

# Davenport Road South Community Development District

12051 Corporate Boulevard, Orlando, FL 32817; 407.723.5900

[www.davenportroadsouthcdd.com](http://www.davenportroadsouthcdd.com)

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The following is the proposed agenda for the Board of Supervisors' Meeting for the Davenport Road South Community Development District, scheduled to be held **Wednesday, July 22, 2020 at 9:45 a.m. via conference call due to the Executive Order 20-150 extending COVID-19 Executive Order 20-69**. Attached to this Agenda is a copy of the Executive Order 20-150. The attendance of three Board Members is required to constitute a quorum. Questions or comments on the Board Meeting or proposed agenda may be addressed to Jane Gaarlandt at [gaarlandtj@pfm.com](mailto:gaarlandtj@pfm.com) or (407) 723-5900.

To attend the meeting, please use the below conference call information:

Call-in Number: **1-844-621-3956**  
Access Code: **790 393 986 #**

## **PROPOSED BOARD OF SUPERVISORS' MEETING AGENDA**

### **Administrative Matters**

- Roll Call to Confirm Quorum
- Public Comment Period *[for any members of the public desiring to speak on any proposition before the Board]*
- 1. **Consideration of the Minutes of the May 15, 2020 Board of Supervisors' Meeting**
- 2. **Consideration of Resolution 2020-08, Designating Dates, Times and Locations for Regular Meetings for FY 2021**

### **Business Matters**

3. **Public Hearing on the Adoption of the District's Fiscal Year 2020-2021 Budget**
  - Public Comments and Testimony
  - Board Comments
  - **Consideration of Resolution 2020-09, Adopting a Fiscal Year 2020-2021 Budget and Appropriating Funds**
4. **Public Hearing on the Imposition of Special Assessments to Fund the District's Fiscal Year 2020-2021 Budget**
  - Public Comments and Testimony
  - Board Comments
  - **Consideration of Resolution 2020-10, Adopting an Assessment Roll for Fiscal Year 2020-2021 and Certifying Special Assessments for Collection**
5. **Public Hearing on the Adoption of Rules Relating to Overnight Parking and Traffic Enforcement**
  - Public Comments and Testimony
  - Board Comments
  - **Consideration of Resolution 2020-11, Adopting Rules Relating to Overnight Parking and Traffic Enforcement**
6. **Consideration of PFM Fee Letter**



7. **Consideration of First Amendment to Agreement between the District and VGlobalTech for Website Maintenance Services**
8. **Consideration of Proposal for ADA Compliant Access Ramp** *(provided under separate cover)*
9. **Consideration of Proposal for Pool Gate Extension** *(provided under separate cover)*
10. **Ratification of Temporary Amendment to the Agreement between the District and Fuqua Janitorial Services for Janitorial Maintenance Services**
11. **Ratification of Landscape Maintenance Agreement between the District and Prince and Sons, Inc.**
12. **Review of Fiscal Year 2019 Audited Financial Report**
13. **Ratification of Payment Authorization Nos. 55 - 64**
14. **Review of Monthly Financials**

**Other Business**

**Staff Reports**

- District Counsel
- District Engineer
- District Manager
  - Field Management Update

**Supervisor Requests and Audience Comments  
Adjournment**



# STATE OF FLORIDA

## OFFICE OF THE GOVERNOR

### EXECUTIVE ORDER NUMBER 20-150

(Emergency Management – COVID-19 – Local Government Public Meetings)

WHEREAS, Executive Order 20-69, as extended by Executive Order 20-112, Executive Order 20-123 and Executive Order 20-139, expires on June 30, 2020, unless extended.

NOW, THEREFORE, I, RON DESANTIS, as Governor of Florida, by virtue of the authority vested in me by Article IV, Section (1)(a) of the Florida Constitution, Chapter 252, Florida Statutes, and all other applicable laws, promulgate the following Executive Order to take immediate effect:

Section 1. I hereby extend Executive Order 20-69, as extended by Executive Orders 20-121, 20-123 and 20-139, until 12:01 a.m. on August 1, 2020.



IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Florida to be affixed, at Tallahassee, this 23rd day of June, 2020.

A large, stylized handwritten signature of Ron Desantis in black ink, written over a horizontal line.

RON DESANTIS, GOVERNOR

ATTEST:

A handwritten signature of Laurel M. Lee in black ink, written over a horizontal line.

SECRETARY OF STATE

DEPARTMENT OF STATE  
TALLAHASSEE, FLORIDA

2020 JUN 23 PM 5:54

FILED

**Davenport Road South  
Community Development District**

**Minutes**

**MINUTES OF MEETING**

**DAVENPORT ROAD SOUTH COMMUNITY DEVELOPMENT DISTRICT**

**BOARD OF SUPERVISORS' MEETING**

**Wednesday May 20, 2020 at 9:47 a.m.**

**Via telephonic conferencing due to the COVID-19 Executive Orders 20-52, 20-69, & 20-112.**

Board Members present at roll call:

Rennie Heath	Chair	(via phone)
Scott Shapiro	Vice-Chair	(via phone)
Lauren Schwenk	Assistant Secretary	(via phone)
Andrew Rhinehart	Assistant Secretary	(via phone)
Patrick Marone	Assistant Secretary	(via phone)

Also Present:

Roy Van Wyk	Hopping Green & Sams, P.A.	(via phone)
Jane Gaarlandt	PFM Group Consulting LLC	(via phone)
Christina Hanna	PFM Group Consulting. LLC	(via phone)
Amanda Lane	PFM Group Consulting, LLC	(via phone)
Jennifer Glasgow	PFM Group Consulting, LLC	(via phone)
Dexter Glasgow	PFM Group Consulting, LLC	(via phone)

**FIRST ORDER OF BUSINESS**

**Call to Order and Roll Call**

The meeting was called to order approximately at 9:47 a.m. Those in attendance are outlined above.

**SECOND ORDER OF BUSINESS**

**Public Comment Period**

There were no public comments at this time.

**THIRD ORDER OF BUSINESS**

**Consideration of the Minutes of the  
February 19, 2020 Board of  
Supervisors' Meeting**

The Board reviewed the Minutes of the February 19, 2020 Board of Supervisors' Meeting.

On MOTION by Mr. Heath, seconded by Mr. Rhinehart, with all in favor, the Board approved the Minutes of the February 19, 2020 Board of Supervisors' Meeting.

**FOURTH ORDER OF BUSINESS**

**Review of Registered Voters**

Ms. Gaarlandt stated as of April 15, 2020 the District had 139 voters living in the District.

**FIFTH ORDER OF BUSINESS**

**Consideration of Resolution 2020-06,  
Approving a Proposed Budget for  
Fiscal Year 2020-2021 and Setting a  
Public Hearing Date Thereon**

Ms. Gaarlandt suggested the Public Hearing Date be set for July 22, 2020. That will give the District 60 days notification for the Public Hearing. Mr. Heath asked Ms. Gaarlandt to go over the items in the agenda and highlight the increases and decreases.

Ms. Gaarlandt explained the increases and decreases to the Budget. Ms. Lane stated the percentage of contribution from Highland Meadows is 52% of the Amenity and it has not been updated for the current year. It will not change the net revenue but it will change the amount of the assessments. The amount of the contribution is going to be \$59,004.84 and it changes the on-roll assessments to \$26,3374.16. A discussion took place regarding the lease agreements. The overall Budget is \$322,379.00. Ms. Lane repeated the assessments based on that amount. The amount per unit is a gross amount of \$767.47 and the net amount is \$713.75 and an overall on roll assessment amount of \$263,374.16. Ms. Gaarlandt explained the budget cannot be increased after today but it can be adjusted lower.

On MOTION by Mr. Heath, seconded by Ms. Schwenk, with all in favor, the Board approved Resolution 2020-06, Approving a Proposed Budget for Fiscal Year 2020-2021 and Setting the Public Hearing for July 22, 2020

**SIXTH ORDER OF BUSINESS**

**Consideration of Resolution 2020-07,  
Setting Public Hearing to Adopt  
Parking and Towing Policies**

- a) Rules Relating to Overnight Parking and Parking Enforcement
- b) Notices for Publication

The Board reviewed the parking and towing policies. Ms. Gaarlandt suggested July 22, 2020 as the Public Hearing date

On MOTION by Mr. Heath, seconded by Mr. Rhinehart, with all in favor, the Board approved Resolution 2020-07, Setting Public Hearing to Adopt Parking and Towing Policies.

**SEVENTH ORDER OF BUSINESS**

**Consideration of Proposal for ADA Compliant Access Ramp**

Mr. Glasgow was hoping to have Mr. Wood on the call this morning with his final recommendation but he had a conflict. The only company the Board and District staff is familiar with is Ankleman but he was waiting to see if Mr. Wood had input on that. Mr. Glasgow would like to get a proposal from Ankleman and will reach out to Mr. Wood for two other proposals. Ms. Schwenk agreed. The district will bring proposals back for the next meeting.

**EIGHTH ORDER OF BUSINESS**

**Consideration of Proposal(s) for Security**

Mr. Glasgow received two proposals for security. One if from Allied and the second one is Freeman Security. Mr. Glasgow recommended security to enforce social distancing rules. He recommended unarmed officers. It would cost approximately \$16.75 per hour.

Ms. Gaarlandt noted the District has \$5,000.00 Budgeted for Security and asked Mr. Glasgow if he thinks that is sufficient. Mr. Glasgow replied it should be sufficient but it depends on how many days per week the Board wants security. A discussion took place about Phase 1 guidelines and making the decision to wait until Phase 2 of State opening. The District will need to be prepared with something in place. Mr. Glasgow recommended starting the first week of the Amenity opening with security 7 days per week and cut it back if the District finds out they don't need that. Mr. Glasgow worked with Freeman Security on other sites and recommended them as the Security company.

On MOTION by Ms. Schwenk, seconded by Mr. Rhinehart, with all in favor, the Board approved the Freeman Security proposal for 7 days per week.

**NINTH ORDER OF BUSINESS**

**Consideration of Proposal(s) for Landscape Maintenance**

Mr. Glasgow stated the District was notified by Creative Association Services that they would no longer be able to maintain the property at Davenport. There is a proposal from Prince in the agenda package. Mr. Glasgow recommended them. They could start this week if the District needed.

On MOTION by Ms. Schwenk, seconded by Mr. Heath, with all in favor, the Board approved the proposal for Landscape Maintenance from Prince.

**TENTH ORDER OF BUSINESS**

**Ratification of Payment Authorization  
Nos. 43 - 54**

The Board reviewed payment authorizations numbers 43 – 54.

On MOTION by Mr. Heath, seconded by Mr. Rhinehart, with all in favor, the Board ratified Payment Authorization Nos. 43 – 54.

**ELEVENTH ORDER OF BUSINESS**

**Review of Monthly Financials**

The Board reviewed the monthly financials through April 31, 2020. There was no action required by the Board.

**TWELFTH ORDER OF BUSINESS**

**Staff Reports**

**District Counsel** – No Report

**District Engineer** – Not Present

**District Manager** – No Report

**THRITEENTH ORDER OF BUSINESS**

**Supervisor Requests and Audience  
Comments**

There were no Supervisor requests or audience comments.

**FOURTEENTH ORDER OF BUSINESS**

**Adjournment**

There were no other questions or comments. Ms. Gaarlandt requested a motion to adjourn.



ON MOTION by Mr. Heath, seconded by Mr. Rhinehart, with all in favor, the May 20, 2020 Board of Supervisors' Meeting for the Davenport Road South Community Development District was adjourned.

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Secretary / Assistant Secretary

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Chairman / Vice Chairman

**Davenport Road South  
Community Development District**

**District's Fiscal Year 2020-2021 Budget**

**Davenport Road South  
Community Development District**

**Resolution 2020-08**

**RESOLUTION 2020-08**

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

**WHEREAS**, the Davenport Road South Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, and situated entirely within the City of Davenport, Florida; and

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

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

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

**NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE DAVENPORT ROAD SOUTH COMMUNITY DEVELOPMENT DISTRICT:**

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

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

**PASSED AND ADOPTED** this 22<sup>nd</sup> day of July, 2020.

ATTEST:

**DAVENPORT ROAD SOUTH  
COMMUNITY DEVELOPMENT  
DISTRICT**

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Secretary/Assistant Secretary

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Chairperson, Board of Supervisors

**Exhibit A:** Fiscal Year 2020-2021 Annual Meeting Schedule

**Exhibit A**

**BOARD OF SUPERVISORS MEETING DATES  
DAVENPORT ROAD SOUTH  
COMMUNITY DEVELOPMENT DISTRICT  
FISCAL YEAR 2020-2021**

The Board of Supervisors of the Davenport Road South Community Development District will hold their regular meetings for Fiscal Year 2020-2021 at the Holiday Inn Winter Garden, 200 Cypress Gardens Boulevard, Winter Haven,, Florida 33880, at 9:45 a.m., unless otherwise indicated as follows:

October 21, 2020  
November 18, 2020  
December 16, 2020  
January 20, 2021  
February 17, 2021  
March 17, 2021  
April 21, 2021  
May 19, 2021  
June 16, 2021  
July 21, 2021  
August 18, 2021  
September 15, 2021

The meetings are open to the public and will be conducted in accordance with the provision of Florida Law for Community Development Districts. The meetings may be continued to a date, time, and place to be specified on the record at the meeting. A copy of the agenda for these meetings may be obtained from PFM Group Consulting LLC or by calling (407) 723-5900.

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

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

District Manager

**Davenport Road South  
Community Development District**

**Resolution 2020-09**

## RESOLUTION 2020-09

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

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

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

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

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

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

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

### NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE DAVENPORT ROAD SOUTH COMMUNITY DEVELOPMENT DISTRICT:

#### SECTION 1. BUDGET

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

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

**SECTION 2. APPROPRIATIONS**

There is hereby appropriated out of the revenues of the District, for Fiscal Year 2020/2021, the sum of \$937,220.62 to be raised by the levy of assessments and/or otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

TOTAL GENERAL FUND	\$325,783.12
DEBT SERVICE FUND(S)	\$611,437.50
TOTAL ALL FUNDS	\$937,220.62

**SECTION 3. BUDGET AMENDMENTS**

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

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



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

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

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

**PASSED AND ADOPTED THIS 22<sup>ND</sup> DAY OF JULY, 2020.**

ATTEST:

**DAVENPORT ROAD SOUTH COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

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

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

**Davenport Road South CDD**  
**FY 2021 Proposed O&M Budget**

	<b>Actual Through 06/30/2020</b>	<b>Anticipated July - Sept.</b>	<b>Anticipated Total FY 2020</b>	<b>FY 2020 Adopted Budget</b>	<b>FY 2021 Proposed Budget</b>
<b><u>Revenues</u></b>					
On-Roll Assessments	\$ 267,937.07	\$ -	\$ 267,937.07	\$ 263,021.00	\$ 263,374.16
Contribution from HM West	59,358.00	-	59,358.00	59,358.00	62,408.96
Other Income & Other Financing Sources	136.37	-	136.37	-	-
<b>Net Revenues</b>	<b>\$ 327,431.44</b>	<b>\$ -</b>	<b>\$ 327,431.44</b>	<b>\$ 322,379.00</b>	<b>\$ 325,783.12</b>
<b><u>General &amp; Administrative Expenses</u></b>					
Supervisor Fees	\$ 3,600.00	\$ 3,000.00	\$ 6,600.00	\$ 6,000.00	\$ 12,000.00
D&O Insurance	2,537.00	-	2,537.00	2,800.00	2,800.00
Trustee Services	3,717.38	-	3,717.38	6,000.00	6,000.00
Management	15,000.00	5,000.00	20,000.00	20,000.00	30,000.00
Field Management	246.94	1,553.06	1,800.00	1,800.00	1,800.00
Engineering	312.50	9,687.50	10,000.00	10,000.00	10,000.00
Dissemination Agent	5,000.00	-	5,000.00	5,000.00	5,000.00
District Counsel	9,953.50	10,046.50	20,000.00	20,000.00	20,000.00
Assessment Administration	7,500.00	-	7,500.00	7,500.00	7,500.00
Reamortization Schedules	-	250.00	250.00	250.00	250.00
Audit	5,500.00	500.00	6,000.00	6,000.00	6,000.00
Travel and Per Diem	30.48	-	30.48	-	-
Telephone	-	200.00	200.00	200.00	200.00
Postage & Shipping	599.95	199.98	799.93	300.00	300.00
Copies	50.10	449.90	500.00	500.00	500.00
Legal Advertising	1,705.27	1,294.73	3,000.00	3,000.00	3,000.00
Miscellaneous	1,300.70	433.57	1,734.27	1,100.00	1,100.00
Web Site Maintenance	1,200.00	1,700.00	2,900.00	2,900.00	2,700.00
Dues, Licenses, and Fees	175.00	-	175.00	250.00	175.00
Contingency	200.00	9,217.50	9,417.50	19,124.20	13,602.48
Storm Cleanup & Repairs	-	7,500.00	7,500.00	7,500.00	7,500.00
<b>Total General &amp; Administrative Expenses</b>	<b>\$ 58,628.82</b>	<b>\$ 51,032.74</b>	<b>\$ 109,661.56</b>	<b>\$ 120,224.20</b>	<b>\$ 130,427.48</b>
<b><u>Field Expenses</u></b>					
General Insurance	\$ 3,296.00	\$ -	\$ 3,296.00	\$ 3,400.00	\$ 3,800.00
Irrigation	3,407.22	4,592.78	8,000.00	8,000.00	8,000.00
Landscaping Maintenance	34,725.00	275.00	35,000.00	35,000.00	28,680.00
Landscaping Improvements - Mulch & Flowers	-	12,500.00	12,500.00	12,500.00	12,500.00
Fertilization	-	5,616.00	5,616.00	5,616.00	5,616.00
Contingency	360.00	4,974.00	5,334.00	5,334.00	5,334.00
Streetlights	2,794.18	15,360.62	18,154.80	18,154.80	18,154.80
<b>Total Field Expenses</b>	<b>\$ 44,582.40</b>	<b>\$ 43,318.40</b>	<b>\$ 87,900.80</b>	<b>\$ 88,004.80</b>	<b>\$ 82,084.80</b>
<b><u>Cabana &amp; Pool Expenses</u></b>					
Janitorial Service	\$ 6,290.00	\$ 8,710.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
Playground Lease	21,973.29	7,324.43	29,297.72	20,000.00	27,000.84
Security	4,580.00	1,950.00	6,530.00	7,500.00	5,000.00
Electric	20,262.23	6,754.08	27,016.31	20,000.00	20,000.00
Pool and Cabana Water	882.00	6,618.00	7,500.00	7,500.00	2,000.00
Internet	1,320.23	440.08	1,760.31	900.00	1,620.00
Property & Casualty	8,445.00	1,555.00	10,000.00	10,000.00	10,000.00
Contingency	-	7,500.00	7,500.00	7,500.00	7,500.00
Equipment Repair & Maintenance	214.20	4,785.80	5,000.00	5,000.00	5,000.00
Pest Control	433.35	566.65	1,000.00	1,000.00	600.00
Signage & Amenities Repair	-	750.00	750.00	750.00	750.00
Pool Maintenance	15,500.00	3,500.00	19,000.00	19,000.00	19,000.00
<b>Total Cabana &amp; Pool Expenses</b>	<b>\$ 79,900.30</b>	<b>\$ 50,454.03</b>	<b>\$ 130,354.33</b>	<b>\$ 114,150.00</b>	<b>\$ 113,470.84</b>
<b>Total Expenses</b>	<b>\$ 183,111.52</b>	<b>\$ 144,805.17</b>	<b>\$ 327,916.69</b>	<b>\$ 322,379.00</b>	<b>\$ 325,983.12</b>
<b>Income (Loss) from Operations</b>	<b>\$ 144,319.92</b>	<b>\$ (144,805.17)</b>	<b>\$ (485.25)</b>	<b>\$ -</b>	<b>\$ (200.00)</b>
<b><u>Other Income (Expense)</u></b>					
Interest Income	\$ 485.25	\$ -	\$ 485.25	\$ -	\$ 200.00
<b>Total Other Income (Expense)</b>	<b>\$ 485.25</b>	<b>\$ -</b>	<b>\$ 485.25</b>	<b>\$ -</b>	<b>\$ 200.00</b>
<b>Net Income (Loss)</b>	<b>\$ 144,805.17</b>	<b>\$ (144,805.17)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

Davenport Road South CDD  
FY 2021 Proposed Debt Service Budget  
Series 2018

	<b>FY 2021 Budget</b>
<b>REVENUES:</b>	
Series 2018	\$ 611,437.50
<b>TOTAL REVENUES</b>	<b><u>\$ 611,437.50</u></b>
<b>EXPENDITURES:</b>	
Series 2018 - Interest 11/01/2020	\$ 165,250.00
Series 2018 - Principal 05/01/2021	120,000.00
Series 2018 - Interest 05/01/2021	163,093.75
<b>TOTAL EXPENDITURES</b>	<b><u>\$ 448,343.75</u></b>
<b>EXCESS REVENUES / (EXPENDITURES)</b>	<b><u>\$ 163,093.75</u></b>
Series 2018 - Interest 11/01/2021	\$ 163,093.75

**Davenport Road South  
Community Development District**

**Imposition of Special Assessments to Fund the  
District's Fiscal Year 2020-2021 Budget**

**Davenport Road South  
Community Development District**

**Resolution 2020-10**

## RESOLUTION 2020-10

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE DAVENPORT ROAD SOUTH COMMUNITY DEVELOPMENT DISTRICT MAKING A DETERMINATION OF BENEFIT AND IMPOSING SPECIAL ASSESSMENTS FOR FISCAL YEAR 2020/2021; PROVIDING FOR THE COLLECTION AND ENFORCEMENT OF SPECIAL ASSESSMENTS; CERTIFYING AN ASSESSMENT ROLL; PROVIDING FOR AMENDMENTS TO THE ASSESSMENT ROLL; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

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

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

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

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

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

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

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

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

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

**WHEREAS**, it is in the best interests of the District to adopt the Assessment Roll of the Davenport Road South Community Development District ("**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 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 DAVENPORT ROAD SOUTH COMMUNITY DEVELOPMENT DISTRICT:**

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

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

**SECTION 3. COLLECTION.** The collection of the operation and maintenance special assessments and previously levied debt service assessments shall be at the same time and in the same manner as County taxes in accordance with the Uniform Method, as indicated on **Exhibits "A" and "B."** The decision to collect special assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect special

assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

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

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

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

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

**PASSED AND ADOPTED** this 22<sup>nd</sup> day of July, 2020.

ATTEST:

**DAVENPORT ROAD SOUTH COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary / Assistant Secretary

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

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

**Exhibit A:** Budget

**Exhibit B:** Assessment Roll



Davenport Road South CDD  
FY 2021 Proposed Debt Service Budget  
Series 2018

	<b>FY 2021 Budget</b>
<b>REVENUES:</b>	
Series 2018	\$ 611,437.50
<b>TOTAL REVENUES</b>	<b><u>\$ 611,437.50</u></b>
<b>EXPENDITURES:</b>	
Series 2018 - Interest 11/01/2020	\$ 165,250.00
Series 2018 - Principal 05/01/2021	120,000.00
Series 2018 - Interest 05/01/2021	163,093.75
<b>TOTAL EXPENDITURES</b>	<b><u>\$ 448,343.75</u></b>
<b>EXCESS REVENUES / (EXPENDITURES)</b>	<b><u>\$ 163,093.75</u></b>
Series 2018 - Interest 11/01/2021	\$ 163,093.75

**Davenport Road South CDD**  
**FY 2021 Proposed O&M Budget**

	<b>Actual Through 06/30/2020</b>	<b>Anticipated July - Sept.</b>	<b>Anticipated Total FY 2020</b>	<b>FY 2020 Adopted Budget</b>	<b>FY 2021 Proposed Budget</b>
<b><u>Revenues</u></b>					
On-Roll Assessments	\$ 267,937.07	\$ -	\$ 267,937.07	\$ 263,021.00	\$ 263,374.16
Contribution from HM West	59,358.00	-	59,358.00	59,358.00	62,408.96
Other Income & Other Financing Sources	136.37	-	136.37	-	-
<b>Net Revenues</b>	<b>\$ 327,431.44</b>	<b>\$ -</b>	<b>\$ 327,431.44</b>	<b>\$ 322,379.00</b>	<b>\$ 325,783.12</b>
<b><u>General &amp; Administrative Expenses</u></b>					
Supervisor Fees	\$ 3,600.00	\$ 3,000.00	\$ 6,600.00	\$ 6,000.00	\$ 12,000.00
D&O Insurance	2,537.00	-	2,537.00	2,800.00	2,800.00
Trustee Services	3,717.38	-	3,717.38	6,000.00	6,000.00
Management	15,000.00	5,000.00	20,000.00	20,000.00	30,000.00
Field Management	246.94	1,553.06	1,800.00	1,800.00	1,800.00
Engineering	312.50	9,687.50	10,000.00	10,000.00	10,000.00
Dissemination Agent	5,000.00	-	5,000.00	5,000.00	5,000.00
District Counsel	9,953.50	10,046.50	20,000.00	20,000.00	20,000.00
Assessment Administration	7,500.00	-	7,500.00	7,500.00	7,500.00
Reamortization Schedules	-	250.00	250.00	250.00	250.00
Audit	5,500.00	500.00	6,000.00	6,000.00	6,000.00
Travel and Per Diem	30.48	-	30.48	-	-
Telephone	-	200.00	200.00	200.00	200.00
Postage & Shipping	599.95	199.98	799.93	300.00	300.00
Copies	50.10	449.90	500.00	500.00	500.00
Legal Advertising	1,705.27	1,294.73	3,000.00	3,000.00	3,000.00
Miscellaneous	1,300.70	433.57	1,734.27	1,100.00	1,100.00
Web Site Maintenance	1,200.00	1,700.00	2,900.00	2,900.00	2,700.00
Dues, Licenses, and Fees	175.00	-	175.00	250.00	175.00
Contingency	200.00	9,217.50	9,417.50	19,124.20	13,602.48
Storm Cleanup & Repairs	-	7,500.00	7,500.00	7,500.00	7,500.00
<b>Total General &amp; Administrative Expenses</b>	<b>\$ 58,628.82</b>	<b>\$ 51,032.74</b>	<b>\$ 109,661.56</b>	<b>\$ 120,224.20</b>	<b>\$ 130,427.48</b>
<b><u>Field Expenses</u></b>					
General Insurance	\$ 3,296.00	\$ -	\$ 3,296.00	\$ 3,400.00	\$ 3,800.00
Irrigation	3,407.22	4,592.78	8,000.00	8,000.00	8,000.00
Landscaping Maintenance	34,725.00	275.00	35,000.00	35,000.00	28,680.00
Landscaping Improvements - Mulch & Flowers	-	12,500.00	12,500.00	12,500.00	12,500.00
Fertilization	-	5,616.00	5,616.00	5,616.00	5,616.00
Contingency	360.00	4,974.00	5,334.00	5,334.00	5,334.00
Streetlights	2,794.18	15,360.62	18,154.80	18,154.80	18,154.80
<b>Total Field Expenses</b>	<b>\$ 44,582.40</b>	<b>\$ 43,318.40</b>	<b>\$ 87,900.80</b>	<b>\$ 88,004.80</b>	<b>\$ 82,084.80</b>
<b><u>Cabana &amp; Pool Expenses</u></b>					
Janitorial Service	\$ 6,290.00	\$ 8,710.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
Playground Lease	21,973.29	7,324.43	29,297.72	20,000.00	27,000.84
Security	4,580.00	1,950.00	6,530.00	7,500.00	5,000.00
Electric	20,262.23	6,754.08	27,016.31	20,000.00	20,000.00
Pool and Cabana Water	882.00	6,618.00	7,500.00	7,500.00	2,000.00
Internet	1,320.23	440.08	1,760.31	900.00	1,620.00
Property & Casualty	8,445.00	1,555.00	10,000.00	10,000.00	10,000.00
Contingency	-	7,500.00	7,500.00	7,500.00	7,500.00
Equipment Repair & Maintenance	214.20	4,785.80	5,000.00	5,000.00	5,000.00
Pest Control	433.35	566.65	1,000.00	1,000.00	600.00
Signage & Amenities Repair	-	750.00	750.00	750.00	750.00
Pool Maintenance	15,500.00	3,500.00	19,000.00	19,000.00	19,000.00
<b>Total Cabana &amp; Pool Expenses</b>	<b>\$ 79,900.30</b>	<b>\$ 50,454.03</b>	<b>\$ 130,354.33</b>	<b>\$ 114,150.00</b>	<b>\$ 113,470.84</b>
<b>Total Expenses</b>	<b>\$ 183,111.52</b>	<b>\$ 144,805.17</b>	<b>\$ 327,916.69</b>	<b>\$ 322,379.00</b>	<b>\$ 325,983.12</b>
<b>Income (Loss) from Operations</b>	<b>\$ 144,319.92</b>	<b>\$ (144,805.17)</b>	<b>\$ (485.25)</b>	<b>\$ -</b>	<b>\$ (200.00)</b>
<b><u>Other Income (Expense)</u></b>					
Interest Income	\$ 485.25	\$ -	\$ 485.25	\$ -	\$ 200.00
<b>Total Other Income (Expense)</b>	<b>\$ 485.25</b>	<b>\$ -</b>	<b>\$ 485.25</b>	<b>\$ -</b>	<b>\$ 200.00</b>
<b>Net Income (Loss)</b>	<b>\$ 144,805.17</b>	<b>\$ (144,805.17)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

Davenport Road South CDD  
FY 2021 Proposed TRIM

Parcel	Gross Debt Service	Gross OM	Gross Total
272708727507000010	1,300.61	767.47	2,068.08
272708727507000020	1,300.61	767.47	2,068.08
272708727507000030	1,300.61	767.47	2,068.08
272708727507000040	1,300.61	767.47	2,068.08
272708727507000050	1,300.61	767.47	2,068.08
272708727507000060	1,300.61	767.47	2,068.08
272708727507000070	1,300.61	767.47	2,068.08
272708727507000080	1,300.61	767.47	2,068.08
272708727507000090	1,300.61	767.47	2,068.08
272708727507000100	1,300.61	767.47	2,068.08
272708727507000110	1,300.61	767.47	2,068.08
272708727507000120	1,300.61	767.47	2,068.08
272708727507000130	1,300.61	767.47	2,068.08
272708727507000140	1,300.61	767.47	2,068.08
272708727507000150	1,300.61	767.47	2,068.08
272708727507000160	1,300.61	767.47	2,068.08
272708727507000170	1,300.61	767.47	2,068.08
272708727507000180	1,300.61	767.47	2,068.08
272708727507000190	1,300.61	767.47	2,068.08
272708727507000200	1,300.61	767.47	2,068.08
272708727507000210	1,300.61	767.47	2,068.08
272708727507000220	1,300.61	767.47	2,068.08
272708727507000230	1,300.61	767.47	2,068.08
272708727507000240	1,300.61	767.47	2,068.08
272708727507000250	1,300.61	767.47	2,068.08
272708727507000260	1,300.61	767.47	2,068.08
272708727507000270	1,300.61	767.47	2,068.08
272708727507000280	1,300.61	767.47	2,068.08
272708727507000290	1,300.61	767.47	2,068.08
272708727507000300	1,300.61	767.47	2,068.08
272708727507000310	1,300.61	767.47	2,068.08
272708727507000320	1,300.61	767.47	2,068.08
272708727507000330	1,300.61	767.47	2,068.08
272708727507000340	1,300.61	767.47	2,068.08
272708727507000350	1,300.61	767.47	2,068.08
272708727507000360	1,300.61	767.47	2,068.08
272708727507000370	1,300.61	767.47	2,068.08
272708727507000380	1,300.61	767.47	2,068.08
272708727507000390	1,300.61	767.47	2,068.08
272708727507000400	1,300.61	767.47	2,068.08
272708727507000410	1,300.61	767.47	2,068.08
272708727507000420	1,300.61	767.47	2,068.08
272708727507000430	1,300.61	767.47	2,068.08
272708727507000440	1,300.61	767.47	2,068.08
272708727507000450	1,300.61	767.47	2,068.08
272708727507000460	1,300.61	767.47	2,068.08
272708727507000470	1,300.61	767.47	2,068.08
272708727507000480	1,300.61	767.47	2,068.08
272708727507000490	1,300.61	767.47	2,068.08
272708727507000500	1,300.61	767.47	2,068.08
272708727507000510	1,300.61	767.47	2,068.08
272708727507000520	1,300.61	767.47	2,068.08
272708727507000530	1,300.61	767.47	2,068.08

Davenport Road South CDD  
 FY 2021 Proposed TRIM

Parcel	Gross Debt Service	Gross OM	Gross Total
272708727507000540	1,300.61	767.47	2,068.08
272708727507000550	1,300.61	767.47	2,068.08
272708727507000560	1,300.61	767.47	2,068.08
272708727507000570	1,300.61	767.47	2,068.08
272708727507000580	1,300.61	767.47	2,068.08
272708727507000590	1,300.61	767.47	2,068.08
272708727507000600	1,300.61	767.47	2,068.08
272708727507000610	1,300.61	767.47	2,068.08
272708727507000620	1,300.61	767.47	2,068.08
272708727507000630	1,300.61	767.47	2,068.08
272708727507000640	1,300.61	767.47	2,068.08
272708727507000650	1,300.61	767.47	2,068.08
272708727507000660	1,300.61	767.47	2,068.08
272708727507000670	1,300.61	767.47	2,068.08
272708727507000680	1,300.61	767.47	2,068.08
272708727507000690	1,300.61	767.47	2,068.08
272708727507000700	1,300.61	767.47	2,068.08
272708727507000710	1,300.61	767.47	2,068.08
272708727507000720	1,300.61	767.47	2,068.08
272708727507000730	1,300.61	767.47	2,068.08
272708727507000740	1,300.61	767.47	2,068.08
272708727507000750	1,300.61	767.47	2,068.08
272708727507000760	1,300.61	767.47	2,068.08
272708727507000770	1,300.61	767.47	2,068.08
272708727507000780	1,300.61	767.47	2,068.08
272708727507000790	1,300.61	767.47	2,068.08
272708727507000800	1,300.61	767.47	2,068.08
272708727507000810	1,300.61	767.47	2,068.08
272708727507000820	1,300.61	767.47	2,068.08
272708727507000830	1,300.61	767.47	2,068.08
272708727507000840	1,300.61	767.47	2,068.08
272708727507000850	1,300.61	767.47	2,068.08
272708727507000860	1,300.61	767.47	2,068.08
272708727507000870	1,300.61	767.47	2,068.08
272708727507000880	1,300.61	767.47	2,068.08
272708727507000890	1,300.61	767.47	2,068.08
272708727507000900	1,300.61	767.47	2,068.08
272708727507000910	1,300.61	767.47	2,068.08
272708727507000920	1,300.61	767.47	2,068.08
272708727507000930	1,300.61	767.47	2,068.08
272708727507000940	1,300.61	767.47	2,068.08
272708727507000950	1,300.61	767.47	2,068.08
272708727507000960	1,300.61	767.47	2,068.08
272708727507000970	1,300.61	767.47	2,068.08
272708727507000980	1,300.61	767.47	2,068.08
272708727507000990	1,300.61	767.47	2,068.08
272708727507001000	1,300.61	767.47	2,068.08
272708727507001010	1,300.61	767.47	2,068.08
272708727507001020	1,300.61	767.47	2,068.08
272708727507001030	1,300.61	767.47	2,068.08
272708727507001040	1,300.61	767.47	2,068.08
272708727507001050	1,300.61	767.47	2,068.08
272708727507001060	1,300.61	767.47	2,068.08

