# Indigo East Community Development District

# Agenda

August 20, 2024

# Agenda

# Indigo East Community Development District

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August 13, 2024

Board of Supervisors Indigo East Community Development District

The Board of Supervisors of the Indigo East Community Development District will meet on **Tuesday, August 20, 2024, at 9:00 a.m., or as shortly thereafter as reasonably possible at the Circle Square Commons, Cypress Hall, 8395 SW 80th Street, Ocala, Florida 34481.** Following is the advance agenda for the meeting:

- I. Roll Call
- II. Public Comment Period
- III. Approval of Minutes of the May 21, 2024 Meeting
- IV. Public Hearing
  - A. Public Comment Period
  - B. Consideration of Resolution 2024-03 Adopting the Fiscal Year 2025 Budget and Relating to the Annual Appropriations
  - C. Consideration of Resolution 2024-04 Imposing Special Assessments and Certifying an Assessment Roll
- V. Consideration of Resolution 2024-05 Declaring Vacancies in Certain Seats
- VI. Consideration of Proposals for Median Tree Replacement
- VII. Consideration of Agreement with Lawn Enforcement for Landscaping Services
- VIII. Ratification of Dewberry Work Authorization for Annual Engineer's Report
- IX. Approval of Fiscal Year 2025 Meeting Schedule
- X. Staff Reports
  - A. Attorney
  - B. District Manager
    - 1. Adoption of District Goals and Objectives
    - 2. Approval of Check Register
    - 3. Balance Sheet and Income Statement
- XI. Other Business
- XII. Supervisors Requests

XIII. Adjournment Sincerely,

George Flint

George S. Flint District Manager

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

# MINUTES

#### **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 21, 2024 at 9:23 a.m. at Circle Square Commons, 8395 SW 80th Street, Ocala, FL.

Present and constituting a quorum:

John Gysen	Chairman
Cynthia LaFrance	Vice Chairperson
Terry Solan	Assistant Secretary
Bob Hutson	Assistant Secretary
Marla Ziino	Assistant Secretary

Also present were:

George Flint	District Manager
Robert Szozda	Field Manager
Gerald Colen	District Counsel
Rachel Wagoner	District Counsel
Robert Stepp	Colen Built
Bryan Schmalz	BLCCDD
Andy Jorgenson	OTOW

#### FIRST ORDER OF BUSINESS

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

#### **SECOND ORDER OF BUSINESS Public Comment Period**

Mr. Flint: This would be an opportunity for any members of the public to provide comment to the Board on anything on the agenda or not on the agenda that you would like to bring to the Boards attention. I don't see any public comment.

**Roll Call** 

#### **THIRD ORDER OF BUSINESS**

# Approval of Minutes of the February 20, 2024 Meeting

Mr. Flint: We have approval of the minutes from February 20, 2024. Did the Board have any comments or questions on the minutes?

On MOTION by Ms. LaFrance, seconded by Mr. Gysen, with all in favor, the Minutes of the February 20, 2024 Meeting, were approved.

**FOURTH ORDER OF BUSINESS** Presentation of the Fiscal Year 2023 Audit Mr. Flint: Next is the presentation of the Fiscal Year 2023 audit. The CDD is a government entity and is required to have an annual independent audit. You went through an RFQ process and selected Grau & Associates as your independent auditor. They have prepared the audit and it is in your agenda. If you refer to page 28-29, this is the report to management. If there were any findings or recommendations as a result of the audit they would be reflected there. You can see there are no current or prior year findings or recommendations and we have complied with all of the provisions of the auditor general's office that they are required to review so it is a clean audit. If there are any questions on the audit, we can discuss those but if not, I ask for a motion to accept it and authorize it to be transmitted to the state.

On MOTION by Ms. Ziino, seconded by Mr. Hutson, with all in favor, Acceptance of the Fiscal Year 2023 Audit, was approved.

#### FIFTH ORDER OF BUSINESS

Consideration of Resolution 2024-02 Approving the Fiscal Year 2025 Proposed Budget and Setting a Public Hearing

Mr. Flint: Each year the Board is required to adopt a proposed budget by June 15<sup>th</sup> and set the public hearing for its final consideration. We are recommending August 20, 2024 at 9:00 a.m. in this location for the hearing for its final adoption. Attached as exhibit 'A' is the proposed budget. This isn't binding on the Board. You can make changes to this between now and at the public hearing if necessary. We are recommending the per unit assessment amounts remain the same at \$587. We increased the assessments going into FY24 and recommending they remain level in FY25. This allows us to fully fund all of the expenses as well as contribute about \$23,000 to the capital reserve. Again, this is not final approval, just an initial proposed budget. If the Board has any questions, we can discuss those. Any questions on the proposed budget? Hearing none.

On MOTION by Mr. Gysen, seconded by Mr. Solan, with all in favor, Resolution 2024-02 Approving the Fiscal Year 2025 Proposed Budget and Setting a Public Hearing, was ratified.

#### SIXTH ORDER OF BUSINESS Consideration of Proposed Estimates for Roadway Restriping

Mr. Flint: Robert and Bo Stepp are here, their group solicited these proposals and I asked if he would present them because there are a couple of different options here.

Mr. Stepp: Every year our staff inspects and reviews the condition of the roadways and associated pertinences to the roadway and then makes a recommendation to the Board whether or not repairs are warranted, maintenances required, things of that nature. This year throughout the inspection the inspector did notice some areas that were beginning to degrade, however in his professional opinion, there is no action needed this year. It is just an area of concern to monitor for coming years. There has been a quote provided for that area of degradation and that is mainly just to give you guys a scope of cost. When the repairs do become necessary, you can expect it to be somewhere within that realm of cost with certain inflators year over year. Things never get cheaper. They always get more expensive. Specifically, you have been presented with two quotes on the striping. This is only for the main boulevard between both phases of the 79 Terrace Rd. This was in response to several requests for various forms of traffic control, speech control generally slowing people down and helping drivers to be more aware of what they are interacting with between the two phases of Indigo. Through those various requests, we have gotten requests for things like speed bumps and reduced speed limits and all manner of traffic control issues on the main boulevard between the two phases of Indigo. It is our recommendation to the Board that we first start with the lowest level of approach and that would be to restripe the boulevard. What this will do is in the older section, the northern section of Indigo, the striping has pretty much faded away completely and on top of that it is a smaller local neighborhood road so it doesn't have the same high level of striping that higher traffic roads have. What we are proposing is to not only restripe but add additional striping in those areas and specifically will add the center line dividing the two lanes of traffic but also proposing to add the edge lines on the edge of the pavement. That

is not always necessary but we feel like providing that edge line with a center line, it will give the feeling that the road has shrank some at least by a couple of feet and that according to DOT has the effect of causing drivers to operate at slower speeds. We are recommending this because it is the lowest cost traffic control item and is a good starting point. We would recommend doing the striping first and see if that helps the situation to an acceptable level and if not them maybe an additional higher more expense level of traffic control could be proposed at that point. Within that proposal because nothing can ever be easy, you have two options, one for paint and one for thermoplastic striping basically just melted plastic mixed with paint. It is our recommendation that for the North portion of Indigo, we go with paint. The reason being probably before the life of the thermoplastic wears out, you will have to retouch the roadway or resurface it so you will be removing what you just put down. Pain is about a third of the cost loosely of thermoplastic striping. It does not last as long but knowing you are going to have some maintenance here in the next probably five years or so, it is the appropriate suggestion for that area. In Indigo South, the roadway is new enough that we would just suggest going ahead and doing the thermoplastic striping. It is more permanent and a little raised so you get a little tactile response as well as you drive over it and you are far enough removed from the repairs in the South that you will be able to realize the useful life of the thermoplastic. You have been given quotes for both areas and for both options.

Mr. Flint: For clarification, the first proposal in the agenda is for Indigo South. The first page is Indigo South paint with bead and that's \$5,826.90. The second quote is thermo with bead and that is \$20,029.70. Bo is recommending on the South end because it is newer and will be repaving those areas farther down the road that you go with thermo so recommending the \$20K quote. Is that correct?

Mr. Stepp: Yes sir, that is correct.

Mr. Flint: The two quotes labeled project Indigo East; it is actually the North. The first one is the paint which is \$3,293 and the second one is thermo which is \$11,071. On the North because we are more likely to repave those roads sooner, he is recommending paint which is \$3,293.80. These will be funded out of your capital reserve fund. You do have funding available to do that.

Mr. Gysen: Is it strictly distracting? We talked about because we have two spots where there are crosswalks for pedestrians to go across the road. They are not in there, right? I don't know why they are even there because it goes to nowhere.

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Mr. Stepp: I won't comment on that because that was assigned by a traffic engineer which I am not. However, we did quote all of the ancillary striping as well so along the boulevard. Everything will be retouched so if there is a side street that has a stop bar that intersects with the boulevard, that will be retouched, the crosswalks will be retouched as well.

Mr. Gysen: Even the one crosswalk that goes through the grass area to somebody's back yard?

Mr. Stepp: If it is present on the approved traffic plan, we will restripe it and maintain it. We will Mr. Gysen reach out to the traffic engineer just for a quick thumbs up or thumbs down whether or not that is required. We don't want to waste any of the District's money. We certainly don't want to paint a path to nowhere. We can do a quick reach out to the traffic engineer and get his feedback on that.

Ms. LaFrance: On 79<sup>th</sup> in the East section, did it ever have a line on it? I don't remember there ever being paint there.

Ms. Stepp: I don't believe there was ever an edge stripe or a center line stripe. It is not required due to the type of street it is and the speed limit of which is posted. Typically, that is only required in speeds of 45 MPH and higher so not a requirement but in this case, we do believe that it will help to slow things down because it will make the road feel smaller. You only had the regulatory necessary striping previously which is just a few yellow gore marks around some islands, stop bars, and crosswalks, things of that nature. This is in addition to what was there before.

Mr. Flint: It is an attempt at traffic calming with striping. A lot of times when you stripe and shrink it down a little bit visually, it makes people slow down.

Mr. Stepp: It is going to have the appearance that we have taken about 2 ft. out of the travel lane so it's going to feel really tight.

Mr. Gysen: What are they going to do, remove the old stripe especially on the North side? Trees are denser on the North side of the road. Remove old stripes or just paint over them?

Mr. Stepp: They will just refresh them. The striping that is out there is appropriate for the classification of roadway so what we are proposing is an addition. All of the things out there will be refreshed, not removed and then we will add this additional level of striping to it.

Mr. Flint: Any further discussion or questions from the Board?

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#### May 21, 2024

Ms. Ziino: Your proposal is based on doing the minimal approach now. Of course, the South roads are in better shape. If this does not work and we have to move to another form of speed control, does this in anyway change the striping or just add to other perceived failures.

Mr. Stepp: If I understand your question to be will any further action negate the action that we are recommending you take today. Is that the question?

Ms. Ziino: Yes, I like the way you phrased that.

Mr. Stepp: I don't believe so, however the next level of traffic control will require additional review by the traffic engineer.

Mr. Flint: Any discussion on the recommendations or proposals? The recommendation of Staff would be the thermoplastic on the South for \$20,029.70 and the North would be the \$3,293.80 which would be the paint. If the Board is comfortable with those recommendations, a motion to approve those would be in order. If not, we can have further discussion or a different motion. You do have \$369,368 in your capital reserve. The \$25k for the current year has not been transferred yet so basically the \$25k transfer for the current year will more than cover the cost of striping. You will still have \$370k remaining in that capital reserve account.

On MOTION by Ms. Ziino, seconded by Mr. Gysen, with all in favor, the Proposed Estimates for Roadway Restriping, was approved.

#### SEVENTH ORDER OF BUSINESS

### Review of Proposals for Landscape Maintenance Services and Selection of Vendor

- A. MHS Companies
- **B.** Earthscapes Unlimited
- C. Lawn Enforcement

Mr. Flint: We currently use Earthscapes. The On Top of the World staff is in the process of soliciting proposals for various communities. I asked them for budgeting purposes to go out because the contract with your current vendor expires on September 30<sup>th</sup>. I believe it was a three-year contract. We are coming up on the end of the current contract period. Andy Jorgenson is here and his group went out and based on the current scope of work solicited proposals. They received three back. They did this in conjunction with bidding out a number of other areas. I provided a summary table. It doesn't have a lot of detail but it shows you basically the yearly and monthly totals of the three proposals. You can see Earthscapes is the most expensive at \$168,800, MHS is

next at \$137,800 and then Lawn Enforcement Agency was the lowest proposal at \$96,960. I did ask Andy if he was comfortable that all three vendors understood the scope of work and he believes they did. I also asked him if he was comfortable with Lawn Enforcement Agency and he said he was. It is a newer vendor for them but Andy is the one that is going to receive the brunt of it I think if they don't perform. If the Board approves entering into an agreement with them, all of our agreements have a 30-day provision in there if they don't perform, we can make a change. I believe the current budget for landscaping I want to say is \$138K. There are a couple of items in the landscape line item so the retention pond right of way maintenance is \$188,253 but the actual contract with Earthscapes is \$134,925. If you do approve going with Lawn Enforcement Agency, we can probably reduce that landscape line item going into the public hearing and can shift that money to the capital reserve or do something else with that. Right now, we based this proposed budget on the current contract which would allow you to use MHS or Lawn Enforcement Agency. You would have to make some adjustments to be able to continue to use Earthscapes but I am not sure why you would do that based on this proposal.

Mr. Gysen: Would we have a 3-year contract?

Mr. Jorgenson: Yes, it was a 3-year contract. Just some back history, we did send it out to nine different companies and only three responded. Of those nine, four were new contractors.

Mr. Gysen: Do they have the manpower.

Mr. Jorgenson: Yes, Lawn Enforcement is a pretty big local company. They have about 200 employees.

Mr. Flint: They have been around a while and are out of Gainesville. If you did agree to go with them, we would recommend the effective date be October 1<sup>st</sup> which is the end of the current contract. We would not communicate with the current vendor until closer to the end of the contract about any potential change.

Ms. LaFrance: Did they come in with a bid this low to just try to get into our area?

Mr. Jorgenson: That is some of it. They are here to gain work with us. We have actually been communicating with them with for about two years now. They have bid some other projects for us that they were not the low bidder but they were lower than others about mid-range honestly, they just haven't been awarded any contract work currently. This would be the first contract that they would be awarded.

Ms. LaFrance: It would be three years but the 30-day option.

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Mr. Flint: For budgeting purposes, you could keep the budget where you have it and enter into this agreement and then if they don't perform, you have got the funding to be able to switch if you need too. If it works out in future years, you could look at adjusting it down. You probably don't want to do that until you are comfortable with their performance. You don't want to go reduce assessments and then find out they are not performing.

Mr. Flint: Any other discussion or comments?

On MOTION by Mr. Solan, seconded by Mr. Hutson, with all in favor, the Proposal from Lawn Enforcement for Landscape Maintenance Services, was approved.

#### EIGHTH ORDER OF BUSINESS Staff Reports

A. Attorney

Mr. Flint: Next is the Attorney's report.

Mr. Colen: I have nothing to report today.

#### **B.** District Manager

#### i. Approval of Check Register

Mr. Flint: You have the check register for the general fund and Board pay totaling \$168,719.31. The detailed register is behind the summary. If the Board has any questions, we can discuss those.

On MOTION by Mr. Gysen, seconded by Ms. LaFrance, with all in favor, the Check Register totaling \$168,719.31, was approved.

#### ii. Balance Sheet and Income Statement

Mr. Flint: I handed out the unaudited financials. There is no action required on those. I probably haven't had a chance to review them but if you have any questions, feel free to let me know and I will get back with you. The proposed budget did have the actuals through the first five or six months. You don't have the balance sheet in the budget but you have the statement of revenue and expenditures.

#### iii. Presentation of Arborist Report from Mary L. Edwards Consulting Arborist Services

Mr. Flint: Unfortunately, you saw the large oak tree in the community is failing and Mr. Hutson brought this to our attention. We went out and Andy worked on getting a certified arborist to evaluate the tree and provide a report.

Mr. Jorgenson: A little history on that tree. When Indigo South was being constructed, you guys know the roadway was actually built around that tree to try to save it. Shortly thereafter, a storm came through and split the tree in half. Throughout the years, the tree has continued to decline to the point where removal looked like it was going to be necessary. We asked Mary Edwards who is a certified arborist to come up to evaluate the tree. Her recommendation is removal. We would like to see the tree removed in the future with potential replacement to be installed in its place.

Mr. Flint: In light of this report, we don't really have an option because I think there is health safety issues. My suggestion would be, we don't have a price yet for removal but I don't believe we have a choice so Andy is going to solicit some pricing for that to have it removed. We will bring back a proposal at a future meeting with a potential option for replacement. Obviously, you aren't going to be able to replace a 150-year-old Oak tree with anything close to that but we will look at a larger caliber tree.

Mr. Jorgenson: We are currently seeking bids for multiple different sizes actually to go in to replace it with so you will have some options.

Mr. Flint: We will do it in two steps. We will have to have the tree removed and then will bring back proposals afterwards for replacement. Any questions on the report?

Mr. Gysen: How soon do you think?

Mr. Flint: Andy how long do you think it will take to get a quote?

Mr. Jorgenson: Probably a week to get a quote then once it is quoted, pretty quick within 7-10 business days after that it will be removed.

Mr. Flint: Within the next 30 days.

On MOTION by Mr. Gysen, seconded by Ms. LaFrance, with all in favor, Removal of the Oak Tree, was approved.

#### iv. Presentation of Number of Registered Voters - 931

Mr. Flint: Each year we are required to announce the number of registered voters. As of April 15<sup>th</sup>, you can see there were 931 registered voters within Indigo East. That requirement is really there during the period where the composition of the Board changes from landowner elected to general elected. Your Board is fully transitioned to general elected but we still have this obligation to report this information annually. There is no action required on that.

#### v. General Election Qualifying Period and Procedure

Mr. Flint: The way the seats are staggered, once it transitions to general election because there are five seats, the terms of those seats are staggered so that every two years either three seats or two seats are up. It goes three two, three two. The seats terms are up in even numbered years that correspond with the general election. We have Cynthia's seat #4 and Marla's seat #1 and both of those terms expire in November. Because the seats have transitioned to general election, the process of filling and running for those seats is handled by the Supervisor of Elections for Marion County. We included the one-page description of the qualifying procedures for Special Districts. The official qualifying period is from noon on Monday June 10<sup>th</sup> until noon on Friday June 14<sup>th</sup>. You can go on before this and submit your paperwork if you choose to do so but that is the official qualifying period. The procedures are listed there. You have to either get 25 valid petitions signed or pay a fee of \$25. If only one person goes in and qualifies to run for the seat, that person ends up being elected as unopposed. If more than one person qualifies then what will happen is on the ballot on the first Tuesday in November, you will see the Indigo East seat #4 or #1 actually on the ballot and the people in Indigo will vote for one or the other candidates. You can have more than two candidates. If only one person ends up qualifying, they don't put it on the ballot. That person ends up being elected unopposed. We really don't have any involvement in that actual process but we put it in the agenda to make sure the Board is aware of that process. We do have to run a notice in a legal ad and provide the information to the Supervisor of Elections. Any questions on that?

Ms. Ziino: A question because my seat is coming up in November. I don't have to file a DSDE-302MD?

Mr. Flint: Yes, you have to do all of that. They have tried to make it streamlined for Special Districts so you don't have to comply with everything. The fees are discounted.

Ms. LaFrance: Where do we get the form?

Mr. Flint: From the Supervisor of Elections office. They generally have it online.

### NINTH ORDER OF BUSINESS

Mr. Flint: Any other business? Hearing none.

#### **TENTH ORDER OF BUSINESS**

Mr. Flint: Any Supervisors requests? Hearing none.

### ELEVENTH ORDER OF BUSINESS Adjournment

Mr. Flint: Is there a motion to adjourn?

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

Secretary / Assistant Secretary

Chairman / Vice Chairman

Indigo East CDD

### **Other Business**

none.

**Supervisors Requests** 

# SECTION IV

# SECTION B

#### **RESOLUTION 2024-03**

#### 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, 2024, AND ENDING SEPTEMBER 30, 2025, AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS,** the District Manager has, prior to the fifteenth (15<sup>th</sup>) day in June, 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 20, 2024, 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 2024 and/or revised projections for Fiscal Year 2025.

