

*Indigo East
Community Development District*

Agenda

August 17, 2021

AGENDA

Indigo East

Community Development District

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

August 10, 2021

Board of Supervisors
Indigo East Community
Development District

The Board of Supervisors of the Indigo East Community Development District will meet on **Tuesday, August 17, 2021 at 9:00 a.m., or as shortly thereafter as reasonably possible at the Circle Square Commons, Cultural Center, 8395 SW 80th Street, Ocala, Florida 34481.** Following is the advance agenda for the meeting:

- I. Roll Call
- II. Public Comment Period
- III. Notice for Meeting
- IV. Approval of Minutes of the May 18, 2021 Meeting
- V. Public Hearing
 - A. Consideration of Resolution 2021-07 Adopting the Fiscal Year 2022 Budget and Relating to the Annual Appropriations
 - B. Consideration of Resolution 2021-08 Imposing Special Assessments and Certifying an Assessment Roll
- VI. Consideration of Memorandum Finalizing Operation and Maintenance of Indigo East
- VII. Consideration of Agreement with Earthscapes Unlimited, Inc. to Provide Landscape Maintenance Services
- VIII. Ratification of Proposal with Earthscapes Unlimited, Inc. for Well Check Valve Installation
- IX. Ratification of Work Authorization with Dewberry for Annual Engineer's Report
- X. Staff Reports
 - A. Attorney
 - B. District Manager
 1. Approval of Check Register
 2. Balance Sheet and Income Statement
 3. Approval of Fiscal Year 2022 Meeting Schedule
- XI. Other Business
- XII. Supervisors Requests
- XIII. 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.

Enclosed under the third order of business is the affidavit of publication associated with the public notice for this meeting.

The fourth order of business is the approval of the minutes from the May 18, 2021 Board of Supervisors meeting. The minutes are enclosed for your review.

The fifth order of business opens the public hearing. Section A is consideration of resolution 2021-07 adopting the Fiscal Year 2022 budget and relating to the annual appropriations. A copy of the resolution is enclosed for your review. Section B is consideration of resolution 2021-08 imposing special assessments and certifying an assessment roll. A copy of the resolution is enclosed for your review.

The sixth order of business is consideration of memorandum finalizing operation and maintenance of Indigo East. A copy of the memorandum is enclosed for your review.

The seventh order of business is consideration of agreement with Earthscapes Unlimited, Inc. to provide landscape maintenance services. A copy of the agreement is enclosed for your review.

The eighth order of business is ratification of proposal with Earthscapes Unlimited, Inc. for well check valve installation. A copy of the proposal is enclosed for your review.

The ninth order of business is ratification of work authorization with Dewberry for Annual Engineer's Report. A copy of the work authorization is enclosed for your review.

The tenth order of business is Staff Reports. Section 1 of the District Managers Report includes the check register for approval and Section 2 includes the balance sheet and income statement for your review. Section 3 is approval of Fiscal Year 2022 meeting schedule.

The balance of the agenda will be discussed at the meeting. In the meantime, if you have any questions, please contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read 'G. S. Flint', with a stylized flourish at the end.

George S. Flint
District Manager

Cc: Gerald Colen, District Counsel
Ken Colen, On Top of the World
Guy Woolbright, On Top of the World
Lynette Vermillion, On Top of the World
Darrin Mossing, GMS

SECTION III

Publication Date
2021-08-03

Subcategory
Miscellaneous Notices

INDIGO EAST COMMUNITY DEVELOPMENT DISTRICT
NOTICE OF PUBLIC HEARING TO CONSIDER THE ADOPTION OF THE FISCAL YEAR 2021/2022 BUDGET; AND
NOTICE OF REGULAR BOARD OF
SUPERVISORS MEETING

The Board of Supervisors (Board) of the Indigo East Community Development District (District) will hold a public hearing on August 17, 2021 at 9:00 a.m. or as shortly thereafter as reasonably possible, at Circle Square Commons, Cultural Center, 8395 SW 80th Street, Ocala, FL 34481 for the purpose of hearing comments and objections on the adoption of the proposed budget (Proposed Budget) of the District for the fiscal year beginning October 1, 2021 and ending September 30, 2022 (Fiscal Year 2021/2022). A regular board meeting of the District will also be held at that time where the Board may consider any other business that may properly come before it. A copy of the agenda and Proposed Budget may be obtained at the offices of the District Manager, Governmental Management Services Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801, (407) 841-5524 (District Managers Office), during normal business hours.

The public hearing and meetings are open to the public and will be conducted in accordance with the provisions of Florida law. The public hearing and meetings may be continued to a date, time, and place to be specified on the record at the meeting. There may be occasions when Board Supervisors or District Staff may participate by speaker telephone.

Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Managers Office at least forty-eight (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 Managers Office.

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearing or meeting is advised that person will need a record of 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.

George S. Flint

District Manager

Governmental Management Services Central Florida, LLC

July 27, Aug 3, 2021 No. 6087677

SECTION IV

MINUTES OF MEETING
INDIGO EAST
COMMUNITY DEVELOPMENT DISTRICT

The Regular Meeting of the Board of Supervisors of the Indigo East Community Development District was held on Tuesday, May 18, 2021 at 9:00 a.m. at Circle Square Commons, 8395 SW 80th Street, Ocala, FL.

Present and constituting a quorum were:

John Gysen	Chairman
Frank DiPiero	Vice Chairman
Terrance Solan	Assistant Secretary
Harold Brouillard	Assistant Secretary
Cynthia LaFrance	Assistant Secretary

Also present were:

George Flint	District Manager
Gerald Colen	District Counsel
Philip Hisey	On Top of The World Communities
Lynette Vermillion	On Top Of The World Communities
Robert Stepp	On Top Of The World Communities

FIRST ORDER OF BUSINESS

Roll Call

Mr. Flint called the meeting to order. Five members of the Board were present at the meeting, constituting a quorum.

SECOND ORDER OF BUSINESS

Public Comment Period

Mr. Flint: Are there any members of the public here who would like to provide comment to the Board on any agenda items or anything that is not on the agenda for Indigo East? Hearing no public comment,

THIRD ORDER OF BUSINESS

Notice for Meeting

Mr. Flint: The notice of the meeting was included in the agenda book and was advertised in the Ocala Star Banner. The annual meeting notice was advertised back in the fall. We have met the legal noticing requirements.

FOURTH ORDER OF BUSINESS**Approval of Minutes of the February 16, 2021 Meeting**

Mr. Flint: Did the Board have any comments or corrections to the February 16, 2021 minutes? Hearing no changes to the minutes I would ask for a motion to approve them.

On MOTION by Mr. DiPiero, seconded by Ms. LaFrance, with all in favor, the Minutes of the February 16, 2021 Meeting, were approved.

FIFTH ORDER OF BUSINESS**Consideration of Resolution 2021-05
Approving the Proposed Budget for 2022
and Setting a Public Hearing**

Mr. Flint: Each year the Board is required to approve a proposed budget by June 15th, and set the date place and time for the public hearing for its final consideration. There are some other noticing requirements that have to be met. We have to send a copy of the budget to Marion County at least 60 days before the hearing. We have to put it on the website. The Resolution in your agendas suggest your August 17th meeting for the Public Hearing. It would be in this location at 9:00 a.m. Attached to the resolution as exhibit 'A' is the proposed budget. This is not binding on the Board, so it is just the start of the process. It is preliminary. The Board can make changes to this up until the Public Hearing in August if you need to. The only exception to that would be if your assessments are proposed to increase, then there are some additional noticing requirements and we would need to know that. The proposed budget as we currently have it in your agenda does not contemplate any increase in your per unit assessment amount. It would remain at \$447 per home, per year. The revenue is level. The administrative expenses are basically level, but they have gone up by about \$700. The maintenance expenses are level. The one item in there I would note is your landscape maintenance contract is up for renewal on October 1st, so I am working with Phillip Hisey to get bids and to vet contractors to provide that service. We have included it at the current dollar amount, and we anticipate we will be able to meet that dollar amount or come in lower than the current amount based on preliminary proposals we have received. We don't see a need at this point to increase the assessments. In the event there are savings in the landscape

maintenance, my recommendation would be to transfer that money out to your capital reserve account. If you turn to page 7, we established a number of years ago a Capital Reserve account and you can see that we are anticipating on October 1 that we would have about \$483,000 in that account. The first phase of resurfacing is proposed to occur next fiscal year. We will bring back a proposal for that at your August meeting. There wouldn't be any action today, but we are anticipating that we will start that process of resurfacing based on an inspection of all of the roads within Indigo East. That number can change if we do more or less, it is not binding on the Board at this point. Were there any questions or comments on the resolution of the proposed budget? We are required to do an arbitrage rebate calculation annually, and on your agenda is a proposal from AMTEC, which is about \$150 less a year than the company we were previously using. If there are no comments or questions, is there a motion to approve Resolution 2021-05? District Counsel has asked that the maker of the motion read this in.

Mr. Gysen: The resolution of the Board of Supervisors of the Indigo East Community Development District is approving the proposed budget for the Fiscal Year 2021-2022. In setting a Public Hearing, thereof, presuming to the Florida law, addressing the transmittal, posting and publication requirement and providing the effective date.

On MOTION by Mr. Gysen, seconded by Ms. LaFrance, with all in favor, the Resolution 2021-05 Approving the Proposed Budget for 2022 and Setting a Public Hearing, August 17, 2021, was approved.

SIXTH ORDER OF BUSINESS

Consideration of Proposal with AMTEC to Provide Arbitrage Rebate Services

Mr. Flint: Historically we have used Grau and Associates for the arbitrage rebate calculation, it was about \$650 a year. I asked staff to solicit a proposal from AMTEC. We use AMTEC on the majority of our Districts for the calculation. This is a requirement of the IRS that we demonstrate that we are paying less interest than we are earning on the trust account funds, which is typically not an issue. Any questions on the proposal? This would be for 5 years at \$450 a year. Is there a motion to approve the agreement with AMTEC?

On MOTION by Mr. Brouillard, seconded by Mr. Solan, with all in favor, the Proposal with AMTEC to Provide Arbitrage Rebate Services, was approved.

SEVENTH ORDER OF BUSINESS**Landscape Maintenance****A. Termination of Agreement with Sharp Fence Construction, LLC**

Mr. Flint: We received a notice of termination from Sharp Fence. They were mowing the District's DRAs, or Dry Retention Areas. We use them for the ponds or retention areas, and then we use Earthscapes Unlimited Inc. for the common areas. Sharp gave us notices presuming to our contract that they were no longer able to provide those services. Because there wasn't a Board meeting, we have had Earthscapes Unlimited Inc. providing those services. They have picked up the work for Sharp. In your agendas is the termination on Sharp's agreement, I don't think there is any action required because they are able to do that under their contract.

B. Consideration of Addendum to Agreement with Earthscapes Unlimited Inc., to Provide Landscape Maintenance Services

Mr. Flint: The next item would be an Addendum to the Earthscapes Agreement for Earthscapes to pick up the mowing of the 3 dry retention areas. That would be contract addendum #1. They actually have already started doing that on April 1. Again, because there wasn't a Board meeting and we had to have someone doing it, it made sense that because Earthscapes was already doing the common area that they would also do the dry retention areas. This addendum and that contract only go through September 30th. Any questions or comments?

Mr. DiPiero: On the addendum, are those the 3 things Sharp did that is being taken over by Earthscapes?

Mr. Flint: Yes, Phillip is here, but yes that is correct.

Mr. Hisey: Good morning Board, Phillip Hisey with On Top of The World Communities. Earthscapes is picking up those 3 tracks. There is one on that northeast corner. It is a triangular shaped pond on the far corner of 80th street. If you take the intersection going down 80th street there is a retention pond. A larger retention pond between the communities on the west end. There is a DRA directly behind the community center. Those are the 3 DRAs. We can provide you all with a map, if need be, this is just an addendum. They are extending the pricing that Sharp provided, which I thought was gracious of them to take the work on and continue that pricing.

Mr. DiPiero: I was just curious because the monthly amount is much less than Sharps was. Although I think you are just referring to the retention.

Mr. Hisey: Yes, the dog park and the exercise area are not part of those areas.

Mr. DiPiero: What about those other two areas then?

Mr. Hisey: That is all part of the Association, it is not CDD.

Mr. Flint: The Sharps contract I want to say was about \$18,000 per year.

Mr. Hisey: Yes, that is pretty close. About \$18,000. Those were just DRAs.

Mr. Flint: Any other questions on the contract addendum? Is there a motion to approve the addendum with Earthscapes Unlimited?

On MOTION by Mr. DiPiero, seconded by Mr. Gysen, with all in favor, the Addendum to Agreement with Earthscapes Unlimited Inc., to Provide Landscape Maintenance Services, was approved.

C. Consideration of Proposals for Fiscal Year 2022 Landscape Maintenance Services

Mr. Flint: This next item is related to the provisional landscape maintenance starting on October 1. I don't have any specific proposal for you to approve today, but we wanted to bring you up to date in what steps we are taking. Phillip, do you want to bring the Board up to speed on this? The current agreement expires September 30th.

Mr. Hisey: Good morning again. This year with the minimum wage increase, the contractors decided that they did not want to extend their two 1-year agreements that they had available in their contract. They are going to terminate their services on September 30th. We put it out to bid in March, and we had 11 bidders actually in this cycle. That is the most I have had in 16 years with On Top of The World, so it was good to see that many. We did have those come out and we had a wide array of pricing. George and I spoke, and we are going to entertain those meetings with two vendors tomorrow to see if we can try to keep the prices down or less than what you were paying. Are there any questions with that? It works the same. It is all Indigo East, we had Sharps and Earthscapes in the majority of this contract doing retention ponds and then Earthscapes picked up the DRAs and Indigo South and the common areas. Part of the common areas along the road are CDD. So now we have one vendor doing it all. We don't have two vendors anymore, I decided to do away with that process. Are there any questions with that? Thank you.

Mr. Flint: Phillip and I have Zoom meetings tomorrow morning with two of the vendors that are bidders. Some of the bidders we were concerned they didn't have the ability to provide services. Either they were too small, and some the pricing was out of line with the budget. We have narrowed it down to two bidders we are going to be interviewing tomorrow morning.

Unfortunately, Earthscapes' pricing went up and they have kind of taken themselves out of the running because of their cost increase. We are looking at likely changing, and it would be a different contractor starting October 1. If the Board is comfortable, I would like to lock up whoever the contractor is going to be. If the Board is comfortable with Phillip and I interviewing those and getting with the Chairman making a motion to authorize the Chairman to execute a contract up to the current budget amount would allow us to tie up that vendor. Otherwise, we will have to come back at your August meeting and I am concerned that the time between now and August some things could change and I would like to get that taken care of. Is there any objection from the Board to that? Is there a motion to authorize the Chairman to execute a contract up to the current budget amount?

On MOTION by Mr. DiPiero, seconded by Mr. Brouillard, with all in favor, Authorizing the Chairman to Execute a Land Maintenance Services Contract up to the budget amount, was approved.

EIGHTH ORDER OF BUSINESS

Update on Speed Limit Signage Study

Mr. Flint: Unfortunately, Beau couldn't be here today, but at a prior meeting you approved an agreement with Tillman and Associates for them to come in and review your speed limit regulatory signage within Indigo East. There were some conflicting speed limits. Part of the community was posted 30 mph and part of it was posted at 20 mph. As a result of their review, they are recommending that the entire community be posted at 20 mph. One sign is posted at 20 mph, two entrances would need to be changed, and one internal sign would need to be removed that says 30 mph. The result of the effort would be a sign at SW 90th, a sign at SW 80th, and a sign at SW 80th Avenue entrance. All of the signs would be 20 mph. The one internal sign would be removed. We are going to be reusing the components so the internal sign that is being removed will allow us to reuse that pole at another location. They didn't feel the need for any additional internal signage. They believe that one sign at each entrance was adequate. That is the result of the speed limit sign review.

NINTH ORDER OF BUSINESS

Consideration of Proposal from John T. Crowder, LLC for Speed Limit Signage Revisions

Mr. Flint: We have a proposal from John T. Crowder, LLC to actually do the work. They would remove the one internal sign that was mentioned, that would cost \$25. They would remove

the speed limit sign only for \$25. They would install the sign with the post furnished. We are going to reuse the one internal sign. They would replace one of the 30 mph signs with the 20 mph sign. The total cost is \$500 to do that work. I am not sure the work has been carried out. I have this as ratification but I don't know and did not have a chance to ask Beau. At this point it would be approval of the estimate not ratification.

On MOTION by Mr. Gysen, seconded by Mr. DiPiero, with all in favor, the Proposal from John T. Crowder, LLC for Speed Limit Signage Revisions, was approved.

TENTH ORDER OF BUSINESS

Review and Acceptance of Fiscal Year 2020 Audit Report

Mr. Flint: Each year the District is required to have an Annual audit performed. The audit was provided to you under a separate cover. You all selected Grau and Associates to perform that independent audit. This has to be submitted to the state of Florida by June 30th of each year. If you look at page 29, report to management, you will find there is not current or prior findings or recommendations and they found we complied with all of the provisions of the auditor general of the State of Florida that they are required to review. It is a clean audit. Are there any questions on the audit? If not, is there a motion to accept it and authorize it to be transmitted to the state of Florida?

On MOTION by Mr. Brouillard, seconded by Mr. Solan, with all in favor, Acceptance of the Fiscal Year 2020 Audit Report, was approved.

ELEVENTH ORDER OF BUSINESS

Staff Reports

A. Attorney

Mr. Flint: Gerry, do you have anything else for the Board?

Mr. Colen: I do not.

