2040 or emailing dennis@woodcivil.com. Each Project Manual will include, but not be limited to, the Request for Proposals, proposal and contract documents, and construction plans and specifications.

The District reserves the right to reject any and all proposals, make modifications to the work, award the contract in whole or in part with or without cause, provide for the delivery of the project in phases, and waive minor or technical irregularities in any Proposal, as it deems appropriate, if it determines in its discretion that it is in the District's best interests to do so. Each proposal shall be accompanied by a proposal guarantee in the form of a proposal bond or certified cashier's check in an amount not less than five percent (5%) of the total bid to be retained in the event the successful proposer fails to execute a contract with the District and file the requisite Performance and Payment Bonds and insurance within fourteen (14) calendar days after the receipt of the Notice of Award.

Any person who wishes to protest the Project Manual, or any component thereof, shall file with the District a written notice of protest within seventy-two (72) calendar hours (excluding Saturdays, Sundays, and state holidays) after the Project Manual is made available, and shall file a formal written protest with the District within seven (7) calendar days (including Saturdays, Sundays, and state holidays) after the date of timely filing the initial notice of protest. Filing will be perfected and deemed to have occurred upon receipt by the District Engineer directed to Dennis Wood at dennis@woodcivil.com. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object to or protest the contents of the District's Project Manual. The formal written protest shall state with particularity the facts and law upon which the protest is based.

Ranking of proposals will be made on the basis of qualifications according to the evaluation criteria contained within the Project Manual; however, please note that proposals received from firms failing to meet the following minimum qualifications/requirements will not be considered or evaluated: (1) Proposer will have constructed three (3) improvements similar in quality and scope with a minimum of \$1,000,000 in total volume construction cost within the last five (5) years; (2) Proposer will have minimum bonding capacity of \$1,000,000 from a surety company acceptable to the District; (3) Proposer is authorized to do business in Florida; and (4) Proposer is registered with Polk County and is a licensed contractor in the State of Florida.

Any and all questions relative to this project shall be directed in email only to dennis@woodcivil.com no later than 8:00 AM EST, on Friday, September 4, 2020.

Firms desiring to provide services for this project must submit one (1) original and (1) electronic copy in PDF included with the submittal package of the required proposal no later than 12:00 PM EST, Friday, September 18, 2020, at the offices of Wood & Associates Engineering, LLC, 1925 Bartow Road Lakeland, FL 33801. Proposals shall be submitted in a sealed opaque package, shall bear the name of the proposer on the outside of the package and shall identify the name of the project. Proposals will be opened at a public meeting to be held at 12:00 PM EST, Friday, September 18, 2020, at the offices of Wood & Associates Engineering, LLC, 1925 Bartow Road, Lakeland, FL 33801. No official action will be taken at the meeting. Proposals received after the time and date stipulated above will be returned unopened to the proposer. Any proposal not completed as specified or missing the required proposal documents as provided in the Project Manual may be disqualified.

VillaMar Community Development District District Manager

Run Date: Tuesday, August 18, 2020

VILLAMAR COMMUNITY DEVELOPMENT DISTRICT **EVALUATION CRITERIA**

CONSTRUCTION SERVICES FOR MASTER PROJECT IMPROVEMENTS (PHASE 3) POLK COUNTY, FLORIDA

E.g., geographic location of firm's headquarters; adequacy and capabilities of key personnel, including the project manager and field supervisor; present ability to manage this project; evaluation of existing work load; proposed staffing levels, etc.

EXPERIENCE

PERSONNEL

E.g., past record and experience of the respondent in self performing similar projects; past performance for this District and other community development district's in other contracts; character, integrity, reputation of respondent, etc.;

Demonstration of the Proposer's understanding of the project requirements.

FINANCIAL CAPABILITY

UNDERSTANDING SCOPE OF WORK

Extent to which the proposal demonstrates the adequacy of the Proposer's financial resources and stability as a business entity, necessary to complete the services required.

SCHEDULE

Demonstration of Proposer's understanding (through presentation in the proposal of a milestone schedule) of how to meet the required substantial and final completion dates. Consideration will be given to proposers that indicate an ability to credibly complete the project in advance of the required substantial and final completion dates without a premium cost for accelerated work.

PRICE

Points available for price will be allocated as follows:

15 Points will be awarded to the Proposer submitting the lowest cost proposal for completing the work. All other Proposers will receive a percentage of this amount based upon the difference between the Proposer's bid and the low proposer.

10 Points are allocated for the reasonableness of unit prices and balance of proposer.

(100 POINTS)

(10 POINTS)

(20 POINTS)

(5 POINTS)

(15 POINTS)

(25 POINTS)

(25 POINTS)

SECTION IX

SECTION C

VillaMar CDD Field Management Report

Ongoing Services

- Regular Drive throughs of property performed to note contractor performance and site status.
- Regular meetings and discussion with contractor regarding maintenance.
- Working with landscaper to add areas for maintenance as the come.



Maintenance Items



- Leaning stop sign to be corrected.
- Some sod to be added to pond banks in areas.
- Monitoring streetlights and signage for damages and issues.
- Monitoring all CDD areas for damage due to construction or other ways

LUCERNE PARK CDD | GMS 2020

Conclusion

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

Respectfully,

Clayton Smith

SECTION D

SECTION 1

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Summary of Checks

April 17, 2020 to August 4, 2020

Compl

Bank	Date	Check No.'s	Amount		
General Fund	6/18/20	62-72	\$	21,207.90	
	6/26/20	73	\$	1,845.23	
	7/8/20	74	\$	4,095.43	
	7/13/20	75-76	\$	2,382.00	
	7/17/20	77	\$	682.50	
	7/27/20	78	\$	1,882.00	
			\$	32,095.06	
			Ş	32,095.06	