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, 2024," as adopted by the Board of Supervisors on August 15, 2024.

#### Section 2. Appropriations

TOTAL GENERAL FUND	\$
DEBT SERVICE FUND(S) – SERIES 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 20<sup>th</sup> day of August, 2024.

ATTEST:

## INDIGO EAST COMMUNITY DEVELOPMENT DISTRICT

Secretary

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

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

# Indigo East Community Development District

Proposed Budget FY 2025



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# Indigo East

Community Development District

# Proposed Budget

**General Fund** 

Description	Adopted Budget FY2024		Actuals Thru 6/30/24	Projected Next 3 Months			Projected Thru 9/30/24	Proposed Budget FY2025	
Revenues									
Maintenance Assessments	\$ 333,934	\$	336,370	\$	-	\$	336,370	\$	333,934
Interest	\$ -	\$	21	\$	7	\$	27	\$	13
Carry Forward Surplus	\$ -	\$	113,542	\$	-	\$	113,542	\$	-
Total Revenues	\$ 333,934	\$	449,932	\$	7	\$	449,939	\$	333,947
Expenditures									
General & Administrative									
Supervisor Fees	\$ 4,000	\$	2,600	\$	1,000	\$	3,600	\$	4,000
FICA Expense	\$ 306	\$	153	\$	77	\$	230	\$	306
Engineering	\$ 4,000	\$	4,363	\$	-	\$	4,363	\$	4,000
Trustee Fees	\$ 2,050	\$	2,020	\$	-	\$	2,020	\$	2,050
Dissemination	\$ 2,650	\$	2,087	\$	662	\$	2,750	\$	2,783
Arbitrage	\$ 450	\$	900	\$	-	\$	900	\$	450
Assessment Roll	\$ 5,300	\$	5,300	\$	-	\$	5,300	\$	5,565
Attorney	\$ 6,100	\$	4,500	\$	1,600	\$	6,100	\$	6,100
Annual Audit	\$ 4,000	\$	4,100	\$	-	\$	4,100	\$	4,100
Management Fees	\$ 8,304	\$	6,228	\$	2,076	\$	8,304	\$	9,550
Information Technology	\$ 848	\$	636	\$	212	\$	848	\$	891
Website Maintenance	\$ 636	\$	477	\$	159	\$	636	\$	668
Telephone	\$ 100	\$	-	\$	25	\$	25	\$	100
Postage	\$ 200	\$	119	\$	81	\$	200	\$	200
Printing & Binding	\$ 500	\$	0	\$	150	\$	150	\$	500
Insurance	\$ 7,960	\$	7,489	\$	-	\$	7,489	\$	8,238
Legal Advertising	\$ 1,000	\$	113	\$	887	\$	1,000	\$	1,000
Other Current Charges	\$ 1,200	\$	764	\$	270	\$	1,034	\$	1,200
Office Supplies	\$ 200	\$	54	\$	50	\$	104	\$	200
Dues, Licenses & Subscriptions	\$ 175	\$	175	\$	-	\$	175	\$	175
Total General & Administrative:	\$ 49,979	\$	42,078	\$	7,249	\$	49,327	\$	52,076

# Indigo East

Community Development District

# Proposed Budget

**General Fund** 

Description	Adopted Budget FY2024			Actuals Thru 6/30/24		Projected Next 3 Months	Projected Thru 9/30/24			Proposed Budget FY2025		
Operations & Maintenance.												
Property Insurance	\$	791	\$	781	\$	-	\$	781	\$	883		
Water Expense	\$	2,508	\$	1,967	\$	681	\$	2,648	\$	2,724		
Electric Expense	\$	30,360	\$	17,093	\$	5,923	\$	23,015	\$	30,360		
Irrigation Repairs	\$	2,925	\$	411	\$	731	\$	1,142	\$	2,925		
Retention Ponds/ROW Maintenance	\$	188,253	\$	128,222	\$	46,404	\$	174,626	\$	188,253		
Plant Replacement	\$	2,500	\$	-	\$	625	\$	625	\$	2,500		
Tree Trimming	\$	1,000	\$	-	\$	250	\$	250	\$	1,000		
Pressure Washing	\$	18,207	\$	-	\$	15,000	\$	15,000	\$	18,207		
Well Maintenance/Repairs	\$	4,050	\$	-	\$	1,013	\$	1,013	\$	4,050		
Contingency	\$	8,361	\$	4,850	\$	3,511	\$	8,361	\$	8,361		
Total Operations & Maintenance:	\$	258,955	\$	153,324	\$	74,137	\$	227,461	\$	259,263		
Other Expenditures												
Transfer Out - Capital Reserve	\$	25,000	\$	-	\$	80,630	\$	80,630	\$	22,608		
Total Other Expenditures	\$	25,000	\$	-	\$	80,630	\$	80,630	\$	22,608		
Total Expenditures	\$	333,934	\$	195,402	\$	162,017	\$	357,418	\$	333,947		
Excess Revenues/(Expenditures)	\$	-	\$	254,531	\$	(162,010)	\$	92,521	\$	-		
		Net Assessments		<b>FY2022</b> \$254,337		<b>FY2023</b> \$254,337		<b>FY2024</b> \$333,934		<b>FY2025</b> \$333,934		
	Discounts & Collections (6			\$16,234		\$16,234		\$21,315		\$21,315		
		oss Assessments	-	\$270,572		\$270,572		\$355,249		\$355,249		
		Total Units		605		605	605 \$587			605		
	Assess	sments per Unit		\$447		\$447				\$587		

#### **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.

#### <u>Interest</u>

The District receives interest earnings from its cash balance in the Truist 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.

#### <u>Engineering</u>

The District's engineer provides 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.

#### <u>Arbitrage</u>

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

#### <u>Assessment Roll</u>

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.

#### <u>Attorney</u>

The District's legal counsel provides 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.

#### <u>Annual Audit</u>

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.

#### <u>Management Fees</u>

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

#### 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. Governmental Management Services – Central Florida, LLC provides these services.

#### <u>Telephone</u>

Telephone and fax machine.

#### <u>Postage</u>

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.

#### <u>Insurance</u>

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 CA Florida Holdings LLC.

#### **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 Commerce 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.

#### 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).

#### Irrigation Repairs

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

#### **Retention Ponds/ROW 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."

#### **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.

#### <u>Mulch</u>

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

Description	Monthly	Annually
Earthscapes Unlimited Inc	\$11,244	\$134,925
Everglades Pine Straw 10,100 bales @ \$5.28 /bale)		\$53,328
TOTAL		\$188,253

#### 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.

#### <u>Contingency</u>

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

#### **Other Expenditures:**

#### Capital Reserve - Transfer

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

# Indigo East

### Community Development District

#### **Proposed Budget**

#### **Debt Service Fund Series 2016**

Description	Adopted Budget FY2024		Actuals Thru 6/30/24		Projected Next 3 Months		Projected Thru 9/30/24		Proposed Budget FY2025	
Revenues										
Assessments - Tax Roll	\$	82,589	\$	82,897	\$	-	\$	82,897	\$	82,589
Interest Income	\$	-	\$	5,339	\$	1,780	\$	7,119	\$	3,560
Carry Forward Surplus	\$	90,762	\$	96,486	\$	-	\$	96,486	\$	100,502
Total Revenues	\$	173,351	\$	184,722	\$	1,780	\$	186,502	\$	186,650
<u>Expenditures</u>										
Special Call - 11/1	\$	-	\$	5,000	\$	-	\$	5,000	\$	-
Interest - 11/1	\$	18,263	\$	18,056	\$	-	\$	18,056	\$	17,100
Principal - 5/1	\$	45,000	\$	45,000	\$	-	\$	45,000	\$	45,000
Interest - 5/1	\$	18,263	\$	17,944	\$	-	\$	17,944	\$	17,100
Total Expenditures	\$	81,525	\$	86,000	\$	-	\$	86,000	\$	79,200
Excess Revenues/(Expenditures)	\$	91,826	\$	98,722	\$	1,780	\$	100,502	\$	107,450

Nov 1, 2025 \$16,256

Net Assessments\$82,589Discounts & Collections (6%)\$5,272Gross Assessments\$87,861

Total Units182Assessments per Unit\$483

Indigo East Community Development District Series 2016 Special Assessment Bonds

Amortization Schedule

Date	Balance	Prinicpal		Interest	Total		
05/01/24	\$ 855,000.00	\$ 45,000.00	\$	17,943.75			
11/01/24	\$ 810,000.00	\$ -	\$	17,100.00	\$ 80,043.75		
05/01/25	\$ 810,000.00	\$ 45,000.00	\$	17,100.00			
11/01/25	\$ 765,000.00	\$ -	\$	16,256.25	\$ 78,356.25		
05/01/26	\$ 765,000.00	\$ 50,000.00	\$	16,256.25			
11/01/26	\$ 715,000.00	\$ -	\$	15,225.00	\$ 81,481.25		
05/01/27	\$ 715,000.00	\$ 50,000.00	\$	15,225.00			
11/01/27	\$ 660,000.00	\$ -	\$	14,193.75	\$ 79,418.75		
05/01/28	\$ 660,000.00	\$ 55,000.00	\$	14,193.75			
11/01/28	\$ 605,000.00	\$ -	\$	13,059.38	\$ 82,253.13		
05/01/29	\$ 605,000.00	\$ 55,000.00	\$	13,059.38			
11/01/29	\$ 545,000.00	\$ -	\$	11,925.00	\$ 79,984.38		
05/01/30	\$ 545,000.00	\$ 60,000.00	\$	11,925.00			
11/01/30	\$ 485,000.00	\$ -	\$	10,687.50	\$ 82,612.50		
05/01/31	\$ 485,000.00	\$ 60,000.00	\$	10,687.50			
11/01/31	\$ 425,000.00	\$ -	\$	9,450.00	\$ 80,137.50		
05/01/32	\$ 425,000.00	\$ 65,000.00	\$	9,450.00			
11/01/32	\$ 360,000.00	\$ -	\$	8,100.00	\$ 82,550.00		
05/01/33	\$ 360,000.00	\$ 65,000.00	\$	8,100.00			
11/01/33	\$ 295,000.00	\$ -	\$	6,637.50	\$ 79,737.50		
05/01/34	\$ 295,000.00	\$ 70,000.00	\$	6,637.50			
11/01/34	\$ 225,000.00	\$ -	\$	5,062.50	\$ 81,700.00		
05/01/35	\$ 225,000.00	\$ 70,000.00	\$	5,062.50			
11/01/35	\$ 155,000.00	\$ -	\$	3,487.50	\$ 78,550.00		
05/01/36	\$ 155,000.00	\$ 75,000.00	\$	3,487.50			
11/01/36	\$ 80,000.00	\$ -	\$	1,800.00	\$ 80,287.50		
05/01/37	\$ 80,000.00	\$ 80,000.00	\$	1,800.00	\$ 81,800.00		
		\$ 845,000.00	\$	283,912.51	\$ 1,128,912.51		

# Indigo East

### Community Development District

#### **Proposed Budget**

#### **Capital Reserves Fund**

Description	Adopted Budget FY2024		Actuals Thru 6/30/24		Projected Next 3 Months		Projected Thru 9/30/24		Proposed Budget FY2025	
Revenues										
Interest Income	\$ -	\$	16,148	\$	5,383	\$	21,530	\$	10,765	
Carry Forward Surplus	\$ 338,604	\$	370,768	\$	-	\$	370,768	\$	436,395	
Total Revenues	\$ 338,604	\$	386,916	\$	5,383	\$	392,299	\$	447,160	
Expenditures										
Roadway Resurfacing	\$ -	\$	3,210	\$	-	\$	3,210	\$	-	
Tree Replacement	\$ -	\$	-	\$	10,000	\$	10,000	\$	-	
Roadway Striping	\$ -	\$	-	\$	23,324	\$	23,324	\$	-	
Total Expenditures	\$ -	\$	3,210	\$	33,324	\$	36,534	\$	-	
Other Financing Sources/(Uses)										
Transfer In	\$ 25,000	\$	-	\$	80,630	\$	80,630	\$	22,608	
Total Other Financing Sources/(Uses)	\$ 25,000	\$	-	\$	80,630	\$	80,630	\$	22,608	
Excess Revenues/(Expenditures)	\$ 363,604	\$	383,706	\$	52,689	\$	436,395	\$	469,768	

# SECTION C

#### **RESOLUTION 2024-04**

#### 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 2024-2025 ("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 2024-2025; 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 there from 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 20<sup>th</sup> day of August, 2024.

ATTEST:

#### INDIGO EAST COMMUNITY DEVELOPMENT DISTRICT

Secretary/ Assistant Secretary

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

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

# Indigo East CDD FY 25 Assessment Roll

PARCEL	Units	O&M	Debt	Total
3530-0000-05	12	\$7,046.16	\$0.00	\$7,046.16
3530-0000-29			\$0.00	\$0.00
3566-000-001			\$0.00	\$0.00
3566-000-007			\$0.00	\$0.00
3566-000-008			\$0.00	\$0.00
3566-000-010			\$0.00	\$0.00
3566-0010001			\$0.00	\$0.00
3566-0010002			\$0.00	\$0.00
3566-0010003			\$0.00	\$0.00
3566-0010004			\$0.00	\$0.00
3566-0010005			\$0.00	\$0.00
3566-0010006			\$0.00	\$0.00
3566-0010007			\$0.00	\$0.00
3566-0010008			\$0.00	\$0.00
3566-0010009			\$0.00	\$0.00
3566-001-001	1	\$587.18	\$0.00	\$587.18
3566-001-002	1	\$587.18	\$0.00	\$587.18
3566-001-003	1	\$587.18	\$0.00	\$587.18
3566-001-004	1	\$587.18	\$0.00	\$587.18
3566-001-005	1	\$587.18	\$0.00	\$587.18
3566-001-006	1	\$587.18	\$0.00	\$587.18
3566-001-007	1	\$587.18	\$0.00	\$587.18
3566-001-008	1	\$587.18	\$0.00	\$587.18
3566-001-009	1	\$587.18	\$0.00	\$587.18
3566-001-010	1	\$587.18	\$0.00	\$587.18
3566-001-011	1	\$587.18	\$0.00	\$587.18
3566-001-012	1	\$587.18	\$0.00	\$587.18
3566-001-013	1	\$587.18	\$0.00	\$587.18
3566-001-014	1	\$587.18	\$0.00	\$587.18
3566-001-015	1	\$587.18	\$0.00	\$587.18
3566-001-016	1	\$587.18	\$0.00	\$587.18
3566-001-017	1	\$587.18	\$0.00	\$587.18
3566-001-018	1	\$587.18	\$0.00	\$587.18
3566-001-019	1	\$587.18	\$0.00	\$587.18
3566-001-020	1	\$587.18	\$0.00	\$587.18
3566-001-021	1	\$587.18	\$0.00	\$587.18
3566-001-022	1	\$587.18	\$0.00	\$587.18
3566-001-023	1	\$587.18	\$0.00	\$587.18
3566-001-024	1	\$587.18	\$0.00	\$587.18
3566-001-025	1	\$587.18	\$0.00	\$587.18
3566-001-026	1	\$587.18	\$0.00	\$587.18
3566-001-027	1	\$587.18	\$0.00	\$587.18
3566-001-028	1	\$587.18	\$0.00	\$587.18
3566-001-029	1	\$587.18	\$0.00	\$587.18

PARCEL	Units	O&M	Debt	Total
3566-001-030	1	\$587.18	\$0.00	\$587.18
3566-001-031	1	\$587.18	\$0.00	\$587.18
3566-001-032	1	\$587.18	\$0.00	\$587.18
3566-001-033	1	\$587.18	\$0.00	\$587.18
3566-001-034	1	\$587.18	\$0.00	\$587.18
3566-001-035	1	\$587.18	\$0.00	\$587.18
3566-001-036	1	\$587.18	\$0.00	\$587.18
3566-001-037	1	\$587.18	\$0.00	\$587.18
3566-001-038	1	\$587.18	\$0.00	\$587.18
3566-001-039	1	\$587.18	\$0.00	\$587.18
3566-001-040	1	\$587.18	\$0.00	\$587.18
3566-001-041	1	\$587.18	\$0.00	\$587.18
3566-001-042	1	\$587.18	\$0.00	\$587.18
3566-001-043	1	\$587.18	\$0.00	\$587.18
3566-001-044	1	\$587.18	\$0.00	\$587.18
3566-001-045	1	\$587.18	\$0.00	\$587.18
3566-001-046	1	\$587.18	\$0.00	\$587.18
3566-001-047	1	\$587.18	\$0.00	\$587.18
3566-001-048	1	\$587.18	\$0.00	\$587.18
3566-001-049	1	\$587.18	\$0.00	\$587.18
3566-001-050	1	\$587.18	\$0.00	\$587.18
3566-001-051	1	\$587.18	\$0.00	\$587.18
3566-001-052	1	\$587.18	\$0.00	\$587.18
3566-001-053	1	\$587.18	\$0.00	\$587.18
3566-001-054	1	\$587.18	\$0.00	\$587.18
3566-001-055	1	\$587.18	\$0.00	\$587.18
3566-001-056	1	\$587.18	\$0.00	\$587.18
3566-001-057	1	\$587.18	\$0.00	\$587.18
3566-001-058	1	\$587.18	\$0.00	\$587.18
3566-001-059	1	\$587.18	\$0.00	\$587.18
3566-001-060	1	\$587.18	\$0.00	\$587.18
3566-001-061	1	\$587.18	\$0.00	\$587.18
3566-001-062	1	\$587.18	\$0.00	\$587.18
3566-001-063	1	\$587.18	\$0.00	\$587.18
3566-001-064	1	\$587.18	\$0.00	\$587.18
3566-001-065	1	\$587.18	\$0.00	\$587.18
3566-001-066	1	\$587.18	\$0.00	\$587.18
3566-001-067	1	\$587.18	\$0.00	\$587.18
3566-001-068	1	\$587.18	\$0.00	\$587.18
3566-001-069	1	\$587.18	\$0.00	\$587.18
3566-001-070	1	\$587.18	\$0.00	\$587.18
3566-001-071	1	\$587.18	\$0.00	\$587.18
3566-001-072	1	\$587.18	\$0.00	\$587.18
3566-001-073	1	\$587.18	\$0.00	\$587.18
3566-001-074	1	\$587.18	\$0.00	\$587.18
3566-001-075	1	\$587.18	\$0.00	\$587.18
3566-001-075	1	\$587.18	\$0.00	\$587.18
2200-001-010	Ŧ	01.1006	<b>ψυ.υ</b> υ	10،1006

PARCEL	Units	O&M	Debt	Total
3566-001-077	1	\$587.18	\$0.00	\$587.18
3566-001-078	1	\$587.18	\$0.00	\$587.18
3566-001-079	1	\$587.18	\$0.00	\$587.18
3566-001-080	1	\$587.18	\$0.00	\$587.18
3566-001-081	1	\$587.18	\$0.00	\$587.18
3566-001-082	1	\$587.18	\$0.00	\$587.18
3566-001-083	1	\$587.18	\$0.00	\$587.18
3566-001-084	1	\$587.18	\$0.00	\$587.18
3566-001-085	1	\$587.18	\$0.00	\$587.18
3566-001-086	1	\$587.18	\$0.00	\$587.18
3566-001-087	1	\$587.18	\$0.00	\$587.18
3566-001-088	1	\$587.18	\$0.00	\$587.18
3566-001-089	1	\$587.18	\$0.00	\$587.18
3566-001-090	1	\$587.18	\$0.00	\$587.18
3566-001-091	1	\$587.18	\$0.00	\$587.18
3566-001-092	1	\$587.18	\$0.00	\$587.18
3566-001-093	1	\$587.18	\$0.00	\$587.18
3566-001-094	1	\$587.18	\$0.00	\$587.18
3566-001-095	1	\$587.18	\$0.00	\$587.18
3566-001-096	1	\$587.18	\$0.00	\$587.18
3566-001-097	1	\$587.18	\$0.00	\$587.18
3566-001-098	1	\$587.18	\$0.00	\$587.18
3566-001-099	1	\$587.18	\$0.00	\$587.18
3566-001-100	1	\$587.18	\$0.00	\$587.18
3566-001-101	1	\$587.18	\$0.00	\$587.18
3566-001-102	1	\$587.18	\$0.00	\$587.18
3566-001-103	1	\$587.18	\$0.00	\$587.18
3566-001-104	1	\$587.18	\$0.00	\$587.18
3566-001-105	1	\$587.18	\$0.00	\$587.18
3566-001-106	1	\$587.18	\$0.00	\$587.18
3566-001-107	1	\$587.18	\$0.00	\$587.18
3566-001-108	1	\$587.18	\$0.00	\$587.18
3566-001-109	1	\$587.18	\$0.00	\$587.18
3566-001-110	1	\$587.18	\$0.00	\$587.18
3566-001-111	1	\$587.18	\$0.00	\$587.18
3566-001-112	1	\$587.18	\$0.00	\$587.18
3566-001-113	1	\$587.18	\$0.00	\$587.18
3566-001-114	1	\$587.18	\$0.00	\$587.18
3566-001-115	1	\$587.18	\$0.00	\$587.18
3566-001-116	1	\$587.18	\$0.00	\$587.18
3566-001-117	1	\$587.18	\$0.00	\$587.18
3566-001-118	1	\$587.18	\$0.00	\$587.18
3566-001-119	1	\$587.18	\$0.00	\$587.18
3566-001-120	1	\$587.18	\$0.00	\$587.18
3566-001-121	1	\$587.18	\$0.00	\$587.18
3566-001-122	1	\$587.18	\$0.00	\$587.18
3566-001-123	1	\$587.18	\$0.00	\$587.18