B. District Manager

1. Approval of Check Register

Mr. Flint: You have the Check Register from February 10th through May 11th. It totals \$144,564.00 and the detailed register is behind the summary. Were there any questions on the check register? Hearing none,

On MOTION by Ms. LaFrance, seconded by Mr. Gysen, with all in favor, the Check Register, totaling \$144,564.00, was approved.

2. Balance Sheet and Income Statement

Mr. Flint: You also have the unaudited financial statements through March 31st. They require no action, but if you have any questions we can discuss those. We are almost 100% collected on our assessments. We are at \$245,000 out of \$254,000 that we certified for collection on the tax roll. There will be some additional revenue that will come in as a result of the tax certificate sales at this point. We must have some tax bills that are outstanding but we are under our prorated budget. Any questions?

3. Presentation of Number of Registered Voters – 966

Mr. Flint: Each year, we are required to announce the number of registered voters in the District as of April 15th of each year. As you can see, there are 966 active registered voters within the District. There is no action required on that.

4. Discussion of Resident Requests

Mr. Flint: I received an email forwarded to me from Patty Soriano with On Top of the World. A resident, Barbera Adler, who resides at Indigo East, had two concerns that she wanted mentioned to the Board. One is really an HOA issue and the other is a CDD issue. One issue is that she believes the gates should be removed and she does not believe they are effective and thinks they are inoperable a good part of the time according to her email. That is really an HOA issue. The CDD has a license agreement with the HOA that authorizes them to install and operate those gates so that is not an issue for the CDD unless the CDD wanted to revoke the license agreement. I see this as an HOA issue so the response on that one would be that she needs to direct that concern to the HOA. The other issue she brought up was that she believed replacing the annuals, the planted annuals and flowering plants, four times a year was excessive and she would like to see it reduced to two times a year. Phillip can tell you that four times a year is standard. The types of annuals that you use, there is nothing out there that lasts for six months. They are seasonal.

Mr. Hisey: Yes, that is correct. Phillip Hisey again with On Top of the World. The standard for the industry is four times a year. You could possibly maybe go down to three times a year using

a perennial mixture. That can tend to be problematic for people as well because they don't like the butterfly garden look which is basically where you are going to with that. If you did go to twice a year, I don't think you guys would be happy. I don't think the majority of the residents would be happy. That is my opinion. Again, your standard is four times a year.

Mr. DiPiero: Initially, there were grass plants and they were the same all year round. People were complaining that they were ugly and they wanted a variety in there.

Mr. Hisey: The north entrance is where the beds were added after the fact to help dress up the entrance. The south entrance by the fire station was added when we did that development. It is you all's call, but the standard is four times a year.

Ms. LaFrance: What would the difference of cost be if we were to three times a year?

Mr. Hisey: Off the top of my head, you are roughly paying \$1.55 per plant. You all have somewhere around 6,000 plants. It may drop your costs by around \$6,000 or \$7,000.

Ms. LaFrance: That would be interesting to hear.

Mr. Hisey: There is a tradeoff. When you are at annuals, you are at 4-inch plants. When you are at a butterfly garden look you move to 1 gallon size plants. Instead of spending \$1.55 on plants, you would be spending \$3-4 on plants. There is a tradeoff, I don't know if there would be much of a savings, that is why I say if you did the butterfly and go down to three times a year, you may end up spending the same amount of money.

Mr. Flint: There is no action required by the Board on either of those issues unless the Board believes action should be taken, I just wanted to bring that up since we received the email. Is there any desire to take action on the request?

TWELTH ORDER OF BUSINESS

Other Business

Hearing none, the next item followed.

THIRTEENTH ORDER OF BUSINESS

Supervisors Request

Mr. Flint: Any other business or Supervisors request that the Board wanted to discuss that was not on the agenda?

Mr. Gysen: I want to thank Ms. Vermillion; we had an issue since the last meeting. We had some confusion on procedure with the resident services and how you go about getting things done, so I wanted to thank you for that.

Mr. Flint: Good, yes, she called me and we talked about that. I think we are all on the same page. There was some miscommunication apparently. If there is nothing else, is there a motion to adjourn?

FOURTEENTH ORDER OF BUSINESS

Adjournment

The meeting was adjourned.

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

Secretary / Assistant Secretary

Chairman / Vice Chairman

SECTION V

SECTION A

RESOLUTION 2021-07

THE ANNUAL APPROPRIATION RESOLUTION OF THE INDIGO EAST COMMUNITY DEVELOPMENT DISTRICT (THE "DISTRICT") RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021, AND ENDING SEPTEMBER 30, 2022.

WHEREAS, the District Manager has, prior to the fifteenth (15th) day in June, 2021, submitted to the Board of Supervisors (the "Board") a proposed budget for the next ensuing budget year along with an explanatory and complete financial plan for each fund of the Indigo East Community Development 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 annual budget (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 August 17, 2021, as the date for 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, Section 190.008(2)(a), Florida Statutes, requires that, prior to October 1, of each year, the District 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 INDIGO EAST COMMUNITY DEVELOPMENT DISTRICT;

Section 1. Budget

- a. That the Board of Supervisors has reviewed the District Manager's Proposed Budget, a copy of which is on file with the office of the District Manager and at the District's Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.
- b. That the District Manager's 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, 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 for Fiscal Year 2021 and/or revised projections for Fiscal Year 2022.

- c. That the adopted budget, as amended, shall be maintained in the office of the District Manager and at the District's Records Office and identified as "The Budget for Indigo East Community Development District for the Fiscal Year Ending September 30, 2022," as adopted by the Board of Supervisors on August 17, 2021.

Section 2. Appropriations

There is hereby appropriated out of the revenues of the Indigo East Community Development District, for the fiscal year beginning October 1, 2021, and ending September 30, 2022, the sum of \$_____ to be raised by the levy of assessments and/or otherwise, which sum is deemed by the Board of Supervisors 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(S) – SERIES 2006B/2016	\$_____
TOTAL ALL FUNDS	\$_____

Section 3. Supplemental Appropriations

The Board may authorize by resolution, supplemental appropriations or revenue changes for any lawful purpose from funds on hand or estimated to be received within the fiscal year as follows:

- a. Board may authorize a transfer of the unexpended balance or portion thereof of any appropriation item.
- b. Board may authorize an appropriation from the unappropriated balance of any fund.
- c. Board may increase any revenue or income budget amount to reflect receipt of any additional unbudgeted monies and make the corresponding change to appropriations or the unappropriated balance.

The District Manager and Treasurer shall have the power within a given fund to authorize the transfer of any unexpected balance of any appropriation item or any portion thereof, provided such transfers do not exceed Ten Thousand (\$10,000) Dollars or have the effect of causing more than 10% of the total appropriation of a given program or project to be transferred previously approved transfers included. Such transfer shall not have the effect of causing a more than

\$10,000 or 10% increase, previously approved transfers included, to the original budget appropriation for the receiving program. Transfers within a program or project may be approved by the Board of Supervisors. The District Manager or Treasurer must establish administrative procedures which require information on the request forms proving that such transfer requests comply with this section.

Introduced, considered favorably, and adopted this 17th day of August, 2021.

ATTEST:

**INDIGO EAST COMMUNITY
DEVELOPMENT DISTRICT**

Secretary

By: _____

Its: _____

Indigo East
Community Development District

Proposed Budget
FY 2022

GMS
GOVERNMENT MANAGEMENT SERVICES

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Indigo East
Community Development District
Proposed Budget
General Fund

Description	Adopted Budget FY2021	Actuals Thru 6/30/21	Projected Next 3 Months	Projected Thru 9/30/21	Proposed Budget FY2022
Revenues					
Maintenance Assessments	\$ 254,337	\$ 255,132	\$ -	\$ 255,132	\$ 254,337
Interest	\$ -	\$ 15	\$ 6	\$ 21	\$ -
Carry Forward Surplus	\$ -	\$ -	\$ -	\$ -	\$ 12,378
Total Revenues	\$ 254,337	\$ 255,147	\$ 6	\$ 255,153	\$ 266,715

Expenditures

General & Administrative

Supervisor Fees	\$ 4,000	\$ 2,800	\$ 1,000	\$ 3,800	\$ 4,000
FICA Expense	\$ 306	\$ 168	\$ 77	\$ 245	\$ 306
Engineering	\$ 1,200	\$ -	\$ 1,200	\$ 1,200	\$ 1,200
Trustee Fees	\$ 2,050	\$ 2,020	\$ 30	\$ 2,050	\$ 2,050
Dissemination	\$ 2,700	\$ 1,975	\$ 725	\$ 2,700	\$ 2,700
Arbitrage	\$ 600	\$ 600	\$ -	\$ 600	\$ 450
Assessment Roll	\$ 5,000	\$ 5,000	\$ -	\$ 5,000	\$ 5,000
Attorney	\$ 6,000	\$ 1,045	\$ 4,955	\$ 6,000	\$ 6,000
Annual Audit	\$ 3,600	\$ 3,600	\$ -	\$ 3,600	\$ 3,800
Management Fees	\$ 7,244	\$ 5,433	\$ 1,811	\$ 7,244	\$ 7,461
Information Technology	\$ 600	\$ 450	\$ 150	\$ 600	\$ 800
Website Maintenance	\$ 400	\$ 300	\$ 100	\$ 400	\$ 600
Telephone	\$ 100	\$ -	\$ 50	\$ 50	\$ 100
Postage	\$ 1,500	\$ 37	\$ 375	\$ 412	\$ 1,250
Printing & Binding	\$ 800	\$ 177	\$ 200	\$ 377	\$ 500
Insurance	\$ 6,815	\$ 6,503	\$ -	\$ 6,503	\$ 7,154
Legal Advertising	\$ 1,000	\$ -	\$ 1,000	\$ 1,000	\$ 1,000
Other Current Charges	\$ 700	\$ 440	\$ 114	\$ 554	\$ 700
Office Supplies	\$ 200	\$ 84	\$ 28	\$ 112	\$ 200
Property Taxes	\$ 35	\$ 15	\$ -	\$ 15	\$ 35
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ -	\$ 175	\$ 175
Total General & Administrative	\$ 45,025	\$ 30,823	\$ 11,814	\$ 42,637	\$ 45,481

Operations & Maintenance

Property Insurance	\$ 410	\$ 423	\$ -	\$ 423	\$ 465
Water Expense	\$ 2,500	\$ 1,960	\$ 600	\$ 2,560	\$ 2,700
Electric Expense	\$ 25,432	\$ 16,781	\$ 5,250	\$ 22,031	\$ 25,432
Irrigation Repairs	\$ 2,925	\$ -	\$ 2,925	\$ 2,925	\$ 2,925
Retention Ponds/ROW Maintenance	\$ 163,045	\$ 115,607	\$ 48,085	\$ 163,693	\$ 169,162
Plant Replacement	\$ 2,500	\$ -	\$ 2,500	\$ 2,500	\$ 2,500
Tree Trimming	\$ 1,000	\$ -	\$ 1,000	\$ 1,000	\$ 1,000
Pressure Washing	\$ 6,500	\$ -	\$ -	\$ -	\$ 13,000
Well Maintenance/Repairs	\$ 5,000	\$ -	\$ 5,000	\$ 5,000	\$ 4,050
Contingency	\$ -	\$ 2,985	\$ -	\$ 2,985	\$ -

Total Operations & Maintenance:	\$ 209,312	\$ 137,757	\$ 65,360	\$ 203,117	\$ 221,234
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Total Expenditures	\$ 254,337	\$ 168,579	\$ 77,175	\$ 245,754	\$ 266,715
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Excess Revenues/(Expenditures)	\$ -	\$ 86,568	\$ (77,169)	\$ 9,399	\$ 0
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	FY2019	FY2020	FY2021	FY2022
Net Assessments	\$195,929	\$254,337	\$254,337	\$254,337
Discounts & Collections (6%)	\$12,506	\$16,234	\$16,234	\$16,234
Gross Assessments	\$208,435	\$270,572	\$270,572	\$270,572
Total Units	705	605	605	605
Assessments per Unit	\$296	\$447	\$447	\$447

Indigo East
Community Development District
General Fund Budget
Fiscal Year 2022

REVENUES:

Maintenance Assessments

The District will levy a non-ad valorem special assessment on all taxable property within the District, to fund all General Operating and Maintenance Expenditures for the Fiscal Year.

Interest

The District receives interest earnings from its cash balance in the SunTrust operating account.

EXPENDITURES:

Administrative:

Supervisor Fees

The Florida Statutes allows each board member to receive \$200 per meeting not to exceed \$4,800 in one year. This amount is based upon 5 Supervisors attending 4 monthly meetings.

FICA Expense

Represents the Employer's share of Social Security and Medicare taxes withheld from Board of Supervisors checks.

Engineering

The District's engineer will be providing general engineering services to the District, e.g., attendance and preparation for monthly meetings, reviewing invoices, and various projects assigned as directed by the Board of Supervisors. The District currently has an agreement with Dewberry Engineers Inc.

Trustee Fees

The District issued Series 2016 Special Assessment Refunding Bonds that are administered by a Trustee at US Bank.

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. The District currently contracted with Governmental Management Services – Central Florida, LLC.

Arbitrage

The District has contracted with an independent certified public accountant to annually calculate the District's Arbitrage Rebate Liability on the Series 2016 Special Assessment Refunding Bonds.

Indigo East
Community Development District
General Fund Budget
Fiscal Year 2022

Assessment Roll

Governmental Management Services – Central Florida, LLC serves as the District’s collection agent and certifies the District’s non-ad valorem assessments with the county tax collector.

Attorney

The District’s legal counsel will be providing general legal services to the District, i.e., attendance and preparation for monthly meetings, review operating and maintenance contracts, etc. The District currently has an agreement with Colen & Wagoner P.A.

Annual Audit

The District is required annually to conduct an audit of its financial records by an Independent Certified Public Accounting Firm. The District has contracted with Grau & Associates for this service.

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 reporting, annual audits, etc.

Information Technology

Represents costs related to the District’s information systems, which include but are not limited to video conferencing services, cloud storage services and servers, security, accounting software, etc.

Website Maintenance

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

Telephone

Telephone and fax machine.

Postage

Mailing of agenda packages, overnight deliveries, checks for vendors and any other required correspondence.

Printing & Binding

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

Indigo East
Community Development District
General Fund Budget
Fiscal Year 2022

Insurance

The District's general liability & public officials liability insurance policy is with Florida Insurance Alliance. The Florida Insurance Alliance specializes in providing insurance coverage to governmental agencies.

Legal Advertising

The District is required to advertise various notices for monthly Board meetings, public hearings, etc. in a newspaper of general circulation. The District does most of its legal advertising with Ocala Star-Banner.

Other Current Charges

Includes bank charges and any other miscellaneous expenses that are incurred during the year.

Property Taxes

The District pays annual property tax to the Marion County Tax Collector's Office.

Office Supplies

The District incurs charges for supplies that need to be purchased during the fiscal year, including copier and printer toner cartridges, paper, file folders, binders, pens, paper clips, and other such office supplies.

Dues, Licenses & Subscriptions

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

Maintenance:

Water & Sewer

To record the water cost of irrigation charges to the common area. The District has the following accounts with Bay Laurel Center CDD.

Address	Monthly	Annually
80th Terrace Median	\$50	\$600
82nd/78th Terrace Median	\$100	\$1,200
77th Court Culdesac	\$30	\$360
Contingency		\$540
		\$2,700

Indigo East
Community Development District
General Fund Budget
Fiscal Year 2022

Electric Expense

To record the electric cost of street lighting and pumps for wells. The District has the following account with Sumter Electric Cooperative, Inc. (SECO).

Description	Monthly	Annually
Streetlighting	\$1,636	\$19,632
Well Pumps	\$400	\$4,800
Contingency		\$1,000
TOTAL		\$25,432

Irrigation Repairs

To record the cost of various repairs that may be needed to the irrigation system.

Retention Ponds/R O W Maintenance

The District has contracted with Earthscapes Unlimited, Inc to provide the following services:

Turf Maintenance

- A. Turf areas unless otherwise specified will be mowed on a weekly basis in the growing season (April through October). During months not specified in the growing season (November through March) the turf will be mowed at least twice a month unless abnormal conditions arise. Typical yearly mowing schedules will allow for 38 mowings per year.

Edging / String Trimming

- A. Edging of all hard edges: Sidewalks, Driveways, Curb lines etc. adjacent to maintained property will be edged on a weekly basis during the growing season in conjunction with the maintenance schedule. All storm water culverts will be string trimmed on a weekly basis during the growing season in conjunction with the maintenance schedule to ensure vegetation will not obstruct discharge culvert area.
Edging of all landscape beds will be done on a weekly basis to provide a crisp edge. Retention ponds with beds areas will be edged using mechanical equipment such as an edger, string trimmer. Herbicidal edging is will not be acceptable. Bed lines will be edged with the intent to keep the same original design and will be enlarged if plant material growth warrants.

Bed Maintenance

- A. Beds are to be free of weeds, trash and other debris at all times. Pre-emergent and post—herbicidal applications may be used to help control weed growth but hand weeding will be done “as needed.”

Indigo East
Community Development District
General Fund Budget
Fiscal Year 2022

Tree Maintenance, Pruning and Fertilization

A. Tree staking materials will be adjusted, tightened or removed to ensure proper growth.

Turf Fertilization

A. St. Augustine Turf will be fertilized (3) times a year.

Mulch

A. Pine Straw mulch will be added twice per year in landscape bed areas.

Description	Monthly	Annually
Earthscapes Unlimited Inc - North Area	\$4,239	\$50,873
Earthscapes Unlimited Inc - South Area	\$4,889	\$58,665
Everglades Pine Straw 10,100 bales @ \$4.03/bale)		\$40,703
Retention Ponds	\$1,577	\$18,921
TOTAL		\$169,162

Plant Replacement

Estimated cost to replace damaged plants within the District.