*** Ck #65 VOID

AP300R *** CHECK DATES	YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTE 06/17/2020 - 08/04/2020 *** VILLAMAR CDD - GENERAL FUND BANK A VILLAMAR CDD	R CHECK REGISTER	RUN 8/05/20	PAGE 1
CHECK VEND# DATE	INVOICEEXPENSED TO VENDOR NAME DATE INVOICE YRMO DPT ACCT# SUB SUBCLASS	STATUS	AMOUNT	CHECK AMOUNT #
6/18/20 00007	5/13/20 AR051320 202005 310-51300-11000	*	200.00	
	SUPERVISOR FEE 05/16/20 ANDREW RHINEHART			200.00 000062
6/18/20 00017	ANDREW RHINEHART 5/18/20 349809 202005 310-51300-31500 AUDIT/FIN STATEMENT FY19	*	3,475.00	
	AUDIT/FIN STATEMENT FY19 BERGER,TOMB,ELAM, GAINES & FRA	NK		3,475.00 000063
6/18/20 00010	5/13/20 BW051620 202005 310-51300-11000	*	200.00	
	SUPERVISOR FEES 05/13/20 6/10/20 BW061020 202006 310-51300-11000 SUPERVISOR FEE 06/20	*	200.00	
	BRIAN WALSH			400.00 000064
6/18/20 99999	6/18/20 VOID 202006 000-00000-00000	C	.00	
	VOID CHECK *****INVALID VENDOR NUMBER*	* * * * *		.00 000065
6/18/20 00009	6/18/20 VOID 202006 000-00000-00000 VOID CHECK ******INVALID VENDOR NUMBER* 3/01/20 202003 310-51300-34000	*	2,916.67	
	3/01/20 20 202003 310-51300-35100 INFORMATION TECH-MAR20	*	75.00	
	3/01/20 20 202003 310-51300-31300 DISSEMINATION-MAR20	*	416.67	
	3/01/20 20 202003 310-51300-51000	*	2.62	
	OFFICE SUPPLIES 3/01/20 20 202003 310-51300-42000 POSTAGE	*	11.22	
	3/01/20 20 202003 310-51300-42500 COPIES	*	25.35	
	4/01/20 21 202004 310-51300-34000 MANAGEMENT FEES-APR20	*	2,916.67	
	4/01/20 21 202004 310-51300-35100 INFORMATION TECH-APR20	*	75.00	
	4/01/20 21 202004 310-51300-31300 DISSEMINATION-APR20	*	416.67	
	4/01/20 22 202004 310-51300-51000 OFFICE SUPPLIES	*	.03	
	4/01/20 22 202004 310-51300-42000 POSTAGE	*	25.80	
	5/01/20 23 202005 310-51300-34000 MANAGEMENT FEE 05/20	*	2,916.67	
	5/01/20 23 202005 310-51300-35100 INFORMATION TECH 05/20	*	75.00	
	5/01/20 23 202005 310-51300-31300 DISSEMINATION AGNT SERVIC	*	416.67	

VMCD VILLAMAR CDD IAGUILAR

AP300R YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 8/05/20 *** CHECK DATES 06/17/2020 - 08/04/2020 *** VILLAMAR CDD - GENERAL FUND BANK A VILLAMAR CDD

PAGE 2

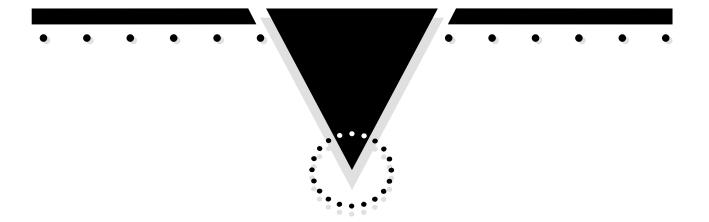
CHECK VEND#INVOICE..... ...EXPENSED TO... DATE DATE INVOICE YRMO DPT ACCT# SUB SUBCLASS VENDOR NAME STATUS AMOUNTCHECK.... AMOUNT # * 202005 310-51300-51000 5/01/20 23 .15 OFFICE SUPPLIES 5/01/20 23 202005 310-51300-42000 * 5.16 POSTAGE 6/01/20 24 202006 310-51300-34000 * 2,916,67 MANAGEMENT FEES 06/2020 6/01/20 24 202006 310-51300-35100 * 75.00 INFORMATION TECH 06/2020 6/01/20 24 202006 310-51300-31300 * 416.67 DISSEMINATION AGNT SERVIC 6/01/20 24 202006 310-51300-51000 * 2.53 OFFICE SUPPLIES 6/01/20 24 202006 310-51300-42000 * 37.17 POSTAGE 6/01/20 24 202006 310-51300-42500 * 2.40 COPIES 13,745.79 000066 GOVERNMENTAL MANAGEMENT SERVICES - - - - - - - -* 6/18/20 00003 4/16/20 114168 202003 310-51300-31500 598.95 ATT/AUDIT/REPORT 03/20 5/22/20 114891 202004 310-51300-31500 * 785.00 ATT/MON MEETING 04/2020 1,383.95 000067 HOPPING GREEN & SAMS _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ 6/18/20 00005 6/10/20 JA061020 202006 310-51300-11000 * 200.00 SUPERVISOR FEE 06/20 200.00 000068 JOEL ADAMS _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ 6/18/20 00008 5/13/20 LS051320 202005 310-51300-11000 * 200.00 SUPERVISOR FEES 05/13/20 6/10/20 LS061020 202006 310-51300-11000 * 200.00 SUPERVISOR FEE 06/20 LAUREN SCHWENK 400.00 000069 _ _ _ _ _ _ _ _ _ _ _ - - - - - - -6/18/20 00015 5/13/20 2203 202005 320-53800-46200 * 512.00 LANDSCAPE MAINT 05/20 PRINCE & SONS INC. 512.00 000070 _ _ _ _ _ _ _ _ _ _ _ _ _ - - - - - - -6/18/20 00004 5/13/20 RH051320 202005 310-51300-11000 * 200.00 SUPERVISOR FEE 05/13/20 6/10/20 RH061020 202006 310-51300-11000 200.00 SUPERVISOR FEE 06/20 RENNIE HEATH 400.00 000071 - - - - - - - - - -6/18/20 00016 5/06/20 1038650 202005 310-51300-48000 * 491.16 NOT/BOARD SUPER MEETING THE LEDGER NEWS CHIEF 491.16 000072 _ _ _ _ _ _ _ _ _ _ _ _ _

VMCD VILLAMAR CDD IAGUILAR

AP300R YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 8/05/20 *** CHECK DATES 06/17/2020 - 08/04/2020 *** VILLAMAR CDD - GENERAL FUND BANK A VILLAMAR CDD	
CHECK VEND#INVOICEEXPENSED TO VENDOR NAME STATUS AMOUNT . DATE DATE INVOICE YRMO DPT ACCT# SUB SUBCLASS A	CHECK AMOUNT #
6/26/20 00003 6/19/20 115397 202005 310-51300-31500 * 1,845.23 GEN/REVIEW/ATTEND/CONFER	
	,845.23 000073
7/08/20 00009 7/01/20 25 202007 310-51300-34000 * 2,916.67 MANAGEMENT FEES-JULY 2020	
7/01/20 25 202007 310-51300-35100 * 75.00	
INFORMATION TECH-JULY 20 7/01/20 25 202007 310-51300-31300 * 416.67 DISSEMINATION-JULY 2020	
7/01/20 25 202007 310-51300-51000 * 2.83	
OFFICE SUPPLIES-JULY 2020 7/01/20 25 202007 310-51300-42000 * 55.66 POSTAGE-JULY 2020	
7/01/20 25 202007 310-51300-42500 * 3.60	
COPIES 7/01/20 26 202007 320-53800-12000 * 625.00 FILED MANAGEMENT-JULY 20	
	,095.43 000074
7/13/20 00018 6/26/20 1 202006 310-51300-31300 * 500.00 AMORT SCH 2019 8/1/20	
DISCLOSURE SERVICES LLC	500.00 000075
7/13/20 00015 6/03/20 2324 202006 320-53800-46200 * 1,882.00 LANDSCAPE MAINT 06/2020	
PRINCE & SONS INC. 1,	,882.00 000076
7/17/20 00016 6/30/20 1039400 202006 310-51300-48000 * 682.50 NOT OF SUPER MEET 6/03/20	
NOT OF SUPER MEET 0703/20 THE LEDGER NEWS CHIEF	682.50 000077
7/27/20 00015 7/01/20 2438 202007 320-53800-46200 * 1,882.00 LANDSCAPE MAINT 07/2020	
LANDSCAPE MAINT 07/2020 PRINCE & SONS INC. 1,	,882.00 000078
TOTAL FOR BANK A 32,095.06	
TOTAL FOR REGISTER 32,095.06	