PARCEL	Units	O&M	Debt	Total
3566-001-124	1	\$587.18	\$0.00	\$587.18
3566-001-125	1	\$587.18	\$0.00	\$587.18
3566-001-126	1	\$587.18	\$0.00	\$587.18
3566-0020001			\$0.00	\$0.00
3566-002-001			\$0.00	\$0.00
3566-0020013			\$0.00	\$0.00
3566-0020014			\$0.00	\$0.00
3566-0020015			\$0.00	\$0.00
3566-0020016			\$0.00	\$0.00
3566-002-002			\$0.00	\$0.00
3566-002-003			\$0.00	\$0.00
3566-002-176	1	\$587.18	\$0.00	\$587.18
3566-002-177	1	\$587.18	\$0.00	\$587.18
3566-002-178	1	\$587.18	\$0.00	\$587.18
3566-002-179	1	\$587.18	\$0.00	\$587.18
3566-002-180	1	\$587.18	\$0.00	\$587.18
3566-002-181	1	\$587.18	\$0.00	\$587.18
3566-002-182	1	\$587.18	\$0.00	\$587.18
3566-002-183	1	\$587.18	\$0.00	\$587.18
3566-002-184	1	\$587.18	\$0.00	\$587.18
3566-002-185	1	\$587.18	\$0.00	\$587.18
3566-002-186	1	\$587.18	\$0.00	\$587.18
3566-002-187	1	\$587.18	\$0.00	\$587.18
3566-002-188	1	\$587.18	\$0.00	\$587.18
3566-002-189	1	\$587.18	\$0.00	\$587.18
3566-002-190	1	\$587.18	\$0.00	\$587.18
3566-002-191	1	\$587.18	\$0.00	\$587.18
3566-002-192	1	\$587.18	\$0.00	\$587.18
3566-002-193	1	\$587.18	\$0.00	\$587.18
3566-002-194	1	\$587.18	\$0.00	\$587.18
3566-002-195	1	\$587.18	\$0.00	\$587.18
3566-002-196	1	\$587.18	\$0.00	\$587.18
3566-002-197	1	\$587.18	\$0.00	\$587.18
3566-002-198	1	\$587.18	\$0.00	\$587.18
3566-002-199	1	\$587.18	\$0.00	\$587.18
3566-002-200	1	\$587.18	\$0.00	\$587.18
3566-002-201	1	\$587.18	\$0.00	\$587.18
3566-002-202	1	\$587.18	\$0.00	\$587.18
3566-002-203	1	\$587.18	\$0.00	\$587.18
3566-002-204	1	\$587.18	\$0.00	\$587.18
3566-002-205	1	\$587.18	\$0.00	\$587.18
3566-002-206	1	\$587.18	\$0.00	\$587.18
3566-002-207	1	\$587.18	\$0.00	\$587.18
3566-002-208	1	\$587.18	\$0.00	\$587.18
3566-002-209	1	\$587.18	\$0.00	\$587.18
3566-002-210	1	\$587.18	\$0.00	\$587.18
3566-002-211	1	\$587.18	\$0.00	\$587.18
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PARCEL	Units	O&M	Debt	Total
3566-002-212	1	\$587.18	\$0.00	\$587.18
3566-002-213	1	\$587.18	\$0.00	\$587.18
3566-002-214	1	\$587.18	\$0.00	\$587.18
3566-002-215	1	\$587.18	\$0.00	\$587.18
3566-002-216	1	\$587.18	\$0.00	\$587.18
3566-002-217	1	\$587.18	\$0.00	\$587.18
3566-002-218	1	\$587.18	\$0.00	\$587.18
3566-002-219	1	\$587.18	\$0.00	\$587.18
3566-002-220	1	\$587.18	\$0.00	\$587.18
3566-002-221	1	\$587.18	\$0.00	\$587.18
3566-002-222	1	\$587.18	\$0.00	\$587.18
3566-002-223	1	\$587.18	\$0.00	\$587.18
3566-002-224	1	\$587.18	\$0.00	\$587.18
3566-0030001			\$0.00	\$0.00
3566-0030010			\$0.00	\$0.00
3566-0030011			\$0.00	\$0.00
3566-0030012			\$0.00	\$0.00
3566-003-225	1	\$587.18	\$0.00	\$587.18
3566-003-226	1	\$587.18	\$0.00	\$587.18
3566-003-227	1	\$587.18	\$0.00	\$587.18
3566-003-228	1	\$587.18	\$0.00	\$587.18
3566-003-229	1	\$587.18	\$0.00	\$587.18
3566-003-230	1	\$587.18	\$0.00	\$587.18
3566-003-231	1	\$587.18	\$0.00	\$587.18
3566-003-232	1	\$587.18	\$0.00	\$587.18
3566-003-233	1	\$587.18	\$0.00	\$587.18
3566-003-234	1	\$587.18	\$0.00	\$587.18
3566-003-235	1	\$587.18	\$0.00	\$587.18
3566-003-236	1	\$587.18	\$0.00	\$587.18
3566-003-237	1	\$587.18	\$0.00	\$587.18
3566-003-238	1	\$587.18	\$0.00	\$587.18
3566-003-239	1	\$587.18	\$0.00	\$587.18
3566-003-240	1	\$587.18	\$0.00	\$587.18
3566-003-241	1	\$587.18	\$0.00	\$587.18
3566-003-242	1	\$587.18	\$0.00	\$587.18
3566-003-243	1	\$587.18	\$0.00	\$587.18
3566-003-244	1	\$587.18	\$0.00	\$587.18
3566-003-245	1	\$587.18	\$0.00	\$587.18
3566-003-246	1	\$587.18	\$0.00	\$587.18
3566-003-247	1	\$587.18	\$0.00	\$587.18
3566-003-248	1	\$587.18	\$0.00	\$587.18
3566-003-249	1	\$587.18	\$0.00	\$587.18
3566-003-250	1	\$587.18	\$0.00	\$587.18
3566-003-251	1	\$587.18	\$0.00	\$587.18
3566-003-252	1	\$587.18	\$0.00	\$587.18
3566-003-253	1	\$587.18	\$0.00	\$587.18
3566-003-254	1	\$587.18	\$0.00	\$587.18
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PARCEL	Units	O&M	Debt	Total
3566-003-255	1	\$587.18	\$0.00	\$587.18
3566-003-256	1	\$587.18	\$0.00	\$587.18
3566-003-257	1	\$587.18	\$0.00	\$587.18
3566-003-258	1	\$587.18	\$0.00	\$587.18
3566-003-259	1	\$587.18	\$0.00	\$587.18
3566-003-260	1	\$587.18	\$0.00	\$587.18
3566-003-261	1	\$587.18	\$0.00	\$587.18
3566-003-262	1	\$587.18	\$0.00	\$587.18
3566-003-263	1	\$587.18	\$0.00	\$587.18
3566-003-264	1	\$587.18	\$0.00	\$587.18
3566-003-265	1	\$587.18	\$0.00	\$587.18
3566-003-266	1	\$587.18	\$0.00	\$587.18
3566-003-267	1	\$587.18	\$0.00	\$587.18
3566-003-268	1	\$587.18	\$0.00	\$587.18
3566-0040001			\$0.00	\$0.00
3566-0040005			\$0.00	\$0.00
3566-0040009			\$0.00	\$0.00
3566-004-127	1	\$587.18	\$0.00	\$587.18
3566-004-128	1	\$587.18	\$0.00	\$587.18
3566-004-129	1	\$587.18	\$0.00	\$587.18
3566-004-130	1	\$587.18	\$0.00	\$587.18
3566-004-131	1	\$587.18	\$0.00	\$587.18
3566-004-132	1	\$587.18	\$0.00	\$587.18
3566-004-133	1	\$587.18	\$0.00	\$587.18
3566-004-134	1	\$587.18	\$0.00	\$587.18
3566-004-135	1	\$587.18	\$0.00	\$587.18
3566-004-136	1	\$587.18	\$0.00	\$587.18
3566-004-137	1	\$587.18	\$0.00	\$587.18
3566-004-138	1	\$587.18	\$0.00	\$587.18
3566-004-139	1	\$587.18	\$0.00	\$587.18
3566-004-140	1	\$587.18	\$0.00	\$587.18
3566-004-141	1	\$587.18	\$0.00	\$587.18
3566-004-142	1	\$587.18	\$0.00	\$587.18
3566-004-143	1	\$587.18	\$0.00	\$587.18
3566-004-144	1	\$587.18	\$0.00	\$587.18
3566-004-145	1	\$587.18	\$0.00	\$587.18
3566-004-146	1	\$587.18	\$0.00	\$587.18
3566-004-147	1	\$587.18	\$0.00	\$587.18
3566-004-148	1	\$587.18	\$0.00	\$587.18
3566-004-149	1	\$587.18	\$0.00	\$587.18
3566-004-150	1	\$587.18	\$0.00	\$587.18
3566-004-151	1	\$587.18	\$0.00	\$587.18
3566-004-152	1	\$587.18	\$0.00	\$587.18
3566-004-153	1	\$587.18	\$0.00	\$587.18
3566-004-154	1	\$587.18	\$0.00	\$587.18
3566-004-155	1	\$587.18	\$0.00	\$587.18
3566-004-156	1	\$587.18	\$0.00	\$587.18
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PARCEL	Units	O&M	Debt	Total
3566-004-157	1	\$587.18	\$0.00	\$587.18
3566-004-158	1	\$587.18	\$0.00	\$587.18
3566-004-159	1	\$587.18	\$0.00	\$587.18
3566-004-160	1	\$587.18	\$0.00	\$587.18
3566-004-163	1	\$587.18	\$0.00	\$587.18
3566-004-164	1	\$587.18	\$0.00	\$587.18
3566-004-165	1	\$587.18	\$0.00	\$587.18
3566-004-166	1	\$587.18	\$0.00	\$587.18
3566-004-167	1	\$587.18	\$0.00	\$587.18
3566-004-168	1	\$587.18	\$0.00	\$587.18
3566-004-169	1	\$587.18	\$0.00	\$587.18
3566-004-170	1	\$587.18	\$0.00	\$587.18
3566-004-171	1	\$587.18	\$0.00	\$587.18
3566-004-172	1	\$587.18	\$0.00	\$587.18
3566-004-173	1	\$587.18	\$0.00	\$587.18
3566-004-174	1	\$587.18	\$0.00	\$587.18
3566-004-175	1	\$587.18	\$0.00	\$587.18
3566-012-001			\$0.00	\$0.00
3566-012-002			\$0.00	\$0.00
3566-012-003			\$0.00	\$0.00
3566-012-005			\$0.00	\$0.00
3566-012-006			\$0.00	\$0.00
3566-012-007			\$0.00	\$0.00
3566-012-008			\$0.00	\$0.00
3566-012-009			\$0.00	\$0.00
3566-012-010			\$0.00	\$0.00
3566-013-001			\$0.00	\$0.00
3566-013-002			\$0.00	\$0.00
3566-013-003			\$0.00	\$0.00
3566-013-004			\$0.00	\$0.00
3566-1107-01	1	\$587.18	\$482.75	\$1,069.93
3566-1107-02	1	\$587.18	\$482.75	\$1,069.93
3566-1107-03	1	\$587.18	\$482.75	\$1,069.93
3566-1107-04	1	\$587.18	\$482.75	\$1,069.93
3566-1107-05	1	\$587.18	\$482.75	\$1,069.93
3566-1107-06	1	\$587.18	\$482.75	\$1,069.93
3566-1107-07	1	\$587.18	\$0.00	\$587.18
3566-1107-08	1	\$587.18	\$482.75	\$1,069.93
3566-1107-09	1	\$587.18	\$482.75	\$1,069.93
3566-1107-10	1	\$587.18	\$482.75	\$1,069.93
3566-1107-11	1	\$587.18	\$482.75	\$1,069.93
3566-1107-12	1	\$587.18	\$482.75	\$1,069.93
3566-1107-13	1	\$587.18	\$482.75	\$1,069.93
3566-1107-14	1	\$587.18	\$482.75	\$1,069.93
3566-1107-15	1	\$587.18	\$482.75	\$1,069.93
3566-1107-16	1	\$587.18	\$482.75	\$1,069.93
3566-1107-17	1	\$587.18	\$482.75	\$1,069.93