Tree Trimming

Estimated cost for tree trimming within the District.

Pressure Washing

Estimated cost to pressure wash, annually, curbs, sidewalks and common areas maintained by the District.

Well Repairs and Maintenance

Estimated cost for repairs and maintenance of the two wells.

Indigo East
Community Development District
Proposed Budget
Capital Reserves Fund

Description	Adopted Budget FY2021	Actuals Thru 6/30/21	Projected Next 3 Months	Projected Thru 9/30/21	Proposed Budget FY2022
Revenues					
Interest Income	\$ 5,000	\$ 600	\$ 60	\$ 660	\$ -
Carry Forward Surplus	\$ 503,897	\$ 482,901	\$ -	\$ 482,901	\$ 477,661
Total Revenues	\$ 508,897	\$ 483,501	\$ 60	\$ 483,561	\$ 477,661
Expenditures					
Roadway Resurfacing	\$ -	\$ -	\$ -	\$ -	\$ 106,169
Capital Outlay	\$ -	\$ 5,900	\$ -	\$ 5,900	\$ -
Total Expenditures	\$ -	\$ 5,900	\$ -	\$ 5,900	\$ 106,169
Excess Revenues/(Expenditures)	\$ 508,897	\$ 477,601	\$ 60	\$ 477,661	\$ 371,492

Indigo East
Community Development District
Proposed Budget
Debt Service Fund Series 2016

Description	Adopted Budget FY2021	Actuals Thru 6/30/21	Projected Next 3 Months	Projected Thru 9/30/21	Proposed Budget FY2022
Revenues					
Assessments - Tax Roll	\$ 85,312	\$ 85,769	\$ -	\$ 85,769	\$ 85,312
Assessments - Prepayments	\$ -	\$ 15,260	\$ -	\$ 15,260	\$ -
Interest Income	\$ 200	\$ 5	\$ 2	\$ 6	\$ -
Carry Forward Surplus	\$ 153,298	\$ 99,976	\$ -	\$ 99,976	\$ 103,661
Total Revenues	\$ 238,809	\$ 201,010	\$ 2	\$ 201,011	\$ 188,973
Expenditures					
General & Administrative:					
Special Call - 11/1	\$ 5,000	\$ 10,000	\$ -	\$ 10,000	\$ 15,000
Interest - 11/1	\$ 21,278	\$ 21,278	\$ -	\$ 21,278	\$ 20,284
Principal - 5/1	\$ 45,000	\$ 45,000	\$ -	\$ 45,000	\$ 40,000
Interest - 5/1	\$ 21,278	\$ 21,072	\$ -	\$ 21,072	\$ 20,284
Total Expenditures	\$ 92,556	\$ 97,350	\$ -	\$ 97,350	\$ 95,569
Excess Revenues/(Expenditures)	\$ 146,253	\$ 103,660	\$ 2	\$ 103,661	\$ 93,404

Nov 1, 2022	\$19,584
Net Assessments	\$85,312
Discounts & Collections (6%)	\$5,445
Gross Assessments	\$90,757
Total Units	187
Assessments per Unit	\$485

Indigo East
Community Development District
Series 2016 Special Assessment Bonds
Amortization Schedule

Date	Balance	Principal	Interest	Total
05/01/21	\$ 1,010,000.00	\$ 45,000.00	\$ 21,071.88	
11/01/21	\$ 965,000.00	\$ -	\$ 20,284.38	\$ 86,356.25
05/01/22	\$ 965,000.00	\$ 40,000.00	\$ 20,284.38	
11/01/22	\$ 925,000.00	\$ -	\$ 19,584.38	\$ 79,868.75
05/01/23	\$ 925,000.00	\$ 45,000.00	\$ 19,584.38	
11/01/23	\$ 880,000.00	\$ -	\$ 18,796.88	\$ 83,381.25
05/01/24	\$ 880,000.00	\$ 45,000.00	\$ 18,796.88	
11/01/24	\$ 835,000.00	\$ -	\$ 17,953.13	\$ 81,750.00
05/01/25	\$ 835,000.00	\$ 50,000.00	\$ 17,953.13	
11/01/25	\$ 785,000.00	\$ -	\$ 17,015.63	\$ 84,968.75
05/01/26	\$ 785,000.00	\$ 50,000.00	\$ 17,015.63	
11/01/26	\$ 735,000.00	\$ -	\$ 15,984.38	\$ 83,000.00
05/01/27	\$ 735,000.00	\$ 55,000.00	\$ 15,984.38	
11/01/27	\$ 680,000.00	\$ -	\$ 14,850.00	\$ 85,834.38
05/01/28	\$ 680,000.00	\$ 55,000.00	\$ 14,850.00	
11/01/28	\$ 625,000.00	\$ -	\$ 13,715.63	\$ 83,565.63
05/01/29	\$ 625,000.00	\$ 60,000.00	\$ 13,715.63	
11/01/29	\$ 565,000.00	\$ -	\$ 12,478.13	\$ 86,193.75
05/01/30	\$ 565,000.00	\$ 60,000.00	\$ 12,478.13	
11/01/30	\$ 505,000.00	\$ -	\$ 11,240.63	\$ 83,718.75
05/01/31	\$ 505,000.00	\$ 65,000.00	\$ 11,240.63	
11/01/31	\$ 440,000.00	\$ -	\$ 9,900.00	\$ 86,140.63
05/01/32	\$ 440,000.00	\$ 65,000.00	\$ 9,900.00	
11/01/32	\$ 375,000.00	\$ -	\$ 8,437.50	\$ 83,337.50
05/01/33	\$ 375,000.00	\$ 70,000.00	\$ 8,437.50	
11/01/33	\$ 305,000.00	\$ -	\$ 6,862.50	\$ 85,300.00
05/01/34	\$ 305,000.00	\$ 70,000.00	\$ 6,862.50	
11/01/34	\$ 235,000.00	\$ -	\$ 5,287.50	\$ 82,150.00
05/01/35	\$ 235,000.00	\$ 75,000.00	\$ 5,287.50	
11/01/35	\$ 160,000.00	\$ -	\$ 3,600.00	\$ 83,887.50
05/01/36	\$ 160,000.00	\$ 80,000.00	\$ 3,600.00	
11/01/36	\$ 80,000.00	\$ -	\$ 1,800.00	\$ 85,400.00
05/01/37	\$ 80,000.00	\$ 80,000.00	\$ 1,800.00	\$ 81,800.00
		\$ 1,010,000.00	\$ 416,653.13	\$ 1,426,653.13

SECTION B

RESOLUTION 2021-08

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE INDIGO EAST COMMUNITY DEVELOPMENT DISTRICT IMPOSING SPECIAL ASSESSMENTS AND CERTIFYING AN ASSESSMENT ROLL; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Indigo East Community Development District (“the 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 Marion County, Florida (the “County”); and

WHEREAS, the District has constructed or acquired various infrastructure improvements and provides certain services in accordance with the District’s adopted Improvement Plan and Chapter 190, Florida Statutes; and

WHEREAS, the Board of Supervisors of the District (“Board”) hereby determines to undertake various operations and maintenance activities described in the District’s budget for Fiscal Year 2021-2022 (“Operations and Maintenance Budget”), attached hereto as Exhibit “A” and incorporated by reference herein; 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 District’s budget for Fiscal Year 2021-2022; 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, The District has previously levied an assessment for debt service, which the District desires to collect on the tax roll for platted lots pursuant to the Uniform Method and which is also indicated on Exhibit “A”; 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

WHEREAS, the District has previously evidenced its intention to utilize this Uniform Method; and

WHEREAS, the District has approved an Agreement with the Tax Collector of the County to provide for the collection of the special assessments under the Uniform Method; and

WHEREAS, it is in the best interests of the District to proceed with the imposition of the special assessments; and

WHEREAS, it is in the best interests of the District to adopt the Assessment Roll of the Indigo East Community Development District (the "Assessment Roll") attached to this Resolution as Exhibit "B" and incorporated as a material part of this Resolution by this reference, and to certify the Assessment Roll on platted property to the County Tax Collector pursuant to the Uniform Method; and

WHEREAS, it is in the best interests of the District to permit the District Manager to amend the Assessment Roll, 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 INDIGO EAST COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. BENEFIT. The provision of the services, facilities, and operations as described in Exhibit "A" confer a special and peculiar benefit to the lands within the District, which benefits exceed or equal the costs of the assessments. The allocation of the costs to the specially benefitted lands is shown in Exhibits "A" and "B."

SECTION 2. ASSESSMENT IMPOSITION. A special assessment for operation and maintenance as provided for in Chapter 190, Florida Statutes, is hereby imposed and levied on benefitted lands within the District 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.

SECTION 3. COLLECTION. The collection of the operation and maintenance special assessments shall be at the same time and in the same manner as County taxes in accordance with the Uniform Method. The District shall also collect its previously levied debt service assessment pursuant to the Uniform method, as indicated on Exhibits "A" and "B."

SECTION 4. ASSESSMENT ROLL. The District's Assessment Roll, attached to this Resolution as Exhibit "B," 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 Indigo East Community Development District.

SECTION 5. ASSESSMENT ROLL AMENDMENT. The District Manager shall keep appraised of all updates made to the County property roll by Property Appraiser after the date of this Resolution, and shall amend the District's 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 to the tax roll 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 of Supervisors of the Indigo East Community Development District.

PASSED AND ADOPTED this 17th day of August, 2021.

ATTEST:

**INDIGO EAST COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/ Assistant Secretary

By: _____

Its: _____

SECTION VI

STEARNS WEAVER MILLER
WEISSLER ALHADEFF & SITTERSON, P.A.

MEMORANDUM

TO: Board of Supervisors of the Indigo East Community Development District

THROUGH: George Flint (District Manager)
Rachel Wagoner (District Counsel)

FROM: Reggie Bouthillier; Samantha Decker; and Kevin Reali (Developer Counsel)

RE: Proposed Actions to Finalize Operation and Maintenance of Indigo East Structuring

DATE: May 20, 2021

I. OVERVIEW

One of the last steps in the development process for a project like Indigo East is to transfer ownership of applicable improvements to the various entities that will operate and maintain the associated improvements in perpetuity. For Indigo East, which is part of a larger overall community structure, this process involves verification of various operation and maintenance responsibilities and transfers among several entities including the Indigo East Community Development District ("IE CDD"), the Indigo East Neighborhood Association ("Indigo HOA"), the Circle Square Ranch Master Association ("Master HOA"), the Developer, On Top of the World Communities, L.L.C. (f/k/a On Top of the World Communities, Inc.) ("Developer"), and the community amenities provider, SCA Indigo Amenities, LLC, an affiliate of Sidney Colen & Associates, Ltd. ("SCA"). The purpose of this process is to ensure that operation and maintenance of various improvements matches the overall community structure and that ownership of those improvements is vested in the correct operation and maintenance entity. While certain actions to transfer ownership of certain Indigo East real property has been completed, additional transfers are necessary to complete the development plan. This memorandum provides an overview of proposed actions needed to complete this process to finalize the community structure for the operation and maintenance of infrastructure within Indigo East. These proposals were collaboratively developed between Indigo East CDD District Counsel, Indigo East CDD Manager, Developer and Developer Counsel after research, review and verification of various ownership and required operating and maintenance responsibilities.

II. SUMMARY

The actions outlined herein will ensure that proper ownership of all roadways, stormwater retention and detention areas ("SRDA"), landscaped areas, and open space are transferred to the

correct entities, including IE CDD. Along with those transfers, some additional transfers, to entities other than IE CDD, will be completed to facilitate operation and maintenance by other entities. In conjunction with the transfers, two easement agreements will be finalized between IE CDD and Developer to address the long-term operation and maintenance of a SRDA benefitting Indigo East and of the south entrance of Indigo East.

III. ACTION PLAN

The following is a summary of the action plan; a more detailed matrix is attached hereto as Exhibit "A."

a. Transfer of Roadways, Drainage Areas, and Other Internal Open Space

Twenty-three platted tracts (or portions thereof) are proposed to be transferred from Developer to IE CDD, which will include internal roadways, all SRDAs created for Indigo East, and open space areas. As described below, Developer will survey the areas on Exhibit "B" to transfer those external buffers to the Master HOA.

b. Transfer of Dog Park and Trails to Indigo East Neighborhood Association

The Indigo East dog park (Tract G, Plat Book 9, Page 136) and the walking trails located within the southern portions Indigo East are intended to be private amenities for the Indigo East residents not open to the public. To meet this objective, these areas are being proposed for transfer to the Indigo HOA. A survey of the walking trails will need to be completed prior to transferring the walking trails to the Indigo HOA.

c. Transfer of External Buffer to Master Association

The Master HOA will operate and maintain the landscaping along SW 80th Street, SW 80th Avenue, and SW 90th Street to provide consistent landscaping throughout the On Top of the World Community. The area that is proposed for transfer to the Master HOA is identified in green on Exhibit "B."

d. Consideration for Transfers

Indigo East CDD District Counsel, Indigo East CDD Manager, Developer and Developer Counsel will document that the acreage of land being transferred *to* IE CDD from any entity is greater than the acreage of land being transferred *from* IE CDD to any other entity.

e. Amenity Clarification Transfers

Indigo East contains two parcels for Neighborhood Association amenities. Those parcels are owned by SCA, as provided in the Neighborhood Association governing documents. The club house located at SW 84th Street is situated on the same platted tract as a SRDA (Tract J, Plat Book

9, Page 136). While the club house portion of the platted tract is vested in SCA, the SRDA portion of the platted tract is proposed to be transferred to the IE CDD. Because this club house and the SRDA were platted as one tract, and in order to clarify title to the respective facilities, SCA will quitclaim the SRDA portion of the platted tract to IE CDD and IE CDD will quitclaim the club house portion of the platted tract to SCA. Thereafter, SCA will transfer both of the Neighborhood Association amenities to SCA Indigo Amenities, LLC.

IV. EASEMENTS

There are two areas within Indigo East that are anticipated to be further improved by Developer. In order to allow for needed development, it is proposed that IE CDD grant an easement over certain portions of the land transferred from Developer to IE CDD.

a. Easement Agreement for Tract B-1

There is a SRDA located north of SW 80th Street at the intersection of SW 80th Street and SW 80th Ave. (see the area shown in orange on Exhibit "B"). This SRDA may be expanded and modified by Developer in the future. In order to ensure Developer and IE CDD are liable for their respective use of the SRDA, Indigo East CDD District Counsel, Indigo East CDD Manager, Developer and Developer Counsel will prepare an Easement and Cost-Sharing Agreement for the Board's consideration whereby (i) Developer can use and expand the SRDA, (ii) Developer would be responsible for the costs of any expansion or improvements of the SRDA, and (iii) after expansion or improvements of the SRDA are completed then the Developer and IE CDD will each be responsible for their pro-rata share of perpetual operation and maintenance of the SRDA.

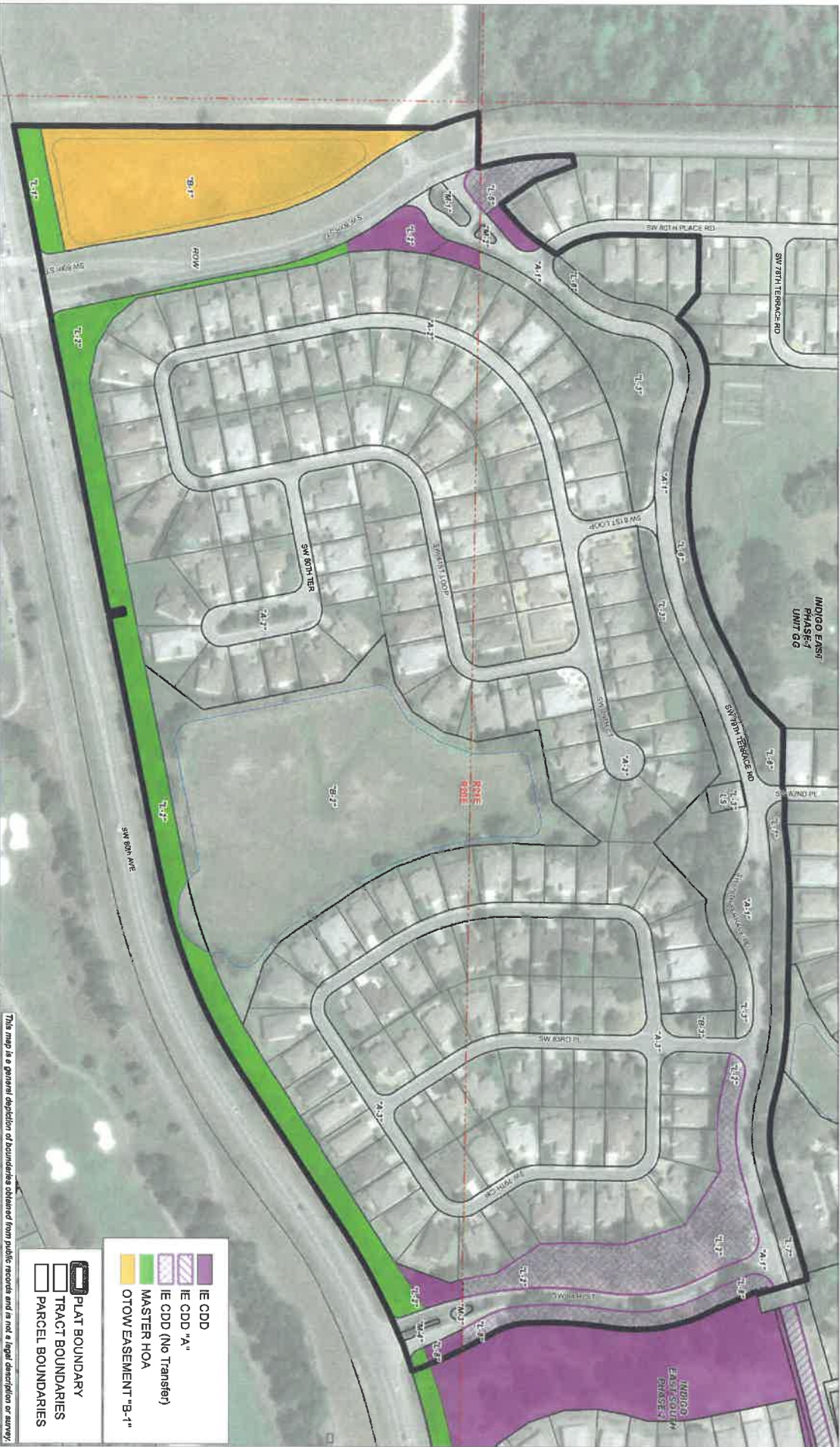
b. Easement Agreement for Southern Entrance

It is anticipated that improvements will be made at the intersection of SW 90th Street and the southern entrance to Indigo East, including a signal when warranted. To ensure that such improvements can be constructed, Indigo East CDD District Counsel, Indigo East CDD Manager, Developer and Developer Counsel will prepare an Easement Agreement for the Board's consideration encompassing the area shown in pink on Exhibit "B" to address the access rights and responsibilities related to this intersection, including the cost of improvements to the intersection.