Davenport Road South CDD  
FY 2021 Proposed TRIM

Parcel	Gross Debt Service	Gross OM	Gross Total
272708727507001070	1,300.61	767.47	2,068.08
272708727507001080	1,300.61	767.47	2,068.08
272708727507001090	1,300.61	767.47	2,068.08
272708727507001100	1,300.61	767.47	2,068.08
272708727507001110	1,300.61	767.47	2,068.08
272708727507001120	1,300.61	767.47	2,068.08
272708727507001130	1,300.61	767.47	2,068.08
272708727507001140	1,300.61	767.47	2,068.08
272708727507001150	1,300.61	767.47	2,068.08
272708727507001160	1,300.61	767.47	2,068.08
272708727507001170	1,300.61	767.47	2,068.08
272708727507001180	1,300.61	767.47	2,068.08
272708727507001190	1,300.61	767.47	2,068.08
272708727507001200	1,300.61	767.47	2,068.08
272708727507001210	1,300.61	767.47	2,068.08
272708727507001220	1,300.61	767.47	2,068.08
272708727507001230	1,300.61	767.47	2,068.08
272708727507001240	1,300.61	767.47	2,068.08
272708727507001250	1,300.61	767.47	2,068.08
272708727507001260	1,300.61	767.47	2,068.08
272708727507001270	1,300.61	767.47	2,068.08
272708727507001280	1,300.61	767.47	2,068.08
272708727507001290	1,300.61	767.47	2,068.08
272708727507001300	1,300.61	767.47	2,068.08
272708727507001310	1,300.61	767.47	2,068.08
272708727507001320	1,300.61	767.47	2,068.08
272708727507001330	1,300.61	767.47	2,068.08
272708727507001340	1,300.61	767.47	2,068.08
272708727507001350	1,300.61	767.47	2,068.08
272708727507001360	1,300.61	767.47	2,068.08
272708727507001370	1,300.61	767.47	2,068.08
272708727507001380	1,300.61	767.47	2,068.08
272708727507001390	1,300.61	767.47	2,068.08
272708727507001400	1,300.61	767.47	2,068.08
272708727507001410	1,300.61	767.47	2,068.08
272708727507001420	1,300.61	767.47	2,068.08
272708727507001430	1,300.61	767.47	2,068.08
272708727507001440	1,300.61	767.47	2,068.08
272708727507001450	1,300.61	767.47	2,068.08
272708727507001460	1,300.61	767.47	2,068.08
272708727507001470	1,300.61	767.47	2,068.08
272708727507001480	1,300.61	767.47	2,068.08
272708727507001490	1,300.61	767.47	2,068.08
272708727507001500	1,300.61	767.47	2,068.08
272708727507001510	1,300.61	767.47	2,068.08
272708727507001520	1,300.61	767.47	2,068.08
272708727507001530	1,300.61	767.47	2,068.08
272708727507001540	1,300.61	767.47	2,068.08
272708727507001550	1,300.61	767.47	2,068.08
272708727507001560	1,300.61	767.47	2,068.08
272708727507001570	1,300.61	767.47	2,068.08
272708727507001580	1,300.61	767.47	2,068.08
272708727507001590	1,300.61	767.47	2,068.08

Davenport Road South CDD  
 FY 2021 Proposed TRIM

Parcel	Gross Debt Service	Gross OM	Gross Total
272708727507001600	1,300.61	767.47	2,068.08
272708727507001610	1,300.61	767.47	2,068.08
272708727507001620	1,300.61	767.47	2,068.08
272708727507001630	1,300.61	767.47	2,068.08
272708727507001640	1,300.61	767.47	2,068.08
272708727507001650	1,300.61	767.47	2,068.08
272708727507001660	1,300.61	767.47	2,068.08
272708727507001670	1,300.61	767.47	2,068.08
272708727507001680	1,300.61	767.47	2,068.08
272708727507001690	1,300.61	767.47	2,068.08
272708727507001700	1,300.61	767.47	2,068.08
272708727507001710	1,300.61	767.47	2,068.08
272708727507001720	1,300.61	767.47	2,068.08
272708727507001730	1,300.61	767.47	2,068.08
272708727507001740	1,300.61	767.47	2,068.08
272708727507001750	1,300.61	767.47	2,068.08
272708727507001760	1,300.61	767.47	2,068.08
272708727507001770	1,300.61	767.47	2,068.08
272708727507001780	1,300.61	767.47	2,068.08
272708727507001790	1,300.61	767.47	2,068.08
272708727507001800	1,300.61	767.47	2,068.08
272708727507001810	1,300.61	767.47	2,068.08
272708727507001820	1,300.61	767.47	2,068.08
272708727507001830	1,300.61	767.47	2,068.08
272708727507001840	1,300.61	767.47	2,068.08
272708727507001850	1,300.61	767.47	2,068.08
272708727507001860	1,300.61	767.47	2,068.08
272708727507001870	1,300.61	767.47	2,068.08
272708727507001880	1,300.61	767.47	2,068.08
272708727507001890	1,300.61	767.47	2,068.08
272708727507001900	1,300.61	767.47	2,068.08
272708727507001910	1,300.61	767.47	2,068.08
272708727507001920	1,300.61	767.47	2,068.08
272708727507001930	1,300.61	767.47	2,068.08
272708727507001940	1,300.61	767.47	2,068.08
272708727507001950	1,300.61	767.47	2,068.08
272708727507001960	1,300.61	767.47	2,068.08
272708727507001970	1,300.61	767.47	2,068.08
272708727507001980	1,300.61	767.47	2,068.08
272708727507001990	1,300.61	767.47	2,068.08
272708727507002000	1,300.61	767.47	2,068.08
272708727507002010	1,300.61	767.47	2,068.08
272708727507002020	1,300.61	767.47	2,068.08
272708727507002030	1,300.61	767.47	2,068.08
272708727507002040	1,300.61	767.47	2,068.08
272708727507002050	1,300.61	767.47	2,068.08
272708727507002060	1,300.61	767.47	2,068.08
272708727507002070	1,300.61	767.47	2,068.08
272708727507002080	1,300.61	767.47	2,068.08
272708727507002090	1,300.61	767.47	2,068.08
272708727507002100	1,300.61	767.47	2,068.08
272708727507002110	1,300.61	767.47	2,068.08
272708727507002120	1,300.61	767.47	2,068.08

Davenport Road South CDD  
FY 2021 Proposed TRIM

Parcel	Gross Debt Service	Gross OM	Gross Total
272708727507002130	1,300.61	767.47	2,068.08
272708727507002140	1,300.61	767.47	2,068.08
272708727507002150	1,300.61	767.47	2,068.08
272708727507002160	1,300.61	767.47	2,068.08
272708727507002170	1,300.61	767.47	2,068.08
272708727507002180	1,300.61	767.47	2,068.08
272708727507002190	1,300.61	767.47	2,068.08
272708727507002200	1,300.61	767.47	2,068.08
272708727507002210	1,300.61	767.47	2,068.08
272708727507002220	1,300.61	767.47	2,068.08
272708727507002230	1,300.61	767.47	2,068.08
272708727507002240	1,300.61	767.47	2,068.08
272708727507002250	1,300.61	767.47	2,068.08
272708727507002260	1,300.61	767.47	2,068.08
272708727507002270	1,300.61	767.47	2,068.08
272708727507002280	1,300.61	767.47	2,068.08
272708727507002290	1,300.61	767.47	2,068.08
272708727507002300	1,300.61	767.47	2,068.08
272708727507002310	1,300.61	767.47	2,068.08
272708727507002320	1,300.61	767.47	2,068.08
272708727507002330	1,300.61	767.47	2,068.08
272708727507002340	1,300.61	767.47	2,068.08
272708727507002350	1,300.61	767.47	2,068.08
272708727507002360	1,300.61	767.47	2,068.08
272708727507002370	1,300.61	767.47	2,068.08
272708727507002380	1,300.61	767.47	2,068.08
272708727507002390	1,300.61	767.47	2,068.08
272708727507002400	1,300.61	767.47	2,068.08
272708727507002410	1,300.61	767.47	2,068.08
272708727507002420	1,300.61	767.47	2,068.08
272708727507002430	1,300.61	767.47	2,068.08
272708727507002440	1,300.61	767.47	2,068.08
272708727507002450	1,300.61	767.47	2,068.08
272708727507002460	1,300.61	767.47	2,068.08
272708727507002470	1,300.61	767.47	2,068.08
272708727507002480	1,300.61	767.47	2,068.08
272708727507002490	1,300.61	767.47	2,068.08
272708727507002500	1,300.61	767.47	2,068.08
272708727507002510	1,300.61	767.47	2,068.08
272708727507002520	1,300.61	767.47	2,068.08
272708727507002530	1,300.61	767.47	2,068.08
272708727507002540	1,300.61	767.47	2,068.08
272708727507002550	1,300.61	767.47	2,068.08
272708727507002560	1,300.61	767.47	2,068.08
272708727507002570	1,300.61	767.47	2,068.08
272708727507002580	1,300.61	767.47	2,068.08
272708727507002590	1,300.61	767.47	2,068.08
272708727507002600	1,300.61	767.47	2,068.08
272708727507002610	1,300.61	767.47	2,068.08
272708727507002620	1,300.61	767.47	2,068.08
272708727507002630	1,300.61	767.47	2,068.08
272708727507002640	1,300.61	767.47	2,068.08
272708727507002650	1,300.61	767.47	2,068.08

Davenport Road South CDD  
 FY 2021 Proposed TRIM

Parcel	Gross Debt Service	Gross OM	Gross Total
272708727507002660	1,300.61	767.47	2,068.08
272708727507002670	1,300.61	767.47	2,068.08
272708727507002680	1,300.61	767.47	2,068.08
272708727507002690	1,300.61	767.47	2,068.08
272708727507002700	1,300.61	767.47	2,068.08
272708727507002710	1,300.61	767.47	2,068.08
272708727507002720	1,300.61	767.47	2,068.08
272708727507002730	1,300.61	767.47	2,068.08
272708727507002740	1,300.61	767.47	2,068.08
272708727507002750	1,300.61	767.47	2,068.08
272708727507002760	1,300.61	767.47	2,068.08
272708727507002770	1,300.61	767.47	2,068.08
272708727507002780	1,300.61	767.47	2,068.08
272708727507002790	1,300.61	767.47	2,068.08
272708727507002800	1,300.61	767.47	2,068.08
272708727507002810	1,300.61	767.47	2,068.08
272708727507002820	1,300.61	767.47	2,068.08
272708727507002830	1,300.61	767.47	2,068.08
272708727507002840	1,300.61	767.47	2,068.08
272708727507002850	1,300.61	767.47	2,068.08
272708727507002860	1,300.61	767.47	2,068.08
272708727507002870	1,300.61	767.47	2,068.08
272708727507002880	1,300.61	767.47	2,068.08
272708727507002890	1,300.61	767.47	2,068.08
272708727507002900	1,300.61	767.47	2,068.08
272708727507002910	1,300.61	767.47	2,068.08
272708727507002920	1,300.61	767.47	2,068.08
272708727507002930	1,300.61	767.47	2,068.08
272708727507002940	1,300.61	767.47	2,068.08
272708727507002950	1,300.61	767.47	2,068.08
272708727507002960	1,300.61	767.47	2,068.08
272708727507002970	1,300.61	767.47	2,068.08
272708727507002980	1,300.61	767.47	2,068.08
272708727507002990	1,300.61	767.47	2,068.08
272708727507003000	1,300.61	767.47	2,068.08
272708727507003010	1,300.61	767.47	2,068.08
272708727507003020	1,300.61	767.47	2,068.08
272708727507003030	1,300.61	767.47	2,068.08
272708727507003040	1,300.61	767.47	2,068.08
272708727507003050	1,300.61	767.47	2,068.08
272708727507003060	1,300.61	767.47	2,068.08
272708727507003070	1,300.61	767.47	2,068.08
272708727507003080	1,300.61	767.47	2,068.08
272708727507003090	1,300.61	767.47	2,068.08
272708727507003100	1,300.61	767.47	2,068.08
272708727507003110	1,300.61	767.47	2,068.08
272708727507003120	1,300.61	767.47	2,068.08
272708727507003130	1,300.61	767.47	2,068.08
272708727507003140	1,300.61	767.47	2,068.08
272708727507003150	1,300.61	767.47	2,068.08
272708727507003160	1,300.61	767.47	2,068.08
272708727507003170	1,300.61	767.47	2,068.08
272708727507003180	1,300.61	767.47	2,068.08



Davenport Road South CDD  
 FY 2021 Proposed TRIM

Parcel	Gross Debt Service	Gross OM	Gross Total
272708727507003190	1,300.61	767.47	2,068.08
272708727507003200	1,300.61	767.47	2,068.08
272708727507003210	1,300.61	767.47	2,068.08
272708727507003220	1,300.61	767.47	2,068.08
272708727507003230	1,300.61	767.47	2,068.08
272708727507003240	1,300.61	767.47	2,068.08
272708727507003250	1,300.61	767.47	2,068.08
272708727507003260	1,300.61	767.47	2,068.08
272708727507003270	1,300.61	767.47	2,068.08
272708727507003280	1,300.61	767.47	2,068.08
272708727507003290	1,300.61	767.47	2,068.08
272708727507003300	1,300.61	767.47	2,068.08
272708727507003310	1,300.61	767.47	2,068.08
272708727507003320	1,300.61	767.47	2,068.08
272708727507003330	1,300.61	767.47	2,068.08
272708727507003340	1,300.61	767.47	2,068.08
272708727507003350	1,300.61	767.47	2,068.08
272708727507003360	1,300.61	767.47	2,068.08
272708727507003370	1,300.61	767.47	2,068.08
272708727507003380	1,300.61	767.47	2,068.08
272708727507003390	1,300.61	767.47	2,068.08
272708727507003400	1,300.61	767.47	2,068.08
272708727507003410	1,300.61	767.47	2,068.08
272708727507003420	1,300.61	767.47	2,068.08
272708727507003430	1,300.61	767.47	2,068.08
272708727507003440	1,300.61	767.47	2,068.08
272708727507003450	1,300.61	767.47	2,068.08
272708727507003460	1,300.61	767.47	2,068.08
272708727507003470	1,300.61	767.47	2,068.08
272708727507003480	1,300.61	767.47	2,068.08
272708727507003490	1,300.61	767.47	2,068.08
272708727507003500	1,300.61	767.47	2,068.08
272708727507003510	1,300.61	767.47	2,068.08
272708727507003520	1,300.61	767.47	2,068.08
272708727507003530	1,300.61	767.47	2,068.08
272708727507003540	1,300.61	767.47	2,068.08
272708727507003550	1,300.61	767.47	2,068.08
272708727507003560	1,300.61	767.47	2,068.08
272708727507003570	1,300.61	767.47	2,068.08
272708727507003580	1,300.61	767.47	2,068.08
272708727507003590	1,300.61	767.47	2,068.08
272708727507003600	1,300.61	767.47	2,068.08
272708727507003610	1,300.61	767.47	2,068.08
272708727507003620	1,300.61	767.47	2,068.08
272708727507003630	1,300.61	767.47	2,068.08
272708727507003640	1,300.61	767.47	2,068.08
272708727507003650	1,300.61	767.47	2,068.08
272708727507003660	1,300.61	767.47	2,068.08
272708727507003670	1,300.61	767.47	2,068.08
272708727507003680	1,300.61	767.47	2,068.08
272708727507003690	1,300.61	767.47	2,068.08
Gross Total	479,925.09	283,196.43	763,121.52

Davenport Road South CDD  
FY 2021 Proposed TRIM

Parcel	Gross Debt Service	Gross OM	Gross Total
Net Total	446,330.33	263,372.68	709,703.01

**Davenport Road South  
Community Development District**

**Adoption of Rules Relating to Overnight Parking  
and Traffic Enforcement**

**Davenport Road South  
Community Development District**

**Resolution 2020-11**

**RESOLUTION 2020-11**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE DAVENPORT ROAD SOUTH COMMUNITY DEVELOPMENT DISTRICT ADOPTING RULES RELATING TO OVERNIGHT PARKING AND TRAFFIC ENFORCEMENT; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.**

**WHEREAS**, the Davenport Road South Community Development District (“District”) is a local unit of special purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated in the City of Davenport, Florida; and

**WHEREAS**, Chapter 190, *Florida Statutes*, authorizes the District to adopt resolutions as may be necessary for the conduct of district business; and

**WHEREAS**, the Board of Supervisors of the District (“Board”) is authorized by Sections 190.011(5) and 190.035, *Florida Statutes*, to adopt rules, orders, rates, fees and charges pursuant to Chapter 120, *Florida Statutes*; and

**WHEREAS**, the District desires to adopt *Rules Relating to Parking and Parking Enforcement* (“Rule”), pursuant to the provisions of Sections 190.011(5) and 190.035 and Chapter 120, *Florida Statutes*; and

**WHEREAS**, the Board finds that it is in the best interests of the District to adopt by resolution the Rule for immediate use and application.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE DAVENPORT ROAD SOUTH COMMUNITY DEVELOPMENT DISTRICT:**

**SECTION 1.** The District hereby adopts the Rule, attached hereto as **Exhibit A**.

**SECTION 2.** If any provision of this Resolution or the Rule is held to be illegal or invalid, the other provisions shall remain in full force and effect.