VMCD VILLAMAR CDD IAGUILAR

SECTION 2



VILLAMAR Community Development District

Unaudited Financial Reporting

June 30, 2020



Table of Contents

1	Balance Sheet
2	General Fund Income Statement
3	Debt Service Fund Income Statement
4	Capital Projects Fund Income Statement
5-6	Month to Month
7	Developer Contribution Schedule
8	Long Term Debt Report
9-11	Series 2019 Construction Schedule

COMMUNITY DEVELOPMENT DISTRICT

BALANCE SHEET

June 30, 2020

	General Fund	Debt Service Fund	Capital Projects Fund	Totals FY20
ASSETS:				
CASH				
OPERATING ACCOUNT	\$21,977			\$21,977
<u>SERIES 2019</u>				
RESERVE		\$449,428		\$449,428
REVENUE		\$58,564		\$58,564
INTEREST		\$2,580		\$2,580
PREPAYMENT		\$294,009		\$294,009
CONSTRUCTION			\$18,205	\$18,205
TOTAL ASSETS	\$21,977	\$804,581	\$18,205	\$844,763
LIABILITIES:				
ACCOUNTS PAYABLE	\$3,065			\$3,065
RETAINAGE PAYABLE			\$117,464	\$117,464
FUND EQUITY:				
FUND BALANCES:				
UNASSIGNED	\$18,912			\$18,912
RESERVED FOR DEBT SERVICE		\$804,581		\$804,581
RESERVED FOR CAPITAL PROJECTS			(\$99,259)	(\$99,259)
TOTAL LIABILITIES & FUND EQUITY	\$21,977	\$804,581	\$18,205	\$844,763

COMMUNITY DEVELOPMENT DISTRICT

GENERAL FUND

Statement of Revenues & Expenditures

For The Period Ending June 30, 2020

	ADOPTED	PRORATED BUDGET	ACTUAL		
	BUDGET	THRU 06/30/20	THRU 06/30/20	VARIANCE	
<u>REVENUES:</u>					
ASSESSMENTS - LOT CLOSINGS	\$0	\$0	\$41,688	\$41,688	
DEVELOPER CONTRIBUTIONS	\$260,126	\$20,000	\$20,000	\$0	
TOTAL REVENUES	\$260,126	\$20,000	\$61,688	\$41,688	
EXPENDITURES:					
ADMINISTRATIVE:					
SUPERVISORS FEES	\$12,000	\$9,000	\$3,200	\$5,800	
ENGINEERING	\$20,000	\$15,000	\$0	\$15,000	
ATTORNEY	\$25,000	\$18,750	\$9,364	\$9,386	
ANNUAL AUDIT	\$4,000	\$0	\$0	\$0	
ASSESMENT ADMINISTRATION	\$5,000	\$0	\$0	\$0	
ARBITRAGE	\$650	\$0	\$0	\$0	
DISSEMINATION	\$5,000	\$3,750	\$4,250	(\$500)	
TRUSTEE FEES	\$3,500	\$0	\$0	\$0	
MANAGEMENT FEES	\$35,000	\$26,250	\$26,250	(\$0)	
INFORMATION TECHNOLOGY	\$900	\$675	\$675	\$0	
TELEPHONE	\$250	\$188	\$15	\$172	
POSTAGE	\$850	\$638	\$103	\$535	
INSURANCE	\$5,500	\$5,500	\$5,125	\$375	
PRINTING & BINDING	\$1,000	\$750	\$130	\$620	
LEGAL ADVERTISING	\$10,000	\$7,500	\$2,652	\$4,848	
OTHER CURRENT CHARGES	\$1,000	\$750	\$0	\$750	
BOUNDARY AMENDMENT EXPENSES	\$0	\$0	\$1,500	(\$1,500)	
OFFICE SUPPLIES	\$500	\$375	\$14	\$361	
	\$550	\$413	\$0	\$413	
DUES, LICENSES, & SUBSCRIPTIONS	\$175	\$175	\$175	\$0	
TOTAL ADMINISTRATIVE:	\$130,875	\$89,713	\$53,453	\$36,259	
OPERATION & MAINTENANCE:					
PROPERTY INSURANCE	\$5,000	\$0	\$0	\$0	
LANDSCAPE MAINTENANCE	\$67,200	\$50,400	\$2,394	\$48,006	
LANDSCAPE REPLACEMENT	\$7,500	\$5,625	\$0	\$5,625	
FERTILIZATION	\$16,364	\$12,273	\$0	\$12,273	
PEST CONTROL	\$120	\$0	\$0	\$0	
JANITORIAL SERVICE	\$800	\$0	\$0	\$0	
POOL MAINTENANCE	\$2,667	\$0	\$0	\$0	
AMENITY - ELECTRIC	\$2,000	\$0	\$0	\$0	
AMENITY - WATER	\$600	\$0	\$0	\$0	
STREETLIGHTS	\$10,000	\$7,500	\$0	\$7,500	
GENERAL REPAIRS & MAINTENANCE	\$2,000	\$1,500	\$0	\$1,500	
CONTINGENCY	\$15,000	\$11,250	\$0	\$11,250	
TOTAL OPERATIONS & MAINTENANCE	\$129,251	\$88,548	\$2,394	\$86,154	
TOTAL EXPENDITURES	\$260,126	\$178,261	\$55,847	\$122,413	
EXCESS REVENUES (EXPENDITURES)	\$0		\$5,841		
FUND BALANCE - BEGINNING	\$0		\$13,071		
FUND BALANCE - ENDING	\$0		\$18,912		
	70		+		

COMMUNITY DEVELOPMENT DISTRICT

DEBT SERVICE FUND SERIES 2019

Statement of Revenues & Expenditures

For The Period Ending June 30, 2020

	ADOPTED BUDGET	PRORATED BUDGET	ACTUAL	
REVENUES:	BODGET	THRU 06/30/20	THRU 06/30/20	VARIANCE
ASSESSMENTS	\$166,231	\$0	\$0	\$0
ASSESSMENTS - PREPAYMENTS	\$0	\$0	\$289,333	\$289,333
ASSESSMENTS - LOT CLOSINGS	\$0	\$0	\$57,012	\$0
INTEREST	\$0	\$0	\$4,741	\$4,741
TOTAL REVENUES	\$166,231	\$0	\$351,086	\$294,074
EXPENDITURES:				
INTEREST EXPENSE - 11/1	\$116,362	\$116,362	\$116,362	\$0
INTEREST EXPENSE - 5/1	\$166,231	\$116,362	\$166,231	(\$49,869)
TOTAL EXPENDITURES	\$282,593	\$232,724	\$282,593	(\$49,869)
OTHER FINANCING SOURCES:				
TRANSFER IN (OUT)	\$0	\$0	\$105	\$105
TOTAL OTHER FINANCING SOURCES (USES)	\$0	\$0	\$105	\$105
EXCESS REVENUES (EXPENDITURES)	(\$116,362)		\$68,597	
FUND BALANCE - BEGINNING	\$282,593		\$735,983	
FUND BALANCE - ENDING	\$166,231		\$804,581	