PARCEL	Units	O&M	Debt	Total
3566-1107-18	1	\$587.18	\$482.75	\$1,069.93
3566-1107-19	1	\$587.18	\$482.75	\$1,069.93
3566-1107-20	1	\$587.18	\$482.75	\$1,069.93
3566-1107-21	1	\$587.18	\$482.75	\$1,069.93
3566-1107-22	1	\$587.18	\$482.75	\$1,069.93
3566-1107-23	1	\$587.18	\$482.75	\$1,069.93
3566-1107-24	1	\$587.18	\$482.75	\$1,069.93
3566-1107-25	1	\$587.18	\$482.75	\$1,069.93
3566-1107-26	1	\$587.18	\$482.75	\$1,069.93
3566-1107-27	1	\$587.18	\$482.75	\$1,069.93
3566-1107-28	1	\$587.18	\$0.00	\$587.18
3566-1107-29	1	\$587.18	\$482.75	\$1,069.93
3566-1107-30	1	\$587.18	\$482.75	\$1,069.93
3566-1107-31	1	\$587.18	\$482.75	\$1,069.93
3566-1107-32	1	\$587.18	\$482.75	\$1,069.93
3566-1107-33	1	\$587.18	\$0.00	\$587.18
3566-1107-34	1	\$587.18	\$0.00	\$587.18
3566-1107-35	1	\$587.18	\$482.75	\$1,069.93
3566-1107-36	1	\$587.18	\$482.75	\$1,069.93
3566-1107-37	1	\$587.18	\$0.00	\$587.18
3566-1107-38	1	\$587.18	\$482.75	\$1,069.93
3566-1107-39	1	\$587.18	\$482.75	\$1,069.93
3566-1107-40	1	\$587.18	\$482.75	\$1,069.93
3566-1107-41	1	\$587.18	\$482.75	\$1,069.93
3566-1107-42	1	\$587.18	\$482.75	\$1,069.93
3566-1107-43	1	\$587.18	\$0.00	\$587.18
3566-1107-44	1	\$587.18	\$482.75	\$1,069.93
3566-1107-45	1	\$587.18	\$482.75	\$1,069.93
3566-1107-46	1	\$587.18	\$482.75	\$1,069.93
3566-1107-47	1	\$587.18	\$482.75	\$1,069.93
3566-1107-48	1	\$587.18	\$482.75	\$1,069.93
3566-1107-49	1	\$587.18	\$482.75	\$1,069.93
3566-1107-50	1	\$587.18	\$482.75	\$1,069.93
3566-1107-51	1	\$587.18	\$482.75	\$1,069.93
3566-1107-52	1	\$587.18	\$482.75	\$1,069.93
3566-1107-53	1	\$587.18	\$482.75	\$1,069.93
3566-1107-54	1	\$587.18	\$482.75	\$1,069.93
3566-1107-55	1	\$587.18	\$482.75	\$1,069.93
3566-1107-56	1	\$587.18	\$482.75	\$1,069.93
3566-1107-57	1	\$587.18	\$482.75	\$1,069.93
3566-1107-58	1	\$587.18	\$482.75	\$1,069.93
3566-1107-59	1	\$587.18	\$482.75	\$1,069.93
3566-1107-60	1	\$587.18	\$482.75	\$1,069.93
3566-1107-61	1	\$587.18	\$482.75	\$1,069.93
3566-1107-62	1	\$587.18	\$482.75	\$1,069.93
3566-1108-01	1	\$587.18	\$482.75	\$1,069.93
3566-1108-02	1	\$587.18	\$482.75	\$1,069.93
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PARCEL	Units	O&M	Debt	Total
3566-1108-03	1	\$587.18	\$482.75	\$1,069.93
3566-1108-04	1	\$587.18	\$482.75	\$1,069.93
3566-1108-05	1	\$587.18	\$482.75	\$1,069.93
3566-1108-06	1	\$587.18	\$482.75	\$1,069.93
3566-1108-07	1	\$587.18	\$0.00	\$587.18
3566-1108-08	1	\$587.18	\$482.75	\$1,069.93
3566-1108-09	1	\$587.18	\$482.75	\$1,069.93
3566-1108-10	1	\$587.18	\$482.75	\$1,069.93
3566-1108-11	1	\$587.18	\$482.75	\$1,069.93
3566-1108-12	1	\$587.18	\$0.00	\$587.18
3566-1108-13	1	\$587.18	\$0.00	\$587.18
3566-1108-14	1	\$587.18	\$482.75	\$1,069.93
3566-1108-15	1	\$587.18	\$482.75	\$1,069.93
3566-1108-16	1	\$587.18	\$482.75	\$1,069.93
3566-1108-17	1	\$587.18	\$482.75	\$1,069.93
3566-1108-18	1	\$587.18	\$0.00	\$587.18
3566-1108-19	1	\$587.18	\$482.75	\$1,069.93
3566-1108-20	1	\$587.18	\$482.75	\$1,069.93
3566-1108-21	1	\$587.18	\$482.75	\$1,069.93
3566-1108-22	1	\$587.18	\$482.75	\$1,069.93
3566-1108-23	1	\$587.18	\$482.75	\$1,069.93
3566-1108-24	1	\$587.18	\$482.75	\$1,069.93
3566-1108-25	1	\$587.18	\$482.75	\$1,069.93
3566-1108-26	1	\$587.18	\$0.00	\$587.18
3566-1108-27	1	\$587.18	\$0.00	\$587.18
3566-1108-28	1	\$587.18	\$0.00	\$587.18
3566-1108-29	1	\$587.18	\$0.00	\$587.18
3566-1108-30	1	\$587.18	\$482.75	\$1,069.93
3566-1108-31	1	\$587.18	\$482.75	\$1,069.93
3566-2210-01	1	\$587.18	\$0.00	\$587.18
3566-2210-02	1	\$587.18	\$482.75	\$1,069.93
3566-2210-03	1	\$587.18	\$482.75	\$1,069.93
3566-2210-04	1	\$587.18	\$0.00	\$587.18
3566-2210-05	1	\$587.18	\$0.00	\$587.18
3566-2210-06	1	\$587.18	\$482.75	\$1,069.93
3566-2210-07	1	\$587.18	\$482.75	\$1,069.93
3566-2210-08	1	\$587.18	\$482.75	\$1,069.93
3566-2210-09	1	\$587.18	\$482.75	\$1,069.93
3566-2210-10	1	\$587.18	\$0.00	\$587.18
3566-2210-11	1	\$587.18	\$0.00	\$587.18
3566-2210-12	1	\$587.18	\$482.75	\$1,069.93
3566-2210-13	1	\$587.18	\$482.75	\$1,069.93
3566-2210-14	1	\$587.18	\$482.75	\$1,069.93
3566-2210-15	1	\$587.18	\$482.75	\$1,069.93
3566-2210-16	1	\$587.18	\$482.75	\$1,069.93
3566-2210-17	1	\$587.18	\$482.75	\$1,069.93
3566-2210-18	1	\$587.18	\$482.75	\$1,069.93
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PARCEL	Units	O&M	Debt	Total
3566-2210-19	1	\$587.18	\$482.75	\$1,069.93
3566-2210-20	1	\$587.18	\$482.75	\$1,069.93
3566-2210-21	1	\$587.18	\$0.00	\$587.18
3566-2210-22	1	\$587.18	\$0.00	\$587.18
3566-2210-23	1	\$587.18	\$482.75	\$1,069.93
3566-2210-24	1	\$587.18	\$482.75	\$1,069.93
3566-2210-25	1	\$587.18	\$482.75	\$1,069.93
3566-2210-26	1	\$587.18	\$482.75	\$1,069.93
3566-2210-27	1	\$587.18	\$482.75	\$1,069.93
3566-2210-28	1	\$587.18	\$482.75	\$1,069.93
3566-2210-29	1	\$587.18	\$482.75	\$1,069.93
3566-2210-30	1	\$587.18	\$482.75	\$1,069.93
3566-2210-31	1	\$587.18	\$482.75	\$1,069.93
3566-2210-32	1	\$587.18	\$482.75	\$1,069.93
3566-2210-33	1	\$587.18	\$482.75	\$1,069.93
3566-2210-34	1	\$587.18	\$482.75	\$1,069.93
3566-2210-35	1	\$587.18	\$482.75	\$1,069.93
3566-2211-01	1	\$587.18	\$482.75	\$1,069.93
3566-2211-02	1	\$587.18	\$482.75	\$1,069.93
3566-2211-03	1	\$587.18	\$482.75	\$1,069.93
3566-2211-04	1	\$587.18	\$482.75	\$1,069.93
3566-2211-05	1	\$587.18	\$482.75	\$1,069.93
3566-2211-06	1	\$587.18	\$482.75	\$1,069.93
3566-2211-07	1	\$587.18	\$482.75	\$1,069.93
3566-2211-08	1	\$587.18	\$482.75	\$1,069.93
3566-2211-09	1	\$587.18	\$482.75	\$1,069.93
3566-2211-10	1	\$587.18	\$482.75	\$1,069.93
3566-2211-11	1	\$587.18	\$482.75	\$1,069.93
3566-2211-12	1	\$587.18	\$482.75	\$1,069.93
3566-2211-13	1	\$587.18	\$482.75	\$1,069.93
3566-2212-01	1	\$587.18	\$482.75	\$1,069.93
3566-2212-02	1	\$587.18	\$0.00	\$587.18
3566-2212-03	1	\$587.18	\$0.00	\$587.18
3566-2212-04	1	\$587.18	\$0.00	\$587.18
3566-2212-05	1	\$587.18	\$0.00	\$587.18
3566-2212-06	1	\$587.18	\$482.75	\$1,069.93
3566-2212-07	1	\$587.18	\$482.75	\$1,069.93
3566-2212-08	1	\$587.18	\$482.75	\$1,069.93
3566-2212-09	1	\$587.18	\$482.75	\$1,069.93
3566-2212-10	1	\$587.18	\$482.75	\$1,069.93
3566-2212-11	1	\$587.18	\$482.75	\$1,069.93
3566-2212-12	1	\$587.18	\$482.75	\$1,069.93
3566-2212-13	1	\$587.18	\$482.75	\$1,069.93
3566-2212-14	1	\$587.18	\$482.75	\$1,069.93
3566-2212-15	1	\$587.18	\$482.75	\$1,069.93
3566-2212-16	1	\$587.18	\$482.75	\$1,069.93
3566-2212-17	1	\$587.18	\$482.75	\$1,069.93
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PARCEL	Units	O&M	Debt	Total
3566-4000001			\$0.00	\$0.00
3566-4000002			\$0.00	\$0.00
3566-4000003			\$0.00	\$0.00
3566-4000004			\$0.00	\$0.00
3566-4001-01	1	\$587.18	\$0.00	\$587.18
3566-4001-02	1	\$587.18	\$0.00	\$587.18
3566-4002-01	1	\$587.18	\$0.00	\$587.18
3566-4002-02	1	\$587.18	\$0.00	\$587.18
3566-4003-01	1	\$587.18	\$0.00	\$587.18
3566-4003-02	1	\$587.18	\$0.00	\$587.18
3566-4004-01	1	\$587.18	\$0.00	\$587.18
3566-4004-02	1	\$587.18	\$0.00	\$587.18
3566-4005-01	1	\$587.18	\$0.00	\$587.18
3566-4005-02	1	\$587.18	\$0.00	\$587.18
3566-4006-01	1	\$587.18	\$0.00	\$587.18
3566-4006-02	1	\$587.18	\$0.00	\$587.18
3566-7701-01	1	\$587.18	\$0.00	\$587.18
3566-7701-02	1	\$587.18	\$482.75	\$1,069.93
3566-7701-03	1	\$587.18	\$0.00	\$587.18
3566-7701-04	1	\$587.18	\$482.75	\$1,069.93
3566-7701-05	1	\$587.18	\$0.00	\$587.18
3566-7701-06	1	\$587.18	\$0.00	\$587.18
3566-7701-07	1	\$587.18	\$482.75	\$1,069.93
3566-7701-08	1	\$587.18	\$482.75	\$1,069.93
3566-7701-09	1	\$587.18	\$0.00	\$587.18
3566-7701-10	1	\$587.18	\$0.00	\$587.18
3566-7701-11	1	\$587.18	\$482.75	\$1,069.93
3566-7701-12	1	\$587.18	\$0.00	\$587.18
3566-7701-13	1	\$587.18	\$0.00	\$587.18
3566-7701-14	1	\$587.18	\$482.75	\$1,069.93
3566-7701-15	1	\$587.18	\$0.00	\$587.18
3566-7701-16	1	\$587.18	\$482.75	\$1,069.93
3566-7701-17	1	\$587.18	\$0.00	\$587.18
3566-7701-18	1	\$587.18	\$0.00	\$587.18
3566-7701-19	1	\$587.18	\$0.00	\$587.18
3566-7701-20	1	\$587.18	\$0.00	\$587.18
3566-7701-21	1	\$587.18	\$0.00	\$587.18
3566-7701-22	1	\$587.18	\$0.00	\$587.18
3566-7701-23	1	\$587.18	\$0.00	\$587.18
3566-7701-24	1	\$587.18	\$0.00	\$587.18
3566-7701-25	1	\$587.18	\$0.00	\$587.18
3566-7701-26	1	\$587.18	\$0.00	\$587.18
3566-7701-27	1	\$587.18	\$0.00	\$587.18
3566-7701-28	1	\$587.18	\$482.75	\$1,069.93
3566-7701-29	1	\$587.18	\$482.75	\$1,069.93
3566-7701-30	1	\$587.18	\$0.00	\$587.18
3566-7701-31	1	\$587.18	\$0.00	\$587.18
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PARCEL	Units	O&M	Debt	Total
3566-7701-32	1	\$587.18	\$482.75	\$1,069.93
3566-7701-33	1	\$587.18	\$0.00	\$587.18
3566-7701-34	1	\$587.18	\$0.00	\$587.18
3566-7701-35	1	\$587.18	\$0.00	\$587.18
3566-7701-36	1	\$587.18	\$0.00	\$587.18
3566-7701-37	1	\$587.18	\$0.00	\$587.18
3566-7701-38	1	\$587.18	\$0.00	\$587.18
3566-7701-39	1	\$587.18	\$0.00	\$587.18
3566-7701-40	1	\$587.18	\$0.00	\$587.18
3566-7701-41	1	\$587.18	\$0.00	\$587.18
3566-7701-42	1	\$587.18	\$0.00	\$587.18
3566-7701-43	1	\$587.18	\$0.00	\$587.18
3566-7701-44	1	\$587.18	\$482.75	\$1,069.93
3566-7701-45	1	\$587.18	\$482.75	\$1,069.93
3566-7701-46	1	\$587.18	\$0.00	\$587.18
3566-7701-47	1	\$587.18	\$0.00	\$587.18
3566-7701-48	1	\$587.18	\$482.75	\$1,069.93
3566-7701-49	1	\$587.18	\$0.00	\$587.18
3566-7701-50	1	\$587.18	\$0.00	\$587.18
3566-7701-51	1	\$587.18	\$482.75	\$1,069.93
3566-7701-52	1	\$587.18	\$0.00	\$587.18
3566-7701-53	1	\$587.18	\$0.00	\$587.18
3566-7701-54	1	\$587.18	\$0.00	\$587.18
3566-7701-55	1	\$587.18	\$0.00	\$587.18
3566-7701-56	1	\$587.18	\$482.75	\$1,069.93
3566-7701-57	1	\$587.18	\$0.00	\$587.18
3566-7701-58	1	\$587.18	\$0.00	\$587.18
3566-7701-59	1	\$587.18	\$0.00	\$587.18
3566-7701-60	1	\$587.18	\$0.00	\$587.18
3566-7701-61	1	\$587.18	\$0.00	\$587.18
3566-7701-62	1	\$587.18	\$0.00	\$587.18
3566-7701-63	1	\$587.18	\$0.00	\$587.18
3566-7701-64	1	\$587.18	\$0.00	\$587.18
3566-7701-65	1	\$587.18	\$0.00	\$587.18
3566-7701-66	1	\$587.18	\$0.00	\$587.18
3566-7701-67	1	\$587.18	\$482.75	\$1,069.93
3566-7701-68	1	\$587.18	\$0.00	\$587.18
3566-7701-69	1	\$587.18	\$0.00	\$587.18
3566-7701-70	1	\$587.18	\$482.75	\$1,069.93
3566-7701-71	1	\$587.18	\$0.00	\$587.18
3566-7701-72	1	\$587.18	\$482.75	\$1,069.93
3566-7701-73	1	\$587.18	\$482.75	\$1,069.93
3566-7701-74	1	\$587.18	\$0.00	\$587.18
3566-7701-75	1	\$587.18	\$482.75	\$1,069.93
3566-7702-01	1	\$587.18	\$0.00	\$587.18
3566-7702-02	1	\$587.18	\$482.75	\$1,069.93
3566-7702-03	1	\$587.18	\$482.75	\$1,069.93
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PARCEL	Units	O&M	Debt	Total
3566-7702-04	1	\$587.18	\$482.75	\$1,069.93
3566-7702-05	1	\$587.18	\$0.00	\$587.18
3566-7702-06	1	\$587.18	\$482.75	\$1,069.93
3566-7702-07	1	\$587.18	\$0.00	\$587.18
3566-7702-08	1	\$587.18	\$0.00	\$587.18
3566-7702-09	1	\$587.18	\$0.00	\$587.18
3566-7702-10	1	\$587.18	\$482.75	\$1,069.93
3566-7702-11	1	\$587.18	\$482.75	\$1,069.93
3566-7702-12	1	\$587.18	\$0.00	\$587.18
3566-7702-13	1	\$587.18	\$0.00	\$587.18
3566-7702-14	1	\$587.18	\$0.00	\$587.18
3566-7702-15	1	\$587.18	\$0.00	\$587.18
3566-7702-16	1	\$587.18	\$482.75	\$1,069.93
3566-7702-17	1	\$587.18	\$0.00	\$587.18
3566-7702-18	1	\$587.18	\$0.00	\$587.18
3566-7702-19	1	\$587.18	\$0.00	\$587.18
3566-7702-20	1	\$587.18	\$0.00	\$587.18
3566-7702-21	1	\$587.18	\$482.75	\$1,069.93
3566-7702-22	1	\$587.18	\$482.75	\$1,069.93
3566-7702-23	1	\$587.18	\$482.75	\$1,069.93
3566-7702-24	1	\$587.18	\$482.75	\$1,069.93
3566-7702-25	1	\$587.18	\$0.00	\$587.18
3566-7702-26	1	\$587.18	\$0.00	\$587.18
3566-7702-27	1	\$587.18	\$482.75	\$1,069.93
3566-7702-28	1	\$587.18	\$482.75	\$1,069.93
3566-7702-29	1	\$587.18	\$482.75	\$1,069.93
3566-7705-01	1	\$587.18	\$0.00	\$587.18
3566-7705-02	1	\$587.18	\$0.00	\$587.18
3566-7705-03	1	\$587.18	\$0.00	\$587.18
3566-7705-04	1	\$587.18	\$0.00	\$587.18
3566-7705-05	1	\$587.18	\$0.00	\$587.18
3566-7705-06	1	\$587.18	\$0.00	\$587.18
3566-7705-07	1	\$587.18	\$0.00	\$587.18
3566-7705-08	1	\$587.18	\$0.00	\$587.18
3566-7705-09	1	\$587.18	\$0.00	\$587.18
3566-7705-10	1	\$587.18	\$0.00	\$587.18
3566-7705-11	1	\$587.18	\$0.00	\$587.18
3566-7705-12	1	\$587.18	\$0.00	\$587.18
3566-7705-13	1	\$587.18	\$0.00	\$587.18
3566-7705-14	1	\$587.18	\$0.00	\$587.18
3566-7705-15	1	\$587.18	\$0.00	\$587.18
3566-7705-16	1	\$587.18	\$0.00	\$587.18
3566-7705-17	1	\$587.18	\$0.00	\$587.18
3566-7705-18	1	\$587.18	\$0.00	\$587.18
3566-7705-19	1	\$587.18	\$0.00	\$587.18
3566-7705-20	1	\$587.18	\$0.00	\$587.18
3566-7705-21	1	\$587.18	\$482.75	\$1,069.93

PARCEL	Units	O&M	Debt	Total
3566-7705-22	1	\$587.18	\$482.75	\$1,069.93
3566-7705-23	1	\$587.18	\$482.75	\$1,069.93
3566-7705-24	1	\$587.18	\$0.00	\$587.18
3566-7705-25	1	\$587.18	\$0.00	\$587.18
3566-7705-26	1	\$587.18	\$482.75	\$1,069.93
3566-7705-27	1	\$587.18	\$0.00	\$587.18
3566-7731-01	1	\$587.18	\$0.00	\$587.18
3566-7731-02	1	\$587.18	\$0.00	\$587.18
3566-7731-03	1	\$587.18	\$0.00	\$587.18
3566-7731-04	1	\$587.18	\$0.00	\$587.18
3566-7731-05	1	\$587.18	\$0.00	\$587.18
3566-7731-06	1	\$587.18	\$0.00	\$587.18
3566-7731-07	1	\$587.18	\$0.00	\$587.18
3566-7731-08	1	\$587.18	\$0.00	\$587.18
3566-7731-09	1	\$587.18	\$0.00	\$587.18
3566-7731-10	1	\$587.18	\$482.75	\$1,069.93
3566-7731-11	1	\$587.18	\$0.00	\$587.18
3566-7731-12	1	\$587.18	\$0.00	\$587.18
3566-7731-13	1	\$587.18	\$0.00	\$587.18
3566-7731-14	1	\$587.18	\$0.00	\$587.18
3566-7731-15	1	\$587.18	\$482.75	\$1,069.93
3566-7731-16	1	\$587.18	\$0.00	\$587.18
3566-7731-17	1	\$587.18	\$482.75	\$1,069.93
3566-7731-18	1	\$587.18	\$482.75	\$1,069.93
3566-7731-19	1	\$587.18	\$482.75	\$1,069.93
3566-7732-01	1	\$587.18	\$482.75	\$1,069.93
3566-7732-02	1	\$587.18	\$0.00	\$587.18
3566-7732-03	1	\$587.18	\$0.00	\$587.18
3566-7732-04	1	\$587.18	\$482.75	\$1,069.93
3566-7732-05	1	\$587.18	\$0.00	\$587.18
3566-7732-06	1	\$587.18	\$482.75	\$1,069.93
3566-7732-07	1	\$587.18	\$482.75	\$1,069.93
Total Gross Assessments	605	\$355,243.90	\$86,895.00	\$442,138.90
Total Net Assessments		\$333,929.27	\$81,681.30	\$415,610.57

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

### **RESOLUTION 2024-05**

### A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE INDIGO EAST COMMUNITY DEVELOPMENT DISTRICT DECLARING VACANCY IN SEATS #1 AND #4 ON THE BOARD OF SUPERVISORS PURSUANT TO SECTION 190.006(3)(b), FLORIDA STATUTES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Indigo East Community Development District (the "District") is a local unit of special purpose government created and existing pursuant to Chapter 190, Florida Statutes; and

**WHEREAS**, on November 5, 2024, two (2) members of the Board of Supervisors (the "Board") were to be elected by the Qualified Electors of the District, as that term is defined in Section 190.003, Florida Statutes; and

**WHEREAS**, the District published a notice of qualifying period set by the Supervisor of Elections at least two (2) weeks prior to the start of said qualifying period; and

**WHEREAS,** at the close of the qualifying period no Qualified Electors qualified to run for two (2) of the seats available for election by the Qualified Electors of the District; and

**WHEREAS**, pursuant to Section 190.006(3)(b), Florida Statutes, the Board shall declare such seats as vacant, effective the second Tuesday following the general election; and

**WHEREAS**, a Qualified Elector is to be appointed to the vacant seats within 90 days thereafter; and

**WHEREAS,** the Board finds that it is in the best interests of the District to adopt this Resolution declaring the seats available for election as vacant.

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

**SECTION 1.** The following seats are hereby declared vacant effective as of November 19, 2024:

Seat # 1 (previously held by Marla Ziino)

Seat #4 (previously held by Cynthia LaFrance)

**SECTION 2**. This Resolution shall become effective upon its passage.

**PASSED AND ADOPTED** this 20<sup>th</sup> day of August, 2024.

ATTEST:

### INDIGO EAST COMMUNITY DEVELOPMENT DISTRICT

\_\_\_\_\_

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

Chairperson

# SECTION VI

### INDIGO EAST CDD OAK TREE REPLACEMENT ESTIMATES

Vendor	Size	Warranty	NTE Irrigation	Price	<b>Total Price</b>
EUI EUI	8 inch 10 inch	1 year 1 year	\$ 1,000.00 \$ 1,000.00	\$ 6,187.13 \$ 8,104.61	\$  7,187.13 \$  9,104.61
Juniper	10 inch	6 months	Included	\$ 9,171.19	\$ 9,171.19
Lawn Enforcement Agency	10 inch	1 year	Included	\$ 11,880.00	\$ 11,880.00
MHS	8 inch	None	\$ 500.00	\$ 6,250.00	\$ 6,750.00

Proposal



Earthscapes Unlimited

Client Name:	On Top Of The World Communities		
Project Name:	Indigo median Oak		
Jobsite Address:	Ocala, Florida 34481	Billing Address:	8445 SW 80th St Ocala, Florida 34481
Estimate ID:	EST4760165		
Date:	Jul 10, 2024		

Install 8" Cal Oak In median		\$6,187.13
Install 10" Oak in Median		\$8,104.61
	Subtotal	\$14,291.74
	Taxes	\$0.00
	Estimate Total	\$14,291.74

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.

### 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

p. 3527480351

f. 3523302457

earthscapesunlimited.com email: sandrap@earthscapesunlimited.com

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- 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. Ipe 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

1010 N. Warnell RD P.O.Box 819 WILDWOOD, FL 34785 Indigo median Oak [EST4760165] p. 3527480351

f. 3523302457

earthscapesunlimited.com email: sandrap@earthscapesunlimited.com Page 2 of 3 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 form 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 warrantees 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:		Estimate approved by:	
_	Company Representative	_	Customer Representative
Signature Date:		Signature Date:	



Proposal	

Proposal No.:	285107
Proposed Date:	07/23/24

PROPERTY:	FOR:
Indigo Community (On Top of the World Communities)	Install 10" caliber oak tree
- Maintenance	
Jodi McKnight	
8447 SW 99th St. Rd.	
Ocala, FL 34481	

Install Oak tree and brace the tree and add a bubbler

SERVICE		TOTAL
Oak tree and Labor		\$9,171.19
	Total	\$9,171.19

Guarantee: Any alteration from these specs involving additional costs will be executed only upon written order and will become an extra charge over and above estimate.