**SECTION 3.** This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

**PASSED AND ADOPTED** this 22<sup>ND</sup> day of July 2020.

**ATTEST:**

**DAVENPORT ROAD SOUTH COMMUNITY DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chairperson, Board of Supervisors

**EXHIBIT A**

**DAVENPORT ROAD SOUTH COMMUNITY DEVELOPMENT DISTRICT**  
**RULES RELATING TO OVERNIGHT PARKING AND PARKING ENFORCEMENT**

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**In accordance with Chapter 190, *Florida Statutes*, and on July 22, 2020 at a duly noticed public meeting, the Board of Supervisors of the Davenport Road South Community Development District (“District”) adopted the following policy to govern parking and parking enforcement on certain District Property. This policy repeals and supersedes all prior rules and/or policies governing the same subject matter.**

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**SECTION 1. INTRODUCTION.** The District finds that parked Commercial Vehicles, Vehicles, Vessels and Recreational Vehicles (hereinafter defined) on certain of its property (hereinafter defined) cause hazards and danger to the health, safety and welfare of District residents, paid users and the public. This policy is intended to provide the District’s residents and paid users with a means to park Vehicles on-street in certain designated parking areas as well as to allow additional parking for Vehicles and overnight guests in the District’s Overnight Parking Areas and remove such Commercial Vehicles, Vehicles, Vessels and Recreational Vehicles from District designated Tow-Away Zones consistent with this Policy and as indicated on **Exhibit A** attached hereto and incorporated herein by reference. This Policy authorizes additional overnight parking in designated areas, which areas are identified in **Exhibit B** attached hereto, subject to obtaining an Overnight Parking Permit.

**SECTION 2. DEFINITIONS.**

A. *Commercial Vehicle(s)*. Any mobile item which normally uses wheels, whether motorized or not, that (i) is titled, registered or leased to a company and not an individual person, or (ii) is used for business purposes even if titled, registered or leased to an individual person.

B. *Vehicle(s)*. Any mobile item which normally uses wheels, whether motorized or not. For purposes of this Policy, unless otherwise specified, any use of the term Vehicle(s) shall be interpreted so as to include Commercial Vehicle(s), Vessel(s), and Recreational Vessel(s).

C. *Vessel(s)*. Every description of watercraft, barge, or airboat used or capable of being used as a means of transportation on water.

D. *Recreational Vehicle(s)*. A vehicle designed for recreational use, which includes motor homes, campers and trailers relative to same.

E. *Parked*. A Vehicle, Vessel or Recreational Vehicle left unattended by its owner or user.

F. *Tow-Away Zone*. District property in which parking is prohibited and in which the District is authorized to initiate a towing and/or removal action.

G. *Overnight*. Between the hours of 10:00 p.m. and 6:00 a.m. daily.

**SECTION 3. DESIGNATED PARKING AREAS.** On street parking is only authorized on the odd numbered side of the street (as indicated by address numbers). On street parking is expressly prohibited on the even numbered side of the street (as indicated by address numbers).

The even numbered side of the street (as indicated by address numbers) and those areas within the District's boundaries depicted in **Exhibit A**, which is incorporated herein by reference, are hereby established as "Tow-Away Zones" for all Vehicles, including Commercial Vehicles, Vessels, Recreational Vehicles as set forth in Sections 4 and 5 herein ("**Tow Away Zone**").

Additional overnight parking is permitted on certain District Property as identified on **Exhibit B** attached hereto ("**Overnight Parking Areas**"), with a pre-approved permit as set forth in this Policy.

**SECTION 4. ESTABLISHMENT OF TOW-AWAY ZONES.** Each area set forth in **Exhibit A** attached hereto is hereby declared a Tow Away Zone. In addition, any Vehicle which is parked in a manner which prevents or inhibits the ability of emergency response vehicles to navigate streets within the District are hereby authorized to be towed.

**SECTION 5. EXCEPTIONS.**

**A. ON-STREET PARKING EXCEPTIONS.** Abandoned and/or broken down Vehicles are not permitted to be parked on-street at any time and are subject to towing at the owner's expense. Commercial Vehicles, Recreational Vehicles, and Vessels are not permitted to be parked on-street Overnight and shall be subject to towing at owner's expense.

**B. OVERNIGHT PARKING PERMITS.** Residents may apply for an "Overnight Parking Permit" which will allow such resident and/or guest to park in the Overnight Parking Areas after-hours, and overnight. Overnight Parking Permit requests will be granted in accordance with the following:

**1.** Permits may not exceed seven (7) consecutive days. In no event may an Overnight Parking Permit be granted for more than fourteen (14) nights per calendar year for one Vehicle, as identified by the Vehicle's license plate number. Notwithstanding the foregoing, Overnight Parking Permits will not be issued for Vessels under any circumstances.

**2.** Residents and paid users interested in an Overnight Parking Permit may submit a request to the District Manager or his/her designee which includes the following information:

- (1)** The name, address and contact information of the owner of the Vehicle to which the permit will be granted;
- (2)** The make/model and license plate of the Vehicle to which the permit will apply;
- (3)** The reason and special terms (if any) for the Overnight Parking Permit; and
- (4)** The date and time of the expiration of the requested Overnight Parking Permit.

It is the responsibility of the person(s) requesting an Overnight Parking Permit to secure all necessary documentation and approvals. Failure to secure all necessary documentation and



approvals will result in the towing and/or removal of the Vehicle from the District's Property. Improperly permitted Vehicles parked in the Tow Away Zones will be subject to towing.

3. Upon receipt of all requested documentation, as set forth above, the District Manager or his/her designee will issue an Overnight Parking Permit to the resident or paid user making the request. Overnight Parking Permits will be granted by way of written correspondence by the District Manager or his/her designee. **No verbal grants of authority will be issued or be held valid.**

4. The Overnight Parking Permit must be **clearly** displayed in the Vehicle windshield.

C. **VENDORS/CONTRACTORS.** The District Manager or his/her designee may authorize vendors/consultants in writing to park company Vehicles in order to facilitate District business. All Vehicles so authorized must be identified by an Overnight Parking Pass.

D. **DELIVERY VEHICLES AND GOVERNMENTAL VEHICLES.** Delivery Vehicles, including but not limited to, U.P.S., Fed Ex, moving company Vehicles, and lawn maintenance vendors may park on District Property while actively engaged in the operation of such businesses. Vehicles owned and operated by any governmental unit may also park on District Property while carrying out official duties.

Any Vehicle parked on District Property, including District roads, must do so in compliance with all laws, ordinances and codes.

## **SECTION 6. TOWING/REMOVAL PROCEDURES.**

A. **SIGNAGE AND LANGUAGE REQUIREMENTS.** Notice of the Tow-Away Zones shall be approved by the District's Board of Supervisors and shall be posted on District Property in the manner set forth in Section 715.07, *Florida Statutes*. Such signage is to be placed in conspicuous locations, in accordance with Section 715.07, *Florida Statutes*.

B. **TOWING/REMOVAL AUTHORITY.** To effect towing/removal of a Commercial Vehicle, Vehicle, Vessel or Recreational Vehicle, the District Manager or his/her designee must verify that the subject Commercial Vehicle, Vehicle, Vessel or Recreational Vehicle was not authorized to park under this rule in the Overnight Parking Areas or the Tow-Away Zone, and then must contact a firm authorized by Florida law to tow/remove Commercial Vehicle, Vehicles, Vessels and Recreational Vehicles for the removal of such unauthorized vehicle at the owner's expense. The Commercial Vehicle, Vehicle, Vessel or Recreational Vehicle shall be towed/removed by the firm in accordance with Florida law, specifically the provisions set forth in Section 715.07, *Florida Statutes*. Notwithstanding the foregoing, a towing service retained by the District may tow/remove any vehicle parked in the Tow-Away Zone.

C. **AGREEMENT WITH AUTHORIZED TOWING SERVICE.** The District's Board of Supervisors is hereby authorized to enter into and maintain an agreement with a firm authorized by Florida law to tow/remove unauthorized vehicles and in accordance with Florida law and with the policies set forth herein.

**SECTION 7. PARKING AT YOUR OWN RISK.** Vehicles, Commercial Vehicles, Vessels or Recreational Vehicles may be parked on District Property pursuant to this rule, provided, however, the District assumes no liability for any theft, vandalism and/or damage that might occur to personal property and/or to such Vehicles.

**EXHIBIT A – *Tow Away Zone***

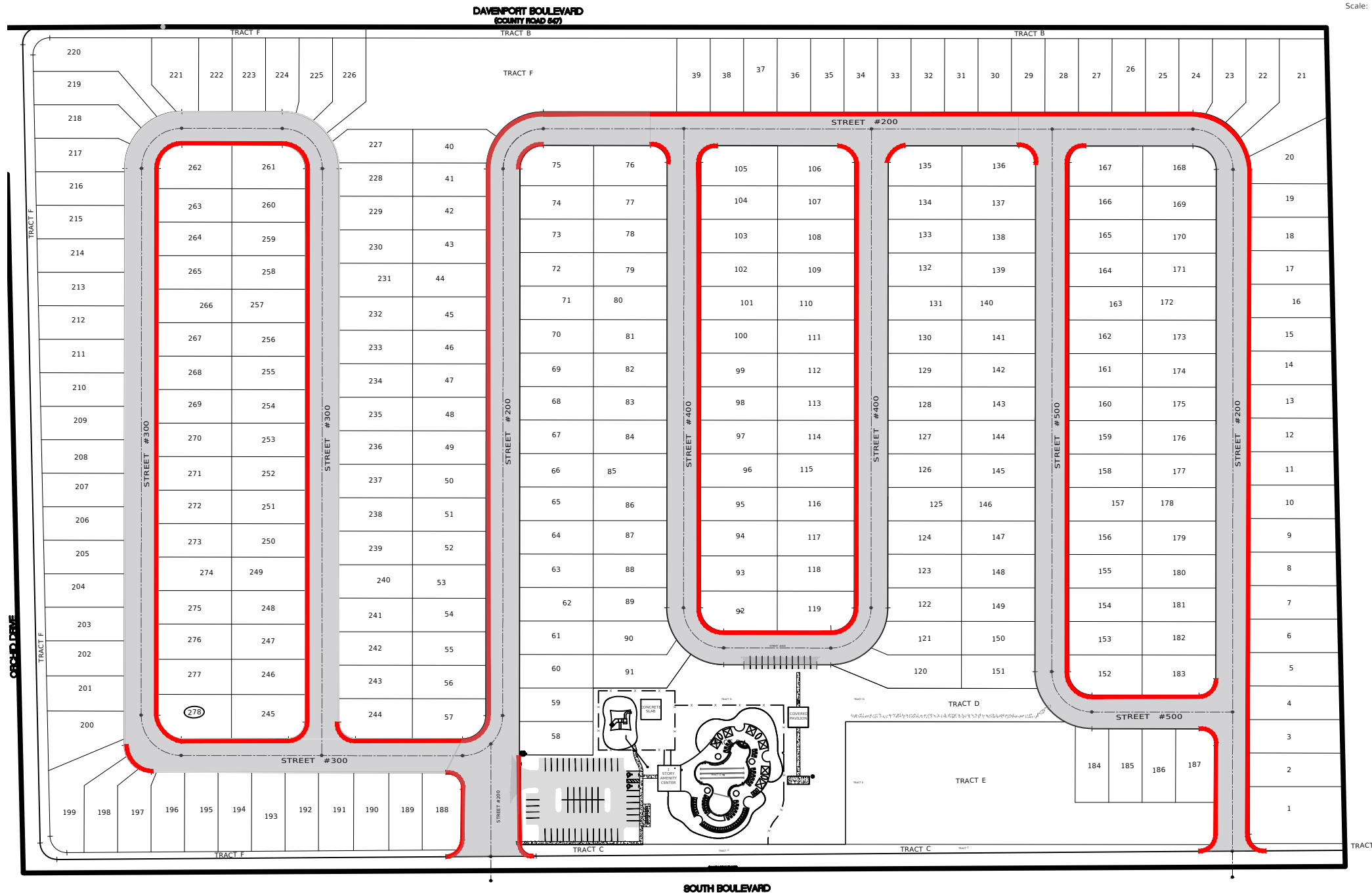
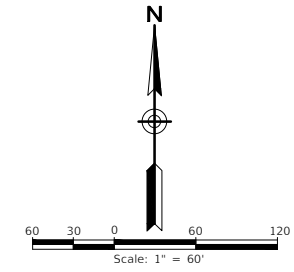
**EXHIBIT B - *Map of Overnight Parking Areas***

Effective date: July 22, 2020

**EXHIBIT A – *Tow Away Zone***

**EXHIBIT B - *Map of Overnight Parking Areas***

LEGEND  
 TOW AWAY ZONE



OFFICE: (863) 940-2040  
 FAX: (863) 940-2044  
 CELL: (863) 662-0018

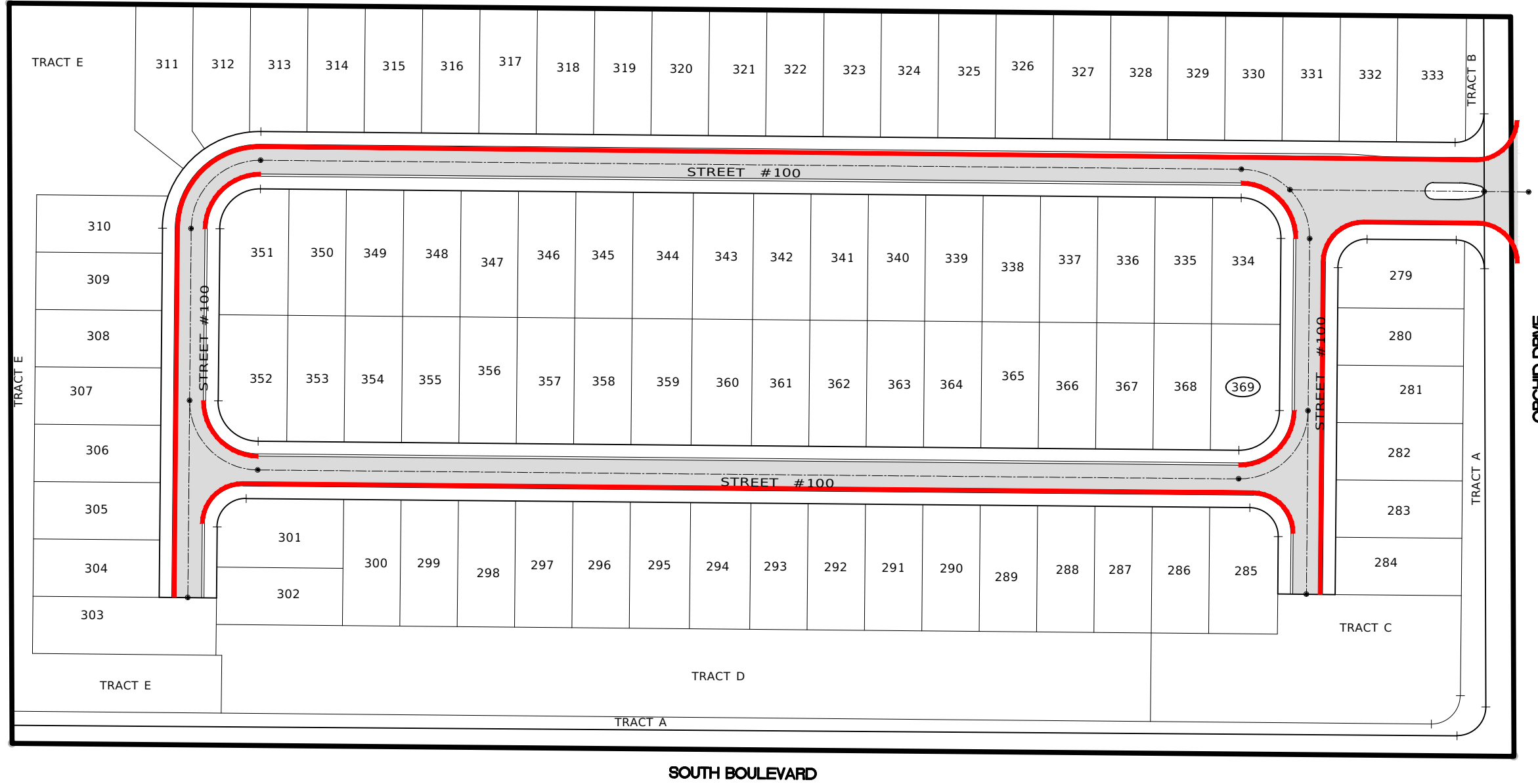
**Dennis Wood Engineering, Inc.**  
 1925 BARTOW ROAD  
 LAKELAND, FL 33801  
 DENNIS WOOD, PROFESSIONAL ENGINEER  
 EMAIL: denniswoodengineering@gmail.com