COMMUNITY DEVELOPMENT DISTRICT

CAPITAL PROJECTS FUND SERIES 2019

Statement of Revenues & Expenditures

For The Period Ending June 30, 2020

	ADOPTED	PRORATED BUDGET	ACTUAL		
<u>REVENUES:</u>	BUDGET	THRU 06/30/20	THRU 06/30/20	VARIANCE	
DEVELOPER CONTRIBUTIONS	\$0	\$0	\$801,698	\$801,698	
INTEREST	\$0 \$0	\$0 \$0	\$11,619	\$11,619	
TOTAL REVENUES	\$0	\$0	\$813,318	\$813,318	
EXPENDITURES:					
CAPITAL OUTLAY	\$0	\$0	\$3,123,101	(\$3,123,101)	
CAPITAL OUTLAY - COST OF ISSUANCE	\$0	\$0	\$0	\$0	
TOTAL EXPENDITURES	\$0	\$0	\$3,123,101	(\$3,123,101)	
OTHER FINANCING SOURCES:					
TRANSFER IN (OUT)	\$0	\$0	(\$105)	(\$105)	
TOTAL OTHER FINANCING SOURCES (USES)	\$0	\$0	(\$105)	(\$105)	
EXCESS REVENUES (EXPENDITURES)	\$0		(\$2,309,889)		
FUND BALANCE - BEGINNING	\$0		\$2,210,629		
FUND BALANCE - ENDING	\$0		(\$99,259)		

VILLAMAR Community Development District

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
<u>REVENUES:</u>	<u>.</u>												
ASSESSMENTS - LOT CLOSINGS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$41,688	\$0	\$0	\$0	\$41,688
DEVELOPER CONTRIBUTIONS	\$0	\$20,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$20,000
TOTAL REVENUES	\$0	\$20,000	\$0	\$0	\$0	\$0	\$0	\$0	\$41,688	\$0	\$0	\$0	\$61,688
EXPENDITURES:													
ADMINISTRATIVE:													
SUPERVISORS FEES	\$0	\$1,000	\$0	\$0	\$600	\$0	\$0	\$800	\$800	\$0	\$0	\$0	\$3,200
ENGINEERING	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
ATTORNEY	\$344	\$1,044	\$515	\$757	\$0	\$599	\$785	\$5,320	\$0	\$0	\$0	\$0	\$9,364
ANNUAL AUDIT	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
ASSESSMENT ADMINISTRATION	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
ARBITRAGE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
DISSEMINATION	\$417	\$417	\$417	\$417	\$417	\$417	\$417	\$417	\$917	\$0	\$0	\$0	\$4,250
TRUSTEE FEES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
MANAGEMENT FEES	\$2,917	\$2,917	\$2,917	\$2,917	\$2,917	\$2,917	\$2,917	\$2,917	\$2,917	\$0	\$0	\$0	\$26,250
INFORMATION TECHNOLOGY	\$75	\$75	\$75	\$75	\$75	\$75	\$75	\$75	\$75	\$0	\$0	\$0	\$675
TELEPHONE	\$15	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$15
POSTAGE	\$1	\$4	\$8	\$7	\$5	\$11	\$26	\$5	\$37	\$0	\$0	\$0	\$103
INSURANCE	\$5,125	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,125
PRINTING & BINDING	\$43	\$32	\$25	\$2	\$1	\$25	\$0	\$0	\$2	\$0	\$0	\$0	\$130
LEGAL ADVERTISING	\$908	\$296	\$4	\$0	\$267	\$4	\$0	\$491	\$683	\$0	\$0	\$0	\$2,652
OTHER CURRENT CHARGES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
BOUNDARY AMENDMENT EXPENSES	\$0	\$0	\$0	\$0	\$0	\$1,500	\$0	\$0	\$0	\$0	\$0	\$0	\$1,500
OFFICE SUPPLIES	\$3	\$3	\$3	\$0	\$0	\$3	\$0	\$0	\$3	\$0	\$0	\$0	\$14
TRAVEL PER DIEM	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
DUES, LICENSES, & SUBSCRIPTIONS	\$175	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$175
TOTAL ADMINISTRATIVE	\$10,021	\$5,786	\$3,963	\$4,174	\$4,281	\$5,551	\$4,219	\$10,025	\$5,433	\$0	\$0	\$0	\$53,453

VILLAMAR Community Development District

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
OPERATION & MAINTENANCE:													
CONTRACT SERVICES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
PROPERTY INSURANCE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
LANDSCAPE MAINTENANCE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$512	\$1,882	\$0	\$0	\$0	\$2,394
LANDSCAPE REPLACEMENT	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FERTILIZATION	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
PEST CONTROL	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
JANITORIAL SERVICE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
POOL MAINTENANCE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
AMENITY - ELECTRIC	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
AMENITY - WATER	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
STREETLIGHTS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
GENERAL REPAIRS & MAINTENANCE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CONTINGENCY	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL OPERATION & MAINTENANCE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$512	\$1,882	\$0	\$0	\$0	\$2,394
TOTAL EXPENDITURES	\$10,021	\$5,786	\$3,963	\$4,174	\$4,281	\$5,551	\$4,219	\$10,537	\$7,315	\$0	\$0	\$0	\$55,847
			(*******	(/+ · ·		(4	4-	t=
EXCESS REVENUES/(EXPENDITURES)	(\$10,021)	\$14,214	(\$3,963)	(\$4,174)	(\$4,281)	(\$5,551)	(\$4,219)	(\$10,537)	\$34,374	\$0	\$0	\$0	\$5,841

VillaMar Community Development District Developer Contributions/Due from Developer

Funding	Prepared	Payment		Total	General	General	Over and
Request	Date	Deposited	Check/Wire	Funding	Fund	Fund	(short)
#		Date	Amount	Request	Portion (FY19)	Portion (FY20)	Balance Due
FY19							
1	11/29/18	5/20/19	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ -	\$-
2	6/13/19	7/3/19	\$ 60,000.00	\$ 60,000.00	\$ 60,000.00	\$ -	\$-
3	9/30/19	10/8/19	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ -	\$-
FY20							
1	11/5/19	11/19/19	\$ 20,000.00	\$ 20,000.00	\$-	\$ 20,000.00	\$-
2	3/5/20	VOID		\$-	\$-	\$ -	\$ -
Due from De	veloper		\$ 120,000.00	\$ 120,000.00	\$ 100,000.00	\$ 20,000.00	\$ -