Following approval by the Board of Supervisors of the Indigo East Community Development District, Developer Counsel will engage a surveyor to prepare legal descriptions of the areas subject to transfer as provided herein. Developer and Developer Counsel, in consultation with Indigo East CDD District Counsel and Indigo East CDD Manager, will thereafter prepare the deeds, easements and other agreements necessary to accomplish the structuring contemplated by this memorandum to present to the Board for consideration and approval.

DRAFT - Exhibit "A" - DRAFT

TRACT	DESCRIPTION	TRANSFER FROM	TRANSFER TO
Phase I Units AA & BB			
B-1	DRA north of SW 80th ST	OTOW	IE CDD
L-1	External Buffer along SW 80th Ave	IE CDD	Master HOA
	External Buffer along SW 80th Ave	OTOW	Master HOA
L-2	External Buffer along SW 80th St and SW 80th Ave	IE CDD	Master HOA
	External Buffer along SW 80th St and SW 80th Ave	OTOW	Master HOA
	Internal Buffer	OTOW	IE CDD
L-3 LS	Lift Station	IE CDD	BLC CDD
L-8	External Buffer along SW 80th Ave	IE CDD	Master HOA
	External Buffer along SW 80th Ave	OTOW	Master HOA
	Internal Buffer	OTOW	IE CDD
Phase I Unit GG			
G	Dog Park and Trail	IE CDD	Indigo HOA
	Dog Park and Trail	OTOW	Indigo HOA
J	Club House Parcel	SCA	SCA Indigo Amenities, LLC
	Club House Parcel	IE CDD	SCA Indigo Amenities, LLC
	Internal DRA	SCA	IE CDD
South Phase 2 & 3			
A	Internal Roadway	OTOW	IE CDD
J	Trail	OTOW	Indigo HOA
	Internal DRA	OTOW	IE CDD
K	Internal Buffer	OTOW	IE CDD
L	Internal Buffer	OTOW	IE CDD
M	Internal Buffer	OTOW	IE CDD
N	External Buffer along SW 80th Ave	OTOW	Master HOA
	Trail	OTOW	Indigo HOA
	Internal Buffer	OTOW	IE CDD
O	Internal Buffer	OTOW	IE CDD
P	Internal Buffer	OTOW	IE CDD
South Phase 1			
A	Internal Roadway	OTOW	IE CDD
B	Internal DRA	OTOW	IE CDD
C	Internal DRA	OTOW	IE CDD
	External Buffer along SW 80th Ave	OTOW	Master HOA
D	Internal Buffer	OTOW	IE CDD
	Utility Parcel	OTOW	DCM
E	Internal DRA	OTOW	IE CDD
	Trail	OTOW	Indigo HOA
F	Lift Station	OTOW	BLC CDD
G	Internal Buffer	OTOW	IE CDD
H	Internal Buffer	OTOW	IE CDD
	External Buffer Along 90th St	OTOW	Master HOA
South Phase IV			
A	Internal Roadway	OTOW	IE CDD
E-1	External Buffer Along 90th St	OTOW	Master HOA
	Internal DRA	OTOW	IE CDD
	Trail	OTOW	Indigo HOA
I	Amenity Center	SCA	SCA Indigo Amenities, LLC.
Duplex			
A	Internal Roadway	OTOW	IE CDD
B	External Buffer Along 90th St	OTOW	Master HOA
	Internal Buffer	OTOW	IE CDD
C	External Buffer Along 90th St	OTOW	Master HOA
D	Internal Buffer	OTOW	IE CDD



TITLE:

Final Plat for Indigo East Phase 1
Units "A-A" and "B-B"

2.20.04

PROJECT:

On Top of The World

Marion County, Florida

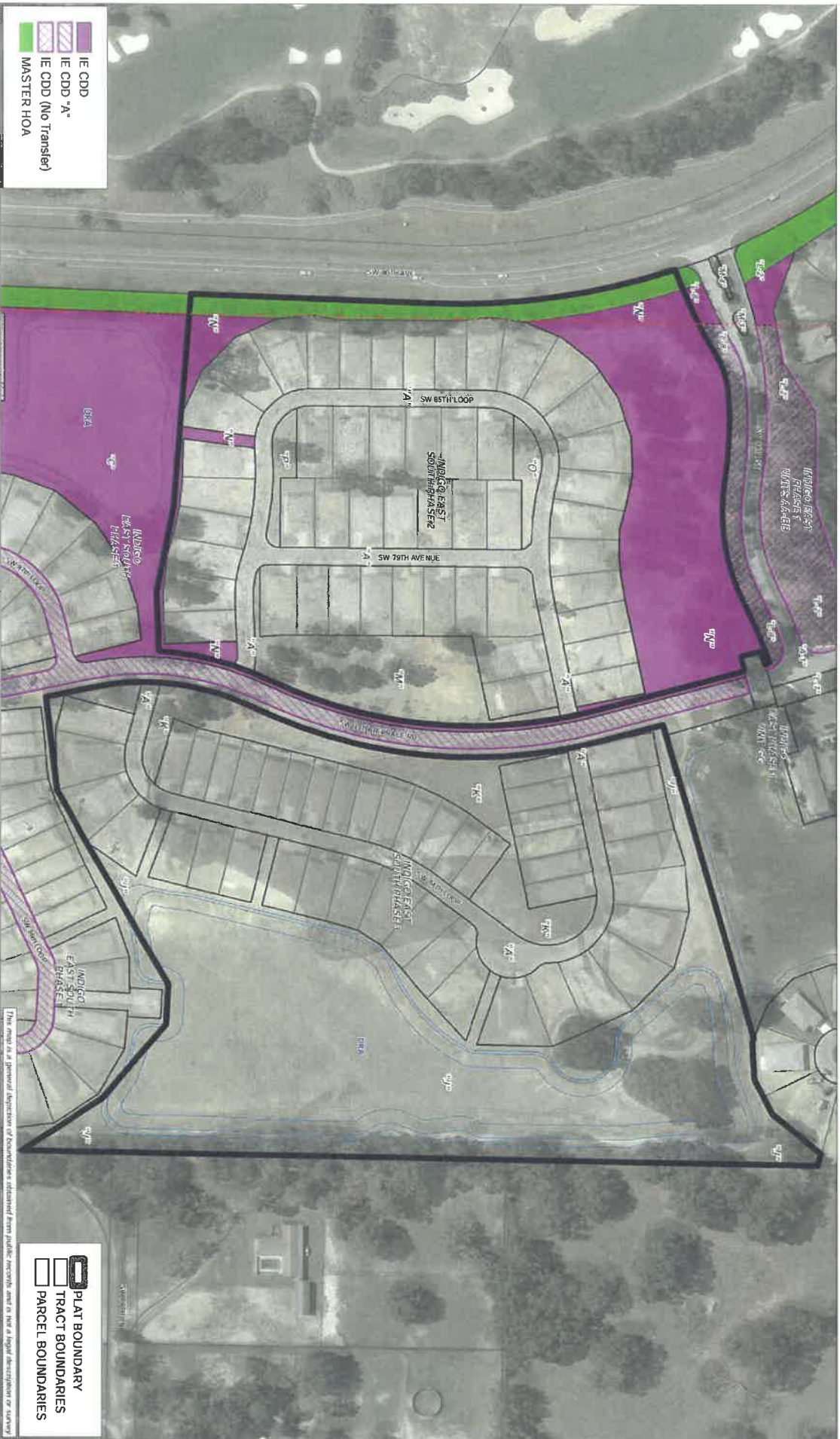
MIAMI | FORT LAUDERDALE | TAMPA | TALLAHASSEE | CORAL GABLES

STEARNS WEAVER MILLER



- PLAT BOUNDARY
- TRACT BOUNDARIES
- PARCEL BOUNDARIES
- IE CDD
- IE CDD "A"
- IE CDD (No Transfer)
- MASTER HOA
- OTOW EASEMENT "B-1"





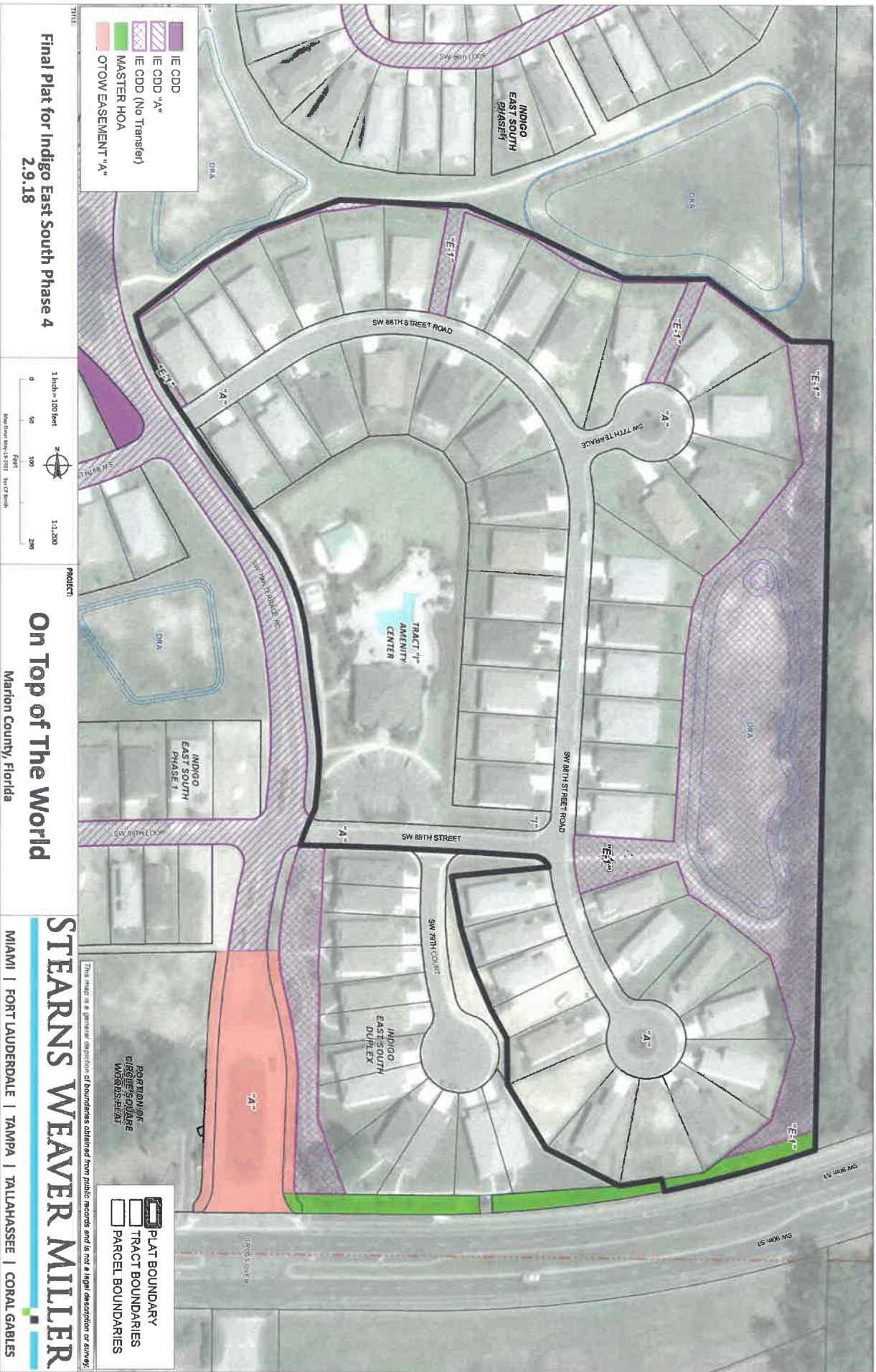
Final Plat for Indigo East South Phase 2 & 3
7.20.18

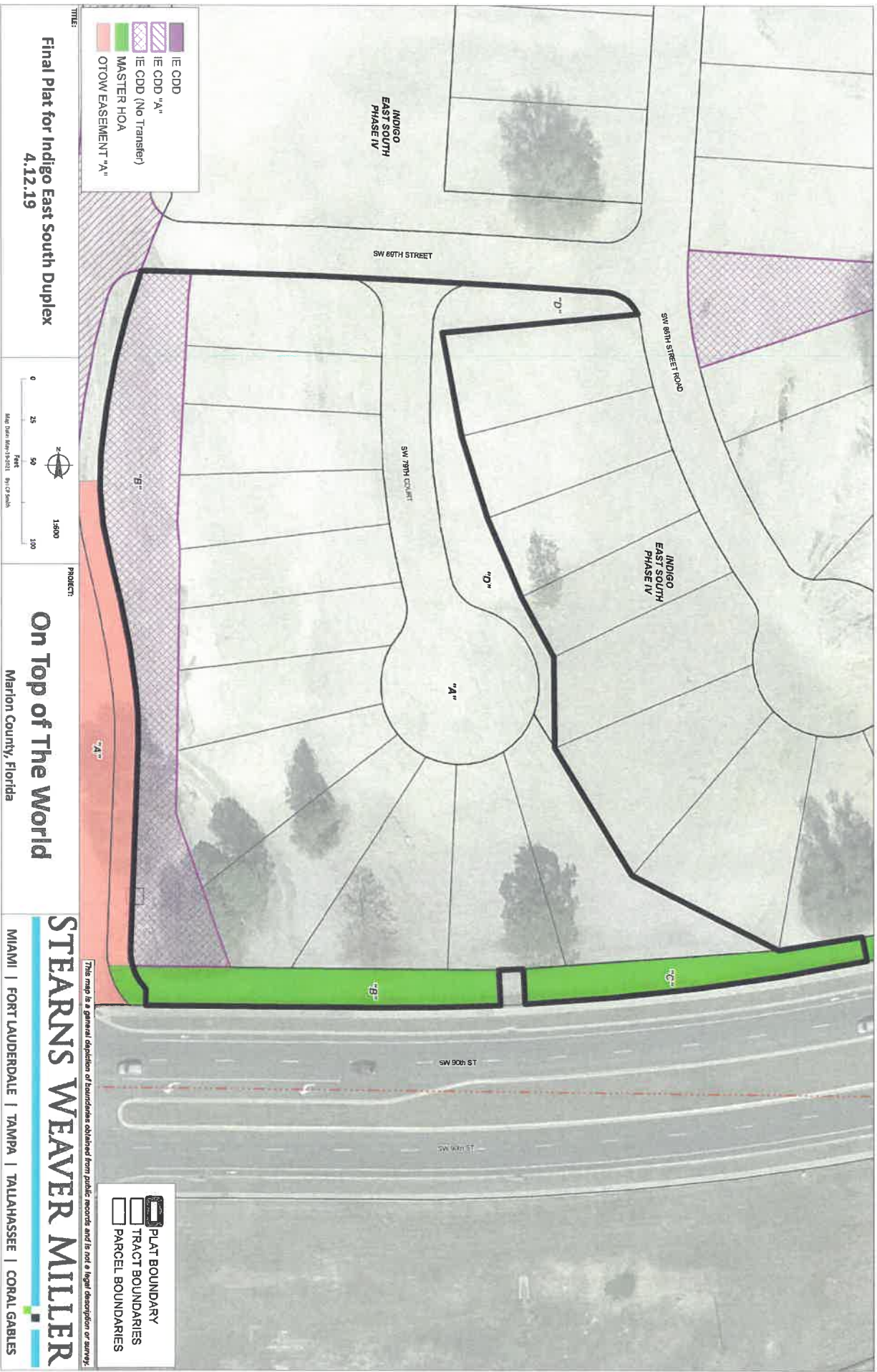
1 inch = 150 feet
0 75 150 300
Feet
Map Date: 7/20/18
By: C. Smith

PROJECT:
On Top of The World
Marion County, Florida

STEARN'S WEAVER MILLER
MIAMI | FORT LAUDERDALE | TAMPA | TALLAHASSEE | CORAL GABLES

PLAT BOUNDARY
TRACT BOUNDARIES
PARCEL BOUNDARIES





This map is a general depiction of boundaries obtained from public records and is not a legal description or survey.