**ORCHID GROVE**  
 CITY OF DAVENPORT  
 POLK COUNTY, FLORIDA

NOT VALID WITHOUT SEAL  
 DENNIS L. WOOD, P.E. #17646 (FL) DATE

EXHIBIT A  
 TOW AWAY ZONE

LEGEND  
 TOW AWAY ZONE



OFFICE: (883) 940-2040  
 FAX: (883) 940-2044  
 CELL: (883) 662-0018  
 1925 BARTOW ROAD  
 WARELAND, FL 33601  
**Dennis Wood Engineering, Inc.**  
 DENNIS WOOD, PROFESSIONAL ENGINEER  
 EMAIL: denniswoodengineering@gmail.com

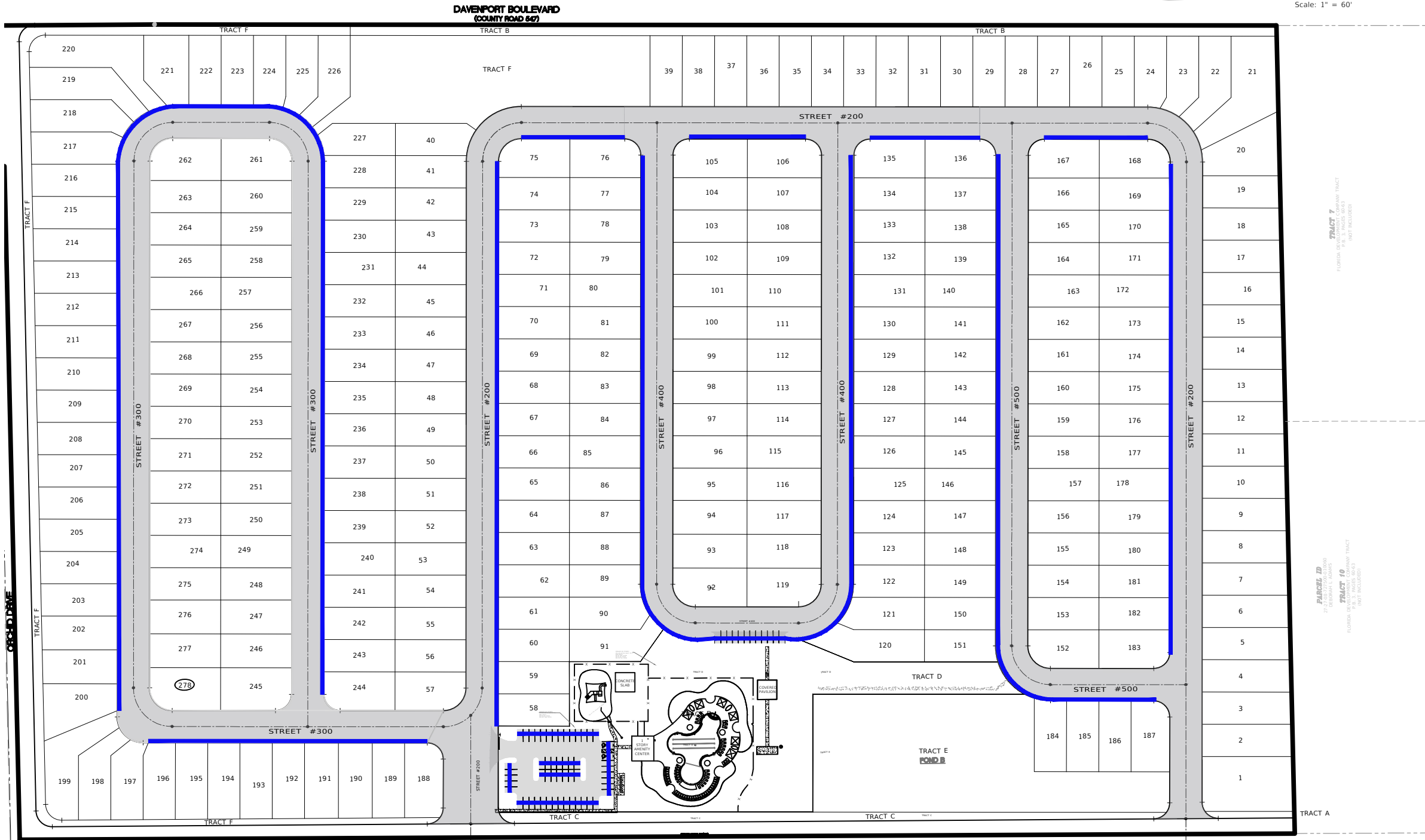
**ORCHID GROVE**  
 CITY OF DAVENPORT  
 POLK COUNTY, FLORIDA

NOT VALID WITHOUT SEAL  
 DENNIS L. WOOD, P.E. #17646 (FL) DATE

EXHIBIT A  
 TOW AWAY ZONE



Scale: 1" = 60'



OFF-DRIVE

**TRACT 7**  
FLORIDA STATE ROAD DISTRICT TRACT  
ALL 1/4 ACRES (0.25)  
(NOT INCLUDED)

**TRACT 10**  
FLORIDA STATE ROAD DISTRICT TRACT  
ALL 1/4 ACRES (0.25)  
(NOT INCLUDED)

**LEGEND**  
 OVERNIGHT PARKING ALLOWED BY RESIDENTS OR PERMITS

OFFICE: (853) 940-2040  
 FAX: (853) 940-0044  
 CELL: (853) 662-0018

**Dennis Wood Engineering, LLC**  
 DENNIS WOOD, PROFESSIONAL ENGINEER  
 EMAIL: denniswoodengineering@gmail.com

**ORCHID GROVE**  
 CITY OF DAVENPORT  
 POLK COUNTY, FLORIDA

NOT VALID WITHOUT SEAL  
 DENNIS L. WOOD, P.E. #17646 (FL) DATE

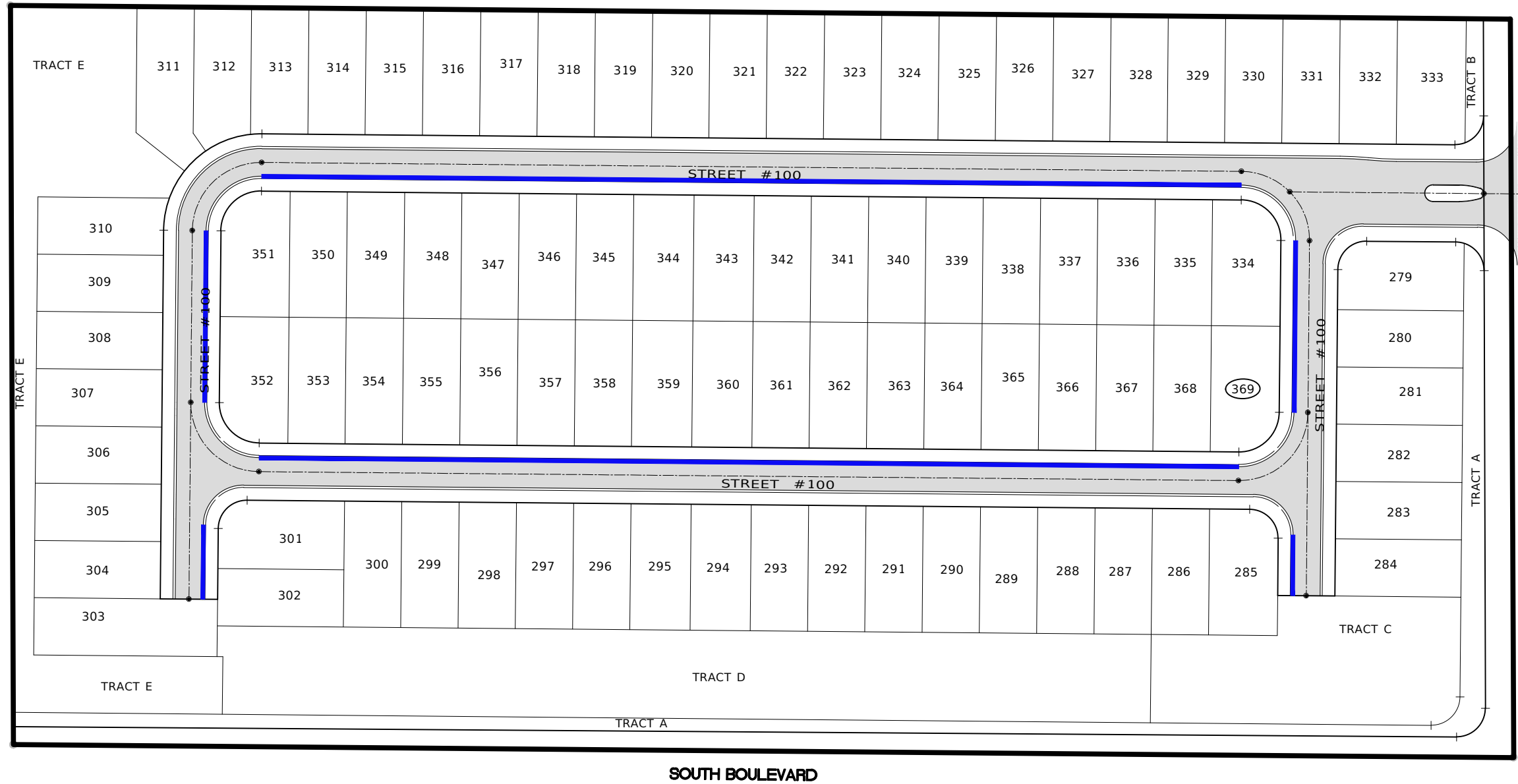
**EXHIBIT B  
 OVERNIGHT  
 PARKING**

**1 OF 2**

Dennis L. Wood, Esquire of Florida

LEGEND

OVERNIGHT PARKING ALLOWED BY RESIDENTS OR PERMITS



OFFICE: (863) 940-2040  
FAX: (863) 940-2044  
CELL: (863) 662-0018  
1925 BARTOW ROAD  
LAKELAND, FL 33801  
DENNIS WOOD, PROFESSIONAL ENGINEER  
EMAIL: denniswoodengineering@gmail.com



**ORCHID GROVE**  
CITY OF DAVENPORT  
POLK COUNTY, FLORIDA

NOT VALID WITHOUT SEAL  
DENNIS L. WOOD, P.E. #17646 (FL) DATE

**EXHIBIT B  
OVERNIGHT  
PARKING**



**Davenport Road South  
Community Development District**

**PFM Fee Letter**



July 22, 2020

Mr. Warren K. Heath  
Chairman of the Board of Supervisors  
Davenport Road South Community Development District  
12051 Corporate Boulevard  
Orlando, FL 32817

Dear Mr. Heath:

**pfm**

---

12051 Corporate Blvd.  
Orlando, FL 32817  
407.723.5900

---

**pfm.com**

Thank you for the opportunity to continue serving as District Manager to the Davenport Road South Community Development District (the "District"). The agreement in place between our firm and the District dated January 10, 2019 provides for the review and adjustment annually of our fees pursuant to the District's annual budget process. We are respectfully requesting a fee increase from \$20,000 to \$30,000 for the year.

Please note this change will be effective on the billing for October 2020, in conjunction with the District's new Fiscal Year.

Provided the changes are acceptable, please have an authorized official of the District sign and return a copy of this letter to us to acknowledge the increase.

Sincerely,  
**PFM GROUP CONSULTING LLC**

---

Senior Managing Consultant

Accepted by:

---

(Signature)

---

(Print Name)

---

(Date)

**Davenport Road South  
Community Development District**

**Agreement between the District and VGlobalTech  
for Website Maintenance Services**

**FIRST ADDENDUM TO THE AGREEMENT BETWEEN THE DAVENPORT ROAD SOUTH  
COMMUNITY DEVELOPMENT DISTRICT AND NEWAGETUTORS LLC, D/B/A VGLOBALTECH, FOR  
WEBSITE AUDITING, REMEDIATION, AND MAINTENANCE SERVICES**

This First Addendum (“First Addendum”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between:

**DAVENPORT ROAD SOUTH COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government, established and existing pursuant to Chapter 190, *Florida Statutes*, with a mailing address of 12051 Corporate Boulevard, Orlando, Florida 32817 (the "**District**"), and

**NEWAGETUTORS LLC, D/B/A VGLOBALTECH**, a Florida limited liability company, with a mailing address of 636 Fanning Drive, Winter Springs, Florida 32708 ("**Contractor**" and, together with the District, the "**Parties**").

**RECITALS**

**WHEREAS**, the District and the Contractor entered into that *Agreement between the Davenport Road South Community Development District and NewAgeTutors LLC, D/B/A VGlobalTech, for Website Auditing, Remediation and Maintenance Services*, dated \_\_\_\_\_ (the “Agreement”), incorporated herein by this reference; and

**WHEREAS**, Section 10(M) of the Agreement provides that the Agreement may be amended by an instrument in writing executed by both Parties; and

**WHEREAS**, the Parties desire to amend the Agreement to provide for additional services including additional maintenance, website hosting and e-mail hosting and related support, as more particularly described in Contractor’s proposal for services attached hereto as **Exhibit A** and incorporated herein by this reference; and

**WHEREAS**, each of the Parties hereto has the authority to execute this First Addendum and to perform its obligations and duties hereunder, and each Party has satisfied all conditions precedent to the execution of this First Addendum so that this First Addendum constitutes a legal and binding obligation of each Party hereto.

**NOW, THEREFORE**, based upon good and valuable consideration and the mutual covenants of the Parties, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**SECTION 1. RECITALS.** The recitals stated above are true and correct and by this reference are incorporated into and form a material part of this First Addendum.

**SECTION 2. AFFIRMATION OF THE AGREEMENT.** The District and Contractor agree that nothing contained herein shall alter or amend the Parties’ rights and obligations under the Agreement, except to the extent set forth in Section 3 of this First Addendum. The Agreement is hereby affirmed and continues to constitute a valid and binding agreement between the Parties,

including but not limited to provisions regarding ADA and WCAG standards, public records, indemnification, and sovereign immunity. To the extent any of the provisions of this First Addendum or the Agreement conflict with the provisions of **Exhibits A** attached hereto, this First Addendum and the Agreement shall control.

**SECTION 3. AMENDMENTS.** Pursuant to Section 10(M) of the Agreement, the Agreement is hereby amended as follows:

**A.** The Agreement is hereby amended to add additional scope of services pursuant to Contractor's proposal attached hereto as **Exhibit A**. Such services shall also include hosting and maintaining the District's website consistent with ADA and WCAG standards, as such terms are defined in the Agreement, including but not limited to:

**i.** securing "https" certification (or continued provision of same) and provide premium, secure "cloud" hosting with fail-over, automated, and regular back-up measures to ensure continued functionality and accessibility of the website;

**ii.** providing unlimited file space, bandwidth, fast website response, and 99% website uptime;

**iii.** providing an e-mail account and an archiving system which will allow the District, its supervisors, staff or representatives, to respond to public records requests and maintain e-mails in compliance with applicable records retention law; and

**iv.** providing any and all other efforts reasonably necessary to allow the District to receive the maximum benefit of the additional services contemplated by this First Addendum and the Agreement.

**B.** Compensation for the services shall be amended in accordance with **Exhibit A**. Such payment shall be due and payable in accordance with the terms of the Agreement.

**C.** All additional services provided pursuant to this First Addendum shall meet the ADA and WCAG standards, as such terms are defined in the Agreement.

**SECTION 4. EFFECTIVE DATE.** This First Addendum shall be effective upon execution by both Parties hereto, effective as of the date and year first written above.

*[Remainder of this page intentionally left blank]*

**IN WITNESS WHEREOF**, the Parties hereto have signed this First Addendum to the Agreement on the day and year first written above.

ATTEST:

**DAVENPORT ROAD SOUTH  
COMMUNITY DEVELOPMENT  
DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chairperson, Board of Supervisors

WITNESS:

**NEWAGETUTORS LLC, D/B/A  
VGLOBALTECH**, a Florida limited  
liability company

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

\_\_\_\_\_  
By: Vaibhav V. Joshi, Manager

**Exhibit A:** Proposal for Additional Services

# Exhibit A

## Website Maintenance Proposal For Davenport Road South CDD

Date	Version#	Comments	Author
May 13, 2020	1.0	Created Proposal	VB Joshi



*VGlobalTech is the ADA, WCAG Compliance Expert and leading Web design company, with over 300 ADA & WCAG compliant websites created (...and counting) to-date! We have partnered with a non-profit agency to conduct Human Audit and Certification Seal. Visit <https://vglobaltech.com/website-compliance/> for details.*

## 1.0 Pricing

### 1.1 Monthly Maintenance, Hosting and Email Support

Maintenance contract is required for VGlobalTech's proprietary document conversion software (PDF to RTF) to be used that allows faster, accurate and batch processing for document conversion.