Total Developer Contributions FY20

\$ 20,000.00

VILLAMAR <u>Community Development District</u>

LONG TERM DEBT REPORT

SERIES 2019, SPECIAL ASSESSMENT REVENUE BONDS

CURRENT BONDS OUTSTANDING	\$7,180,000
BONDS OUTSTANDING - 06/25/19	\$7,180,000
RESERVE FUND BALANCE	\$449,428
RESERVE FUND REQUIREMENT	\$450,869
RESERVE FUND DEFINITION	MAXIMUM ANNUAL DEBT SERVICE
MATURITY DATE:	5/1/2050
INTEREST RATE:	3.750%, 4.000%, 4.625%, 4.875%%

Special Assessment Revenue Bonds, Series 2019

Date	Requisition #	Contractor	Contractor Description			
Fiscal Year 2019					Requisition	
6/28/19	2	Highland Sumner, LLC	Reimbursement of construction related costs	\$	1,536.00	
6/28/19	3	Heath Construction & Management, LLC	Invoices: 177, 188, 189 & 199 - Construction Management 05/01/19 to 06/15/19	\$	15,000.00	
6/28/19	4	QGS Development, Inc.	Pay Application 1 - Phase 1 Construction	\$	110,256.78	
6/28/19	5	Horner Environmental Professionals, Inc.	Invoice: 215693 - Phase 1&2 Environmental Services - April 2019	\$	322.50	
6/28/19	6	Forterra Pipe & Precast, LLC	Invoice: 11677110 - Construction material through June 11, 2019	Ś	9,596.32	
6/28/19	7	Hopping, Green & Sams	Invoices: 105198, 105742, 106415, 107001 & 107707 - Legal Services	Ś	8,500.81	
6/28/19	8	Highland Cassidy, LLC	Reimbursement of construction related costs	\$	300,231.75	
7/9/19	9	Forterra Pipe & Precast, LLC	Invoice: 11678571 - Construction material through June 25, 2019	Ś	8,574.48	
7/9/19	10	Wood & Associates Engineering, LLC	Invoice: 258 - Postage and blue printing services	Ś	127.20	
7/31/19	11	Heath Construction & Management, LLC	Invoices: 223 & 234 - Construction Management 06/16/19 to 07/15/19	ŝ	6,000.00	
7/31/19	12	Wood & Associates Engineering, LLC	Invoice: 327 - Review and approval of PLUM report, bond forms and requisitions	ŝ	312.50	
7/31/19	13	Greenberg Traurig, P.A.	Invoice: 5110722 - TRAID filing reimbursement	\$	702.50	
7/31/19	14	Hopping, Green & Sams	Invoice: 108318 - Project Constuction Legal Services - May 2019	\$	228.29	
7/31/19	14	Atlantic TNG, LLC	Phase 1 Construction Materials per Change Order 1	\$	26,840.00	
7/31/19	16	Atlantic TNG, LLC	Phase 1 Construction Materials per Change Order 2	\$	69,933.00	
7/31/19	17	The Kearney Companies, LLC	Pay Application 1 - Phase 2 Construction	\$	326,184.22	
8/6/19	18	Ferguson Waterworks	Invoices: 1754054 - 1755956 Phase 2 Construction Materials per Change Order 1	\$	137,451.7	
8/6/19	19	Atlantic TNG, LLC	Invoices: 124218 - 124387 Phase 2 Construction Materials per Change Order 1	\$	39,175.00	
8/6/19	20	Forterra Pipe & Precast, LLC	Invoice: 11678278 - Phase 2 Construction Materials per Change Order 1	\$	65,637.20	
8/6/19	21	Florida Soil Cement Co., LLC	Invoice: 19064 - Phase 2 Construction Materials per Change Order 1	\$	3,202.98	
8/6/19	22	QGS Development, Inc.	Pay Application 2 - Phase 1 Construction	\$	210,118.45	
8/6/19	23	Wildlife Foundation of Florida	Invoice: 19102930 - Gopher Tortoise Conservation Disturbed Site	\$	17,613.00	
8/6/19	24	Wood & Associates Engineering, LLC	Invoice: 329 - Phase 1 Engineering Contract Progress Billing through 07/07/19	\$	1,662.50	
8/15/19	25	QGS Development, Inc.	Pay Application 3 - Phase 1 Construction	\$	341,499.20	
9/14/19	26	Hopping, Green & Sams	Invoice: 108864 - Project Construction Legal Services - June 2019	\$	101.50	
9/14/19	27	Atlantic TNG, LLC	Phase 1 Construction Materials per Change Orders 3, 5 & 9	Ś	31,774.00	
9/14/19	28	Ferguson Waterworks	Phase 1 Construction Materials per Change Orders 4, 6 & 10	Ś	195,789.93	
9/14/19	29	Forterra Pipe & Precast, LLC	Phase 1 Construction Materials per Change Order 8	\$	17,338.32	
9/16/19	30	Highland Cassidy, LLC	Invoices: 242 & 254 - Construction Management 07/16/19 to 08/15/19	Ś	6,000.00	
9/14/19	31	Atlantic TNG, LLC	Phase 1 Construction Materials per Change Order 11	ŝ	8,505.00	
9/14/19	32	Ferguson Waterworks	Phase 1 Construction Materials per Change Order 12	\$	135,209.95	
9/14/19	33	QGS Development, Inc.	Pay Application 4 - Phase 1 Construction	\$	144,499.87	
9/14/19	34	Hopping, Green & Sams	Invoice: 109435 - Project Construction Legal Services - July 2019	Ş	72.50	
9/14/19	35			\$	3,000.00	
		Highland Cassidy, LLC	Invoice: 261 - Construction Management 08/16/19 to 08/31/19			
9/14/19	36	The Kearney Companies, LLC	Pay Application 2 - Phase 2 Construction	\$	82,035.31	
9/18/19	37	Ferguson Waterworks	Invoices: 1754095 - 1765533 Phase 2 Construction Materials per Change Order 2 & 4	\$	170,838.43	
9/18/19	38	Florida Soil Cement Co., LLC	Invoices: 19065 - 19076 Phase 2 Construction Materials per Change Order 2 & 4	\$	37,895.76	
9/18/19	39	Forterra Pipe & Precast, LLC	Invoice: 11679028 - Construction Materials per Change Order 2	\$	6,755.52	
9/18/19	40	The Kearney Companies, LLC	Pay Application 3 - Phase 2 Construction	\$	4,880.88	
9/18/19	41	Atlantic TNG, LLC	Invoices: 124402 - 125036 Phase 2 Construction Materials per Change Order 2 & 4	\$	115,033.00	
9/18/19	42	Ferguson Waterworks	Phase 1 Construction Materials per Change Order 13 & 14	\$	178,325.74	
N/A	43	The Kearney Companies, LLC	VOID	\$	-	
		TOTAL		\$	2,838,762.16	
Fiscal Year 2019						
7/1/19		Interest		\$	1,892.19	
8/1/19		Interest		Ś	9.288.22	
9/1/19		Interest		\$	6,805.39	
	-	TOTAL		\$	17,985.80	
			Acquisition/Construction Fund at 06/25/18	ć	6,099,104.54	
			Interest Earned thru 09/30/19	ŝ	17,985.8	
			Requisitions Paid thru 09/30/19		(2,838,762.16	
			Remaining Acquisition/Construction Fund	\$	3,278,328.18	