SECTION VII

AGREEMENT

THIS AGREEMENT is entered into this 1st day of October 2021, by and between Indigo East Community Development District a Florida corporation ("IECDD") and Earthscapes Unlimited, Inc., a Florida corporation ("Contractor").

WHEREAS:

- A. OTOW desires to contract landscape maintenance with Earthscapes Unlimited, Inc., as further described in **Exhibit A**, Landscape Scope of Work for the maintenance of the Indigo East CDD Right of Way, and DRAs defined in Exhibit C.
- B. Contractor presented IECDD a bid defined in **Exhibit B** at \$128,000 annually, increasing 5% each year for 2 additional years terminating September 20, 2024.
- C. IECDD has determined to accept that bid proposal.

NOW THEREFORE, in consideration of the mutual promises set forth herein, and other good and valuable consideration, the parties hereto agree as follows:

1. **Services.** Contractor will provide the Services to IECDD as described in **Exhibit A**, plus any other written plans and written specifications which shall be agreed upon by the parties hereto. Provided however, that this Agreement shall have no force and effect until Contractor has provided IECDD with such proof of insurance as well as any other requirements as are acceptable to IECDD.

2. **Compensation.** Upon completion of the Services, and thereafter, verification by IECDD that Contractor has provided the Services as described in **Exhibit A**, Contractor shall submit an invoice for such Services to IECDD as outlined in **Exhibit A**. Provided Contractor's invoice for payment is received by IECDD not later than Tuesday, and subject to satisfactory completion and acceptance of work, payment will be made on the **Friday of the following week after 2:00 p.m.** As often as requested by IECDD and as a condition precedent to payment, Contractor shall sign a final lien waiver/release, as subsequently directed by IECDD. As often as requested by IECDD and as a condition precedent to payment, Contractor shall submit proof of Contractor's payment to all contractors, suppliers, laborers, and other persons or entities claiming through Contractor, who furnished labor, materials, services, or equipment in connection with the Services.

3. **Term.** The term of this Agreement shall commence on October 1, 2021, and shall continue to September 30, 2024.

4. **Claims by the Owner.** Liquidated damages for delay shall be assessed against the Contractor only to the extent caused by Contractor, the Contractor's employees and agents, contractors, suppliers, or any other person or entity for whose acts the Contractor may be liable to the extent that Owner is assessed such liquidated damages by the Owner. This provision shall in no way limit the Owner's right to claim for any direct or consequential damages arising out of any delay caused by the Contractor, the Contractor's employees and agents, contractors, suppliers, or any other person or entity for whose acts the Contractor may be liable.

Contractor shall remove and repair or replace any of its workmanship, material, and equipment that is defective, substandard, or not in compliance with the Contract Documents, as determined by Owner, based upon reasonable evidence. Contractor shall also pay all expenses incurred in removing, replacing, or repairing any other work required as a result of removing, replacing, or repairing any part of Contractor's defective Work.

If Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within twenty-four (24) hours after receipt of written notice from Owner to commence and continue correction of such default or neglect with diligence and promptness, Owner may, without prejudice to any other remedy have Contractor correct such deficiencies in a manner deemed necessary by Owner and may deduct the cost thereof from payments then or thereafter due Contractor or otherwise claim such amounts from Contractor. Owner shall make the determination based upon reasonable evidence, whether there exists faulty workmanship, materials, or

equipment. Contractor will be given one twenty-four (24) hour written notice; any subsequent notice of neglect of work will result in a 30 days written notice and termination of the contract as specified in section 13. The cost of completion of work in connection with this agreement shall be deducted from any monies due or to become due to contractor for such work. Termination of all or any part of the work to be performed by contractor in connection with the agreement will be given written notice to contractor specifying the work to be terminated and the effective date of termination.

Payments otherwise due Contractor may be withheld by Owner on account of defective work not remedied, failure of Contractor to make payments properly for material, services, labor or equipment, or a reasonable doubt that the Contract can be completed for the Contract balance then unpaid. Owner may rectify any of these conditions at Contractor's expense upon written notice. In the event that the amount owed to Contractor under this Agreement at the time claims were remedied by Owner is less than the amount back charged against Contractor's account, the Contractor shall remit the difference to Owner.

5. **Claims by the Contractor.** Time extensions due to unusual weather conditions shall be granted to the extent Contractor establishes that during the time of performance of the Work, Contractor encountered weather more severe than could have been reasonably anticipated at the time Contractor entered into this Agreement and to the extent such unusual weather conditions actually affected the overall progress of the Work. Time extensions will only be granted if Owner approves it and grants Contractor an equivalent time extension.

No claim of the Contractor shall be allowed if asserted after a five (5) day period. The decision of the Owner as to whether a change has occurred or whether the Contractor's claim has validity shall be final. No claim relating to or flowing from a particular change shall be allowed after execution of the change order relating to that change.

In the event fuel cost exceed \$5.00 per gallon contractor may apply a 2% fuel surcharge on contract pricing. It is expressly agreed that it is the contractor's sole responsibility to notify Owner or Owner Representative in writing of intent to impose fuel surcharge prior to submitting monthly billing statement and include contractor's fuel billing invoice.

6. **Indemnity.** Contractor shall "hold harmless," defend and indemnify IECDD, On Top of the World Condominium Association, Inc., On Top of the World Communities, Inc., and any its related entities' agents, servants, employees, officers, directors, stockholders and officials thereof from and against any and all claims for loss, damage, liability or responsibility for damage that may arise in connection with the Contractor's acts or actions arising from or contemplated by this Agreement including, without limitation, harm. Loss or damage resulting to or from personal injury to third persons.

7. **Insurance Requirements.** Unless identified otherwise in the Contractor's Scope of Work, Contractor shall maintain the insurance coverage in accordance with the attached **Exhibit D**.

8. **Business Ethics Expectations.** Contractor understands and agrees to abide by standard of ethical conduct as described in the Business Ethics Expectations provided in **Exhibit E**.

9. **Safety.** The Contractor agrees that it shall be solely responsible for supervising its employees, that it shall comply with all rules, regulations, orders, standards and interpretations promulgated pursuant to the OSHA Act of 1970, including but not limited to training, record keeping, providing PPE, lockout / tag-out procedures, MSDS sheets and labeling as required by the right to know standards, 29, CFR 1910.1200. In conjunction, the Contractor is subject to fines issued by the IECDD's Safety Director for non-compliance with any of the fore mentioned requirements. Contractor at sole cost and expense shall provide safe and sufficient facilities at all times for inspection of the Work by IECDD or its respective representatives. Contractor shall take all safety measures required by IECDD and the State of Florida safety rules and shall comply with the Federal Occupational Safety and Health Act and any rule made pursuant to it, and all other applicable federal, state and local laws, rules and regulations. The indemnification provisions of numbered paragraph 6 shall be applicable to this paragraph 9.

10. **Relationship of parties.** Neither this Agreement, nor any term, provision, payment or right

hereunder shall in any way or for any purpose constitute or cause IECDD to become or be deemed a partner of Contractor in the conduct of its business, or otherwise, or to cause IECDD to become or be deemed a joint adventurer or a member of a joint enterprise with Contractor, as IECDD is and shall remain an independent contractor by reason of this Agreement.

11. **Defective or Non-Conforming Work.** Contractor shall remove and repair or replace at Contractor's expense and at IECDD's convenience, any of its workmanship, material and equipment that is defective or substandard, or is otherwise non-conforming to, the Contract or Contract Documents and/or applicable code requirements, at any time during Contractor's performance of the work required hereunder or within the duration of the contract. Contractor shall maintain adequate personnel and equipment to respond within twenty-four (24) hours to IECDD's requests for services or warranty work, except for Emergency Service, which shall be within four (4) hours of notice.

12. **Warranties.** Contractor shall guarantee and shall warrant its Services to IECDD for the duration of the contract. Plant material that dies shall be evaluated and if determined contractor negligence than contractor shall be subject to replacement at no additional cost to IECDD.

13. **Termination.** This Agreement may be terminated, with or without cause by either party providing the other with forty-five (45) days written notice to the other. Termination of this Agreement shall have no effect upon the rights of the parties that accrued prior to termination.

14. **Notices.** All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested, addressed to the respective parties as follows:

If to:

**George Flint
Governmental Management Services - LLC
135 West Central BLVD, Suite 320
Orlando, Florida 32801**

If to:

**David Gruber
President
Earthscapes Unlimited, Inc.
1010 N Warnell Rd
Coleman, FL 33521**

15. **Alternative Dispute Resolution.** Any and all claims, disputes or controversies arising as a result of this Agreement or any of the provisions contained herein shall be submitted first to mediation before a Circuit Court certified mediator or any mediator agreed to by both parties in the venue of Marion County, Florida. All parties shall bear their own costs and attorneys' fees."

16. **Reference to Parties.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.

17. **Waiver.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.

18. **Jurisdiction and Venue.** Jurisdiction and venue of any matter involving this Agreement shall be in Marion County, Florida.

19. **Rights of Third Parties.** Nothing in this Agreement, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.

20. **Amendment.** This Agreement shall not be amended except by written agreement signed by both parties.

21. **No Construction Against Drafting Party.** Both parties to this Agreement have contributed to the drafting of this contract and hence it shall not be construed against either party by the courts when attempting to interpret its provisions.

22. **Section Headings.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.

23. **Entire Agreement.** This Agreement, including exhibits, (if any) constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this agreement. Acceptance of, or acquiescence in, a course of performance rendered under this or any prior agreement shall not be relevant or admissible to determine the meaning of this Agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to make objection. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth above.

WITNESS:

IECDD

By: _____

Corporation

WITNESS:

By: _____

Name
Title

Exhibit "A"

Landscape Scope of Work On Top of The World Communities, Inc.

General Conditions:

Parkway Maintenance & Management Co., Inc. ("Parkway") shall be the designated representative for On Top of the World Communities, Inc. for the purposes of contracting and contract services administration.

Maintenance of Turf

Turf Fertilization:

To ensure proper fertilization, all turf fertilizers shall be watered in whenever possible to reduce volatilization resulting in Nitrogen loss.

Bahia Turf:

Bahia Turf shall be fertilized once per year using a complete acid-forming fertilizer.

St. Augustine turf:

There shall be a minimum of three (3) applications of fertilizer applied to St. Augustine turf in accordance with the Marion County Fertilizer Ordinance, adopted May 2009; a complete acid-forming fertilizer shall be used.

1. **March/April:** A standard complete, non-burning fertilizer such as LESCO 12-2-14, or similar with alike major and minor nutrient package shall be applied at one (1) pound of actual Nitrogen per 1000 square feet. At least 50% of the nitrogen shall be slow release in the form of sulfur-coated urea, or a poly coated form.
2. **June/July:** Using higher Potassium, lower Nitrogen fertilizer shall be used. The lower Nitrogen content will help reduce grass blade growth and Chinch bug occurrences due to lack of fast succulent growth in the summer months and provide more Potassium for healthier roots with the drier months. A LESCO 9-2-24 or similar with alike major and minor nutrient package applied at one (1) pound of actual potassium per 1000 square feet. At least 50% of the nitrogen shall be slow release in the form of sulfur-coated urea, or a poly coated form.
3. **September/October:** LESCO 12-2-14 or similar with alike major and minor nutrient package shall be used. If desired color is not achieved during winter months a liquid application of fertilizer such as a 12-0-0 Nitrogen/Iron product can be used. This application should be done when insect and weed control applications are done. At least 50% of the nitrogen shall be slow release in the form of sulfur-coated urea, or a poly coated form.

Empire Zoysia turf:

There shall be a minimum of three (3) applications of fertilizer applied to Zoysia turf in accordance with the Marion County Fertilizer Ordinance, adopted May 2009; a complete acid-forming fertilizer shall be used.

1. **March/April:** A standard complete, non-burning fertilizer such as LESCO 12-2-14, or similar with alike major and minor nutrient package shall be applied at one (1) one pound of actual Nitrogen per 1000 square feet. At least 50% of the nitrogen shall be slow release in the form of sulfur-coated urea, or a poly coated form.
2. **June/July:** Using higher Potassium, lower Nitrogen fertilizer shall be used. The lower Nitrogen content will help reduce grass blade growth and Chinch bug occurrences due to lack of fast succulent growth in the summer months and provide more Potassium for healthier roots with the drier months. A LESCO 9-2-24 or similar with alike major and minor nutrient package applied at one (1) pound of actual potassium per 1000 square feet. At least 50% of the nitrogen shall be slow release in the form of sulfur-coated urea, or a poly coated form.
3. **September/October:** LESCO 12-2-14 or similar with alike major and minor nutrient package shall be used. If desired color is not achieved during winter months a liquid application of fertilizer such as a 12-0-0 Nitrogen/Iron product can be used. This application should be done when insect and weed control applications are done. At least 50% of the nitrogen shall be slow release in the form of sulfur-coated urea, or a poly coated form.

I. Turf Maintenance

1. Turf mowing height shall be based upon latest horticultural specifications for turf variety and season. Including but not limited to the need for aerification, verticutting, scalping or thatching that may become needed from time to time for various varieties turf.
2. Any clippings that are left over shall be removed after mowing.
3. Whenever possible, chutes from mowers shall be pointed away from landscape beds to reduce turf clippings in the beds.
4. Sidewalks, Driveways and Streets shall be blown off and free of clippings after every mowing.
5. It is expected that all turf areas unless otherwise specified shall be mowed on a weekly basis in the growing season (April through October). During months not specified in the growing season (November through March) the turf shall be mowed at least twice a month unless abnormal conditions arise.
6. It is expected that the contractor maintain the turf grass to a high level of acceptable maintenance. In the event that turf grass dies or becomes unacceptable due to contractor negligence, insect damage or if it is deemed by the Parkway Maintenance and Management Company Representative that the turf grass is unacceptable due to contractor negligence than contractor will be responsible for replacement of all turf grass that is unacceptable.

II. Edging:

1. Edging of all hard edges: Sidewalks, Driveways, Curb lines, storm water inlet, etc. shall be done on a weekly basis during the growing season in conjunction with the maintenance schedule.
2. Edging of all landscape beds shall be done on a weekly basis to provide a crisp edge.
3. All bed lines shall be edged using mechanical equipment such as an edger, string trimmer. Herbicidal edging is will not be acceptable.
4. Bed lines shall be edged with the intent to keep the same original design. Bed lines shall be enlarged if plant material growth warrants.
5. All irrigation valve boxes will be edged in accordance with the maintenance schedule as specified in item number 1 of this section.

III. Disease and Pest Control:

1. Treatment of the varied turf shall be done “as-needed” to prevent damage and promote healthy, vigorous growth. Applications of herbicides and fungicides shall be done on an “as needed” basis.
2. Zoysia grass contracts will require a twice per year preventative application for treatment of Bill Bugs.

IV. Weed Control:

1. Treatment for of weeds for all turf varieties shall be done on an “as needed” basis. Broadleaf weeds will be kept at a minimum, turf areas are expected to be 95% weed free. Pre-emergent and post-emergent herbicides may be used to control weed seeds.
2. Invasive exotics and nuisance aquatics shall be the responsibility of the maintenance contractor to control upon finding.
3. Contractor shall be responsible for weed control in tennis courts, sidewalks, pavers and other hardscapes within the contract area.

V. Bed Maintenance:

1. Beds are to be free of weeds, trash and other debris at all times. Pre-emergent and post-emergent herbicidal applications may be used to help control weed growth but hand weeding shall be done as needed to maintain a weed free environment.

VI. Shrub Fertilization:

1. Shrubs shall be fertilized at least three (3) times per year with a complete fertilizer. Fertilizers such as LESCO 12-2-14, or 8-2-12 or similar with alike major and minor nutrient package in accordance with the Marion County Fertilizer Ordinance, adopted May 2009. Small shrubs one (1) gallon, should receive about ½ cup of fertilizer per plant and large shrubs three (3) gallon, should receive about one (1) cup per plant. Larger shrubs (larger than three (3) gallon) should receive a fertilizer application with regard to size. At least 50% of the nitrogen shall be slow release in the form of sulfur-coated urea, or a poly coated form. If alternative fertilizers are considered, contractor shall make Parkway Maintenance and Management Company representative aware of

change and shall not make any applications until alternative fertilizer analysis is approved.

2. **All granular fertilizations shall be watered in immediately following application to reduce nitrogen loss due to volatilization.**
3. **All sidewalks, roadways and painted surfaces shall be blown off immediately after application to minimize discoloration to surfaces.**

VII. Pruning

1. Natural growth of plant material shall be promoted to ensure healthy vigorous growth. When needed, due to sight restrictions, plant material may be trimmed to ensure safety.
2. Wholesale shearing of all plant types will not be accepted. In certain instances with certain plant materials shears may be used with approval of a Parkway Maintenance & Management Co., Inc. Commercial Area Landscape Representative.
3. Pruning will be done to remove dead branches, promote healthy growth and to keep plant material from obstructing curbs, sidewalks, and drainage structures.
4. Plant material shall be trimmed to promote the desired lighting effect, and ensure safety around light fixtures.

VIII. Mulch:

1. Pine Straw mulch shall be added twice a year to maintain a fresh just mulched appearance.
2. It is expected of the contractor to ensure all landscape lighting, irrigation valve boxes, or other structures and components vital to On Top of the World Communities, Inc. to be kept clear and taken care of during the mulching process as to not mulch over or damage them.
3. If mulching is subcontracted to another vendor, maintenance contractor shall make Parkway Maintenance and Management Company representative aware of any situations that may become hazardous.
4. Sidewalks, driveways, curbs and other asphalt or concrete edges shall be “tucked” after mulching to keep a crisp edge.