	Task
1.	Full content upload support to regularly keep site updated (includes all documents, audit reports, agendas, meeting minutes, events etc). <b>Update turnaround time – less than 24 hrs from customer sending the content and documents to be updated to VGT team.</b>
2.	PDF Documents conversion (to Text, HTML etc) as needed ( <b>new documents during the maintenance year only</b> ) for ADA Compliance / Reader Compliance. VGlobalTech's <b>proprietary batch conversion software</b> shall be used by our team for faster batch-conversion processing as long as the contract is valid (big time saver that creates compliant documents that can be uploaded to the website). If Auto conversion fails, VGlobalTech team shall perform manual OCR and conversion within 24 hrs.
3.	Email accounts setup and support
<p><b>Total Monthly Maintenance with full content upload, document conversion:</b> <b>\$100 / month</b></p> <p>*support beyond 10 hrs. / month / CDD shall be billed at \$55 / hr. separately (VGlobalTech team shall be responsible to track and report hours exceeded, if any) ***Monthly maintenance must be paid before the 10<sup>th</sup> of every month</p>	



This proposal includes following points, stipulations terms and conditions:

\*(1) conference call or in person meetings per month with client to review metrics, results and monthly recaps *\*unless otherwise noted*

\* email and phone communication

\*Anything out of the scope of work in the above proposal will be addressed and client will be immediately notified. After notification of additional work, a subsequent quote will be provided to cover that work.

\*Client is responsible to adhering to timelines as far as information required to complete the task is concerned. If timelines are not adhered to and exceed 15 business days past the current marketing months, last day, all work will end. A new month with new allocated costs will be presented for future work to commence. No refunds and owed work will be due unless otherwise agreed upon. **An Invoice will be provided once signature approval of this project proposal. Payments will be made to VGLOBALTECH**

\*Client is responsible for verifying quality of work, providing feedback, verifying that compliance has been met as required. VGlobalTech team shall not be responsible for any legal ramifications arising from work not done as per external agencies / organizations / associations needs if proper feedback is not provided by the customer. VGlobalTech's work will be in best faith but cannot guarantee all compliance / legal needs since we are not the final authority in the ADA or WCAG compliance area. VGlobalTech shall not be liable for any legal ramifications arising from compliance issues and cannot be held responsible for any legal or other lawsuits.

Refund Policy: The client may halt work and request for a refund within seven days of the date of signing this services agreement by mailing a signed letter to the main address listed on [www.VGlobalTech.com](http://www.VGlobalTech.com) website. If client requests a refund within seven days of the date of signing their agreement, they shall be liable to pay for all work completed and will be refunded the remaining balance of the initial payment if billable work has not exceeded a charge that would be greater than client's initial payment. If client requests a refund after the seven days from the date of the signing of the agreement client is liable to pay for all work completed plus an additional 25% of any remaining balance that may still be due. Once line item projects are complete no refunds will be issued. Confidentiality: All information between client and service provider inclusive of technical and business information relating to proprietary ideas, patentable ideas and/or trade secrets, existing and/or contemplated products and services, research and development, production, costs, profit and margin information, finances and financial projections, customers, clients, marketing, and current or future business plans and models, regardless of whether such information is designated as "Confidential Information" at the time of its disclosure and will be treated as such and with absolute confidentiality and will not be shared or used, which will be maintained at all times. The client is not allowed to disclose their price with any third parties. Doing so is in breach of this agreement. All information development will be shared and proprietary information and property between client and service providers.

---

# Website Maintenance Proposal For

## Davenport Road South CDD

Date	Version#	Comments	Author
May 13, 2020	1.0	Created Proposal	VB Joshi



BBB Rating: A+  
Click for Profile

***VGlobalTech is the ADA, WCAG Compliance Expert and leading Web design company, with over 300 ADA & WCAG compliant websites created (...and counting) to-date! We have partnered with a non-profit agency to conduct Human Audit and Certification Seal. Visit <https://vglobaltech.com/website-compliance/> for details.***

COPYRIGHT ©: This proposal and the contents within this document are solely created by VGlobalTech team for its customers and **cannot be reproduced, copied, modified or distributed (including forwarding to other customers, competitors, web designers etc.) without the written consent of VGlobalTech.** VGlobalTech company holds Intellectual Property\* details along with company software details that must not be shared with others without the written permission of the company. The proposal and software details are customized for the requesting customer and cannot be applied to any other customer / asset / solution. This document does not apply to a case if it is not exclusively sent to you by VGlobalTech upon request.

**Any violations are punishable under the law and shall be prosecuted.**

*\* VGlobalTech has developed unique ADA and WCAG compliance expertise, optimized website templates, compliance multi-step procedure and quality control, document conversion software and test procedures. Contact us for details of VGlobalTech's Intellectual Property.*

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2.0 Proposal Acceptance:.....6

## 1.0 Pricing

### 1.1 Monthly Maintenance, Hosting and Email Support

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2.	PDF Documents conversion (to Text, HTML etc) as needed ( <b>new documents during the maintenance year only</b> ) for ADA Compliance / Reader Compliance. VGlobalTech's <b>proprietary batch conversion software</b> shall be used by our team for faster batch-conversion processing as long as the contract is valid (big time saver that creates compliant documents that can be uploaded to the website). If Auto conversion fails, VGlobalTech team shall perform manual OCR and conversion within 24 hrs.
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	<p><b>Total Monthly Maintenance with full content upload, document conversion:</b> <b>\$100 / month</b></p> <p>*support beyond 10 hrs. / month / CDD shall be billed at \$55 / hr. separately (VGlobalTech team shall be responsible to track and report hours exceeded, if any) ***Monthly maintenance must be paid before the 10<sup>th</sup> of every month</p>

This proposal includes following points, stipulations terms and conditions:

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**2.0 Proposal Acceptance:**

The VGlobalTech proposed solution and terms have been accepted by the customer and the VGlobalTech can proceed with the project. All payments shall be made according to this agreement.

**Website, Monthly Maintenance w/ Hosting and Email support**

**Signatures:**

---

For Customer *Date*

VB Joshi  

---

For VGlobalTech *Date*

**Davenport Road South  
Community Development District**

**ADA Compliant Access Ramp**

*(provided under separate cover)*



**Davenport Road South  
Community Development District**

**Pool Gate Extension**

*(provided under separate cover)*

**Davenport Road South  
Community Development District**

**Agreement between the District and Fuqua  
Janitorial Services**

**TEMPORARY AMENDMENT TO THE AGREEMENT BETWEEN DAVENPORT  
ROAD SOUTH COMMUNITY DEVELOPMENT DISTRICT AND FUQUA  
JANITORIAL SERVICES FOR JANITORIAL MAINTENANCE SERVICES**

THIS TEMPORARY AMENDMENT (“Temporary Amendment”) is made and entered into this 26 day of June, 2020, by and between:

**DAVENPORT ROAD SOUTH COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in the City of Davenport, Florida, with an address of c/o District Manager, PFM Group Consulting LLC, 12051 Corporate Boulevard, Orlando, Florida 32817 (“District”); and

**ALTHEA JEAN FUQUA D/B/A FUQUA SUPPLY & SERVICE D/B/A FUQUA JANITORIAL SERVICES**, with a mailing address of 5962 Murphy Road, Bartow, Florida 33830 (“Contractor,” together with District, “Parties”).

**RECITALS**

**WHEREAS**, the District is a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes*, and located in the City of Davenport, Florida; and

**WHEREAS**, the District and Contractor previously entered into an agreement dated April 7, 2019, for provision of janitorial maintenance services (“Agreement”), which Agreement is attached hereto as **Exhibit A**, and incorporated by reference herein; and

**WHEREAS**, the District desires to temporarily increase the frequency of the janitorial maintenance services and price for same in anticipation of re-opening of its facilities in accordance with the Directives (defined herein) during the COVID-19 pandemic; and

**WHEREAS**, the Contractor represents that it is qualified to provide the additional janitorial maintenance services, including additional cleaning and disinfecting services during COVID-19 pandemic in accordance with the Directives, and has agreed to provide to the District those services identified in **Exhibit B**, attached hereto and incorporated by reference herein (“Temporary Services”); and

**WHEREAS**, the Parties now desire to amend the Agreement to temporarily change the frequency of the services and price for same.

**NOW, THEREFORE**, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

**1. RECITALS.** The recitals stated above are true and correct and by this reference are incorporated herein and form a material part of this Temporary Amendment.

**2. AFFIRMATION OF THE AGREEMENT.** The District and the Contractor agree that nothing contained herein shall alter or amend the Parties' rights, responsibilities and obligations under the Agreement, except to the extent set forth in Section 3 of this Temporary Amendment. The Agreement is hereby affirmed and continues to constitute a valid and binding agreement between the Parties.

**3. TEMPORARY AMENDMENT.** For the duration of this Temporary Amendment, the description of services, compensation, and term of the Agreement shall be amended to include the following supplemental provisions:

**A.** Contractor understands and acknowledges that during the COVID-19 pandemic, the District plans to re-open its facilities in phases, in accordance with applicable Federal, State and local governmental directives, including but not limited to Executive Orders issued by Governor DeSantis regarding COVID-19 public health emergency, state and local emergency declarations regarding COVID-19 public health emergency and protocols and guidelines provided by the Center for Disease Control and Prevention, all as extended or supplemented (collectively, "Directives"). During the phased re-opening of the District's facilities in accordance with the Directives, Contractor shall provide professional janitorial maintenance services as provided in **Exhibit B** to this Temporary Amendment seven (7) days per week, as such schedule shall be coordinated with and confirmed by the District Manager.

**B.** Contractor understands and acknowledges that the professional janitorial maintenance services provided for the duration of this Temporary Amendment shall, at minimum, meet those cleaning and disinfecting protocols and guidelines recommended by the Center for Disease Control and Prevention, including but not limited to using disinfectants listed under "List N: Disinfectants for Use Against SARS-CoV-2 (COVID-19)" published by the United States Environmental Protection Agency, as such list is available at the following link: <https://www.epa.gov/pesticide-registration/list-n-disinfectants-use-against-sars-cov-2-covid-19>.

**C.** As compensation for the Temporary Services, the District shall pay Contractor Seventy Dollars and 00/100 (\$70.00), per cleaning of pool facilities, an amount not to exceed Two Thousand One Hundred Twenty-One Dollars and 70/100 (\$2121.70), per month as scheduled in accordance with Section 3.A. of this Temporary Amendment.

**4. COUNTERPARTS.** This Temporary Amendment may be executed in one or more counterparts which, when taken together, shall constitute one and the same instrument.

**5. EFFECTIVE DATE; TERM.** This Temporary Amendment shall be effective as of the day and year first written above and shall remain in force and effect until further written notice from the District. Upon written notice from the District providing that Contractor may resume the service levels provided in the Agreement, this Temporary Amendment shall be deemed terminated and the provision of services, including price and frequency of services, shall revert back to the terms provided in the Agreement.

**IN WITNESS WHEREOF,** the Parties execute this Temporary Amendment to be effective the day and year first written above.

ATTEST:

**DAVENPORT ROAD SOUTH COMMUNITY  
DEVELOPMENT DISTRICT**

  
Secretary/Assistant Secretary

  
Chairperson, Board of Supervisors

WITNESS:

**ALTHEA JEAN FUQUA D/B/A FUQUA SUPPLY &  
SERVICE D/B/A FUQUA JANITORIAL SERVICES**



\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name of Witness

**Exhibit A:** Agreement

**Exhibit B:** Contractor's Proposal for additional Temporary Services

**Exhibit A**



**Fuqua Janitorial Services**  
5962 Murphy Road  
Bartow, FL 33830  
(863) 651-9348

**ESTIMATE**

**ADDRESS**  
DAVENPORT ROAD SOUTH  
CDD  
12051 CORPORATE BLVD.  
ORLANDO, FL 32817

**SHIP TO**  
DAVENPORT ROAD SOUTH  
CDD  
940 ORCHID GROVE BLVD.  
DAVENPORT, FL 33837

**ESTIMATE # 1043**  
**DATE 04/07/2019**

QTY	DESCRIPTION	NET PRICE	EXT PRICE
1	CLUBHOUSE CLEANING ON MON., WED. AND FRI. (RATE IS PER CLEANING) EACH CLEANING INCLUDES: BATHROOMS CLEANED/SANITIZED AND RESTOCKED AS NEEDED, FLOORS TO BE SWEEPED AND MOPPED, COBWEB INSIDE AND OUTSIDE BATHROOMS, ALL TABLES AROUND COMMON AREA TO BE CLEANED, COMMON AREA FLOORS TO BE SWEEPED OR HOSED DOWN AND ALL TRASH CANS TO BE EMPTIED. SUPPLIES INCLUDED IN PRICE: PAPER TOWELS, TOILET PAPER, FEMININE BAGS, URINAL SCREENS, SOAP, 24X32 CAN LINERS AND 40X48 CAN LINERS. INITIAL CLEAN TO BE DETERMINED IF NEEDED	85.00	85.00
<b>TOTAL</b>			<b>\$85.00</b>

Accepted By

A handwritten signature in blue ink, appearing to read "W. K. [unclear]", with a horizontal line underneath.

Accepted Date

**Exhibit B**



**Commercial Cleaning Services &  
Floor Care**

5962 Murphy Road, Bartow, FL 33830 • Ph: 863-651-9348

**Estimate**

**ADDRESS**

***940 ORCHID GROVE BLVD  
DAVENPORT, FL***

**ESTIMATE # 2088**

**DATE OF ESTIMATE 6/16/2020**

***SCOPE OF WORK***

- All restrooms to be sanitized daily with bleach vacuum and mopping restroom floors with sanitary cleaner
- Restock consumables as needed
- Keep all water fountains sanitized and clean
- Keep all tables under and around pool patio sanitized
- Keep all trash emptied and removed from premises.
- Keep pool chairs sanitized to the best of our ability daily according to chairs and tables not occupied during our time on site.

Cost of services-	\$70.00 per clean
Number of days of services	7 days a week
Total cost of services for the month	\$2121.70

**Davenport Road South  
Community Development District**

**Agreement between the District and Prince and  
Sons, Inc.**



**LANDSCAPE MAINTENANCE AGREEMENT BY AND BETWEEN THE  
DAVENPORT ROAD SOUTH COMMUNITY DEVELOPMENT DISTRICT AND  
PRINCE AND SONS, INC.**

THIS AGREEMENT (“Agreement”) is made and entered into as of 15<sup>th</sup> day of June, 2020, by and between:

**DAVENPORT ROAD SOUTH COMMUNITY DEVELOPMENT DISTRICT**, a special-purpose unit of local government established and existing pursuant to Chapter 190, *Florida Statutes*, with a mailing address of 12051 Corporate Boulevard, Orlando, Florida 32817 (the “District”); and

**PRINCE AND SONS INC.**, a Florida corporation, with a mailing address of 200 South F Street, Haines City, Florida 33844 (the “Contractor” and, together with the District, the “Parties”).

**RECITALS**

**WHEREAS**, the District was established by ordinance of the Board of City Commissioners of the City of Davenport, Florida, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

**WHEREAS**, the District desires to retain an independent contractor to provide Services for those lands known as Davenport Road South within the District, and further identified in this Agreement; and

**WHEREAS**, Contractor represents that it is qualified to serve as a landscape maintenance contractor and has agreed to provide to the District those services as more particularly described in Contractor’s proposal attached hereto as **Exhibit A**, and incorporated herein (“Services”); and

**WHEREAS**, the District finds that entering into this Agreement with Contractor to provide Services is in the best interest of the District.

**NOW, THEREFORE**, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

**1. INCORPORATION OF RECITALS.** The recitals stated above are true and correct and by this reference are incorporated herein and form a material part of this Agreement.

**2. DESCRIPTION OF WORK AND SERVICES.**

**A.** The District desires that the Contractor provide professional Services within presently accepted industry standards. Upon all Parties executing this Agreement, the Contractor shall provide the District with the specific services as set forth in this Agreement and the Exhibits attached hereto.

- B. While providing the services identified in this Agreement, the Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Services to the sole satisfaction of the District.
- C. The Contractor shall provide the specific professional Services as described in Paragraph 3 of this Agreement.

**3. SCOPE OF SERVICES.** The duties, obligations, and responsibilities of the Contractor are those described in this Agreement and the attached Exhibits. Contractor agrees to provide such Services for the lands identified by highlights in the Service Area Map attached hereto as **Exhibit B**. Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District.

**4. MANNER OF CONTRACTOR'S PERFORMANCE.** The Contractor agrees, as an independent contractor, to undertake work and/or perform or have performed such Services as specified in this Agreement or any addendum executed by the Parties or in any authorized written work order by the District issued in connection with this Agreement and accepted by the Contractor. All work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with presently accepted industry standards. The performance of all Services by the Contractor under this Agreement and related to this Agreement, including any additional services or work authorized by an amendment, addendum or work authorizations issued pursuant to this Agreement, shall conform to any written instructions issued by the District.

- A. Should any work and/or services be required which are not specified in this Agreement or any written amendment, addenda or work authorization but which are nevertheless necessary for the proper provision of services to the District, such work or services shall be fully performed by the Contractor as if described and delineated in this Agreement.
- B. The Contractor agrees that the District shall not be liable for the payment of any work or services unless the District, through an authorized representative of the District, authorizes the Contractor, in writing, to perform such work.
- C. The District shall designate in writing a person to act as the District's representative with respect to the Services to be performed under this Agreement. The District's representative shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contractor's services.
  - (1) The District hereby designates the District Manager and his or her representative to act as the District's representative.