Standard Warranty: Juniper agrees to warranty irrigation, drainage and lighting for 1 year, trees and palms for 6 months, shrubs and ground cover for 3 months, and sod for 30 days. This warranty is subject to and specifically limited by the following:

Warranty is not valid on relocated material, annuals and any existing irrigation, drainage and lighting systems. Warranty in not valid on new plant material or sod installed without automatic irrigation. Warranty does not cover damage from pests or disease encountered on site, act of God, or damaged caused by others. Failure of water or power source not caused by Juniper will void warranty. The above identified warranty periods commence upon the date of completion of all items included in this proposal. Standard Warranty does not modify or supersede any previously written agreement. Juniper is not responsible for damage to non-located underground.

Residential Agreement: A deposit or payment in full will be required before any work will begin. Any and all balance will be due upon job completion in full, unless otherwise noted in writing. All work will be performed in a workman like manner in accordance to said proposal. Any additional work added to original proposal will require written approval, may require additional deposits and will be due on completion with any remaining balances owed.

DUE TO THE NATURE OF MATERIAL COST VOLATILITY, WE ARE CURRENTLY HOLDING PRICING FOR THIRTY (30) DAYS FROM PROPOSAL DATE

Signature (Owner/Property Manager)	
Printed Name (Owner/Property Manager)	

Signature - Representative

Date

Date

# Proposal



Lawn Enforcement Agency

<b>Client Name:</b>	On top of the world
Project Name:	SW 94th St-Ocala Enhancement
Jobsite Address:	SW 94th St ocala , fl 34471
Estimate ID:	EST4807605
Date:	Jul 30, 2024

Billing Address: SW 94th St ocala, fl 34471

Tree replacement This price will include Planting, Irrigation and Stacking as well as	\$11,880.00
a one-year wa	

1 ea	Boardwalk Live Oak – Quercus virginiana 'Boardwalk' - FG 10"cal	\$11,880.00	\$11,880.00
		Subtotal	\$11,880.00
		Taxes	\$0.00
		Estimate Total	\$11,880.00

Estimate authorized by:		Estimate approved by:	
	Company Representative		Customer Representative
Signature Date:		Signature Date:	

Page 1 of 1

4802 SW 85th Avenue Gainesville, Florida 32608 p. 352-372-3175

email: wjohnson@lawnenforcement.com

### **ESTIMATE**

MHS Companies Inc 918 E Norvell Bryant Hwy Hernando, FL 34442 michelle@getmhs.com +352 8432125 http://www.getmhs.com



Bill to Brandon Sites

Estimate details

Estimate no.: 1100 Estimate date: 07/02/2024

#	Date	Product or service	Description		Qty	Rate	Amount
1.		Plant Install	Install 8 inch caliper Live Oak		1	\$6,250.00	\$6,250.00
Ways to pay		pay		Total		\$	6,250.00

# SECTION VII

### LANDSCAPE MAINTENANCE AGREEMENT

Indigo East CDD and Lawn Enforcement Agency, Inc.

**THIS LANDSCAPE MAINTENANCE AGREEMENT** ("Agreement"), effective as of the 1<sup>st</sup> day of October, 2024 (the "Effective Date"), between the **INDIGO EAST COMMUNITY DEVELOPMENT DISTRICT** (hereinafter referred to as the "District"), a local unit of special purpose government created under Chapter 190, *Florida Statutes*, whose mailing address is 219 E. Livingston Street, Orlando, Florida, 32801, and Lawn Enforcement Agency, Inc., a Florida corporation, (hereinafter referred to as "Contractor"), whose mailing address is 3035 NE Jacksonville Rd., Ocala, FL, 34479.

### WITNESSETH:

Subject to and upon the terms and conditions of this Agreement and in consideration of the mutual promises set forth herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the District and Contractor agree as follows:

### 1. <u>DEFINITIONS</u>.

(a) <u>Agreement.</u> The Agreement consists of: (i) this Landscape Maintenance Agreement; (ii) Scope of Work, attached hereto as Exhibit "A"; (iii) Map, attached hereto as Exhibit "B"; and (iv) the Contractor's Proposal for Landscape and Irrigation Maintenance, dated May 21, 2024, attached hereto as Exhibit "C" (the "Proposal"). The Agreement represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representation, or agreements, either written or oral. The Agreement may be amended or modified only as set forth below in Article 15. In the event of any conflict between the terms herein and term(s) in the Proposal or the RFP, the terms herein shall prevail. Notwithstanding the foregoing, the order of precedence shall be: (i) this Landscape Maintenance Agreement; (ii) and the Proposal.

(b) <u>Services.</u> The term "Services" or "Work" as used in this Agreement shall be construed to include all activities and services set forth in the Proposal, and all obligations of Contractor under this Agreement, including any addenda or special conditions. If an addendum or additional work is agreed upon by the parties, the Contractor shall be subject to the terms of this Agreement.

2. <u>SCOPE OF SERVICES</u>. A description of the nature, scope, location and schedule of the Services to be performed by Contractor under this Agreement shall be as described in the Proposal. The area to be included under this Agreement may be amended by the mutual consent of the District and the Contractor.

3. <u>COMMENCEMENT OF SERVICES AND TERM</u>. Contractor shall commence the Work on the Effective Date and shall perform same in accordance with any schedules as set forth in the Agreement. The term of this Agreement shall continue until September 30, 2027, unless sooner terminated, as set forth in this Agreement. By mutual agreement and without changing pricing, this agreement may be extended two (2) additional one (1) year periods.

### 4. **DISTRICT MANAGER**.

(a) The District's authorized representative (herein referred to as the "District Manager") shall be the District Manager of the District, which is Governmental Management Services – Central Florida, LLC, whose mailing address is 219 E. Livingston Street, Orlando, Florida, 32801, Attention: George Flint; provided, however, that the District may, without liability to the Contractor, unilaterally amend this paragraph from time to time by designating a different person or organization to act as its representative and so advising the Contractor in writing, at which time the person or organization so designated shall be the District's representative for the purpose of this Agreement. The District Manager, as the District's authorized representative shall have the authority to direct and enforce the provisions set forth herein, in accordance with the Scope of Services.

(b) All actions to be taken by, all approvals, notices, consent, directions and instruction to be given by, all notices and other matters to be delivered to, all determinations and decisions to be made by and, in general, all other action to be taken by, or given to, the District shall be taken, given, and made by, or delivered or given to the District Manager in the name of and on behalf of the District, provided, however, that the District (and not the District Manager or any other agents of the District) shall be solely obligated to the Contractor for all sums required to be paid by the District to the Contractor hereunder.

### 5. <u>COMPENSATION, PAYMENTS AND INSPECTION RIGHTS PRIOR TO</u> <u>FINAL PAYMENT</u>.

(a) The District agrees to pay the Contractor for the Services in the total amount of 96,960.00 for Year 1; 96,960.00 for Year 2; 96,960.00 for Year 3. The Work shall be billed to the District on a monthly basis at a rate of no more than  $1/12^{\text{th}}$  of the annual compensation provided above.

(b) During the term of this Agreement, the District has the option to procure additional services and products as set forth in Exhibit "D" to the Proposal (the "Additional Services").

(c) Work Authorizations shall mean orders or directives issued by the District. Work Authorizations shall be issued for repairs or emergency services, changes to the scope of the area in which services are required, or for any services beyond those set forth in Article 2. Services performed under a Work Authorization may be paid either on a lump sum basis, a unit price basis, or a time and material basis in the District's sole discretion. Contractor shall not be entitled to compensation for Services outside the scope of Article 2, including the Additional Services, unless Contractor has obtained prior written authorization of District to perform the same.

(d) District retains the right to reduce any portion of Contractor's Scope of Services as set forth in Article 2. Should this occur, a revised Scope of Services will be agreed upon in writing by both District and Contractor.

(e) After any of the Work is completed, the District shall have the right to inspect and/or review the Work to accept or deny the sufficiency of the Work before a monthly payment is required to be made by the District to the Contractor. Contractor's failure to remedy deficiencies within thirty (30) days of being notified by the District may result in a reduction of payment to Contractor for costs which the District may incur, including but not limited to employment of a third party, to resolve such deficiencies.

### 6. <u>INTENTIONALLY OMITTED.</u>

### 7. <u>REPRESENTATIONS, WARRANTIES AND COVENANTS.</u>

(a) Contractor hereby represents to District that: (i) it has the experience, qualifications and skill to perform the Services as set forth in this Agreement; (ii) it is duly licensed and permitted to observe and perform the terms, covenants, conditions and other provisions on its part to be observed or performed under this Agreement; (iii) has the necessary equipment, materials and inventory required to perform the Services as set forth in this Agreement; (iv) it has by careful examination satisfied itself as to: (a) the nature, location and character of the area in which the Services are to be performed including, without limitation, the surface conditions of the land and all structures and obstructions thereon, both natural and manmade, the surface water conditions of the area, and to the extent pertinent, all other conditions, and (b) all other matters or things which could in any manner affect the performance of the Services.

(b) Contractor warrants to the District that all materials furnished under this Agreement shall be new unless otherwise specified, and that all Services shall be of good quality, free from faults and defects and in conformance with the Agreement documents.

(c) Contractor warrants all plantings including but not limited to bushes, plants, trees, grass and other vegetation for one (1) year from the date of installation. During the applicable warranty period, Contractor shall replace, at no additional cost to the District, all materials which are dying, dead, diseased, or otherwise not performing to a commercially reasonable standard. Thirty (30) days before the expiration of any warrantied items, Contractor shall submit a report to the District showing the current status of such items and shall coordinate with the District for an on-site review to determine if materials are sufficient.

### 8. <u>EMPLOYEES; INDEPENDENT CONTRACTOR STATUS</u>.

(a) All matters pertaining to the employment, supervision, compensation, insurance, promotion, and discharge of any employees of Contractor or of entities retained by Contractor are the sole responsibility of Contractor. Contractor shall fully comply with all applicable acts and regulations having to do with workman's compensation, social security, unemployment insurance, hours of labor, wages, working conditions and other employer-employee related subjects. Contractor shall obtain, for each individual Contractor employs on the District's premises at any time, a criminal background check performed by an appropriate federal or state agency, or by a professional and licensed private investigator, and shall make, based on the results of such background checks, employment suitability determinations for each employee that are reasonable and customary within the Contractor's industry. Contractor shall maintain

copies of said background checks on file so long as the subject individual(s) remains in Contractor's employ, and Contractor shall make all background checks available for District's review upon request. Contractor shall enforce strict discipline, compliance with laws and good order among its employees on the District's premises. Contractor shall comply with all requirements of the E-Verify System as set forth in Article 19.

(b) Contractor is an independent contractor and not an employee of the District. It is further acknowledged that nothing herein shall be deemed to create or establish a partnership or joint venture between the District and Contractor. Contractor has no authority to enter into any contracts or contracts, whether oral or written, on behalf of the District.

### 9. <u>COMPLIANCE WITH LAWS, REGULATIONS, RULES AND POLICIES</u>.

(a) At all times, Contractor shall operate in accordance with all applicable laws, statutes, regulations, rules, ordinances, policies, permits and orders. Contractor shall adhere to all applicable traffic laws governing the use of vehicles, equipment and personnel in roadways and public spaces. Contractor is responsible for obtaining all permits or other approvals required for the Services.

(b) Contractor hereby covenants and agrees to comply with all of the rules, ordinances and regulations of governmental authorities wherein the District's facilities are located, as said rules, etc. may specifically relate to Contractor or its Services provided hereunder, at Contractor's sole cost and expense, and Contractor will take such action as may be necessary to comply with any and all notices, orders or other requirements affecting the Services described herein as may be issued by any governmental agency having jurisdiction over Contractor, unless specifically instructed by the District that it intends to contest such orders or requirements and that Contractor shall not comply with the same. Contractor shall provide immediate notice to the District of any such orders or requirements upon receipt of same.

(c) The District is a local unit of special purpose government created in accordance with the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*. Contractor agrees to comply with all applicable requirements of the "Sunshine Law," the "Public Records Law," the Community Development Districts Law, and all other statutes and regulations applicable to Contractor.

## 10. <u>WORKPLACE ENVIRONMENT AND PUBLIC SAFETY</u>.

(a) Contractor agrees to provide a safe and healthy workplace environment for its employees and agents and a safe and healthy environment for the public at all times. Contractor shall promptly correct any unsafe condition or health hazard in its control and shall immediately report any such condition to the District. In addition to all other requirements of this Agreement, Contractor shall comply with all federal, state and local laws and regulations related to health and safety. Further, Contractor acknowledges that all vehicles and equipment must be properly and safely operated and, where applicable, licensed and/or permitted, to operate on public roadways. Contractor acknowledges that it is responsible for public safety issues including but not limited to: proper work methods, use of protective equipment, safe maintenance, traffic control through work

zones, and handling and use of materials, vehicles, and equipment. Contractor shall ensure that no employees, agents or other personnel working at Contractor's direction stands within public roadways while performing any work as defined in the Scope of Services.

(b) The Contractor agrees that it alone bears the responsibility for providing a safe and healthy workplace, and that nothing in this Agreement suggests that the District has undertaken or assumed any part of that responsibility.

(c) Contractor shall, prior to performing any of the Services, provide employees with training to perform their jobs safely, including instruction in proper work methods, use of protective equipment, and safe maintenance, handling and use of materials, vehicles, and equipment. Contractor will not ask or allow any employee to operate any vehicle or equipment until the employee has received all relevant and advisable training. Contractor shall assure that all employees are licensed and/or have all applicable permits, necessary to perform the Services.

(d) Contractor will furnish, at its expense, all safety and protective equipment required or advisable for the protection of employees.

(e) Within two (2) business days of discovery of any unsatisfactory safety procedures or of any violation of applicable law or statute guiding safe performance, Contractor shall notify the District Manager in writing, detailing the nature of the violation, the corrective actions taken to remedy future occurrences of similar violations and other such reasonable information as the District Manager may require to ensure safe operations. In the event the District discovers any unsatisfactory safety procedures or any violation of applicable law or statute guiding safe performance, the District shall notify Contractor of the violation and within two (2) business days, Contractor shall provide the District Manager in writing, with the corrective actions taken to remedy future occurrences of similar violations and other such reasonable information as the District Manager in writing, with the corrective actions taken to remedy future occurrences of similar violations and other such reasonable information as the District Manager in writing, with the corrective actions taken to remedy future occurrences of similar violations and other such reasonable information as the District Manager in writing.

## 11. <u>PUBLIC RECORDS AND OWNERSHIP OF BOOKS AND RECORDS.</u>

(a) Contractor understands and agrees that all documents of any kind relating to this Agreement may be public records and, accordingly, Contractor agrees to comply with all applicable provisions of Florida public records law, including but not limited to the provisions of Chapter 119, *Florida Statutes*. Contractor acknowledges and agrees that the public records custodian of the District is the District Manager, which is currently Governmental Management Services – Central Florida, LLC (the "Public Records Custodian"). Contractor shall, to the extent applicable by law:

services;

(i) Keep and maintain public records required by District to perform

(ii) Upon request by District, provide District with the requested public records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*;

(iii) Ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the Agreement term and following the Agreement term if the Contractor does not transfer the records to the Public Records Custodian of the District; and

(iv) Upon completion of the Agreement, transfer to District, at no cost, all public records in District's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws.

### IF THE CONTRACTOR HAS **QUESTIONS REGARDING** THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE **CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING** TO THIS AGREEMENT, CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC **RECORDS** AT (407-841-5524),OR BY EMAIL AT GFLINT@GMSCFL.COM OR BY REGULAR MAIL AT 219 E. LIVINGSTON STREET, ORLANDO, FLORIDA, 32801, ATTENTION: DISTRICT PUBLIC RECORDS CUSTODIAN.

## 12. <u>INSURANCE</u>.

(a) Contractor shall, throughout the performance of its services pursuant to this Agreement, maintain at a minimum:

(i) Occurrence based comprehensive general liability insurance (including broad form contractual coverage), with a minimum limit of \$1,000,000 single limit per occurrence, protecting it and District from claims for bodily injury (including death), property damage, contractual liability, products liability and personal injury which may arise from or in connection with the performance of Contractor's services under this Agreement, including but not limited to Contractor's use of the District's property for the storage of equipment, or from or out of any act or omission of Contractor, its officers, directors, agents, and employees;

(ii) Occurrence based automobile liability insurance including bodily injury and property damage, including all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$1,000,000.00 combined single limit covering all work performed hereunder;

(iii) Workers' compensation insurance as required by applicable law (or employer's liability insurance with respect to any employee not covered by workers' compensation) with minimum limits of \$100,000 per occurrence; and

(iv) Employers liability, with a minimum coverage level of \$1,000,000.

(b) All such insurance required in Paragraph 12(a) shall be with companies and on forms acceptable to District and shall provide that the coverage thereunder may not be reduced or canceled unless thirty (30) days prior written notice thereof is furnished to District; the insurance

required under paragraph 12(a)(i) shall name the District as an additional insured. Certificates of insurance (and copies of all policies, if required by the District) shall be furnished to the District. In the event of any cancellation or reduction of coverage, Contractor shall obtain substitute coverage as required under this Agreement, without any lapse of coverage to District whatsoever.

13. <u>SOVEREIGN IMMUNITY</u>. Nothing contained herein, or in the Agreement, or in the Terms and Conditions, shall cause or be construed as a waiver of the District's immunity or limitations on liability granted pursuant to section 768.28, *Florida Statutes*, or other law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which could otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

14. <u>INDEMNIFICATION.</u> Contractor agrees to indemnify, save harmless and defend the District, its officers, directors, board members, employees, agents and assigns, from and against any and all liabilities, claims, penalties, forfeitures, suits, legal or administrative proceedings, demands, fines, punitive damages, losses, liabilities and interests, and any and all costs and expenses incident thereto (including costs of defense, settlement and reasonable attorneys' fees, which shall include fees incurred in any administrative, judicial or appellate proceeding) which the District, their officers, directors, board members, employees, agents and assigns, may hereafter incur, become responsible for or pay out to the extent arising out of (i) Contractor's (or its agents, employees or subcontractors) breach of any term or provision of this Agreement, or (ii) any negligent or intentional act or omission of Contractor, its agents, employees or subcontractors, related to or in the performance of this Agreement.

### 15. MODIFICATIONS, ADDITIONS OR DELETIONS TO THE SERVICES.

(a) A Work Authorization shall be in writing by the District, which shall consist of additions, deletions or other modifications to the Agreement.

(b) The District may, from time to time, without affecting the validity of the Agreement, or any term or condition thereof, issue Work Authorizations which may identify additional or revised Scope of Services, or other written instructions and orders, which shall be governed by the provisions of the Agreement. The Contractor shall comply with all such orders and instructions issued by the District. Upon receipt of any Work Authorization, the Contractor shall promptly proceed with the work, and the resultant decrease or increase in the amount to be paid the Contractor, if any, shall be governed by the provisions of Article 5 in this Agreement.

(c) Notwithstanding anything to the contrary in this Article 15, any and all modifications to this Agreement or to the Scope of Services must be in writing, reviewed by the District's counsel and duly executed by the Chairperson of the District and the Contractor.

### 16. <u>PROTECTION OF PERSONS AND PROPERTY; MONITORING.</u>

(a) In addition to all other requirements hereunder, the Contractor shall be responsible for initiating, maintaining and supervising safety precautions and programs in connection with the Services, and shall provide all protection to prevent injury to persons involved

in any way in the Services and all other persons, including, without limitation, the employees, agents guests, visitors, invitees and licensees of the District and community residents, tenants, and the general public that may be affected thereby.

(b) All Services, whether performed by the Contractor, its subcontractors, or anyone directly or indirectly employed by any of them, and all applicable equipment, machinery, materials, tools and like items used in the Services, shall be in compliance with, and conform to: (i) all applicable laws, ordinances, rules, regulations and orders of any public, quasi-public or other governmental authority; and (ii) all codes, rules, regulations and requirements of the District and its insurance carriers relating thereto. In the event of conflicting requirements, the more stringent shall govern.