IX. Diseases and Pest Control

1. Treatment for varieties of shrubs will be done on an “as needed” basis to ensure quality of plant health. When shrubs begin to show signs infestation, curative action must be taken by the contractor

X. Perennial/ Annual color beds and maintenance

1. Perennial/Annual beds are to be a mixture consisting of 60% Perennial color and 40% Annual color.
2. Perennial/ Annual color beds shall be maintained to show a colorful appearance at all times. Beds are to be kept free of weeds and spent flowers.
3. Soil amendment shall be added at the time of replacement. Soil amendments such as organic peat or an approved planting mixture shall be tilled in at the time of installation.

4. Perennial/Annual color beds shall be fertilized when soil amendments are added. Osmocote or a similar product may be used. Beds may need to have additional liquid applications of fertilizer added to them if plant material warrants.
5. Perennial color beds shall be replaced to maintain a colorful appearance at all times. Parkway expects the Perennial change out to be on a minimum schedule of two (2) change outs per year.
6. Annual color beds shall be replaced to maintain a colorful appearance at all times. Parkway expects the Annual change outs to be on a minimum of four (4) change outs per year.

XI. Tree Maintenance, Pruning and Fertilization

A. Canopy trees and accent trees:

1. Trees shall be fertilized three (3) times per year with a complete fertilizer. LESCO 12-2-14 or similar with alike major and minor nutrient package may be used. Rate of application should be determined by rate stated on the bag in accordance with the Marion County Fertilizer Ordinance, adopted May 2009.
2. Tree staking materials may need to be adjusted, tightened or removed to ensure proper growth.
3. The contractor is expected to remove any loose tree guying material with the exception that the tree/trees have had sufficient time to root in.
4. Trees that have been allowed over time to become crooked or leaning shall be straightened at the contractors expense. It is expected that the contractor will notify the owner representative in the event a tree needs to be straightened due to force majeure.
5. Routine pruning of temporary branches is permitted. Contractor to follow the latest ANSI A300 standards for tree pruning and maintenance. Negligent pruning methods can be cause for contractor to incur cost for replacement of trees.

B. Palms:

1. Palms are to be fertilized three (3) times per year with a complete commercial palm fertilizer such as LESCO 8-2-12 or similar with a minor nutrient package and slow release capability. Applications will vary by the labeled rate on the bag. Additional amounts of Magnesium may be needed to correct Magnesium deficiency. Magnesium Sulfate or Epsom salts may be used to correct this problem.
2. Palms 15 feet and smaller shall be trimmed once (1) a year to remove dead fronds and bloom stalks.
3. Contractor can negotiate with owner representative a set price per tree for trimming over 15 feet.

XII. Irrigation system and maintenance

1. The contractor is expected to check the irrigation system on a monthly basis to ensure proper coverage and make repairs the system.
2. Contractor shall have irrigation technicians that are Hunter 2-Wire Specialist certified or greater on site for contracts with Hunter ACC/2-wire irrigation systems
3. Where possible, irrigation systems will be monitored to ensure proper coverage is achieved.
4. Contractor will be responsible for frequency and time duration to ensure proper plant growth throughout the season.

5. Contractor will be responsible for the day-to-day maintenance of irrigation heads. If needed, nozzle patterns and spray head types will be changed on an "as needed" basis.
6. Valve boxes are to be kept clean and free of obstructions.
7. Contractor shall be responsible to stay current with all local and state watering restrictions. Violations and fines will be the responsibility of the contractor.
8. Any damage resulting from contractor negligence shall be the contractors responsibility to repair.
9. Where possible, contractor will exercise manufacturer warranties to minimize excessive cost to the owner. This should be done with heads that are not turning or otherwise working improperly. Contractor shall make themselves aware of manufacturers warranty periods.
10. Repairs to the system such as irrigation heads, nozzle replacements and repairs to pipes smaller than 1 1/4" may be billed on a separate billing sheet from the monthly maintenance bill. Irrigation heads, nozzles and repairs to pipes smaller than 1 1/4" are to be considered as routine repairs and labor may not be charged to Parkway. Repairs to the system larger than 1 1/4" may be billed at current industry standard rates plus materials. All labor rates on billable repairs are subject to a negotiated price. All billable repairs are to be inspected by a Parkway, representative before backfilling may be accomplished.

XIII. Site cleanliness

1. Sites are to be kept free from trash, e.g. cigarette butts, napkins, straws and other refuse that may be generated from patrons of the stores as well as construction debris and other debris at all times.
2. Contractor is expected to remove trash, construction debris, and other debris prior to mowing each individual site to maintain a clean site.
3. It is expected that the maintenance contractor shall be responsible for trash pick up in the pond bottom whenever conditions warrant. Pond is expected to be free of debris.
4. Washouts, geological anomalies or damage created from storm water runoff shall be reported to a Parkway Maintenance and Management Company representative for repair.
5. Town Square is expected to be blown off a minimum of three (3) times per week. It is also expected that the town square will be blown off before social events and after storm occurrences to maintain a clean and neat appearance at all times.

Exhibit B

Project Location: Indigo East Community Development District Right of Way and DRAs

Year 1 – \$128,500.00
Year 2 – 5% increase \$134,925
Year 3 – 5% increase \$141,671.25

DRAFT

Project Location: Indigo East Community Development District Right of Way

Final bids due: 11, 2021

Start date: October 1, 2021

Specifications: See attached

Total area measurements for Bahia turf area, shrub bed area, and pinestraw counts

	<u>Cost per sq. yd</u>	<u>Cost per year</u>
Zoysia T f: 546 sq. yds	\$2.25	\$1,228.50
Bahia Tuif: 79,744 sq. yds	\$0.65	\$51,833.60
Bed Area: 18,662 sq. yds	\$1.75	\$32,658.50
Cost per zone	<u>Cost per year</u>	
Irrigation Maintenance	\$250.00	\$6,500.00
26 zones controller		
1 Battery Operated		

	<u>Quantity</u>	<u>Cost per plant</u>	<u>Total</u>
Annual Installation (4x's/yr)	4000	\$1.75	\$28,000.00

Indigo East Retention Ponds

	<u>Cost per acre</u>	<u>Cost per year</u>
Tract B-2 6.26 Acres	\$1,278.50	\$8,003.41
Tract "J" 6.18 Acre	\$1278.50	\$7,901.13
Tract H 2.79 Acres	\$1278.50	\$3567.01
Total monthly cost: \$11,641.01		

Total yearly cost: \$ 139,692.20

Notes

Total yearly cost should be divisible by 12 months.
Please call if there are any questions 352-427-1287

Exhibit C

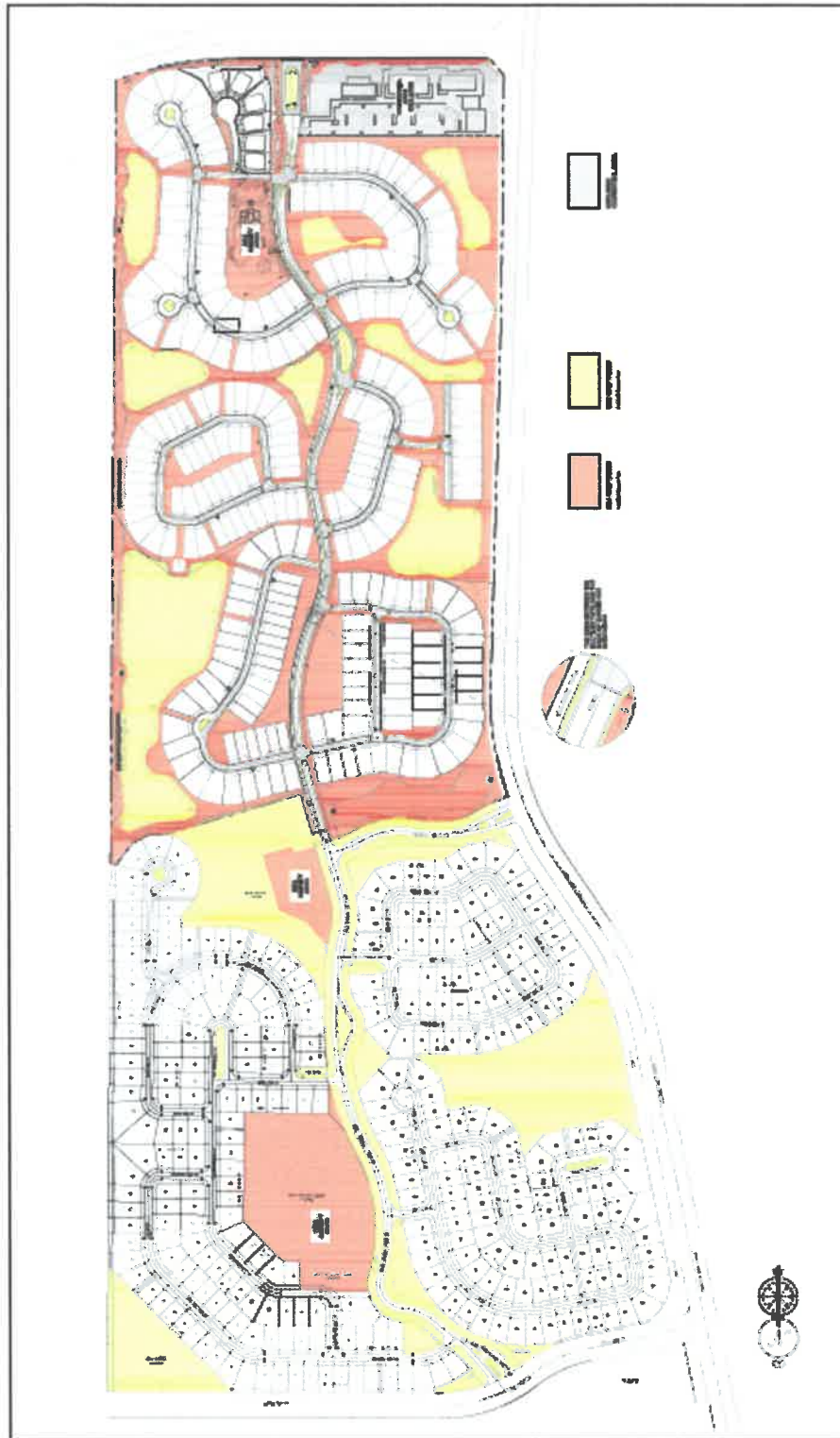


Exhibit D

Insurance Requirements

Current Certificates of Insurance for :

_____ 1. General Liability Limits equal to or exceeding limits provided under policy but not less

than: *(refer to the flow chart to determine limit requirements)*

- ☐ \$1,000,000 (Box A or B)/\$500,000 (Box C) Combined Single Limit each occurrence
- ☐ \$2,000,000 (Box A or B)/\$1,000,000 (Box C) General Aggregate
- ☐ \$2,000,000 (Box A, B or C) Products/Completed Operations Aggregate
- ☐ \$1,000,000 (Box A or B)/\$100,000 (Box C) Personal Injury

_____ 2. Additional Insured Status on General Liability as follows:

“On Top of the World Communities, Inc. their parent, subsidiary, related and affiliated companies and their respective officers, directors, agents and employees of said companies as Additional Insured. All policies are endorsed to provide that the carrier waives the right of subrogation against those named as Additional Insured.”

_____ 3. A waiver of subrogation in our favor

_____ 4. Thirty (30) day Notice of Cancellation

_____ 5. Automobile Liability limit of \$500,000

_____ 6. Workers' Compensation Insurance – Minimum required limit is \$500,000

_____ 7. The company checked below should be named as the Certificate Holder-

- ☐ **On Top of the World Communities, Inc.**
- ☐ **Parkway Maintenance & Management, Inc.**
- ☐ **Sidney Colen & Associates, Ltd.**
- ☐ **Palm Acre Real Estate Company, Inc.**
- ☐ **On Top of the World Golf Club, Inc.**
- ☐ **CSW Management, Inc.**
- ☐ **Clearview Oaks Management, Inc.**
- ☐ **COA Everywhere, Inc.**
- ☐ _____

Additional Requirements

_____ 9. A completed W-9 Form. (A blank form is attached).

BUSINESS ETHICS EXPECTATIONS

The purpose of this document is to affirm On Top of the World Communities, Inc. and its Related Entities (herein after referred to as the "Company") standard of ethical conduct in regards to outside vendors, contractors, other business enterprises.

All individuals doing business with and for the Company will work with integrity. The Company's employees and associates, or independent contractors shall not seek or accept for themselves or others any gifts, favors, entertainment, or payments. Nor shall they seek or accept personal loans from persons or business organizations that do or seek to do business with or in competition with the Company. The Company expects that you and your organization or business or subcontractors of your organization will comply with the intent of this document. A strict understanding is anticipated.

The revelation or disclosure of confidential information, data on decisions, plans, or any other information that might be contrary to the interest of the Company without prior authorization, is prohibited. The misuse, unauthorized access to, or mishandling of confidential information is strictly prohibited.

Any violation of the Company's Expectations will subject the vendor(s), contractor(s), and/or other business enterprise(s) to potential punitive damages up to and including cancellation of contractual agreements. When questions arise concerning any aspect of this document, contact the General Manager's office.

BUSINESS ETHICS EXPECTATIONS ACKNOWLEDGEMENT AND AGREEMENT

I acknowledge that I have received a copy of On Top of the World Communities, Inc. and its Related Entities Business Ethics Expectations (the "Company"). I have read it thoroughly. I understand that as a vendor, subcontractor, or business enterprise that seeks to conduct business with the Company, I and my business associates must maintain the highest ethical standards in our relationship with the Company and its employees.

In particular, I understand the Expectations as pertains to gifts, favors, entertainment, payments, and potential conflicts of interest developing from a relationship with employees or others.

I agree to abide by the terms and conditions set forth in the On Top of the World Communities, Inc. and its Related Entities Business Ethics Expectation document.

SECTION VIII



Proposal

Earthscapes Unlimited, Inc

Client Name: ~~On Top of The World Communities~~ Indigo East Community Development District
 Project Name: Indigo Wells Check Valve installation
 Jobsite Address: Ocala, FL 34481
 Estimate ID: EST2600635
 Date: Jun 16, 2021

Billing Address: ~~2401 SW 86th Pl Ocala, FL 34481~~

6200 Lec Vista Blvd
 Suite 300
 Ocala, FL 32822

Check Valve Installation

\$2,621.45

Install check valve down stream of master valve to protect from back pressure

	Foreman			\$219.15
	Irrigation Install Crew	Irrigation Install Crew		\$1,110.90
	Crew Truck + Irrigation Trailer	Crew Truck with Trailer of Misc. Parts and Tools needed for all Irrigation Projects		\$266.00
2 EA	6" Sleeve	6" Sleeve	\$154.87	\$309.74
4 EA	6" Transition Gasket - 6"		\$25.57	\$102.28
4 EA	6" Mega Lug	6" Mega Lug with gland pack	\$61.09	\$244.36
2 EA	6" PVC Check Valve		\$184.51	\$369.02
Subtotal				\$2,621.45
Taxes				\$0.00
Estimate Total				\$2,621.45

Payment Terms and Conditions Upon the acceptance of the work, payment of the unpaid balance Contract Price when due together with such Value Added Taxes as may be applicable to such payment.

- Should the Client fail to make payments as they become due under the terms of the Contract or in the event of any claim, interest at twelve percent (12%) per annum above the prime rate on such unpaid amounts shall also become due and payable until payment.
- The act of non-payment creates a lien in favor of the Contractor Inc. In any and all equipment and property of the Client in the possession of the Contractor Inc. as well as in the Work in progress as at the date of termination, the Contractor Inc. shall be at liberty to retain possession of the same pending payment in full.
- Notwithstanding anything contained herein to the contrary, the completion date of the Work shall be deemed to be extended by that number of days equal to any delay in payment to the Contractor Inc.

Page 1 of 3

1010 N Wamell Rd. P.O. Box 819
 Coleman, Florida 33521

p. 3527480351
 f. 3523302457

earthscapesunlimited.com
 email: david@earthscapesunlimited.com

Exclusions

The Following matters are excluded from the Work, unless specified in writing to the contrary:

- Tree Replanting on entire project shall be done by way of CHANGE ORDER- They are not inclusive in this proposal
- ANY Monument/Roadway/Preservation or Instructional Signs are Supplied, Permitted and Installed by OTHERS
- Any and all permits or fees
- HARDSCAPE Install/Purchase by OTHERS
- Sod/Seed watering/establishment on others unless it's specified as 'IRRIGATED'
- Tree Protection shall be done by others prior to, during and after project
- Design and Permitting of Proposed Well, if Applicable
- Irrigation Pump/Water Meter/Well/Tap Location, if applicable, are to supplied and installed by others
- Construction of Planter Boxes
- Any and all Fencing
- Surveying
- Electrical Work is to be done by a certified electrician only and is always additional to the Contract.
- Iron railings removed during construction are always re-attached at an additional cost.
- Damage to existing irrigation lines during construction is considered to be an additional cost.
- Drainage: Should the Client's property be the lowest elevation in relation to surrounding property or buildings, the Contractor, Inc. reserves the right to retain a Soil Engineer to evaluate and propose drainage solutions. All costs for engineering services, as well as the actual drainage work will be at the Client's expense. Unless the Client has a detailed Topographical survey completed, the above clause may come into effect.
- Painting and Staining
- Conduit and connections for electrical, gas, and all other utilities and services
- Site Unknowns: Including, but not limited to, sub-surface conditions/obstacles that create unforeseen labor, equipment, material or disposal charges

Procedure for Extra Work and Changes

If it shall become necessary for the Contractor to make changes in any designs, drawings, plans, software, reports or specifications for any part of the project or reasons over which we have no control, or we are put to any extra work, cost or expense by reason of any act or matter over which it has no control, the Customer will pay to the Contractor a fee for such changed or extra Work calculated on a time and materials basis. All changes to Work or pricing or the terms of this Agreement will be read and understood within the context and meanings of this Agreement unless stated explicitly to the contrary. Extras to the Contract are payable by the Owner forthwith upon receipt of the Company's invoice.