- (2) The Contractor agrees to meet with the District's representative no less than one (1) time per month to walk the property to discuss conditions, schedules, and items of concern regarding this Agreement.
- D. In the event that time is lost due to heavy rains ("Rain Days"), the Contractor agrees to reschedule its employees and divide their time accordingly to complete all scheduled services during the time during the same week as any Rain Days. The Contractor shall provide services on Saturdays if needed to make up Rain Days, but shall not provide services on Sundays.
- E. Contractor shall use all due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours.
- F. Contractor shall be obligated to ensure that all trees, plants or other vegetation that are located near any roadways and being maintained in accordance with this Agreement comply with all local, State and Federal line-of-sight requirements, among any other applicable regulations.

**5. COMPENSATION; TERM.**

- A. As compensation for services described in this Agreement, the District agrees to pay the Contractor based on services to each of the Service Areas described in Exhibits A & B as follows:
  - (1) **Common Area** - Two Thousand Eight Hundred Dollars and 00/100 (\$2,800.00) per month for an annual total of Thirty Three Thousand Six Hundred Dollars and 00/100 (\$33,600.00), as more particularly set forth in **Exhibit A**. Work shall commence upon execution of this Agreement and shall continue for a period of twelve (12) months, unless terminated earlier in accordance with Section 13 below or renewed in accordance with Section 5(B), below.
  - (2) **Amenity Area** - One Thousand One Hundred Twenty Dollars and 00/100 (\$1,120.00) per month for an annual total of Thirteen Thousand Four Hundred Eighty Dollars 00/100 (\$13,480.00), as more particularly set forth in **Exhibit A**. Work shall commence upon execution of this Agreement and shall continue for a period of twelve (12) months, unless terminated earlier in accordance with Section 13 below or renewed in accordance with Section 5(B), below.

- B. This Agreement may be renewed for four (4) additional one (1)-year terms by a written agreement duly executed by the Parties, at the prices provided in Section 5(A) above. Such renewals shall be contingent upon satisfactory performance evaluations by the District and subject to the availability of funds.
- C. If the District should desire additional work or services, or to add additional lands to be maintained, the Contractor agrees to negotiate in good faith to undertake such additional work or services in accordance with the unit prices set forth in **Exhibit A** or upon a negotiated price between the Parties. Upon successful negotiations, the Parties shall agree in writing to an addendum, addenda, work authorization(s) or change order(s) to this Agreement. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the Parties and agreed to in writing.

Additional services not included in the Scope of Services can be provided by the Contractor. However, no additional services shall be provided by the Contractor unless done at the written direction of the District. Fees for such additional services shall be as provided for in the attached Exhibit, or, if not identified, as negotiated between the District and the Contractor.

- D. The District may require, as a condition precedent to making any payment to the Contractor, that all subcontractors, materialmen, suppliers or laborers be paid and require evidence, in the form of Lien Releases or partial Waivers of Lien, to be submitted to the District by those subcontractors, materialmen, suppliers or laborers, and further require that the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Worker's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.
- E. The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. These monthly invoices are due and payable within forty-five (45) days of receipt by the District. Each monthly invoice shall include such supporting information as the District may reasonably require the Contractor to provide.

**6. INSURANCE.**

- A.** The Contractor or any subcontractor performing the work described in this Agreement shall maintain throughout the term of this Agreement the following insurance:
- (1)** Worker's Compensation Insurance in accordance with the laws of the State of Florida.
  - (2)** Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability, and covering at least the following hazards:
    - (i)** Independent Contractors Coverage for bodily injury and property damage in connection with subcontractors' operation.
  - (3)** Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.
  - (4)** Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.
- B.** The District, its staff, consultants, agents and supervisors shall be named as additional insureds and certificate holders. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of at least A-VII.
- C.** If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

**7. INDEMNIFICATION.**

- A.** Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.
- B.** Contractor agrees to defend, indemnify and hold harmless the District and its officers, agents, staff and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or of any nature, arising out of, or in connection with, wholly or in part by, the work to be performed by Contractor. Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, *Florida Statutes*, or other statute. Any subcontractor retained by the Contractor shall acknowledge in writing such subcontractor's acceptance of the terms of this Section 7.

**8. COMPLIANCE WITH GOVERNMENTAL REGULATION.** The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances. If the Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective immediately upon the giving of notice of termination.

**9. LIENS AND CLAIMS.** The Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Contractor shall keep the District's property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving of notice of termination.

**10. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE.** A default by either Party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or

specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

**11. CUSTOM AND USAGE.** It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

**12. SUCCESSORS.** This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.

**13. TERMINATION.** The District agrees that the Contractor may terminate this Agreement with cause by providing thirty (30) days' written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement; and that the Contractor may terminate this Agreement for any reason by providing ninety (90) days' written notice of termination to the District. The Contractor agrees that the District may terminate this Agreement immediately with cause by providing written notice of termination to the Contractor. The District may terminate this Agreement without cause by providing thirty (30) days' written notice of termination to the Contractor. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor.

**14. PERMITS AND LICENSES.** All permits and licenses required by any governmental agency directly for the District shall be obtained and paid for by the District. All other permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

**15. ASSIGNMENT.** Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other. Any purported assignment without such written approval shall be null and void.

**16. INDEPENDENT CONTRACTOR STATUS.** In all matters relating to this Agreement, the Contractor shall be acting as an independent contractor. Neither the Contractor nor employees of the Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create

any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

**17. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

**18. ENFORCEMENT OF AGREEMENT.** In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees, paralegal fees and costs for trial, alternative dispute resolution, or appellate proceedings.

**19. AGREEMENT.** This instrument, together with its Exhibit, shall constitute the final and complete expression of this Agreement between the District and the Contractor relating to the subject matter of this Agreement. Exhibits attached hereto are provided to clarify the terms of the Agreement. To the extent that any terms and provisions of Exhibit A and Exhibit B conflict with the terms and provisions of this Agreement, this Agreement shall control.

**20. AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Contractor.

**21. AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Contractor, both the District and the Contractor have complied with all the requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this instrument.

**22. NOTICES.** All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the Parties, as follows:

**A. If to the District:** Davenport Road South Community  
Development District  
c/o PFM Group  
12051 Corporate Boulevard  
Orlando, Florida 32817  
Attn: District Manager

**With a copy to:** Hopping Green & Sams, P.A.  
119 South Monroe Street, Suite 300 (32301)  
Post Office Box 6526  
Tallahassee, Florida 32314  
Attn: District Counsel



**B. If to the Contractor:** Prince and Sons Inc.  
200 South F Street  
Haines City, Florida 33844  
Attn: Ian Prince

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Contractor may deliver Notice on behalf of the District and the Contractor. Any Party or other person to whom Notices are to be sent or copied may notify the other Parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the Parties and addressees set forth herein.

**23. THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the District and the Contractor and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Contractor any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Contractor and their respective representatives, successors, and assigns.

**24. CONTROLLING LAW; VENUE.** This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. The exclusive venue for any dispute arising under this Agreement shall be in a court of appropriate jurisdiction in and for Polk County, Florida.

**25. EFFECTIVE DATE.** This Agreement shall be effective upon the date first written above and shall remain in effect for a period of twelve (12) months, unless terminated earlier by either of the District or the Contractor in accordance with the provisions of this Agreement.

**26. PUBLIC RECORDS.** The Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, the Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is Jane Gaarlandt ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable

time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of this Agreement's term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

**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 CUSTODIAN OF PUBLIC RECORDS AT (407) 723-5900, GAARLANDTJ@PFM.COM, OR 12051 CORPORATE BOULEVARD, ORLANDO, FLORIDA 32817.**

27. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

28. **ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. The District and the Contractor participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the Parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

29. **SCRUTINIZED COMPANIES STATEMENT.** The Contractor certifies that it is not in violation of Section 287.135, *Florida Statutes*, and is not prohibited from doing business with the District under Florida law, including but not limited to Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. If Contractor is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate this Agreement.

30. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

IN WITNESS WHEREOF, the Parties execute this Agreement to be effective on the day and year first written above.

ATTEST:

**DAVENPORT ROAD SOUTH  
COMMUNITY DEVELOPMENT  
DISTRICT**

  
Secretary/Assistant Secretary

  
Chairperson, Board of Supervisors

WITNESS:

**PRINCE AND SONS INC., a Florida  
corporation**

  
Print Name: Mari Jimenez

  
Ian B. Prince, President

**Exhibit A: Scope of Services  
Exhibit B: Service Area Map**

**Exhibit A**  
**- Scope of Services**

**Common Areas**

**1. DESCRIPTION OF SERVICES.** Beginning on **May 1st, 2020**, Prince and Sons Inc., will provide the following services (collectively, the "Services"):

**A. MOWING OF TURF AREAS:**

Mowing of all turf areas. Weed-eating (line trimming) & edging shall be performed during each mowing event. St. Augustine grass is to be cut no less than 4", Bahia no less than 3" to foster photosynthesis and strong root development. Blades shall remain sharp always, visible clippings are to be removed to prevent thatch build-up, mower operator will change patterns if possible per service to prevent ruts in turf. Blowing off all hard surfaces shall be performed immediately following each mowing event, clippings are to be kept out of beds and waterways. Trash and small debris on grounds shall be discarded during service.

**B. PRUNING & TRIMMING:**

**Palm Tree trimming \$32.50 per palm. (Billable)**

Selective pruning of all ornamental shrubbery shall be performed at the best time for flower and bud development, foliage growth and as necessary for the health of the plants. Removal & disposal of all generated debris from the property shall be completed following each pruning event.

**C. PLANT BED WEED CONTROL:**

Weed control shall be performed by using both pre-emergence and post-emergence herbicides as needed on all planter beds. Removal & disposal of all generated debris from the property shall be completed following each weeding event.

**D. HORTICULTURAL:**

**Shrubs-** Shall be fertilized **2** times annually April & October with professional products using 100% Poly-Coat. This process ensures year-round feeding of nutrients.

**Turf-** St Augustine Grass shall be fertilized and as prescribed by technician **2** times per year April & October.

**Turf-** Management of turf damaging insects and pests such as Chinch Bugs and Fire Ants suppression **1** time a year, in the month of June. Upon site inspection use top choice for control, billable and upon Manager approval.

**Turf-** All Fungus in turf grass areas shall be controlled annually and treated as needed during growing season. Prince and Sons Inc. rotates active ingredients in our Fungicides to ensure chemical resistance control.

**Shrubs-** All fungus emerging on plants shall be treated and controlled as needed during growing season

#### **E. ANNUALS: SERVICE AVAILABLE UPON REQUEST**

A selection of 000 annuals shall be rotated on the months of January-April-July-October, flowers will be selected to appropriate season and climate. This service requires management approval at a suggested cost of **\$2.00 per 4" pot. (BILLABLE)**

#### **F. MULCHING:**

**TBD** cubic yards of "Small Pine-bark" mulch is to be spread at a rate of **\$45.00** per cubic yard. This service is variable and requires management approval. **(BILLABLE)**

#### **G. IRRIGATION SYSTEM INSPECTIONS:**

Irrigation inspections are to be performed monthly; **12** times per year. A service report from Prince technician is to be completed after each inspection. Any damages sustained to the irrigation system as a direct result of the work by Prince and Sons Inc. shall be repaired at no cost to the customer. Any repairs required due to normal wear, vandalism or "Acts of God" can be completed upon request and shall be billed at actual time and materials at **\$65.00 per hour plus parts.**

### **Amenity Center Area**

**1. DESCRIPTION OF SERVICES.** Beginning on **May 1st, 2020**, Prince and Sons Inc., will provide the following services (collectively, the "Services"):

#### **A. MOWING OF TURF AREAS:**

Mowing of all turf areas. Weed-eating (line trimming) & edging shall be performed during each mowing event. St. Augustine grass is to be cut no less than 4", Bahia no less than 3" to foster photosynthesis and strong root development. Blades shall remain sharp always, visible clippings are to be removed to prevent thatch build-up, mower operator will change patterns if possible per service to prevent ruts in turf. Blowing off all hard surfaces shall be performed immediately following each mowing event, clippings are to be kept out of beds and waterways. Trash and small debris on grounds shall be discarded during service.

#### **B. PRUNING & TRIMMING:**

**Palm Tree trimming \$32.50 per palm. (Billable)**

Selective pruning of all ornamental shrubbery shall be performed at the best time for flower and bud development, foliage growth and as necessary for the health of the plants. Removal & disposal of all generated debris from the property shall be completed following each pruning event.

#### **C. PLANT BED WEED CONTROL:**

Weed control shall be performed by using both pre-emergence and post-emergence herbicides as needed on all planter beds. Removal & disposal of all generated debris from the property shall be completed following each weeding event.

#### **D. HORTICULTURAL:**

**Shrubs-** Shall be fertilized **2** times annually April & October with professional products using 100% Poly-Coat. This process ensures year-round feeding of nutrients.

**Turf-** St Augustine Grass shall be fertilized and as prescribed by technician **2** times per year April & October.

**Turf-** Management of turf damaging insects and pests such as Chinch Bugs and Fire Ants suppression **1** time a year, in the month of June. Upon site inspection use top choice for control, billable and upon Manager approval.

**Turf-** All Fungus in turf grass areas shall be controlled annually and treated as needed during growing season. Prince and Sons Inc. rotates active ingredients in our Fungicides to ensure chemical resistance control.

**Shrubs-** All fungus emerging on plants shall be treated and controlled as needed during growing season

#### **E. ANNUALS: SERVICE AVAILABLE UPON REQUEST**

A selection of **000** annuals shall be rotated on the months of January-April-July-October, flowers will be selected to appropriate season and climate. This service requires management approval at a suggested cost of **\$2.00 per 4" pot. (BILLABLE)**