(c) The Contractor shall at all times keep the general area in which the Services are to be performed, including but not limited to sidewalks, roadways, trails, rights-of-way, open spaces, and all such areas impacted by the Services, clean and free from accumulation of waste materials or rubbish (including, without limitation, hazardous waste), caused by performance of the Services, and shall continuously throughout performance of the Services, remove and dispose of all such materials. The District may require the Contractor to comply with such standards, means and methods of cleanup, removal or disposal as the District may make known to the Contractor. In the event the Contractor fails to keep the general area in which the Services are to be performed clean and free from such waste or rubbish, or to comply with such standards, means and methods, the District may take such action and offset any and all costs or expenses of whatever nature paid or incurred by the District in undertaking such action against any sums then or thereafter due to the Contractor.

(d) Contractor shall cooperate with and participate in, at no additional cost or charge, all programs, plans or routines for monitoring and reporting to District, as required in the sole discretion of the District, to ensure satisfactory performance of the Services provided hereunder.

### 17. <u>SUSPENSION OR TERMINATION.</u>

(a) Anything in this Agreement to the contrary notwithstanding, District shall, in its sole discretion and without cause, have the right to suspend or terminate this Agreement upon thirty (30) days prior written notice to Contractor.

(b) If the Contractor should become insolvent, file any bankruptcy proceedings, make a general assignment for the benefit of creditors, suffer or allow appointment of a receiver, refuse, fail or be unable to make prompt payment to subcontractors, disregard applicable laws, ordinances, governmental orders or regulations or the instructions of the District, or if the Contractor should otherwise be guilty of a violation of, or in default under, any provisions of the Agreement, then the District may, without prejudice to any other right or remedy available to the District and after giving the Contractor and its surety, if any, seven (7) days written notice, terminate the Contract and the employment of Contractor. In addition, without terminating this Contract as a whole, the District may, under any of the circumstances above, terminate any portion of this Contract (by reducing, in such as manner as District deems appropriate, the Scope of Service

to be performed by the Contractor) and complete the portion of this Contract so terminated in such manner as the District may deem expedient.

18. <u>SUBCONTRACTORS.</u> If the Contractor desires to employ subcontractors in connection with the performance of its Services under this Agreement, upon the District's prior written consent:

(a) Nothing contained in the Agreement shall create any contractual relationship between the District and any subcontractor. However, it is acknowledged that the District is an intended third-party beneficiary of the obligations of the subcontractors related to the Services.

(b) Contractor shall coordinate the services of any subcontractors and remain fully responsible under the terms of this Agreement; Contractor shall be and remain responsible for the quality, timeliness and coordinate of all Services furnished by the Contractor or its subcontractors.

(c) All subcontracts shall be written. Each subcontract shall contain a reference to this Agreement and shall incorporate the terms and condition of this Agreement to the full extent applicable to the portion of the Services covered thereby. Each subcontractor must agree, for the benefit of the District, to be bound by such terms and conditions to the full extent applicable to its portion of the Services.

### 19. <u>COMPLIANCE WITH E-VERIFY SYSTEM.</u>

(a) The Contractor shall comply with and perform all applicable provisions and requirements of Section 448.095, *Florida Statutes* and Section 448.09(1), *Florida Statues*. Accordingly, beginning on the Effective Date, to the extent required by Section 448.095, *Florida Statutes*, the Contractor shall enroll with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*.

(b) If the Contractor anticipates entering into agreements with a subcontractor for the work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request. In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity.

(c) By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

### 20. <u>NOTICE.</u>

(a) Notices required or permitted to be given under this Agreement shall be in writing, may be delivered personally or by mail, overnight delivery service, or courier service, and shall be given when received by the addressee. Notices shall be addressed as follows:

If to District:	Indigo East Community Development District c/o Governmental Management Services – Central Florida, LLC 219 E. Livingston Street, Orlando, Florida, 32801 Attention: George Flint, District Manager Telephone: (407) 841-5524
Copy to:	Colen & Wagoner, P.A. 1756 North Belcher Road Clearwater, FL 33756
If to Contractor:	Lawn Enforcement Agency, Inc. 3035 NE Jacksonville Road Ocala, FL 34479 Attention: Telephone: (352) 372-3175

(b) Notwithstanding the foregoing, any notice sent to the last designated address of the party to whom a notice may be or is required to be delivered under this Agreement shall not be deemed ineffective if actual delivery cannot be made due to a change of address of the party to whom the notice is directed or the failure or refusal of such party to accept delivery of the notice. Parties may change notice address by delivering written notice by mail, overnight delivery service, or courier service to the other party and such change shall become effective when received by the addressee.

21. <u>ATTORNEYS' FEES</u>. If either party hereto institutes an action or proceeding for a declaration of the rights of the parties the Agreement, for injunctive relief, for an alleged breach or default of, or any other action arising out of, the Agreement, or in the event any party hereto is in default of its obligations pursuant hereto, whether or not suit is filed or prosecuted to final judgment, the non-defaulting or prevailing party shall be entitled to its actual attorneys' fees and to any court costs and expenses incurred, in addition to any other damages or relief awarded.

22. <u>GOVERNING LAW AND JURISDICTION</u>. This Agreement shall be interpreted and enforced under the laws of the State of Florida. The parties will comply with the terms of the

Agreement only to the extent they are enforceable or permitted under Florida law. Any litigation arising under this Agreement shall occur in a court having jurisdiction in Marion County, Florida. THE PARTIES WAIVE TRIAL BY JURY AND AGREE TO SUBMIT TO PERSONAL JURISDICTION AND VENUE IN MARION COUNTY, FLORIDA.

23. <u>SEVERABILITY</u>. In the event that any provision of this Agreement is judicially construed to be invalid by a court of competent jurisdiction, such provision shall then be construed in a manner allowing its validity, or if this leads to an impracticable result, shall be stricken, but in either event, all other provisions of the Agreement shall remain in full force and effect.

24. <u>NO WAIVER</u>. No failure by either party to insist upon the strict performance of any covenant, duty, contract or condition of this Agreement or to exercise any right or remedy upon a breach thereof shall constitute a waiver of any such breach or of such or any other covenant, contract, term or condition. Any party hereto, by written notice executed by such party, may, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation, or covenant of any other party hereto. No waiver shall affect or alter this Agreement, but each and every covenant, contract, term and condition of this Agreement shall continue in full force and effect with respect to any other then-existing or subsequent breach thereof.

25. <u>NO MODIFICATION</u>. No modification, waiver, amendment, discharge or change of this Agreement shall be valid unless the same is in writing and signed by the parties against which such enforcement is or may be sought. This instrument contains the entire contract made between the parties and may not be modified orally or in any manner other than by a contract in writing signed by all parties hereto or their respective successors in interest.

26. <u>TIME IS OF THE ESSENCE</u>. The time for delivery and/or completion of the work to be performed under the Agreement shall be of the essence of the Agreement.

27. <u>ARM'S LENGTH TRANSACTION</u>. This Agreement has been negotiated fully between the parties as an arm's length transaction. In addition to the representations and warranties contained herein, the Contractor acknowledges that prior to the execution of the Agreement it has thoroughly reviewed and inspected the Agreement documents, and satisfied itself regarding any error, inconsistency, discrepancy, ambiguity, omission, insufficiency of detail or explanation. Contractor further acknowledges that the parties have participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all Parties are deemed to have drafted, chosen and selected the language, and doubtful language will not be interpreted or construed against any Party.

28. <u>COUNTERPARTS</u>. This Agreement may be executed in any number of counterparts with the same effect as if all parties had signed the same document. All fully executed counterparts shall be construed together and shall constitute one and the same contract.

### SIGNATURE PAGE TO LANDSCAPE MAINTENANCE AGREEMENT

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed affective as of the day and year first above written.

### **DISTRICT:**

### **INDIGO EAST COMMUNITY DEVELOPMENT DISTRICT**, a Florida community development district

By:\_\_\_\_\_ Name: \_\_\_\_\_

Chairman/Vice-Chair, Board of Supervisors

### **CONTRACTOR:**

LAWN ENFORCEMENT AGENCY, INC., a Florida Corporation

By:	
Print:	
Title:	

### EXHIBIT "A"

### Landscape Maintenance Technical Contract Specifications

### **Scope of Work**

### A. Landscape Maintenance

### Mowing:

I.

Lawns shall be mowed weekly during the active growing season and as needed during the non-growing season as referenced in Exhibit A. Alterations of the mowing schedule due to site conditions such as dry or saturated turf will dictate the mowing operations, and must be approved by a PMMM authorized representative. Turf will be cut with rotary mowers in order to maintain a uniform height of cut. Height of cut shall be within the recommended range dictated in the *UF/IFAS Green Industries Best Management Practices* handbook as shown in the graphic below. Contractor shall leave clippings in the lawn as long as no visible clumps or excessive debris remain.

Turfgrass Species	Optimal Mowing Height (inches)	Mowing Frequency (days)
Bahiagrass	3.0-4.0	7-14
Bermudagrass	0.75-1.5	5-7
Centipedegrass	1.5-2.5	7-14
Seashore Paspalum	1.0-2.0	5-10
St. Augustinegrass, "Dwarfs"*	3.5-4.0 2.0-2.5	5-7 5-7
Zoysiagrass	1.5-2.5	5-7

### Trimming:

All fixed objects shall be trimmed in order to maintain a neat appearance. Turf shall be string trimmed to match the height as determined by the mowers. Turf adjacent to all bodies of water shall be mowed or string trimmed to the water's edge during each mowing operation.

### Edging:

All hardscape objects shall be edged on a routine basis as referenced in Exhibit A. All landscape beds shall be edged on a routine basis as referenced in Exhibit A. All debris

generated from each of these processes shall be removed on the same day the process is completed.

### **Blowing**:

As part of each maintenance cycle, all debris generated from our work, shall be removed

from sidewalks, roadways, paved areas, monuments, and markers on days of service. Additional blowing to maintain sidewalks, driveways and patios free of debris shall be performed as needed on a bi-weekly schedule when mowing is reduced to one (1) event per month in the slow growing season.

### Weed Control:

Contractor shall keep beds free of broadleaf or grassy weeds using an approved selective or non-selective herbicide labeled for the area being treated. Manual removal shall occur on plants larger than 6" or where chemical control is not feasible.

### Groundcovers:

Groundcover shall be edged in order to keep it within the bounds of its intended area.

### Pruning:

Shrubs shall be pruned only as necessary to create a natural appearance, to maintain the desired shape, and to remove damage or diseased wood. Frequency of trimming shall be every six (6) weeks up to nine (9) times per year. Larger hedge rows (i.e. *Viburnum Odoratissimum*) that are not part of a residential landscape and intended to act as a buffer hedge between adjacent common areas, shall be completely trimmed (sides included) three times annually to a height no taller than twelve (12) feet. Additional plant varieties may also fall in this category where specific tree type shrubs are installed in parking lot islands.

### Trees:

Height limitation for tree pruning included within the scope of this agreement is fifteen (15) feet. The lower branches on trees up to fifteen (15) feet shall only be raised to provide clearance for pedestrians, vehicles, buildings, shrubs, or to improve visibility. Tree pruning in excess of fifteen (15) feet in height will only be performed with prior written approval from PMMM. This pruning does not cover any type of interior pruning on the canopies such as thinning, deadwood, or crown reduction. Pruning shall be performed on an as needed basis.

Tree stakes and ties are to be inspected monthly for correct installation and placement. When trees are stable enough and have developed caliper to stand alone, stakes and ties shall be removed by Contractor. Trees staked (without ties) for protection from damage may remain staked an additional period of time.

A 5' (five foot) radius circle around the base of trees shall be free of weeds and turf and shall be maintained by the use of a legally approved herbicide. Stakes or guy wires shall be treated in the same manner as the base of trees described above.

Trees located in natural tree preserve area shall be left in a natural state unless dead wood is present. Contractor shall remove any fallen dead wood and report dead or dying trees to a PMMM representative immediately.

### Perennial/Annual Color Beds

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.

Annual color beds shall be replaced a minimum of four (4) times annually to ensure vibrant color and growth with plant material suitable for the season. Soil amendments 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. 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.

### Mulch

Mulch is excluded from this contract. Contractor shall maintain all mulch installed to ensure no loss, other than natural degradation, occurs.

### Debris and Storm Cleanup:

Excess debris in the landscape area shall be removed on the days of service. All debris generated from our work shall be removed from sidewalks, roadways and paved areas on

the days of service. This excludes heavy leaf fall pickup. Contractor is not responsible or removal of excessive storm debris or fallen tree litter greater than 4" in diameter.

### **B.** Horticulture Management

### Fertilizer and Pesticide Application Records

All fertilizer and pesticide applications records shall be reported to PMMM at the time of monthly invoicing. Records shall show product and rate applied, date of application, applicator name and location of application.

### Pesticide Application Notice

Proper signage, as required by Florida Statute 5E-14.147, shall be located in a conspicuous place at each application area for all pesticide applications and shall be removed by Contractor after a 24-hour post application period.

### Fertilization:

Turf and ornamentals shall be fertilized with approved commercial grade fertilizer. The number of applications will be based on plant types and requirements as dictated in Exhibit A.

All granular fertilizer shall be comprised of a minimum of 70% slow-release fertilizer consisting of polymer coating, sulfur coating, or polymer-sulfur coated Nitrogen. As

dictated in Exhibit A, three (3) month blends are those that supply a minimum of 1 pound of Nitrogen per one thousand square feet for the duration of the blend, four (4) month blends are those that supply a minimum of 1 pound of Nitrogen per one thousand square feet for the duration of the blend, and six (6) month blends are those that supply a minimum of .5 pounds of Nitrogen, .25 pounds of Phosphorus and .5 pounds of Potassium per one thousand square feet for the duration of the blend. All applications shall include .5 pounds of Potassium per one thousand square feet regardless of plant type. All blends for turfgrass shall not contain Phosphorus unless dictated by an accredited soil lab test.

All liquid fertilizer applications shall contain a full micro nutrient package containing Fe, Mg, Mn and S. Additional Nitrogen, Phosphorus and Potassium may be included in liquid fertilizer applications. No liquid fertilizer application shall supply no more than .10 pounds of Nitrogen per one thousand square feet.

All fertilizer applications shall be made to not damage or stain adjacent hard surfaces, including homeowner installed items. Contractor shall be held responsible for any damages thereof resulting from any application causing damage to said surfaces.

### Turf Weed Control:

Broadleaf and sedge type weeds shall be covered under these specifications. Turf areas shall be treated as warranted with approved pre and post emergent weed control products following all State and Federal regulations and approved for the application site. Contractor shall respond to work orders for weed control in turf and landscape beds within a two (2) week window throughout the year.

### Insect Control:

Contractor shall provide control for insects damaging turf and ornamentals by using approved products following all State and Federal regulations and approved for the application site as needed throughout the year. Insect control includes spot treating for fire ant mounds and infestations. Contractor shall respond to work orders for insect control in turf and landscape beds within a two (2) week window throughout the year.

### **Disease Control:**

These specifications do not include preventative measures for fungus and disease. The contractor shall provide treatments to stop or slow the progression of diseases when necessary throughout the year, regardless of plant type

### C. Irrigation Management

#### Scheduling:

Where applicable, Contractor shall schedule the irrigation in quantities and frequencies consistent with seasonal requirements. Contractor shall schedule the system to operate at night so as to not interfere with daytime use of property and to promote water conservation. Daytime watering to relieve plant stress or to incorporate fertilizer or pesticide applications, where required by the label, federal or state law, is acceptable.

Contractor shall schedule the operation to adhere to local watering restrictions when applicable.

### Irrigation Inspection:

Contractor shall perform the following services as part of the monthly irrigation inspection:

- Activate each irrigation zone of the system.
- Visually check for any damages or necessary repairs.
- Straighten or adjust irrigation heads and nozzles as necessary.
- Adjust the irrigation controller for specific watering requirements according to the season and site conditions.
- Provide a written report of the findings.

### Damage to the irrigation system:

Contractor shall repair, at no cost, any damage caused by maintenance operations. Contractor shall be held responsible to make any necessary repairs to the control, piping and distribution systems, with prior PMMM approval, for damages within their area of responsibility resulting from faulty equipment, lightning, construction work, vandalism, pre-existing conditions, freezes, or acts of God, but shall not be held liable for expenses associated with repairing said damage.

### **D.** Drainage Maintenance

### Ponds, Intake and Outflow Structures Maintenance

Mowing and edging shall be performed as to keep structures clear of grass, weeds and debris. Inspections shall be done weekly, or more frequent during periods of expected heavy rainfall, to assure grates, pipes and splash pads are clear of debris. Where applicable, aquatic weed and algae management will be performed by third-party contractors paid for by PMMM.

### Retention Pond Maintenance

Contractor shall be responsible for maintaining all retention pond slopes and bottoms in accordance with the Southwest Florida Water Management District guidelines presented in the District's publication "How to Operate & Maintain Your Stormwater Management System". This includes ensuring that all washouts and any depression smaller than three foot by three foot by three foot (3' x 3' x 3') are repaired in an expedited manner. Depressions larger than 3' x 3' x 3' shall be reported to a PMMM representative within 24 hours of discovery.

### E. Damages

Contractor shall be held liable for any damage, at the Contractor's sole expense, while performing maintenance duties under their scope of work. Damages include loss of turf, trees or shrubs from improper irrigation management, improper pruning, improper pest control, and improper equipment operation. Contractor shall be held responsible to make any necessary repairs, with prior PMMM approval, for damages within their area of responsibility resulting from faulty equipment, lightning, construction work, vandalism, pre-existing conditions, freezes, or acts of God, but shall not be held liable for expenses associated with repairing said damage.

### F. Community Mindedness

Policing shall be performed on a daily basis for the removal of all trash litter (i.e.: paper, cans, bottles, etc.) to all areas of the property including areas outside of the Contractors scope of work. Additionally, litter control will also be performed throughout the entire community while travelling between property locations.

Contractor shall also report to PMMM any issues observed outside of the Contractors scope of work while performing duties throughout the community. These may include dead trees, improper use of facilities, safety hazards, fallen street signs, equipment or facility issues.

### G. Items not included in this agreement

### Acts of God Damage

Damage to the property as a result of Acts of God may include, but are not necessarily limited to: removing blown-over trees, broken limbs, and stumps; removing silt or debris deposited by floods; damage from freezing, hurricanes, or other unusual occurrences will be handled on an individual basis as a pre-approved extra cost. Contractor shall make emergency repairs to prevent further damage, when necessary, without the additional work being pre-approved by PMMM representative.

Specialized equipment, Arborist, and additional labor requested by PMMM will require a pre-approved extra cost.

### Tree, Shrub, and Flower Replacement

The loss of trees, shrubs, or flowers not caused by the Contractor may be replaced as an extra charge. It shall be the responsibility of the Contractor to bring such needs to the attention of PMMM.

### Arborist Work

Major tree pruning or other Arborist related work shall be an extra cost item requiring prior approval by PMMM. It shall be the responsibility of Contractor to provide estimates for needed work to the attention of PMMM.

### Capital Improvements

Work performed over and above the normal maintenance provided in the Agreement, such as excessive earth moving, reconstruction of the property, construction or reconstruction, installation of concrete or asphalt cart paths, driveways and sidewalks, brush clearing, and installation of French drains, including materials for the aforementioned work, shall be an extra cost item requiring prior approval by PMMM. PMMM reserves the right to assign any additional work above and beyond the scope of work within this contract to additional contractor(s).

### Fuel Storage

Contractor shall be responsible for providing adequate gasoline and diesel fuel storage facilities if located on the premises and used during the execution of this contract. Gasoline and diesel fuel storage facilities shall conform with all Florida Department of Environmental Protection regulations for such facilities and insured as such.

### H. Specific Areas of Maintenance

Contractor shall be responsible for all areas as outlined in Exhibit C including all fences, roadways and roadway curbs within work boundaries. Specific boundaries shall be discussed during the initial review of properties to be serviced by Contractor.

### I. Contractual Requirements

### Contract Period

The contract period shall be for three (3) years from date contractor starts work on property as outlined in contract. Subsequent yearly extensions shall be proposed by Contractor and shall be approved by PMMM.

Either party may terminate this agreement with or without cause at any time by providing the other party with thirty (30) days prior written notice of termination.

### Invoice

On a monthly basis, the PMMM accounting department shall be provided an invoice showing monthly fee and any additional prior approved extras costs with back-up documentation of description of work, materials and charges applied. All pesticide and fertilizer application records must be submitted simultaneously with invoicing for work performed each monthly contract period in order to qualify for payment.