Special Assessment Revenue Bonds, Series 2019

Date	Requisition #	Contractor	Description	R	equisition
Fiscal Year 2020 10/16/19	44	Highland Cassidy, LLC	Invoice: 270 - Construction Management 09/01/19 to 09/15/19	\$	3,000.00
10/16/19	45	Wood & Associates Engineering, LLC	Invoices: 371, 372, 326, 401, 234 & 330 - Phase I & Phase 2 services from 4/1/19 to 9/8/19	ŝ	10,845.00
10/16/19	46	The Kearney Companies, LLC	Pay Application 4 - Phase 2 Construction	\$	533,208.35
10/18/19	47	Ferguson Waterworks	Phase 1 Construction Materials per Change Order 16	Ş	791.64
10/16/19	48	Highland Cassidy, LLC	Invoice: 280 - Construction Management 09/16/19 to 09/30/19	ŝ	3.000.00
10/24/19	49	Ferguson Waterworks	Phase 2 Construction Materials per Change Order 7	ŝ	81,911.19
10/24/19	50	Florida Soil Cement Co., LLC	Invoice: 19082 - Phase 2 Construction Materials per Change Order 7	\$	11,171.56
10/16/19	51	QGS Development, Inc.	Pay Application 5 - Phase 1 Construction	Ś	250,805,54
10/16/19	52	Ferguson Waterworks	Phase 1 Construction Materials per Change Order 15	\$	28,962.31
10/16/19	53	Ferguson Waterworks	Phase 1 Construction Materials per Change Order 17	\$	10,876.03
10/28/19	54	Hopping, Green & Sams	Invoice: 109874 - Legal Advertisement	\$	250.00
10/28/19	55	Highland Cassidy, LLC	Invoice: 298 - Construction Management 10/01/19 to 10/15/19	\$	3,000.00
10/28/19	56	Ferguson Waterworks	Phase 1 Construction Materials per Change Order 18	\$	20,561.44
10/25/19	57	City of Winter Haven	Plat Fees for VillaMar Phase 1	\$	8,444.96
10/25/19	58	City of Winter Haven	Plat Fees for VillaMar Phase 2	\$	5,684.60
11/7/19	59	The Kearney Companies, LLC	Invoice: 19389 - Payment Request 5 for 9/30/19 thru 10/31/19	\$	235,971.54
11/7/19	60	QGS Development, Inc.	Pay Application 6 - Phase 1 Construction	\$	513,149.55
11/7/19	61	Ferguson Waterworks	Phase 1 Construction Materials per Change Order 10	\$	127,341.76
11/7/19	62	Atlantic TNG, LLC	Phase 1 Construction Materials per Change Order 10	\$	882.00
11/7/19	63	Florida Soil Cement Co., LLC	Invoices: 19084 - 19087 - Phase 1 Construction Materials per Change Order 10	Ś	55,232.03
11/6/19	64	Hopping, Green & Sams	Invoice: 110703 - Project Construction Legal Services - Sept 2019	\$	439.00
11/7/19	65	Wood & Associates Engineering, LLC	Invoices: 423 & 424 - Phase 1 & Phase 2 services thru 10/27/19	\$	22,150.00
11/7/19	66	Highland Cassidy, LLC	Invoice: 308 - Construction Management 10/16/19 to 10/31/19	\$	3,000.00
11/7/19	67	Horner Environmental Professionals, Inc.	Invoice: 216045 - Phase 2 services for September 2019	ŝ	6,496.25
11/20/19	68	Ferguson Waterworks	Phase 1 Construction Materials per Change Order 19	ŝ	7,303.24
11/21/19	69	Highland Cassidy, LLC	Invoice: 317 - Construction Management 11/1/19 to 11/15/19	ŝ	3,000.00
11/25/19	70	Ferguson Waterworks	Phase 1 Construction Materials per Change Order 20	ŝ	54.11
12/5/19	70	The Kearney Companies, LLC	Pay Application 6 - Phase 2 Construction	\$	293,674.11
12/5/19	72	QGS Development, Inc.	Pay Application 7 - Phase 1 Construction	ś	306,823.20
12/6/19	73	Ferguson Waterworks	Invoice: 1784503 - Phase 2 Construction Materials per Change Order 11	\$	718.20
12/6/19	73	Florida Soil Cement Co., LLC	Invoices: 19086-CR, 19089, 19090, 19091, 19092, 19093, 19098, 19099 & 19100 - Phase 2 Construction Materials per Change Order 11	\$ \$	38,205.43
12/6/19	75	Highland Cassidy, LLC	Invoice: 328 - Construction Management 11/16/19 to 11/30/19	ŝ	3,000.00
12/19/19	76	Highland Cassidy, LLC	Invoice: 325 - Construction Management 12/1/19 to 12/15/19	\$	3,000.00
12/19/19	76	Ferguson Waterworks	Phase 1 Construction Materials per Change Order 22	\$ \$	6,562.02
12/27/19	78	Atlantic TNG, LLC		ې \$	1,503.00
12/27/19	78	QGS Development, Inc.	Phase 1 Construction Materials per Change Order 21	\$ \$	1,505.00
	80	Highland Cassidy, LLC	Pay Application 8 - Phase 1 Construction	ş Ş	3,000.00
1/3/20		o <i>p</i>	Invoice: 344 - Construction Management 12/16/19 to 12/31/19	ş Ş	
1/3/20	81 82	G.B. Collins Engineering Furr & Wegman Architects, P.A.	Invoices: 6335 & 6272 - Entry Pool Plan for Amenity Center	ş Ş	13,200.00
1/3/20			Invoice: 1873.03 - Construction Documents & Additional Services for Amenity Center		1,857.29
1/3/20	83	Ferguson Waterworks	Invoices: 1780754, 1790704, 1790849, 1791056 & 1782146 - Phase 2 Construction Materials per Change Order 12	\$	1,876.49
1/3/20	84	The Kearney Companies, LLC	Pay Application 7 - Phase 2 Construction	\$	216,924.46
1/3/20	85	Tampa Electric	Invoice: 20191962 - Electrical Services for VillaMar CDD	\$	187,723.45
1/14/20	86	Wood & Associates Engineering, LLC	Invoices: 504 & 509 - Phase 1 and Phase 1 Plat services thru 11/24/19	\$	7,650.00
2/3/20	87	Highland Cassidy, LLC	Invoice: 354 - Construction Management 1/1/20 to 1/15/20	\$	3,000.00
2/3/20	88	Wood & Associates Engineering, LLC	Invoice: 506 - Engineer Services 9/9/19 thru 11/27/19	\$	1,200.00
2/3/20	89	Ferguson Waterworks	Phase 1 Construction Materials per Change Order 23	\$	13,905.52
2/3/20	90	Ferguson Waterworks	Phase 1 Construction Materials per Change Order 24	\$	6,177.18
2/3/20	91	Ferguson Waterworks	Phase 1 Construction Materials per Change Order 25	\$	4,300.80
2/3/20	92	Ferguson Waterworks	Phase 1 Construction Materials per Change Order 26	\$	3,424.45
2/3/20	93	Horner Environmental Professionals, Inc.	Invoice: 215987 - Permit updates	\$	1,710.00
2/3/20	94	Wood & Associates Engineering, LLC	Invoices: 505 & 502 - Phase 2 services 9/9/19 thru 11/24/19 & Phase 2 Plat services 10/28/19 thru 11/24/19	\$	10,600.00