Change Notice: Any Contract change in scope in excess of one thousand dollars (\$1,000.00) requires a Contract Change Notice under which Work is to proceed. Work will not commence under a Contract Change Notice (CNN) unless with written Owner approval.

For Changes in scope of less than one thousand dollars (\$1,000.00), the Contractor will provide the Customer notification by way of its Progress Report. In either instance, such notification shall be plain and clear in terms of scope and reason. Any record, telephone conversation or meeting in which such change in scope was introduced, shall be attached as supporting documentation.

Warranty and Tolerances

- **Payments Received:** The Warranty for the contract is only valid if payment is received in full on acceptance of the work.
- **Diligence:** the Contractor agrees to carry out its Work diligently and to provide sufficient supervision and inspection of its staff and subcontractors and that it's work will be of proper and professional quality, and in full conformity with the requirements of the contract.
- **Competence:** the Contractor warrants that it is competent to perform the Work and that it has the necessary qualifications including knowledge and skill with the ability to use them effectively.
- **Site Unknowns:** It is the responsibility of the Client or the Client's Representative to fully inform the Contractor of all the information regarding site unknowns that may include difficult buried materials, cables, and pipes, tree stumps, drainage or water table issues, rock and shale sub-surfaces and/or other impediments, issues or factors that could otherwise impact the quality, cost and timeliness of project completion. Failure to notify the Contractor may lead to additional costs to the Client (at the Contractor's discretion) and schedule time not included in the Quotation in Schedule 1, and may require changes in design and construction to overcome such problems – all for which the Client will be responsible. Client can avoid such risks by permitting the Contractor to do appropriate soil and ground tests, review the site, and to secure additional required site information from appropriate government and other authorities. The cost(s) of such additional work is not included in the Quotation in Schedule 1 attachment.

- **Damaged Utilities:** Should damage occur to utilities during construction, the Contractor is only liable for the cost of the repair. The Contractor is not liable in any way for inconvenience to the Client caused by damage to the utilities.
- **Damage to neighbors buried utilities,** on the Client's property, are the responsibility of the Client.
- **Building/Window/Vehicle Washing:** Buildings, windows, or vehicles of the Client, including neighbors, are not intended to be kept clean due to dust during Construction or Work performed by the Contractor. Any necessary cleaning due to Construction or Work by the Contractor will be the responsibility of the Client.

Material Tolerances

- **Wood:** Pressure treated wood cannot be guaranteed against warp, age, checking, or cupping. Cedar is expected to crack especially 6X6 up to 3/8 inch gaps and the entire length of the wood. Lpe is expected to crack especially 4X4 up to 3/8 inch gaps and the entire length of the wood.
- **Stone:** Natural stone has color variations that vary from stone to stone. In addition, mineral deposits such as lime, iron, etc. can change the stone and even bleed. This is the nature of the product and the Client accepts this as a natural and acceptable quality of the stone.
- **Metal:** Metal, which is not galvanized, is not guaranteed from rusting commencing immediately after installation.
- **Concrete:** Spider cracks (hairline stress-fractures) are considered a normal characteristic of all types of concrete. Concrete may crack substantially over time due to proximity of tree roots. Colored concrete consistencies vary from truck to truck; therefore it is not possible to produce an exact match with pours over nine meters. The Client absolves the Contractor of liability if "smooth" concrete is the desired finish (due to slippage).
- **Warranty Time Period:** the Contractor warrants all construction and installation for a period of one (1) year, providing that they have been maintained properly. All construction materials are subject to manufacturer's specific warranties/guarantees. Planting is warranted for one (1) year if there is an approved irrigation system.
- **Client Responsibilities:** The Client recognizes and agrees that they have a responsibility to maintain constructions, plants, bushes, trees, and other installations in keeping with standard quality maintenance requirements in order for the Warranty to remain in affect. Failure to properly maintain materials or horticulture installations will void the warranty. Client further recognizes and agrees that damage to construction, materials, horticulture elements and other warrantable items of the project will not be warranted if the damage or loss is due to elements beyond the control of the Contractor. For example, flooding eaves troughs that damage plants, fallen branches, animal caused damage, frozen/ burst irrigation or drainage pipes that were not seasonally drained at the proper time, use of improper chemicals, improper maintenance, extreme or unusual weather conditions, and similar and/or related situations – void all warranties provided by the Contractor.
- **Use of Client Selected and Approved Substandard Materials:** Client recognized and agrees that if the Client has chosen and approved the use of substandard materials for any application that the one year warranty will be void or otherwise limited in writing on those items so impacted, but will remain in affect for all other elements of the project not impacted directly or indirectly by use of substandard materials. the Contractor will notify in writing to the Client any material that the Client has selected that would negatively impact the one year warranty of the Contractor – prior to purchasing and/or installing such materials.
- **Material Grades:** The Client recognizes that all materials come in a range of grades of quality and finishes, and that natural materials are not perfect. Natural wood have knots, and other natural materials have variability in color due to a wide range of factors, and that sample while useful in material selection decision-making, cannot be expected to accurately represent the total completed surface of a given construction or installation. the Contractor shall endeavor to enable the Client to see or understand the representative range of color, surface texture, and related of all materials begin seriously considered for installation on a project, however, it will be responsibility of the Client for the final selection of those materials. Once the selection has been approved by the Client, the Client will be responsible for all costs associated with changing any given material should the Client change their mind during or after material is purchased or constructed.

Estimate authorized by: _____
Company Representative

Signature Date: _____

Estimate approved by: 
Customer Representative

Signature Date: 6/21/21

George S. Flinn
District Manager

SECTION IX



Dewberry Engineers Inc. | 407.843.5120
800 N. Magnolia Ave, Suite 1000 | 407.649.8664 fax
Orlando, FL 32803 | www.dewberry.com

Sent Via Email: gflint@gmscfl.com

June 18, 2021

Mr. George Flint
Indigo East Community Development District
219 East Livingston Street
Orlando, Florida 32801

Subject: **Work Authorization Number 2021-1
Indigo East Community Development District
Annual Engineer's Report 2021**

Dear Chairman, Board of Supervisors:

Dewberry Engineers Inc. (Engineer), is pleased to submit this Work Authorization to provide professional consulting engineering services for the Indigo East Community Development District (CDD). We will provide these services pursuant to our current agreement ("District Engineering Agreement") as follows:

I. Scope of Work

We will provide the Annual Engineer's Report for the CDD as required by the Trust Indenture for this fiscal year. The report will address the requirements as detailed in Section 9.21 of the Trust.

II. Fees

The CDD will compensate the Engineer pursuant to the hourly rate schedule contained in the District Engineering Agreement. We estimate a budget in the amount of \$1,300, plus other direct costs. The CDD will reimburse the Engineer all direct costs, which include items such as printing, drawings, travel, deliveries, et cetera, pursuant to the Engineering Agreement.

Thank you for considering Dewberry. We look forward to helping you create a quality project.

Sincerely,

Rey Malavé, P.E.
Dewberry Engineers Inc.
Associate Vice President

June 18, 2021
Date

APPROVED AND ACCEPTED

By:
Authorized Representative of
Indigo East
Community Development District

6/18/21
Date

**STANDARD HOURLY BILLING RATE SCHEDULE****Professional/Technical/Construction/Surveying Services**

LABOR CLASSIFICATION	HOURLY RATES
<u>Professional</u>	
Engineer I, II, III	\$110.00, \$120.00, \$135.00
Engineer IV, V, VI	\$150.00, \$170.00, \$200.00
Engineer VII, VIII, IX	\$220.00, \$235.00, \$250.00
Environmental Specialist I, II, III	\$95.00, \$115.00, \$135.00
Senior Environmental Scientist IV, V, VI	\$155.00, \$170.00, \$185.00
Planner I, II, III	\$95.00, \$115.00, \$135.00
Senior Planner IV, V, VI	\$155.00, \$170.00, \$185.00
Landscape Designer I, II, III	\$95.00, \$115.00, \$135.00
Senior Landscape Architect IV, V, VI	\$155.00, \$170.00, \$185.00
Principal	\$299.00
<u>Technical</u>	
CADD Technician I, II, III, IV	\$75.00, \$90.00, \$105.00, \$125.00
Designer I, II, III	\$100.00, \$120.00, \$140.00
Designer IV, V, VI	\$155.00, \$175.00, \$200.00
<u>Construction</u>	
Construction Professional II, III	\$145.00, \$165.00
Construction Professional IV, V, VI	\$185.00, \$210.00, \$235.00
<u>Survey</u>	
Surveyor I, II, III	\$60.00, \$75.00, \$90.00
Surveyor IV, V, VI	\$105.00, \$115.00, \$130.00
Surveyor VII, VIII, IX	\$150.00, \$170.00, \$195.00
Senior Surveyor IX	\$240.00
Fully Equipped 2, 3, 4 Person Field Crew	\$155.00, \$190.00, \$225.00
<u>Administration</u>	
Administrative Professional I, II, III, IV	\$70.00, \$90.00, \$110.00, \$145.00
Other Direct Costs (Printing, Postage, Etc.)	Cost + 15%

** Company Confidential and Proprietary

Revised 8-01-20 | Subject to Revision | Standard Hourly Billing Rate Schedule

SECTION X

SECTION B

SECTION 1

Indigo East

Community Development District

Summary of Invoices

May 12, 2021 to August 9, 2021

Fund	Date	Check No.'s		Amount
General Fund	5/21/21	1520-1521	\$	3,476.75
	5/26/21	1522	\$	2,700.00
	6/11/21	1523-1524	\$	3,278.75
	6/25/21	1525	\$	2,074.54
	6/28/21	1526-1527	\$	10,695.13
	7/27/21	1528-1530	\$	12,136.00
	8/6/21	1531	\$	8,693.46
			\$	43,054.63
Payroll	<u>February 2021</u>			
	Cynthia Lafrance	50224	\$	184.70
	Frank Dipiero	50225	\$	184.70
	Harold Brouillard	50226	\$	184.70
	John Gysen	50227	\$	200.00
	Terrance Solan	50228	\$	184.70
			\$	938.80
			\$	43,993.43

AP300R
*** CHECK DATES 05/12/2021 - 08/09/2021 ***
YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER
INDIGO EAST - GENERAL FUND
BANK A INDIGO EAST CDD
RUN 8/10/21 PAGE 1

CHECK DATE	VEND#INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB	SUBCLASS	VENDOR NAME	STATUSCHECK.... AMOUNT #
---------------	-------	-----------------------------------	---	----------	-------------	--------	---------------------------

5/21/21	00047	12/10/20	63163	202012 320-53800-47300 PINES & CORD GRASS	EARTHSCAPES UNLIMITED INC.	*		2,579.26	2,579.26	001520
5/21/21	00019	5/01/21	218	202105 310-51300-34000 MANAGEMENT FEES MAY 21		*		603.67		
		5/01/21	218	202105 310-51300-34200 INFO TECHNOLOGY MAY 21		*		83.33		
		5/01/21	218	202105 310-51300-31300 DISSEMINATION MAY 21		*		208.33		
		5/01/21	218	202105 310-51300-51000 OFFICE SUPPLIES		*		.12		
		5/01/21	218	202105 310-51300-42000 POSTAGE		*		2.04		
					GOVERNMENTAL MANAGEMENT SERVICES				897.49	001521
5/26/21	00068	3/15/21	12980	202103 320-53800-49000 SPEED LIMIT SIGN EXHIBIT		*		2,700.00		
6/11/21	00019	6/01/21	219	202106 310-51300-34000 MANAGEMENT FEES JUNE 21	TILLMAN & ASSOCIATES ENGINEERING	*		603.67		
		6/01/21	219	202106 310-51300-34200 INFO TECHNOLOGY JUNE 21		*		83.33		
		6/01/21	219	202106 310-51300-31300 DISSEMINATION JUNE 21		*		208.33		
		6/01/21	219	202106 310-51300-51000 OFFICE SUPPLIES		*		27.83		
		6/01/21	219	202106 310-51300-42000 POSTAGE		*		11.49		
		6/01/21	219	202106 310-51300-42500 COPIES		*		74.10		
					GOVERNMENTAL MANAGEMENT SERVICES				1,008.75	001523
6/11/21	00069	5/10/21	1041	202105 320-53800-49000 EQUIPMENT RENTAL 5/10/21		*		2,270.00		
6/25/21	00035	6/25/21	06252021	202106 300-20700-10000 ASSESSMENT TXFER - S2016	TAYLOR & SONS GROUND BREAKING, LLC	*		2,074.54		
					INDIGO EAST CDD C/O USBANK				2,074.54	001524
6/28/21	00047	6/14/21	66569	202105 320-53800-47300 MAINTENANCE MAY 21		*		10,195.13		
					EARTHSCAPES UNLIMITED INC.				10,195.13	001526

INDE INDIGO EAST MBYINGTON

CHECK DATE	VEND#	.....INVOICE DATE	.....INVOICE	YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
6/28/21	00062	4/23/21	18413	202106	320	53800	49000		JOHN T. CROWDER, LLC	*	500.00	
									REMOVE/INSTALL S/L SIGN			
7/27/21	00002	7/14/21	615	202103	310	51300	31500		JOHN T. CROWDER, LLC	*	1,045.00	500.00 001527
									PREPARE/REVIEW REPORTS			
7/27/21	00047	7/12/21	67064	202106	320	53800	47300		COLEN & WAGONER P.A.	*	10,195.13	1,045.00 001528
									MAINTENANCE JUNE 21			
									EARTHSCAPES UNLIMITED INC.			
7/27/21	00019	7/01/21	220	202107	310	51300	34000		EARTHSCAPES UNLIMITED INC.	*	603.67	10,195.13 001529
									MANAGEMENT FEES JULY 21			
7/01/21	220	202107	310	51300	34200					*	83.33	
									INFO TECHNOLOGY JULY 21			
7/01/21	220	202107	310	51300	31300					*	208.33	
									DISSEMINATION JULY 21			
7/01/21	220	202107	310	51300	51000					*	.03	
									OFFICE SUPPLIES			
7/01/21	220	202107	310	51300	42000					*	.51	
									POSTAGE			
									GOVERNMENTAL MANAGEMENT SERVICES			
8/06/21	00047	5/10/21	65903	202104	320	53800	47300			*	8,693.46	895.87 001530
									MAINTENANCE APRIL 21			
									EARTHSCAPES UNLIMITED INC.			
												8,693.46 001531
									TOTAL FOR BANK A		43,054.63	
									TOTAL FOR REGISTER		43,054.63	

INDE INDIGO EAST MBYINGTON

SECTION 2

Indigo East
Community Development District

Unaudited Financial Reporting
June 30, 2021

GMS

Table of Contents

1	<u>Balance Sheet</u>
2	<u>General Fund</u>
3	<u>Debt Service Fund</u>
4	<u>Capital Reserve Fund</u>
5	<u>Month to Month</u>
6	<u>Long-Term Debt</u>
7	<u>Assessment Receipt Schedule</u>

Indigo East
Community Development District
Combined Balance Sheet
June 30, 2021

	General Fund	Debt Service Fund	Capital Reserves Fund	Totals Governmental Funds
Assets:				
Cash				
Operating Account	\$ 185,196	\$ -	\$ -	\$ 185,196
Series 2016				
Reserve	\$ -	\$ 32,905	\$ -	\$ 32,905
Revenue	\$ -	\$ 88,210	\$ -	\$ 88,210
Prepayment	\$ -	\$ 15,260	\$ -	\$ 15,260
Investment				
State Board Administration	\$ -	\$ -	\$ 483,502	\$ 483,502
Accrued Interest Receivable	\$ -	\$ 190	\$ -	\$ 190
Due From Capital Reserves	\$ 5,900	\$ -	\$ -	\$ 5,900
Total Assets	\$ 191,096	\$ 136,565	\$ 483,502	\$ 811,162
Liabilities:				
Accounts Payable	\$ 19,934	\$ -	\$ -	\$ 19,934
Due To General Fund	\$ -	\$ -	\$ 5,900	\$ 5,900
Total Liabilities	\$ 19,934	\$ -	\$ 5,900	\$ 25,834
Fund Balance:				
Unassigned	\$ 171,162	\$ -	\$ -	\$ 171,162
Assigned:				
Debt Service	\$ -	\$ 136,565	\$ -	\$ 136,565
Capital Reserve	\$ -	\$ -	\$ 477,602	\$ 477,602
Total Fund Balances	\$ 171,162	\$ 136,565	\$ 477,602	\$ 785,329
Total Liabilities & Fund Balance	\$ 191,096	\$ 136,565	\$ 483,502	\$ 811,162

Indigo East
Community Development District
General Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending June 30, 2021