Such invoice must be submitted within sixty (60) calendar days of completion of the work. In the event that the final invoice is not submitted within the sixty (60) calendar days of completion of the work, PMMM shall have the right to demand, in writing, that the Contractor submit the invoice within five (5) business days from the date such written demand is made. If the Contractor does not comply with such five (5) business day demand, then Contractor shall be in breach of this agreement. Any submitted invoice after this initial sixty-five (65) day submission period shall be null and void and Contractor shall not be entitled to said payment.

Invoices shall be mailed to:

Indigo East CDD Accounts Payable 219 E. Livingston Street

### Oralndo, FL 32801

Or emailed to:

### invoices@gmscfl.com

### Contractor Representative

Contractor shall provide an authorized representative to be "on-call" 24 hours per day. A list of authorized representatives along with contact information shall be provided in writing to PMMM prior to the start of this agreement. In the event of an extended absence (more than 7 days) of the Contractor Representative, contractor will provide sufficient experienced personnel to maintain the integrity of the contract at the cost of the Contractor. Contractor Representative shall meet bi-weekly with PMMM representatives to discuss current issues, work schedules, outstanding work orders and upcoming work.

### Contractor Employees and Sub-contractors

All individuals doing business with and for PMMM or On Top of the World Communities, LLC, Colen Built Development, LLC or SCA Marion Amenities, LLC and related entities will work with integrity. The Contractor'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 your company. PMMM 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 of disclosure of confidential information, data on decisions, plans or any other information that might be contrary to the interest of PMMM, On Top of the World Communities, LLC, Colen Built Development, LLC or SCA Marion Amenities, LLC and related entities, without prior authorization, is prohibited. The misuse, unauthorized access to, or mishandling of confidential information is strictly prohibited.

Any violation of PMMM, On Top of the World Communities, LLC, Colen Built Development, LLC or SCA Marion Amenities, LLC and related entities expectations will subject the vendor(s), contractor(s) and/or other business enterprises(s) to potential punitive damages up to and including cancellation of contractual agreements. When questions arise concerning any aspect of this document, contact Andrew J. Jorgensen, Director of Community Operations, Parkway Maintenance & Management Marion, LLC.

All Contractor employees and representatives shall be dressed appropriately and professionally and be provided uniforms stating Contractor company name clearly on the front or back of said uniform.

### **Inspections**

A PMMM representative may make periodic, unannounced inspections at any time. The intent of the inspections is to verify contract obligations are being met. Failure to meet contract obligations will be documented in writing and sent to Contractor representative with a thirty (30) day period for improvement. Failure to meet contract obligations will result in contract loss.

### Owner's Right to do Work

If the Contractor fails to expediently meet the specifications within the contract, PMMM may, forty-eight (48) hours after submitting written notice to the Contractor, without prejudice to any other remedy he may have, correct any deficiencies or phases of work in which the Contractor neglected. PMMM shall deduct the cost of any such work done from the payment to the Contractor.

In addition, PMMM reserves the right to complete any work not included in the maintenance contract without additional fees due to Contractor.

### Pesticide Application Notice

Proper signage, as required by Florida Statute 5E-14.147, shall be located in a conspicuous place at each application area for all pesticide applications and shall be removed by Contractor after a 24-hour post application period.

### Completion of Work Orders

PMMM utilizes a work order system to identify areas of additional work needed. All work orders are issued to the Contractor 24-hours after receipt and shall be completed and closed out within ten (10) business days. PMMM understands that unforeseen circumstances may limit Contractor from fully completing all work orders within said ten (10) business day period and requests frequent and open communication from Contractor as to status for completion. Failure to complete work dictated by said work order within a forty-five (45) day period shall allow PMMM to complete work, with any expenses related to such, deducted from any future payment to Contractor.

### J. Insurance Requirements

A brief outline of coverage that should be in force follows. Contractor awarded contract must provide a current Certificate of Insurance that reflects the following:

- 1. <u>Workers' Compensation and Employee Liability</u> This policy must provide statutory Workers' Compensation coverage in this state. Coverage extension shall include:
  - a. \$1,000,000 for each accident Employers' Liability Coverage
  - b. \$1,000,000 for each employee and aggregate Disease
- 2. <u>Comprehensive General Liability Insurance</u> Minimum Limits of:

- a. \$2,000,000 Each Occurrence
- b. \$2,000,000 General Aggregate
- c. \$1,000,000 Personal Injury

General Liability, Automobile Liability and Umbrella Liability insurance policies shall name On Top of the World Communities, LLC. and its affiliated entities (OTOW) as Additional Insureds. The general liability, workers compensation, and employer's liability policies shall contain a waiver of subrogation in favor of OTOW. All policies shall contain a 30-day notice of cancellation for any reason, except 10 days for nonpayment of premium.

The Certificate of Insurance shall contain the following language in the Comments Section:

"On Top of the World Communities, LLC, and its affiliated entities (OTOW), their officers, directors, and employees are named as Additional Insureds on the general liability and auto liability policies for liability arising from the provision of products or services to OTOW by the Name Insured. The general liability policy contains Additional Insured Endorsement GC 20101185 or its equivalent. The general liability, workers compensation/employer's liability policies contain a waiver of subrogation in favor of OTOW, OTOW shall be notified 30 days prior to cancellation or non-renewal of any policy listed, except 10 days for non-payment of premium."

<u>Comprehensive Automobile Liability</u> – Minimum Limit of \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage. The policy shall include covered auto Symbol "I" – Any Auto.

### K. Safety Requirements

The Contractor agrees that it shall be solely responsible for supervising its employees and 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 On Top of the World Safety Director or representative for non-compliance with any of the fore mentioned requirements. At Contractor's sole cost and expense, shall provide safe and sufficient facilities at all times for inspection of the work by Safety Officer or representative. Contractor shall take all safety measures required by PMMM 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. Contractor shall ensure that all employees wear fluorescent shirts or vests at all times and use traffic notification devices including signage, traffic cones, and vehicular strobe lighting while working along all major roadways within or outside of the community, when applicable within this contract.

	_	January	Febuary	March	April	May	June	July	August	September	October	November	December	Annual
	Mowing	1	1	2	3	4	4	5	4	5	3	2	2	36
Zoysia/St. Augustine	Hardscape Edging	1	1	2	3	4	4	5	4	5	3	2	2	36
	Landscape Bed Edging	0	1	1	2	2	2	2	2	2	2	1	1	18
									-					
	Mowing	1	1	2	3	4	4	5	4	5	2	2	1	34
Bahia	Hardscape Edging	1	1	2	3	4	4	5	4	5	3	2	2	36
	Landscape Bed Edging	0	1	1	2	2	2	2	2	2	2	1	1	18
									-					
	Pruning	0	1	0	1	1	1	1	1	1	1	0	1	9
Landscape Beds	Bed Weed Control	1	1	2	2	2	2	2	2	2	2	1	1	20
	Cutbacks	1	0	0	0	0	0	0	0	0	0	0	0	1
Tree Care	Ornamental Prunning (as needed)													0
Tree Care	Shade Tree Elevations (as needed	i)												0

### Shrubs and Trees

Hort Service	Product	Freq.	January	Febuary	March	April	May	June	July	August	September	October	November	December
Granular Fert.	6 month blend w/minors	1												
Liquid Fert.	Focal plants with insect/Fungicide	4												
Pest Control	Preventative Treatment	1												
Pest Control	IPM Treatments	as needed												
Disease Control	Fungicide w/minors	as needed												

### Zoysia Grass

Hort Service	Product	Freq.	January	Febuary	March	April	May	June	July	August	September	October	November	December
Granular Turf Fert.	3 month blend with pre-emergent	2												
Granular Turf Fert.	4 month blend	1												
Liquid Turf Fert.	Minor nutrients with insect control	as needed												
Winter Weeds	Herbicide	4												
Summer Weeds	Herbicide	6												
Disease Control	Fungicide	as needed												

#### Bahia Grass

Hort Service	Product	Freq.	January	Febuary	March	April	May	June	July	August	September	October	November	December
Granular Turf Fert.(Lawns	3 month blend	1												
Insect Control	Insect control	as needed												
Winter Weeds	Herbicide	4												
Summer Weeds	Herbicide	as needed												







### EXHIBIT "C"

### PROPOSAL



### Indigo CDD

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# SECTION VIII



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

#### Sent Via Email: gflint@gmscfl.com

April 2, 2024

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

### Subject: Work Authorization Number 2024-2 Indigo East Community Development District Annual Engineer's Report 2024

Dear Mr. Flint:

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 \$2,300, 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

April 2, 2024 Date

APPROVED AND ACCEPTED

By:

Authorized Representative of Indigo East Community Development District 4/2/27Date

# SECTION IX

### 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 2025 at 9:00 AM, or as shortly thereafter as reasonably possible, at the Circle Square Commons, Cultural Center, 8395 SW 80<sup>th</sup> Street, Ocala, FL 34476 as follows:

November 19, 2024 February 18, 2025 May 20, 2025 August 19, 2025

The meetings are open to the public and will be conducted in accordance with the provision of Florida Law for Community Development Districts. A copy of the agenda for a particular meeting may be obtained from the District Manager, at 219 E. Livingston Street, Orlando, FL 32801.

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

# SECTION X

## SECTION B

## SECTION 1



### <u>Memorandum</u>

To: Board of Supervisors

From: District Management

Date: August 20, 2024

RE: HB7013 – Special Districts Performance Measures and Standards

To enhance accountability and transparency, new regulations were established for all special districts, by the Florida Legislature, during their 2024 legislative session. Starting on October 1, 2024, or by the end of the first full fiscal year after its creation (whichever comes later), each special district must establish goals and objectives for each program and activity, as well as develop performance measures and standards to assess the achievement of these goals and objectives. Additionally, by December 1 each year (initial report due on December 1, 2025), each special district is required to publish an annual report on its website, detailing the goals and objectives achieved, the performance measures and standards used, and any goals or objectives that were not achieved.

District Management has identified the following key categories to focus on for Fiscal Year 2025 and develop statutorily compliant goals for each:

- Community Communication and Engagement
- Infrastructure and Facilities Maintenance
- Financial Transparency and Accountability

Additionally, special districts must provide an annual reporting form to share with the public that reflects whether the goals & objectives were met for the year. District Management has streamlined these requirements into a single document that meets both the statutory requirements for goal/objective setting and annual reporting.

The proposed goals/objectives and the annual reporting form are attached as exhibit A to this memo. District Management recommends that the Board of Supervisors adopt these goals and objectives to maintain compliance with HB7013 and further enhance their commitment to the accountability and transparency of the District.

**Exhibit A:** Goals, Objectives and Annual Reporting Form

### Indigo East Community Development District Performance Measures/Standards & Annual Reporting Form

October 1, 2024 - September 30, 2025

### **<u>1. Community Communication and Engagement</u>**

### **Goal 1.1: Public Meetings Compliance**

**Objective:** Hold at least three regular Board of Supervisor meetings per year to conduct CDD related business and discuss community needs.

**Measurement:** Number of public board meetings held annually as evidenced by meeting minutes and legal advertisements.

**Standard:** A minimum of three board meetings were held during the Fiscal Year. **Achieved:** Yes  $\Box$  No  $\Box$ 

### **Goal 1.2: Notice of Meetings Compliance**

**Objective:** Provide public notice of meetings in accordance with Florida Statutes, using at least two communication methods.

**Measurement:** Timeliness and method of meeting notices as evidenced by posting to CDD website, publishing in local newspaper and via electronic communication. **Standard:** 100% of meetings were advertised per Florida statute on at least two mediums (i.e., newspaper, CDD website, electronic communications). **Achieved:** Yes  $\Box$  No  $\Box$ 

### Goal 1.3: Access to Records Compliance

**Objective:** Ensure that meeting minutes and other public records are readily available and easily accessible to the public by completing monthly CDD website checks.

**Measurement:** Monthly website reviews will be completed to ensure meeting minutes and other public records are up to date as evidenced by District Management's records.

**Standard:** 100% of monthly website checks were completed by District Management.

Achieved: Yes 🗆 No 🗆

### 2. Infrastructure and Facilities Maintenance

### Goal 2.1: Field Management and/or District Management Site Inspections

**Objective:** Field manager and/or district manager will conduct inspections per District Management services agreement to ensure safety and proper functioning of the District's infrastructure.

**Measurement:** Field manager and/or district manager visits were successfully completed per management agreement as evidenced by field manager and/or district manager's reports, notes or other record keeping method.

**Standard:** 100% of site visits were successfully completed as described within district management services agreement

Achieved: Yes 🗆 No 🗆

### **Goal 2.2: District Infrastructure and Facilities Inspections**

**Objective:** District Engineer will conduct an annual inspection of the District's infrastructure and related systems.

**Measurement:** A minimum of one inspection completed per year as evidenced by district engineer's report related to district's infrastructure and related systems. **Standard:** Minimum of one inspection was completed in the Fiscal Year by the district's engineer.

Achieved: Yes 🗆 No 🗆

### 3. Financial Transparency and Accountability

### Goal 3.1: Annual Budget Preparation

**Objective:** Prepare and approve the annual proposed budget by June 15 and final budget was adopted by September 30 each year.

**Measurement:** Proposed budget was approved by the Board before June 15 and final budget was adopted by September 30 as evidenced by meeting minutes and budget documents listed on CDD website and/or within district records.

**Standard:** 100% of budget approval & adoption were completed by the statutory deadlines and posted to the CDD website.

Achieved: Yes 🗆 No 🗆

### Goal 3.2: Financial Reports

**Objective:** Publish to the CDD website the most recent versions of the following documents: Annual audit, current fiscal year budget with any amendments, and most recent financials within the latest agenda package.

**Measurement:** Annual audit, previous years' budgets, and financials are accessible to the public as evidenced by corresponding documents on the CDD's website. **Standard:** CDD website contains 100% of the following information: Most recent annual audit, most recent adopted/amended fiscal year budget, and most recent agenda package with updated financials.

Achieved: Yes 🗆 No 🗆

### Goal 3.3: Annual Financial Audit

**Objective:** Conduct an annual independent financial audit per statutory requirements and publish the results to the CDD website for public inspection, and transmit to the State of Florida.

**Measurement:** Timeliness of audit completion and publication as evidenced by meeting minutes showing board approval and annual audit is available on the CDD's website and transmitted to the State of Florida.

**Standard:** Audit was completed by an independent auditing firm per statutory requirements and results were posted to the CDD website and transmitted to the State of Florida.

Achieved: Yes 🗆 No 🗆

Chair/Vice Chair:\_\_\_\_\_ Print Name:\_\_\_\_\_ Indigo East Community Development District Date:\_\_\_\_\_

District Manager:\_\_\_\_\_ Print Name:\_\_\_\_\_ Indigo East Community Development District Date:\_\_\_\_\_

## SECTION 2

## Indigo East Community Development District

### Summary of Invoices

May 8, 2024 to August 5, 2024

Fund	Date	Check No.'s	Amount
General Fund	5/14/24	1678-1679	\$ 1,390.60
	5/21/24	1680	\$ 12,040.96
	6/6/24	1681-1682	\$ 1,850.00
	6/18/24	1683-1684	\$ 1,207.49
	6/25/24	1685-1686	\$ 15,858.28
	7/2/24	1687	\$ 1,417.50
	7/17/24	1688-1689	\$ 12,845.81
	7/22/24	1690	\$ 175.86
			\$ 46,786.50
Payroll	May 8, 2024 to A	August 5, 2024	
5	Cynthia Lafrance	50290	\$ 184.70
	Robert D Hutson	50291	\$ 184.70
	John Gysen	50292	\$ 200.00
	Terrance Solan	50293	\$ 184.70
	Marla Wilson Ziino	50294	\$ 184.70
			\$ 938.80
			\$ 47,725.30

AP300R YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK RI *** CHECK DATES 05/08/2024 - 08/05/2024 *** INDIGO EAST - GENERAL FUND BANK A INDIGO EAST CDD	EGISTER RUN 8/12/2	4 PAGE 1
CHECK VEND#INVOICEEXPENSED TO VENDOR NAME STAT DATE DATE INVOICE YRMO DPT ACCT# SUB SUBCLASS	TUS AMOUN	TCHECK AMOUNT #
5/14/24 00040 12/31/23 12312023 202312 300-13100-10200 REIMBURS OVERPAY 10/13/21	* 348.0	7
EVERGLADES PINESTRAW, INC.		348.07 001678
5/14/24 00019 5/01/24 261 202405 310-51300-34000 MANAGEMENT FEES MAY24	* 692.0	
5/01/24 261 202405 310-51300-34200 WEBSITE ADMIN MAY	* 53.0	0
WEBSITE ADMIN MAY 5/01/24 261 202405 310-51300-34300 INFORMATION TECH MAY24	* 70.6	7
5/01/24 261 202405 310-51300-31300 DISSEMINATION SVCS MAY24	* 220.8	3
5/01/24 261 202405 310-51300-51000 OFFICE SUPPLIES MAY24	* .(	3
5/01/24 261 202405 310-51300-42000 POSTAGE MAY24	* б.С	0
GOVERNMENTAL MANAGEMENT SERVICES		1,042.53 001679
5/21/24 00047 4/23/24 82218 202404 320-53800-43200 NODE REPLACEMENT APR24	* 235.0	
	* 11,805.9	4
EARTHSCAPES UNLIMITED INC.		12,040.96 001680
	* 1,500.0	
COLEN & WAGONER P.A.		1,500.00 001681
6/06/24 00080 4/25/24 3178 202404 320-53800-49000 SITE VISIT/TREE PRES REPT	* 350.0	0
MARY L. EDWARDS CONSULTING ARBORIST		350.00 001682
6/18/24 00081 5/31/24 00064602 202405 310-51300-48000	* 112.7	4
GANNETT MEDIA CORP DBA GANNETT		112.74 001683
6/18/24 00019 6/01/24 262 202406 310-51300-34000 MANAGEMENT FEES JUN24	* 692.0	
6/01/24 262 202406 310-51300-34200 WEBSITE ADMIN JUN24	* 53.0	0
6/01/24 262 202406 310-51300-34300 INFORMATION TECH JUN24	* 70.6	7
6/01/24 262 202406 310-51300-31300 DISSEMINATION SVCS JUN24	* 220.8	3
6/01/24 262 202406 310-51300-51000 OFFICE SUPPLIES JUN24	* 30.0	3

INDE INDIGO EAST ZYAN

AP300R *** CHECK DATES	YEAR-TO-DATE AC 05/08/2024 - 08/05/2024 *** INI BAN	CCOUNTS PAYABLE PREPAID/COMPUTER CH DIGO EAST - GENERAL FUND IK A INDIGO EAST CDD	ECK REGISTER	RUN 8/12/24	PAGE 2
CHECK VEND# DATE	INVOICEEXPENSED TO DATE INVOICE YRMO DPT ACCT# SU	VENDOR NAME JB SUBCLASS	STATUS	AMOUNT	CHECK AMOUNT #
	6/01/24 262 202406 310-51300-42 POSTAGE JUN24			28.22	1 004 75 001604
		GOVERNMENTAL MANAGEMENT SERVICES			1,094.75 001684
6/25/24 00047	5/31/24 82487 202405 320-53800-4 ROW MAINTENANCE MAY24	7300	*	11,805.94	
		EARTHSCAPES UNLIMITED INC.			11,805.94 001685
6/25/24 00035	6/19/24 06192024 202406 300-20700-10		*	4,052.34	
	ASSESS TRANSFER S2016	INDIGO EAST CDD C/O USBANK			4,052.34 001686
7/02/24 00052	7/20/23 2309477 202310 310-51300-32	100		1,417.50	
	ENGINEERS REPORT JUN23				1,417.50 001687
	6/30/24 82717 202406 320-53800-4				
	ROW MAINTENANCE JUN24			,	
7/17/24 00019	7/01/24 263 202407 310-51300-34 MANAGEMENT FEES JUL24	1000	*	692.00	
	7/01/24 263 202407 310-51300-34 WEBSITE ADMIN JUL24	1200	*	53.00	
	7/01/24 263 202407 310-51300-34		*	70.67	
	INFORMATION TECH JUL24 7/01/24 263 202407 310-51300-33	.300	*	220.83	
	DISSEMINATION SVCS JUL24 7/01/24 263 202407 310-51300-51	_000	*	.15	
	OFFICE SUPPLIES JUL24 7/01/24 263 202407 310-51300-42		*	3.22	
	POSTAGE JUL24	COVERNMENTAL MANAGEMENT SERVICES			1,039.87 001689
	7/01/24 82648 202406 320-53800-43 NODE REPLACEMENT JUN24		*	175.86	
		EARTHSCAPES UNLIMITED INC.			175.86 001690
		TOTAL FOR BANK A	ł	46,786.50	
		TOTAL FOR REGIST	ſER	46,786.50	