2/11/20	95	Ferguson Waterworks	Invoices: 1753208-4, CM104354, CM104564, CM104588, CM104635 - Phase 1 Construction Materials per Change Order 27	\$	2,267.46
2/25/20	96	Tampa Electric Company	Invoice: 20191959 - Cunningham Road/CR 653	\$	104,994.98
N/A	97	Highland Cassidy, LLC	VOID	\$	-
4/27/20	98	QGS Development, Inc.	Pay Application 9 - Phase 1 Construction	\$	214,056.24
4/27/20	99	The Kearney Companies, LLC	Pay Application 8 & 9 - Phase 2 Construction	\$	125,105.04
5/29/20	100	City of Winter Haven	Invoices: 54706, 54707 & 54708 - Pickett Plat Review Phases 1, 2 & 2A	\$	3,852.50
5/29/20	101	Ferguson Waterworks	Phase 2 Construction Materials per Change Order 13 & 14	\$	11,758.40
5/29/20	102	Ferguson Waterworks	Phase 1 Construction Materials per Change Order 28	\$	671.12
5/29/20	103	Florida Soil Cement Co., LLC	Phase 2 Construction Materials per Change Order 13 & 14	\$	81,655.89
5/29/20	104	Furr & Wegman Architects, P .A.	Invoice: 1873.04 - Amenity Center Architectural Services	\$	1,089.86
5/29/20	105	GeoPoint Surveying	Invoice: 54305 - Surveying Services	\$	7,447.50
5/29/20	106	Highland Cassidy, LLC	Invoice: 360, 373 & 382 - Construction Management Services - 01/16/20 - 02/29/20	\$	9,000.00
5/29/20	107	Hopping, Green & Sams	Invoice: 112983 - Project Construction Services - January 2020	\$	63.00
5/29/20	108	QGS Development, Inc.	Pay Application 10 - Phase 1 Construction	\$	219,726.39
5/29/20	109	Wood & Associates Engineering, LLC	Invoices: 555 & 584 - Plat & Construction Engineering Services	\$	4,962.50
6/11/20	110	Ferguson Waterworks	Phase 2 Construction Materials per Change Order 15 & 16	\$	13,025.32
6/11/20	111	Ferguson Waterworks	Phase 1 Construction Materials per Change Order 29, 30, 31 & 32	\$	4,863.82
6/11/20	112	Florida Soil Cement Co., LLC	Phase 2 Construction Materials per Change Order 15	\$	5,839.48
6/11/20	113	GeoPoint Surveying	Invoice: 54887 - Surveying Services	\$	3,817.50
6/11/20	114	Greenland Services, LLC	Invoice: 20330 - Phase 1 Clearing	Ş	400.00
6/11/20	115	Hopping, Green & Sams	Invoices: 113683 & 114169 - Project Construction Services	\$	3,281.50
6/11/20	116	The Kearney Companies, LLC	Pay Application 10 & 11 - Phase 2 Construction	\$	48,932.86
6/11/20	117	QGS Development, Inc.	Pay Applications 11 & 12 - Phase 1 Construction	ŝ	112,031.29
6/11/20	118	Wood & Associates Engineering, LLC	Invoices: 403, 503, 532, 594, 639, 640 & 671 - Engineering Services	\$	15,952.50
	110	National Floor Insurance Program	Phase 2 - FEMA Submittal - VOIDED	\$	23,332.30
		Cypress Signs	Invoice: m9216 - VillaMar Sign	\$	2,152.75
N/A	120		Phase 1 Construction Materials per Change Order 33	ې \$	2,152.75 593.53
N/A 6/11/20	120	Ferguson Waterworks	Thase T Construction Waterhals per Change Order 55		293.23
N/A 6/11/20 6/11/20	121	Ferguson Waterworks	Invoice: 56081 - Surviving Services		2 /102 50
N/A 6/11/20 6/11/20 6/11/20	121 122	GeoPoint Surveying	Invoice: 56081 - Surveying Services	\$ ¢	2,402.50
N/A 6/11/20 6/11/20 6/11/20 6/11/20	121 122 123	GeoPoint Surveying Highland Cassidy, LLC	Invoice: 389 - Construction Management Services - 03/01/20 - 03/15/20	\$	3,000.00
N/A 6/11/20 6/11/20 6/11/20 6/11/20 6/11/20	121 122 123 124	GeoPoint Surveying Highland Cassidy, LLC Hopping, Green & Sams	Invoice: 389 - Construction Management Services - 03/01/20 - 03/15/20 Invoice: 114892 - Project Construction Services - April 2020	\$ \$	3,000.00 116.00
N/A 6/11/20 6/11/20 6/11/20 6/11/20 6/11/20 6/12/20	121 122 123 124 125	GeoPoint Surveying Highland Cassidy, LLC Hopping, Green & Sams Wood & Associates Engineering, LLC	Invoice: 389 – Construction Management Services - 03/01/20 – 03/15/20 Invoice: 114892 - Project Construction Services - April 2020 Invoices: 517 & 585 - Amenity Construction Engineering Services	\$ \$ \$	3,000.00 116.00 1,803.31
N/A 6/11/20 6/11/20 6/11/20 6/11/20 6/11/20 6/12/20 6/11/20	121 122 123 124 125 127	GeoPoint Surveying Highland Cassidy, LLC Hopping, Green & Sams Wood & Associates Engineering, LLC Hub International Midwest West	Invoice: 389 - Construction Management Services - 03/01/20 - 03/15/20 Invoice: 114892 - Project Construction Services - April 2020 Invoices: 517 & 585 - Amenity Construction Engineering Services Invoices: 1759035,1759040 & 1759220 - Business Preniums Phase 1, 2 & 2A	\$ \$ \$	3,000.00 116.00 1,803.31 27,575.00
N/A 6/11/20 6/11/20 6/11/20 6/11/20 6/11/20 6/12/20 6/11/20	121 122 123 124 125 127 128	GcoPoint Surveying Highland Cassidy, LLC Hopping, Green & Sams Wood & Associates Engineering, LLC Hub International Midwest West Ferguson Waterworks	Invoice: 389 - Construction Management Services - 03/01/20 - 03/15/20 Invoice: 114892 - Project Construction Services - April 2020 Invoices: 517 & 585 - Amenity Construction Engineering Services Invoices: 1759035,1759040 & 1759220 - Business Premiums Phase 1, 2 & 2A Phase 1 Construction Materials per Change Order 34	\$ \$ \$ \$	3,000.00 116.00 1,803.31 27,575.00 91.60
N/A 6/11/20 6/11/20 6/11/20 6/11/20 6/11/20 6/12/20 6/11/20	121 122 123 124 125 127	GeoPoint Surveying Highland Cassidy, LLC Hopping, Green & Sams Wood & Associates Engineering, LLC Hub International Midwest West	Invoice: 389 - Construction Management Services - 03/01/20 - 03/15/20 Invoice: 114892 - Project Construction Services - April 2020 Invoices: 517 & 585 - Amenity Construction Engineering Services Invoices: 1759035,1759040 & 1759220 - Business Preniums Phase 1, 2 & 2A	\$ \$ \$	3,000.00 116.00 1,803.31 27,575.00