	Adopted Budget	Prorated Budget Thru 06/30/21	Actual Thru 06/30/21	Variance
Revenues:				
Assessments - Tax Roll	\$ 254,337	\$ 254,337	\$ 255,132	\$ 795
Interest	\$ -	\$ -	\$ 15	\$ 15
Total Revenues	\$ 254,337	\$ 254,337	\$ 255,147	\$ 810
Expenditures:				
General & Administrative:				
Supervisor Fees	\$ 4,000	\$ 3,000	\$ 2,800	\$ 200
FICA Expense	\$ 306	\$ 230	\$ 168	\$ 61
Engineering	\$ 1,200	\$ 900	\$ -	\$ 900
Trustee Fees	\$ 2,050	\$ 2,050	\$ 2,020	\$ 30
Dissemination	\$ 2,700	\$ 2,025	\$ 1,975	\$ 50
Arbitrage	\$ 600	\$ 600	\$ 600	\$ -
Assessment Roll	\$ 5,000	\$ 5,000	\$ 5,000	\$ -
Attorney	\$ 6,000	\$ 4,500	\$ 1,045	\$ 3,455
Annual Audit	\$ 3,600	\$ 3,600	\$ 3,600	\$ -
Management Fees	\$ 7,244	\$ 5,433	\$ 5,433	\$ (0)
Information Technology	\$ 1,000	\$ 750	\$ 750	\$ 0
Telephone	\$ 100	\$ 75	\$ -	\$ 75
Postage	\$ 1,500	\$ 1,125	\$ 37	\$ 1,088
Printing & Binding	\$ 800	\$ 600	\$ 177	\$ 423
Insurance	\$ 6,815	\$ 6,815	\$ 6,503	\$ 312
Legal Advertising	\$ 1,000	\$ 750	\$ -	\$ 750
Other Current Charges	\$ 700	\$ 525	\$ 440	\$ 85
Office Supplies	\$ 200	\$ 150	\$ 84	\$ 66
Property Taxes	\$ 35	\$ 35	\$ 15	\$ 20
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ 175	\$ -
Total General & Administrative:	\$ 45,025	\$ 38,338	\$ 30,823	\$ 7,515
Operation and Maintenance				
Property Insurance	\$ 410	\$ 410	\$ 423	\$ (13)
Water Expense	\$ 2,500	\$ 1,875	\$ 1,960	\$ (85)
Electric Expense	\$ 25,432	\$ 19,074	\$ 16,781	\$ 2,293
Irrigation Repairs	\$ 2,925	\$ 2,194	\$ -	\$ 2,194
Retention Ponds/ROW Maintenance	\$ 163,045	\$ 122,284	\$ 115,607	\$ 6,677
Plant Replacement	\$ 2,500	\$ 1,875	\$ -	\$ 1,875
Tree Trimming	\$ 1,000	\$ 750	\$ -	\$ 750
Pressure Washing	\$ 6,500	\$ 4,875	\$ -	\$ 4,875
Well Maintenance/Repairs	\$ 5,000	\$ 3,750	\$ -	\$ 3,750
Contingency	\$ -	\$ -	\$ 2,985	\$ (2,985)
Total O&M Expenses:	\$ 209,312	\$ 157,087	\$ 137,757	\$ 19,330
Total Expenditures	\$ 254,337	\$ 195,424	\$ 168,579	\$ 26,845
Excess Revenues (Expenditures)	\$ (0)		\$ 86,568	
Fund Balance - Beginning	\$ -		\$ 84,594	
Fund Balance - Ending	\$ (0)		\$ 171,162	

Indigo East
Community Development District
Debt Service Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending June 30, 2021

	Adopted Budget	Prorated Budget Thru 06/30/21	Actual Thru 06/30/21	Variance
Revenues:				
Assessments - Tax Roll	\$ 85,312	\$ 85,312	\$ 85,769	\$ 457
Assessments - Prepayment	\$ -	\$ -	\$ 15,260	\$ 15,260
Interest Income	\$ 200	\$ 150	\$ 5	\$ (145)
Total Revenues	\$ 85,512	\$ 85,462	\$ 101,034	\$ 15,572
Expenditures:				
Special Call - 11/1	\$ 5,000	\$ 5,000	\$ 10,000	\$ (5,000)
Interest - 11/1	\$ 21,278	\$ 21,278	\$ 21,278	\$ -
Principal - 5/1	\$ 45,000	\$ 45,000	\$ 45,000	\$ -
Interest - 5/1	\$ 21,278	\$ 21,278	\$ 21,072	\$ 206
Total Expenditures	\$ 92,556	\$ 92,556	\$ 97,350	\$ (4,794)
Excess Revenues (Expenditures)	\$ (7,044)		\$ 3,684	
Fund Balance - Beginning	\$ 153,298		\$ 132,881	
Fund Balance - Ending	\$ 146,254		\$ 136,565	

Indigo East
Community Development District
Capital Reserve Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending June 30, 2021

	Adopted Budget	Prorated Budget Thru 06/30/21	Actual Thru 06/30/21	Variance
Revenues:				
Interest Income	\$ 5,000	\$ 3,750	\$ 600	\$ (3,150)
Total Revenues	\$ 5,000	\$ 3,750	\$ 600	\$ (3,150)
Expenditures:				
Capital Outlay	\$ -	\$ -	\$ 5,900	\$ (5,900)
Total Expenditures	\$ -	\$ -	\$ 5,900	\$ (5,900)
Excess Revenues (Expenditures)	\$ 5,000		\$ (5,300)	
Fund Balance - Beginning	\$ 503,897		\$ 482,901	
Fund Balance - Ending	\$ 508,897		\$ 477,602	

Indigo East
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Revenues:													
Assessments - Tax Roll	\$ -	\$ 62,806	\$ 55,090	\$ 112,764	\$ 9,204	\$ 4,982	\$ 7,907	\$ 1,025	\$ 1,354	\$ -	\$ -	\$ -	\$ 255,132
Interest	\$ 1	\$ 1	\$ 2	\$ 3	\$ 2	\$ 2	\$ 2	\$ 2	\$ 2	\$ -	\$ -	\$ -	\$ 15
Total Revenues	\$ 1	\$ 62,807	\$ 55,092	\$ 112,766	\$ 9,207	\$ 4,984	\$ 7,909	\$ 1,027	\$ 1,355	\$ -	\$ -	\$ -	\$ 255,147
Expenditures:													
General & Administrative:													
Supervisor Fees	\$ -	\$ -	\$ 800	\$ -	\$ -	\$ 1,000	\$ -	\$ 1,000	\$ -	\$ -	\$ -	\$ -	\$ 2,800
FICA Expense	\$ -	\$ -	\$ 46	\$ -	\$ -	\$ 61	\$ -	\$ 61	\$ -	\$ -	\$ -	\$ -	\$ 168
Engineering	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Trustee Fees	\$ -	\$ -	\$ 2,020	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,020
Dissemination	\$ 308	\$ 208	\$ 208	\$ 208	\$ 208	\$ 208	\$ 208	\$ 208	\$ 208	\$ -	\$ -	\$ -	\$ 1,975
Arbitrage	\$ -	\$ -	\$ -	\$ 600	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 600
Assessment Roll	\$ 5,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,000
Attorney	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,045	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,045
Annual Audit	\$ -	\$ -	\$ -	\$ -	\$ 2,000	\$ 1,600	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,600
Management Fees	\$ 604	\$ 604	\$ 604	\$ 604	\$ 604	\$ 604	\$ 604	\$ 604	\$ 604	\$ -	\$ -	\$ -	\$ 5,433
Information Technology	\$ 83	\$ 83	\$ 83	\$ 83	\$ 83	\$ 83	\$ 83	\$ 83	\$ 83	\$ -	\$ -	\$ -	\$ 750
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ 3	\$ 1	\$ 2	\$ 5	\$ 2	\$ 7	\$ 5	\$ 2	\$ 11	\$ -	\$ -	\$ -	\$ 37
Printing & Binding	\$ -	\$ -	\$ 73	\$ -	\$ -	\$ 29	\$ -	\$ -	\$ 74	\$ -	\$ -	\$ -	\$ 177
Insurance	\$ 6,503	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,503
Legal Advertising	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Current Charges	\$ 60	\$ 43	\$ 61	\$ 46	\$ 43	\$ 45	\$ 47	\$ 44	\$ 51	\$ -	\$ -	\$ -	\$ 440
Office Supplies	\$ 0	\$ 0	\$ 28	\$ 0	\$ 0	\$ 28	\$ -	\$ 0	\$ 28	\$ -	\$ -	\$ -	\$ 84
Property Taxes	\$ -	\$ 15	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15
Dues, Licenses & Subscriptions	\$ 175	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 175
Total General & Administrative	\$ 12,737	\$ 954	\$ 3,925	\$ 1,546	\$ 2,940	\$ 4,710	\$ 947	\$ 2,003	\$ 1,060	\$ -	\$ -	\$ -	\$ 30,823
Operation and Maintenance													
Property Insurance	\$ 423	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 423
Water Expense	\$ 258	\$ 239	\$ 160	\$ 136	\$ 116	\$ 248	\$ 126	\$ 330	\$ 348	\$ -	\$ -	\$ -	\$ 1,960
Electric Expense	\$ 1,935	\$ 1,725	\$ 1,756	\$ 2,099	\$ 1,730	\$ 1,853	\$ 1,976	\$ 1,821	\$ 1,885	\$ -	\$ -	\$ -	\$ 16,781
Irrigation Repairs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Retention Ponds/ROW Maintenance	\$ 10,195	\$ 10,195	\$ 12,774	\$ 10,195	\$ 32,969	\$ 10,195	\$ 8,693	\$ 10,195	\$ 10,195	\$ -	\$ -	\$ -	\$ 115,607
Plant Replacement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Tree Trimming	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pressure Washing	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Well Maintenance/Repairs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Contingency	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 215	\$ 2,270	\$ 500	\$ -	\$ -	\$ -	\$ 2,985
Total O&M Expenses:	\$ 12,812	\$ 12,159	\$ 14,690	\$ 12,430	\$ 34,815	\$ 12,296	\$ 11,011	\$ 14,616	\$ 12,928	\$ -	\$ -	\$ -	\$ 137,757
Total Expenditures	\$ 25,549	\$ 13,114	\$ 10,615	\$ 13,976	\$ 37,755	\$ 17,006	\$ 11,958	\$ 16,618	\$ 13,988	\$ -	\$ -	\$ -	\$ 168,579
Excess Revenues (Expenditures)	\$ (25,549)	\$ 49,693	\$ 36,477	\$ 98,790	\$ (28,548)	\$ (12,022)	\$ (4,049)	\$ (15,592)	\$ (12,633)	\$ -	\$ -	\$ -	\$ 86,568

Indigo East

Community Development District

LONG TERM DEBT REPORT

SERIES 2016, SPECIAL ASSESSMENT BONDS		
INTEREST RATE:	3.561%, 4.125% 4.500%	
MATURITY DATE:	5/1/2037	
RESERVE FUND DEFINITION	Flat Rate	
RESERVE FUND REQUIREMENT	\$32,905	
RESERVE FUND BALANCE	\$32,905	
BONDS OUTSTANDING - 11/17/16		\$1,745,000
LESS: PRINCIPAL PAYMENT 5/1/17		(\$25,000)
LESS: PRINCIPAL PAYMENT 5/1/17 Prepayment		(\$145,000)
LESS: PRINCIPAL PAYMENT 11/1/17 Prepayment		(\$190,000)
LESS: PRINCIPAL PAYMENT 5/1/18		(\$55,000)
LESS: PRINCIPAL PAYMENT 5/1/18 Prepayment		(\$170,000)
LESS: PRINCIPAL PAYMENT 5/1/19		(\$40,000)
LESS: PRINCIPAL PAYMENT 5/1/19 Prepayment		(\$10,000)
LESS: PRINCIPAL PAYMENT 11/1/19 Prepayment		(\$25,000)
LESS: PRINCIPAL PAYMENT 5/1/20		(\$40,000)
LESS: PRINCIPAL PAYMENT 5/1/20 Prepayment		(\$15,000)
LESS: PRINCIPAL PAYMENT 11/1/20 Prepayment		(\$10,000)
LESS: PRINCIPAL PAYMENT 5/1/21		(\$45,000)
CURRENT BONDS OUTSTANDING		\$975,000

INDIGO EAST

COMMUNITY DEVELOPMENT DISTRICT Assessment Receipt Schedule FY2021

MAINTENANCE

Gross Assessments \$270,572.00
Certified Net Assessments \$254,337.68
100%

Date	ACH	Gross Assessment Received	Collection Fee	Commissions Paid	Interest Income	Net Assessments Received
11/3/20	ACH	\$ 5,727.36	\$ 114.55	\$ -	\$ -	\$5,612.81
11/20/20	ACH	\$ 13,731.99	\$ 274.64	\$ -	\$ -	\$13,457.35
11/25/20	ACH	\$ 44,628.59	\$ 892.57	\$ -	\$ -	\$43,736.02
12/11/20	ACH	\$ 51,494.42	\$ 1,029.89	\$ -	\$ -	\$50,464.53
12/18/20	ACH	\$ 4,720.33	\$ 94.41	\$ -	\$ -	\$4,625.92
1/8/21	ACH	\$ 78,529.29	\$ 1,570.59	\$ -	\$ -	\$76,958.70
1/13/21	ACH	\$ 21,885.26	\$ 437.71	\$ -	\$ -	\$21,447.55
1/22/21	ACH	\$ 14,650.43	\$ 293.01	\$ -	\$ -	\$14,357.42
2/3/21	ACH	\$ -	\$ -	\$ -	\$ 61.05	\$61.05
2/25/21	ACH	\$ 9,329.90	\$ 186.60	\$ -	\$ -	\$9,143.30
3/12/21	ACH	\$ 5,067.64	\$ 101.35	\$ -	\$ -	\$4,966.29
3/23/21	Deposit	\$ -	\$ -	\$ -	\$ 15.47	\$15.47
4/2/21	ACH	\$ 1,690.72	\$ 33.81	\$ -	\$ -	\$1,656.91
4/23/21	ACH	\$ 6,377.69	\$ 127.55	\$ -	\$ -	\$6,250.14
5/13/21	ACH	\$ -	\$ -	\$ -	\$ 11.61	\$11.61
5/26/21	ACH	\$ 1,033.83	\$ 20.68	\$ -	\$ -	\$1,013.15
6/18/21	ACH	\$ 1,381.23	\$ 27.62	\$ -	\$ -	\$1,353.61
Total Collected		\$ 260,248.68	\$ 5,204.98	\$ -	\$ 88.13	\$ 255,131.83
Percentage Collected		100%				

DEBT SERVICE

Gross Assessments \$90,757.00
Certified Net Assessments \$85,311.58
100%

Date	ACH	Gross Assessment Received	Collection Fee	Commissions Paid	Interest Income	Net Assessments Received
11/3/20	ACH	\$ 3,542.34	\$ 70.85	\$ -	\$ -	\$3,471.49
11/20/20	ACH	\$ 3,244.07	\$ 64.88	\$ -	\$ -	\$3,179.19
11/25/20	ACH	\$ 15,757.07	\$ 315.14	\$ -	\$ -	\$15,441.93
12/11/20	ACH	\$ 17,147.34	\$ 342.95	\$ -	\$ -	\$16,804.39
12/18/20	ACH	\$ 2,317.20	\$ 46.34	\$ -	\$ -	\$2,270.86
1/8/21	ACH	\$ 17,147.42	\$ 342.95	\$ -	\$ -	\$16,804.47
1/13/21	ACH	\$ 9,268.79	\$ 185.38	\$ -	\$ -	\$9,083.41
1/22/21	ACH	\$ 5,004.60	\$ 100.09	\$ -	\$ -	\$4,904.51
2/3/21	ACH	\$ -	\$ -	\$ -	\$ 19.67	\$19.67
2/25/21	ACH	\$ 5,398.85	\$ 107.98	\$ -	\$ -	\$5,290.87
3/12/21	ACH	\$ 2,170.91	\$ 43.42	\$ -	\$ -	\$2,127.49
4/2/21	ACH	\$ 1,348.01	\$ 26.96	\$ -	\$ -	\$1,321.05
4/23/21	ACH	\$ 3,036.05	\$ 60.72	\$ -	\$ -	\$2,975.33
5/13/21	ACH	\$ -	\$ -	\$ -	\$ 5.80	\$5.80
5/26/21	ACH	\$ 619.28	\$ 12.39	\$ -	\$ -	\$606.89
6/18/21	ACH	\$ 1,491.68	\$ 29.83	\$ -	\$ -	\$1,461.85
Total Collected		\$ 87,493.61	\$ 1,749.88	\$ -	\$ 25.47	\$85,769.20
Percentage Collected		101%				

SECTION 3

NOTICE OF MEETING DATES INDIGO EAST COMMUNITY DEVELOPMENT DISTRICT

The Board of Supervisors of the *Indigo East Community Development District* will hold their regularly scheduled public meetings for the **Fiscal Year 2022** at **9:00 AM, or as shortly thereafter as reasonably possible, at the Circle Square Commons, Cultural Center, 8395 SW 80th Street, Ocala, FL 34476** as follows:

November 16, 2021

February 15, 2022

May 17, 2022

August 16, 2022

The meetings are open to the public and will be conducted in accordance with the provision of Florida Law for Community Development Districts. 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: www.indigoeastcdd.com.

The meetings may be continued to a date, time, and place to be specified on the record at the meeting. There may be occasions when one or more Supervisors will participate by telephone.

Any person requiring special accommodations at these meetings because of a disability or physical impairment should contact the District Office at (407) 841-5524 at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service 1-800-955-8770, for aid in contacting the District Office.

Each person who decides to appeal any action taken at these meetings 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.

George S. Flint
Governmental Management Services – Central Florida, LLC
District Manager