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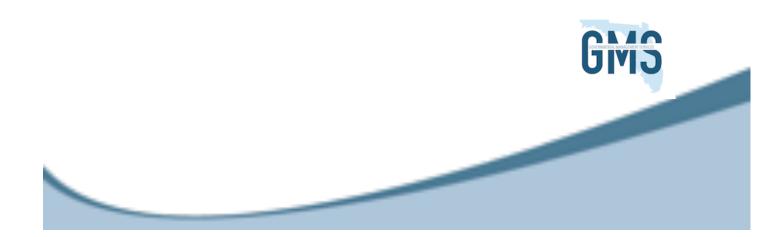
## SECTION 3



Community Development District

## Unaudited Financial Reporting

June 30, 2024



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Indigo East Community Development District

**Combined Balance Sheet** 

June 30, 2024

	General Fund	De	ebt Service Fund	Capi	ital Reserves Fund	Totals Governmental Funds		
Assets:								
Cash								
Operating Account	\$ 256,154	\$	-	\$	-	\$	256,154	
Investment								
State Board Administration	\$ -	\$	-	\$	396,366	\$	396,366	
Series 2016								
Reserve	\$ -	\$	32,905	\$	-	\$	32,905	
Revenue	\$ -	\$	97,509	\$	-	\$	97,509	
Prepayment	\$ -	\$	41	\$	-	\$	41	
Accrued Interest Receivable	\$ -	\$	190	\$	99	\$	289	
Due from General Fund	\$ -	\$	982	\$	-	\$	982	
Due from Capital Reserves	\$ 12,758	\$	-	\$	-	\$	12,758	
Total Assets	\$ 268,912	\$	131,627	\$	396,464	\$	797,003	
Liabilities:								
Accounts Payable	\$ 13,399	\$	-	\$	-	\$	13,399	
Due to Debt Service	\$ 982	\$	-	\$	-	\$	982	
Due to General Fund	\$ -	\$	-	\$	12,758	\$	12,758	
Total Liabilites	\$ 14,381	\$	-	\$	12,758	\$	27,139	
Fund Balance:								
Assigned For:								
Capital Reserve	\$ -	\$	-	\$	383,706	\$	383,706	
Restricted For:								
Debt Service Series 2016	\$ -	\$	131,627	\$	-	\$	131,627	
Unassigned	\$ 254,531	\$	-	\$	-	\$	254,531	
Total Fund Balances	\$ 254,531	\$	131,627	\$	383,706	\$	769,864	
Total Liabilities & Fund Balance	\$ 268,912	\$	131,627	\$	396,464	\$	797,003	

### **Community Development District**

### **General Fund**

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

	Adopted	Pror	ated Budget		Actual		
	Budget	Thr	u 06/30/24	Thr	u 06/30/24	٧	/ariance
Revenues:							
Assessments - Tax Roll	\$ 333,934	\$	336,370	\$	336,370	\$	-
Interest	\$ -	\$	-	\$	21	\$	21
Total Revenues	\$ 333,934	\$	336,370	\$	336,390	\$	21
Expenditures:							
<u>General &amp; Administrative:</u>							
Supervisor Fees	\$ 4,000	\$	3,000	\$	2,600	\$	400
FICA Expense	\$ 306	\$	230	\$	153	\$	77
Engineering	\$ 4,000	\$	3,000	\$	4,363	\$	(1,363)
Trustee Fees	\$ 2,050	\$	2,020	\$	2,020	\$	-
Dissemination	\$ 2,650	\$	1,988	\$	2,087	\$	(100)
Arbitrage	\$ 450	\$	900	\$	900	\$	-
Assessment Roll	\$ 5,300	\$	5,300	\$	5,300	\$	-
Attorney	\$ 6,100	\$	4,575	\$	4,500	\$	75
Annual Audit	\$ 4,000	\$	4,100	\$	4,100	\$	-
Management Fees	\$ 8,304	\$	6,228	\$	6,228	\$	0
Information Technology	\$ 848	\$	636	\$	636	\$	0
Website Maintenance	\$ 636	\$	477	\$	477	\$	-
Telephone	\$ 100	\$	75	\$	-	\$	75
Postage	\$ 200	\$	150	\$	119	\$	31
Printing & Binding	\$ 500	\$	375	\$	0	\$	375
Insurance	\$ 7,960	\$	7,960	\$	7,489	\$	471
Legal Advertising	\$ 1,000	\$	750	\$	113	\$	637
Other Current Charges	\$ 1,200	\$	900	\$	764	\$	136
Office Supplies	\$ 200	\$	150	\$	54	\$	96
Property Taxes	\$ -	\$	-	\$	-	\$	-
Dues, Licenses & Subscriptions	\$ 175	\$	175	\$	175	\$	-
Total General & Administrative:	\$ 49,979	\$	42,989	\$	42,078	\$	911

### **Community Development District**

**General Fund** 

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

	Adopted	Pror	ated Budget		Actual	
	Budget	Thr	u 06/30/24	Thr	u 06/30/24	Variance
<b>Operation and Maintenance</b>						
Property Insurance	\$ 791	\$	791	\$	781	\$ 10
Water Expense	\$ 2,508	\$	1,881	\$	1,967	\$ (86)
Electric Expense	\$ 30,360	\$	22,770	\$	17,093	\$ 5,677
Irrigation Repairs	\$ 2,925	\$	2,194	\$	411	\$ 1,783
Retention Ponds/ROW Maintenance	\$ 188,253	\$	141,190	\$	128,222	\$ 12,967
Plant Replacement	\$ 2,500	\$	1,875	\$	-	\$ 1,875
Tree Trimming	\$ 1,000	\$	750	\$	-	\$ 750
Pressure Washing	\$ 18,207	\$	13,655	\$	-	\$ 13,655
Well Maintenance/Repairs	\$ 4,050	\$	3,038	\$	-	\$ 3,038
Contingency	\$ 8,361	\$	6,271	\$	4,850	\$ 1,421
Total O&M Expenditures:	\$ 258,955	\$	194,414	\$	153,324	\$ 41,090
Total Expenditures	\$ 308,934	\$	237,402	\$	195,402	\$ 42,000
Excess Revenues (Expenditures)	\$ 25,000			\$	140,989	
Other Financing Sources/(Uses)						
Transfer In/(Out) - Capital Reserve	\$ (25,000)	\$	-	\$	-	\$ -
Total Other Financing Sources/(Uses)	\$ (25,000)	\$	-	\$	-	\$ -
Net Change in Fund Balance	\$ -			\$	140,989	
Fund Balance - Beginning	\$ -			\$	113,542	
Fund Balance - Ending	\$ -			\$	254,531	

### **Community Development District**

### **Debt Service Fund**

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

	l	Adopted	Prora	ated Budget		Actual		
		Budget	Thru	ı 06/30/24	Thr	u 06/30/24	V	/ariance
Revenues:								
Assessments - Tax Roll	\$	82,589	\$	82,897	\$	82,897	\$	-
Interest Income	\$	-	\$	-	\$	5,339	\$	5,339
Total Revenues	\$	82,589	\$	82,897	\$	88,236	\$	5,339
Expenditures:								
Special Call - 11/1	\$	-	\$	-	\$	5,000	\$	(5,000)
Interest - 11/1	\$	18,263	\$	18,263	\$	18,056	\$	206
Principal - 5/1	\$	45,000	\$	45,000	\$	45,000	\$	-
Interest - 5/1	\$	18,263	\$	18,263	\$	17,944	\$	319
Total Expenditures	\$	81,525	\$	81,525	\$	86,000	\$	(4,475)
Excess Revenues (Expenditures)	\$	1,064			\$	2,236		
Fund Balance - Beginning	\$	90,762			\$	129,391		
Fund Balance - Ending	\$	91,826			\$	131,627		

### **Community Development District**

### **Capital Reserve Fund**

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

	Adopted	Prorate	d Budget		Actual		
	Budget	Thru 0	6/30/24	Thr	u 06/30/24	V	ariance
<u>Revenues:</u>							
Interest Income	\$ -	\$	-	\$	16,148	\$	16,148
Total Revenues	\$ -	\$	-	\$	16,148	\$	16,148
Expenditures:							
Roadway Resurfacing	\$ -	\$	-	\$	3,210	\$	(3,210)
Total Expenditures	\$ -	\$	-	\$	3,210	\$	(3,210)
Excess Revenues (Expenditures)	\$ -			\$	12,938		
<u>Other Financing Sources/(Uses)</u>							
Transfer In/(Out)	\$ 25,000	\$	-	\$	-	\$	-
Total Other Financing Sources/(Uses)	\$ 25,000	\$	-	\$	-	\$	-
Net Change in Fund Balance	\$ 25,000			\$	-		
Fund Balance - Beginning	\$ 338,604			\$	370,768		
Fund Balance - Ending	\$ 363,604			\$	383,706		

## Indigo East Community Development District Month to Month

		Oct	Nov	Dec	Jan	Feb	March		April	May	June	July	Aug		Sept	Tota
Revenues:																
ssessments - Tax Roll	\$	- 5	\$ 8,215 \$	284,029 \$	22,640 \$	6,480	\$ 4,136	\$	7,417 \$	1,658 \$	1,795	\$	- \$	- \$	- \$	\$ 336
nterest	\$	1 5	\$1\$	2 \$	4 \$	3	\$ 3	\$	2 \$	2 \$	2	\$	- \$	- \$	- \$	5
fotal Revenues	\$	1 5	\$ 8,216 \$	284,030 \$	22,644 \$	6,483	\$ 4,139	\$	7,420 \$	1,660 \$	1,798	\$	- \$	- \$	- \$	\$ 336
Expenditures:																
General & Administrative:																
Supervisor Fees	\$	- 5	\$ 800 \$	- \$	- \$	800	\$-	\$	- \$	- \$	1,000	\$	- \$	- \$	- \$	5 2
FICA Expense	\$	- 5	\$ 46 \$	- \$	- \$	46	\$-	\$	- \$	- \$	61	\$	- \$	- \$	- \$	5
Engineering	\$	2,253	\$-\$	- \$	550 \$	1,560	\$-	\$	- \$	- \$	-	\$	- \$	- \$	- \$	\$ 4
Frustee Fees	\$	- 5	\$-\$	2,020 \$	- \$	-	\$-	\$	- \$	- \$	-	\$	- \$	- \$	- \$	5
Dissemination	\$	321 5	\$ 221 \$	221 \$	221 \$	221	\$ 221	\$	221 \$	221 \$	221	\$	- \$	- \$	- \$	5
Arbitrage	\$	- 5	\$-\$	- \$	900 \$	-	\$-	\$	- \$	- \$	-	\$	- \$	- \$	- \$	5
Assessment Roll	\$	5,300	\$-\$	- \$	- \$	-	\$-	\$	- \$	- \$	-	\$	- \$	- \$	- \$	5
Attorney	\$		\$ 1,500 \$	- \$	- \$	1,500	\$ -	\$	- \$	1,500 \$	-	\$	- \$	- \$	- \$	
Annual Audit	\$	- 5			- \$	2,000			- \$	- \$	-		- \$	- \$	- \$	
Management Fees	\$	692			692 \$		\$ 692		692 \$	692 \$			- \$	- \$	- \$	
Information Technology	\$	71 5			71 \$	71		\$	71 \$	71 \$	71		- \$	- \$	- \$	
Website Maintenance	\$	53 5			53 \$		\$ 53		53 \$	53 \$			- \$	- \$	- \$	
Felephone	\$	- 9			- \$	-		\$	- \$	- \$	-		- \$	- \$	- \$	
Postage	\$	3 5			3 \$	5			30 \$	6\$			- \$	- \$	- \$	
Printing & Binding	\$	- 9			- \$	-		\$	- \$	- \$	-		- \$	- \$	- \$	
Insurance	\$ \$	7,489			- \$			\$	- \$	- \$			- \$	- \$	- \$	
Legal Advertising	\$ \$	- 5		+	- \$			\$	- \$	113 \$			- \$	- \$	- \$	
Other Current Charges	5 \$	88 5		+	- \$	- 82		•	- \$ 80 \$	85 \$			- \$ - \$	- 5 - \$	- 3	
	э \$	0.15			0 \$	02		\$	0 \$	03 \$	30		- \$ - \$	- \$ - \$		
Office Supplies	5 \$	0.15			- \$	-		э		- \$	- 50		- \$ - \$	- 5 - 5	- \$	
Property Taxes	+								- \$						- \$	
Dues, Licenses & Subscriptions	\$	175 \$	\$-\$	- \$	- \$	-	\$ -	\$	- \$	- \$	-	\$	- \$	- \$	- \$	5
Fotal General & Administrative:	\$	16,445	\$ 3,473 \$	3,167 \$	2,578 \$	7,029	\$ 3,262	\$	1,147 \$	2,740 \$	2,236	\$	- \$	- \$	- \$	\$ 4
Operation and Maintenance																
Property Insurance	\$	781 5	\$-\$	- \$	- \$		\$-	\$	- \$	- \$	-	\$	- \$	- \$	- \$	5
Water Expense	\$	207 5	\$ 193 \$	223 \$	247 \$	233	\$ 253	\$	229 \$	193 \$	188	\$	- \$	- \$	- \$	5
Electric Expense	\$	1,805 \$	\$ 1,691 \$	1,867 \$	1,867 \$	1,743	\$ 1,986	\$	1,743 \$	2,266 \$	2,125	\$	- \$	- \$	- \$	\$ 1
rrigation Repairs	\$	- 5	\$-\$	- \$	- \$	-	\$-	\$	235 \$	- \$	176	\$	- \$	- \$	- \$	5
Retention Ponds/ROW Maintenance	\$	11,806	\$ 11,806 \$	11,806 \$	33,175 \$	12,406	\$ 11,806	\$	11,806 \$	11,806 \$	11,806	\$	- \$	- \$	- \$	5 12
Plant Replacement	\$			- \$	- \$	-	\$ -	\$	- \$	- \$	-	\$	- \$	- \$	- \$	
Free Trimming	\$	- 5			- \$			\$	- \$	- \$			- \$	- \$	- \$	5
Pressure Washing	\$	- 5			- \$			\$	- \$	- \$	-		- \$	- \$	- \$	5
Well Maintenance/Repairs	\$	- 5			- \$			\$	- \$	- \$			- \$	- \$	- \$	
Contingency	\$	- 5			4,500 \$	-		\$	350 \$	- \$	-		- \$	- \$	- \$	
Fotal O&M Expenses:	\$	14,599	\$ 13,690 \$	13,896 \$	39,789 \$	14,382	\$ 14,045	\$	14,363 \$	14,266 \$	14,294	\$	- \$	- \$	- \$	\$ 15
Fotal Expenditures	\$	31,044	\$ 17,163 \$	17,063 \$	42,367 \$	21,411	\$ 17,307	\$	15,510 \$	17,006 \$	16,530	\$	- \$	- \$	- \$	\$ 19

### **Community Development District**

Long Term Debt Report

Series 2016, Special	Assessment Bonds	
Interest Rate:	3.561%, 4.125% 4.500%	
Maturity Rate:	5/1/2037	
Reserve Fund Definition	Flat Rate	
Reserve Fund Requirement	\$32,905	
Reserve Fund Balance	\$32,905	
Reserve rund balance	\$32,703	
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)
Less: Principal Payment 11/1/21 Prepayment		(\$20,000)
Less: Principal Payment 5/1/22		(\$40,000)
Less: Principal Payment 5/1/22 Prepayment		(\$5,000)
Less: Principal Payment 11/1/22 Prepayment		(\$10,000)
Less: Principal Payment 5/1/23		(\$45,000)
Less: Principal Payment 11/1/22 Prepayment		(\$5,000)
Less: Principal Payment 5/1/24		(\$45,000)
Current Bonds Outstanding		\$805,000

### **INDIGO EAST**

### COMMUNITY DEVELOPMENT DISTRICT

### SPECIAL ASSESSMENTS FY 2024 RECEIPTS

#### MAINTENANCE

#### Gross Assessments \$355,243.90 Certified Net Assessments \$333,929.27 100%

										100%
		Gros	s Assessment	:	Collection	Co	ommissions	Interest	Net	Assessmen
Date	ACH		Received		Fee		Paid	Income		Received
11/8/23	ACH	\$	5,564.51	\$	111.29	\$	-	\$ -	:	\$5,453.22
11/30/23	ACH	\$	2,818.48	\$	56.37	\$	-	\$ -	:	\$2,762.11
12/12/23	ACH	\$	120,066.80	\$	2,401.34	\$	-	\$ -	\$	117,665.46
12/28/23	ACH	\$	90,125.24	\$	1,802.50	\$	-	\$ -	\$	88,322.74
12/29/23	ACH	\$	79,632.96	\$	1,592.66	\$	-	\$ -	\$	78,040.30
1/26/24	ACH	\$	21,921.51	\$	438.43	\$	-	\$ -	\$	21,483.08
1/26/24	ACH	\$	-	\$	-	\$	-	\$ 1,156.82	:	\$1,156.82
2/16/24	ACH	\$	6,612.34	\$	132.25	\$	-	\$ -	:	\$6,480.09
3/15/24	ACH	\$	4,220.01	\$	84.40	\$	-	\$ -	:	\$4,135.61
4/26/24	ACH	\$	7,568.40	\$	151.37	\$	-	\$ -	:	\$7,417.03
5/10/24	ACH	\$	1,537.32	\$	30.75	\$	-	\$ -		\$1,506.57
5/10/24	ACH	\$	151.30	\$	-	\$	-	\$ -	[	\$151.30
6/21/24	ACH	\$	604.80	\$	12.10	\$	-	\$ -	1	\$592.70
6/26/24	ACH	\$	1,227.21	\$	24.54	\$	-	\$ -		\$1,202.67
otal Collected		\$	342,050.88	\$	6,838.00	\$	-	\$ 1,156.82	<u>،</u> \$	336,369.7
Percentage Collect	ed									101

### **DEBT SERVICE**

Gross Assessments	\$87,377.75
<b>Certified Net Assessments</b>	\$82,135.09
	100%

									100%
		Gross	s Assessment	Collection	Co	ommissions		Interest	Net Assessment
Date	ACH		Received	Fee		Paid		Income	Received
							1		
11/8/23	ACH	\$	1,934.81	\$ 38.70	\$	-	\$	-	\$1,896.11
11/30/23	ACH	\$	1,390.32	\$ 27.81	\$	-	\$	-	\$1,362.51
12/12/23	ACH	\$	25,953.06	\$ 519.06	\$	-	\$	-	\$25,434.00
12/28/23	ACH	\$	21,318.53	\$ 426.37	\$	-	\$	-	\$20,892.16
12/29/23	ACH	\$	18,074.41	\$ 361.49	\$	-	\$	-	\$17,712.92
1/26/24	ACH	\$	7,058.11	\$ 141.16	\$	-	\$	-	\$6,916.95
1/26/24	ACH	\$	-	\$ -	\$	-	\$	273.65	\$273.65
2/16/24	ACH	\$	2,487.60	\$ 49.75	\$	-	\$	-	\$2,437.85
3/15/24	ACH	\$	955.85	\$ 19.12	\$	-	\$	-	\$936.73
4/26/24	ACH	\$	2,827.37	\$ 56.55	\$	-	\$	-	\$2,770.82
5/10/24	ACH	\$	1,249.44	\$ 24.99	\$	-	\$	-	\$1,224.45
5/10/24	ACH	\$	57.07	\$ -	\$	-	\$	-	\$57.07
6/21/24	ACH	\$	497.22	\$ 9.94	\$	-	\$	-	\$487.28
6/26/24	ACH	\$	504.48	\$ 10.09	\$	-	\$	-	\$494.39
									<u> </u>
Fotal Collected		\$	84,308.27	\$ 1,685.03	\$	-	\$	273.65	\$82,896.89
Percentage Collect	ed								101%

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