Special Assessment Revenue Bonds, Series 2019

Fiscal Year 2020				
10/1/19	Interest		\$	5,414.18
11/1/19	Interest		\$	3,526.67
12/1/19	Interest		\$	1,647.05
1/1/20	Interest		\$	832.80
2/1/20	Interest		\$	127.47
2/10/20		Rcvd overpayment from Atlantic TNG for Reg # 62	\$	42.00
2/10/20		Developer Funding Request	\$	55,495.63
2/10/20		Rcvd overpayment from Ferguson for Req # 73 & 83	\$	123.56
2/14/20		Rcvd overpayment from Ferguson for Req # 61	\$	6,063.89
2/25/20		Rcvd overpayment from Florida Soil for Reg # 63 & 74	\$	4,449.41
3/1/20	Interest		\$	65.92
4/1/20	Interest		\$	3.89
4/20/20		Developer Funding Request	\$	339,161.28
5/1/20	Interest		\$	0.44
5/21/20		Developer Funding Request	\$	330,855.49
6/1/20	Interest		\$	0.43
6/5/20		Credit received on upsize in reclaim water improvement	\$	264,513.51
	TOTAL		\$	1,012,323.62
		Acquisition/Construction Fund at 09/30/19	Ş	3,278,328.18
		Interest Earned thru 06/30/20		1,012,323.62
		Requisitions Paid thru 06/30/20	Ş	(4,272,446.57)

Remaining Acquisition/Construction Fund

\$ 18,205.23

SECTION 3

Requisition	Payee/Vendor		Amount
59	The Kearney Companies, LLC	\$	235,971.54
110	Ferguson Waterworks	\$	13,025.32
111	Ferguson Waterworks	\$	4,863.82
112	Florida Soil Cement Co., LLC	\$	5,839.48
113	GeoPoint Surveying	\$	3,817.50
114	Greenland Services, LLC	\$	400.00
115	Hopping, Green & Sams	\$	3,281.50
116	The Kearney Companies, LLC	\$	48,932.86
117	QGS Development, Inc.	\$	112,031.29
118	Wood & Associates Engineering, LLC	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	15,952.50
119	VOIDED	\$	-
120	Cypress Signs	\$	2,152.75
121	Ferguson Waterworks	\$	593.53
122	GeoPoint Surveying	\$	2,402.50
123	Highland Cassidy, LLC	\$	3,000.00
124	Hopping, Green & Sams	\$	116.00
125	Wood & Associates Engineering, LLC	\$	1,803.31
126	ON HOLD	\$	-
127	Hub International Midwest West	\$	27,575.00
128	Ferguson Waterworks	\$ \$ \$	91.60
129	GeoPoint Surveying	\$	500.00
130	Ferguson Waterworks	\$	1,332.57
131	Hopping, Green & Sams	\$	1,032.50
132	Wood & Associates Engineering, LLC	\$ \$	6,720.00
	TOTAL	\$	491,435.57

SECTION 4



Deductive Material CO

Proposal Submitted To:

Work To Be Performed At

To: VillaMar CDD c/o Governmental Mgmt. Services Central Fla., LLC 135 W. Central Blvd., Suite 320 Orlando, FL 32801 Attn: Jill Burns VillaMar Ph 1 Infrastructure Improvements Cunningham Rd., W. of Old Bartow Rd. Winter Haven, FL (QGS Job #19-7191)

Date: July 7, 2020

Deductive Material CO No.: 36

We hereby provide the following for **Owner Direct Material Purchases**:

Total Deductive Material CO(\$348.50)

The above and attached work to be completed for:

With payments made as follows:

Per Contract

Any alteration or deviation from the above specifications involving extra costs will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. The Purchaser: Hereby agrees that the contractor shall, at any time after ten (10) days of Purchaser's default in payment as hereby above provided, have the right to place liens and hire attorneys for the collection of the past due amount. All costs in collection and the additional cost of 10% APR interest will be due.

Note this proposal may be withdrawn by us if not accepted within 10 days.

ACCEPTANCE

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specific. Payment will be made as outlined above.

Signature:	Warren & Heath	
Signature	Owner or Representative	13
Signature:	acar Dar	
Signaturoi	QGS Development, Inc.	

7/13/2020 Date:

Date: July 7, 2020

VillaMar			an an a the state of the Stat	
Ferguson	-			
	CDD PO 02 (Sto Sanitary Sewer Reclaimed)			\$539,149.91
		Total:		\$539,149.91
INV. NO.	INV. DATE	INV. AMOUNT	PO Balance	
1831946	6/18/2020	<u>\$348.50</u>	(\$82,566.05)	
	Total:	\$348.50		

Approved by Denise T. / QGS Dev., Inc. (jg 7/7/2020)

*Invoice offsets CM105940-2 for \$348.50 that was Previously Issued.

Total Inv's To Date \$622,412.96



#1588 2439 7TH ST SW WINTER HAVEN, FL 33880-1948

Please contact with Questions: 407-816-6550 RECEIVED

BY:

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
1831946	\$348.50	54657	1 of 1

PLEASE REFER TO INVOICE NUMBER WHEN MAKING PAYMENT AND REMIT TO:

FEL-WINTER HAVEN, FL WW REMIT TO ADDRESS: PO BOX 100286 ATLANTA, GA 30384-0286

CUNNINGHAM RD & OLD BARTOW RD VILLAMAR PH 1 PO#197191-02 CDD

QGS DEVELOPMENT INC

WINTER HAVEN, FL 33880

JUN 19 2020

SHIP TO:

VILLAMAR COMMUNITY DEVELOPMENT VILLAMAR PH 1 PO#197191-02 CDD C/O QGS DEVELOPMENT 1450 S PARK RD PLANT CITY, FL 33566

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TERMS		NET 1	TH PROX	(ORI	GINAL INVOICE		TOTAL DUE			\$348.50

All past due amounts are subject to a service charge of 1.5% per month, or the maximum allowed by law, if lower. If Buyer fails to pay within terms, then in addition to other remedies, Buyer agrees to pay Seller all costs of collection, including reasonable attorney fees. Complete terms and conditions are available upon request or at

https://www.ferguson.com/content/website-info/terms-of-sale, incorporated by reference. Seller may convert checks to ACH.