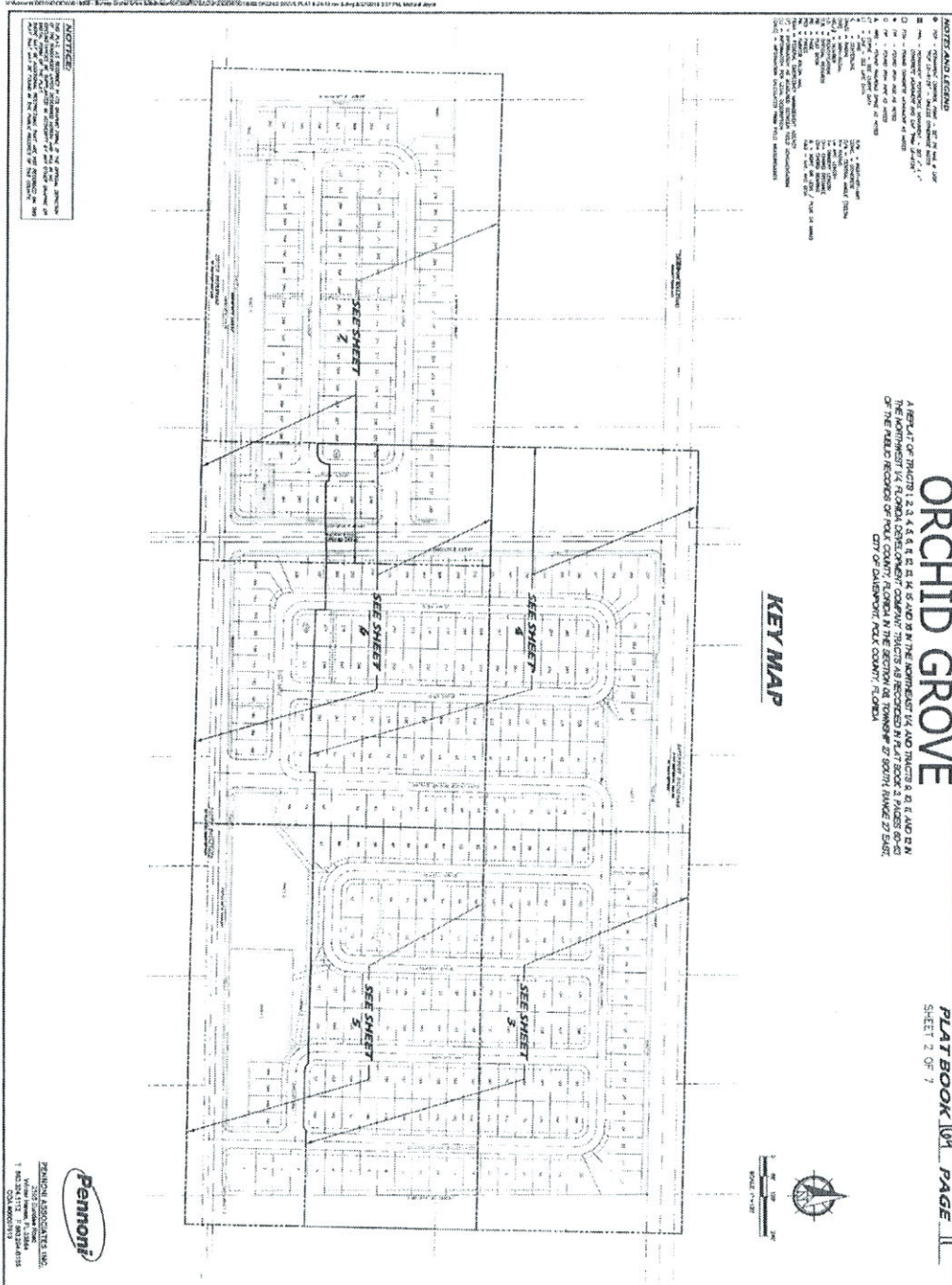
#### **F. MULCHING:**

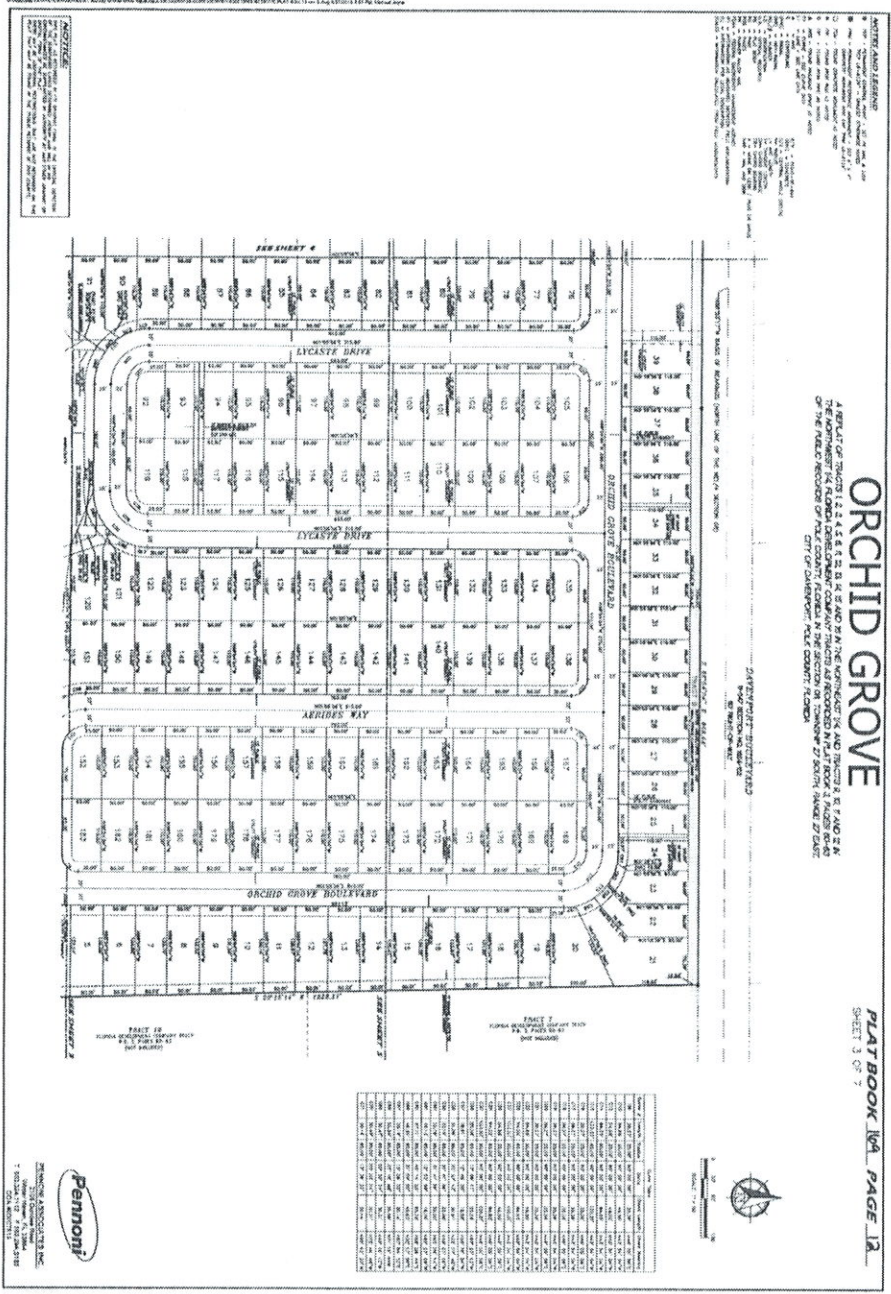
**TBD** cubic yards of "Small Pine-bark" mulch is to be spread at a rate of **\$45.00** per cubic yard. This service is variable and requires management approval. **(BILLABLE)**

#### **G. IRRIGATION SYSTEM INSPECTIONS:**

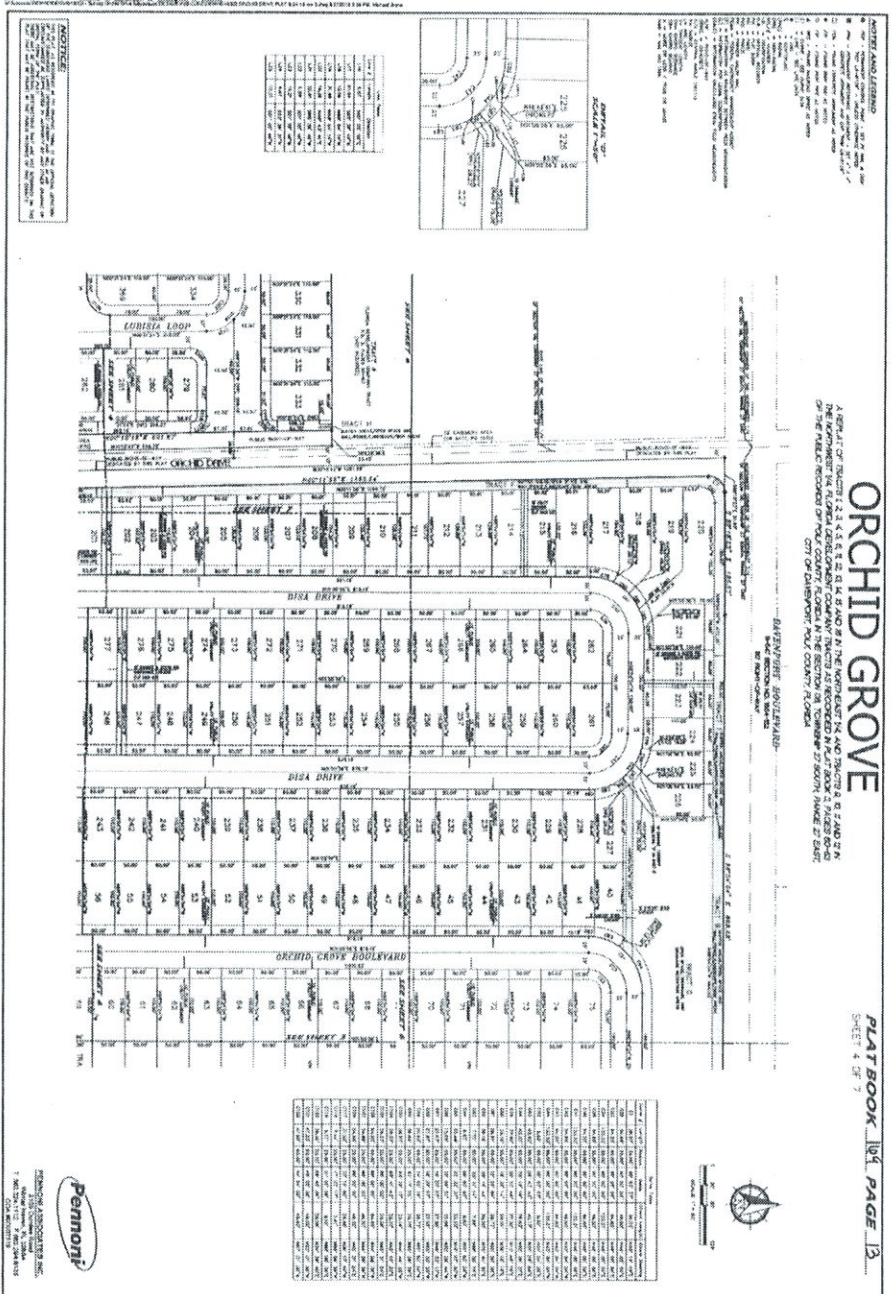
Irrigation inspections are to be performed monthly; **12** times per year. A service report from Prince technician is to be completed after each inspection. Any damages sustained to the irrigation system as a direct result of the work by Prince and Sons Inc. shall be repaired at no cost to the customer. Any repairs required due to normal wear, vandalism or "Acts of God" can be completed upon request and shall be billed at actual time and materials at **\$65.00 per hour plus parts.**

# Exhibit B









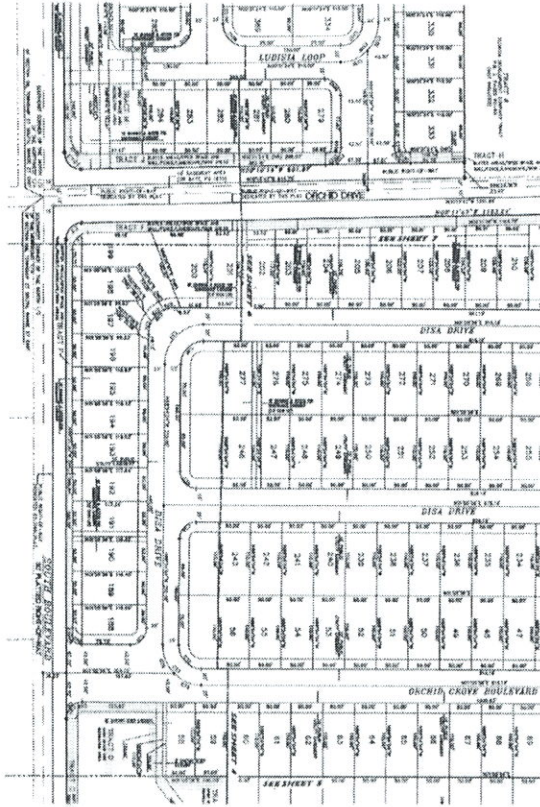
**NOTICE AND LEGEND**

1. The area shown on this plat is the same as that shown on the plat recorded in Public Record Book 104, Page 15.
2. The area shown on this plat is the same as that shown on the plat recorded in Public Record Book 104, Page 15.
3. The area shown on this plat is the same as that shown on the plat recorded in Public Record Book 104, Page 15.
4. The area shown on this plat is the same as that shown on the plat recorded in Public Record Book 104, Page 15.
5. The area shown on this plat is the same as that shown on the plat recorded in Public Record Book 104, Page 15.
6. The area shown on this plat is the same as that shown on the plat recorded in Public Record Book 104, Page 15.
7. The area shown on this plat is the same as that shown on the plat recorded in Public Record Book 104, Page 15.
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9. The area shown on this plat is the same as that shown on the plat recorded in Public Record Book 104, Page 15.
10. The area shown on this plat is the same as that shown on the plat recorded in Public Record Book 104, Page 15.

**ORCHID GROVE**

A PART OF THE PLAT OF THE ORCHID GROVE SUBDIVISION, AS SHOWN ON THE RECORDS OF THE PUBLIC RECORDS OF FLORIDA COUNTY, FLORIDA, IN THE SECTION OF TOWNSHIP 27 NORTH, RANGE 27 EAST, OF THE PUBLIC RECORDS OF FLORIDA COUNTY, FLORIDA.

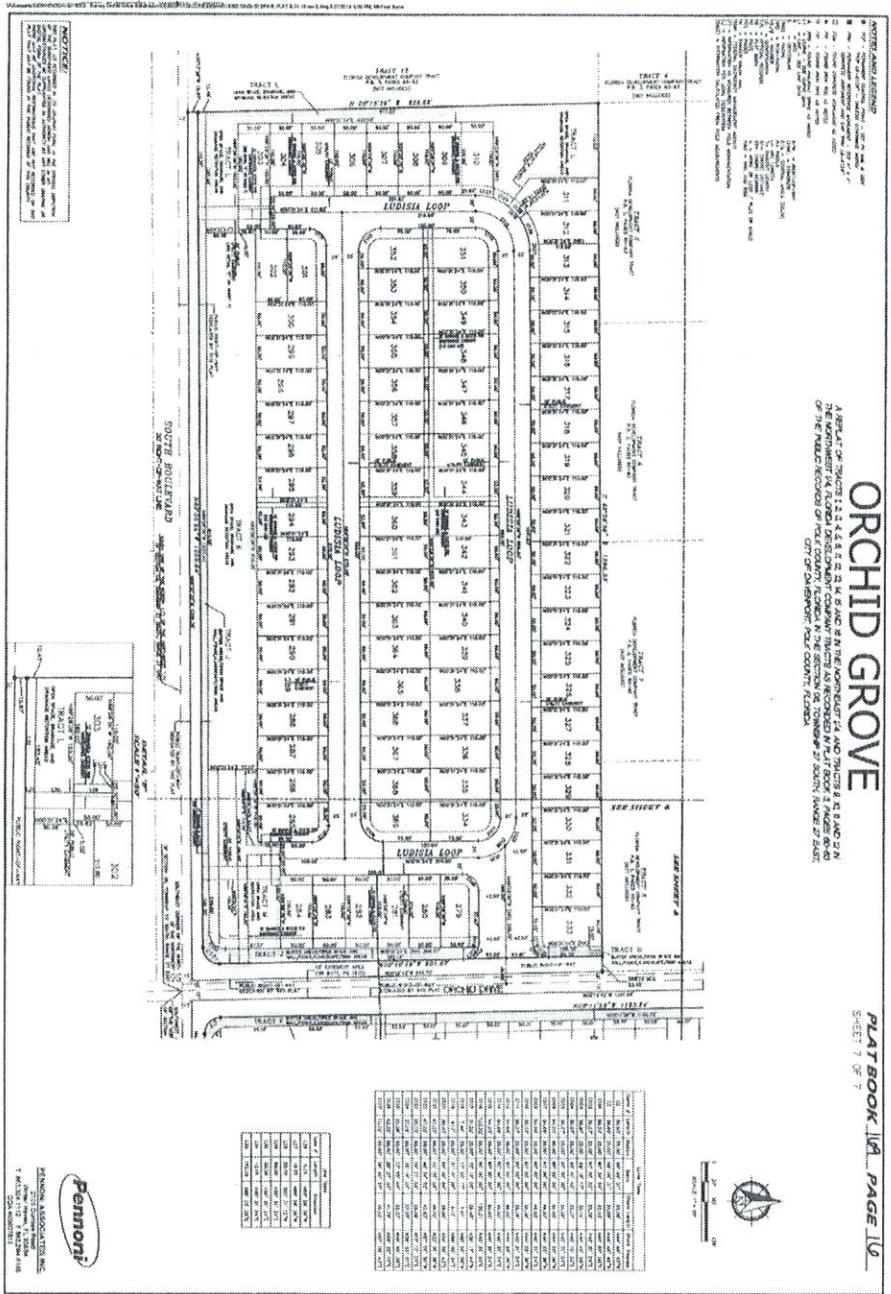
PLAT BOOK 104 PAGE 15  
SHEET 6 OF 7



LOT	AREA	OWNER	REMARKS
1	0.12	...	...
2	0.12	...	...
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99	0.12	...	...
100	0.12	...	...

**NOTICE**  
This plat is subject to the provisions of the Florida Subdivision Law, Chapter 218, Florida Statutes, and the rules and regulations of the Florida Department of Community Affairs, Chapter 61B, Florida Administrative Code.





Book 169 Page 16 CFN#2019180271 Page 8 of 8



200 S F. Street, Haines City, FL 33844 Phone: (863) 422-5207

## Lawn Maintenance Service Contract Agreement

This Lawn Service Contract (this "Contract") is made effective as of May 1<sup>st</sup>, 2020, by and between Davenport Road South CDD of 213 Ludisia Loop Davenport, Fl 33837 and Prince and Sons Inc., of 200 S F Street, Haines City, Florida 33844.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and agreements contained herein, Davenport Road South CDD hires Prince and Sons Inc., and Prince and Sons Inc. agrees to provide Lawn Service to the Davenport Road South CDD at the following location 213 Ludisia Loop Davenport, Fl 33837 -under the terms and conditions hereby agreed upon by the parties:

**1. DESCRIPTION OF SERVICES.** Beginning on May 1<sup>st</sup>, 2020, Prince and Sons Inc., will provide the following services (collectively, the "Services"):

### A. MOWING OF TURF AREAS:

Mowing of all turf areas. Weed-eating (line trimming) & edging shall be performed during each mowing event. St. Augustine grass is to be cut no less than 4", Bahia no less than 3" to foster photosynthesis and strong root development. Blades shall remain sharp always, visible clippings are to be removed to prevent thatch build-up, mower operator will change patterns if possible per service to prevent ruts in turf. Blowing off all hard surfaces shall be performed immediately following each mowing event, clippings are to be kept out of beds and waterways. Trash and small debris on grounds shall be discarded during service.

### B. PRUNING & TRIMMING:

Palm Tree trimming \$32.50 per palm. (Billable)

Selective pruning of all ornamental shrubbery shall be performed at the best time for flower and bud development, foliage growth and as necessary for the health of the plants. Removal & disposal of all generated debris from the property shall be completed following each pruning event.

### C. PLANT BED WEED CONTROL:

Weed control shall be performed by using both pre-emergence and post-emergence herbicides as needed on all planter beds. Removal & disposal of all generated debris from the property shall be completed following each weeding event.

### D. HORTICULTURAL:

**Shrubs-** Shall be fertilized 2 times annually April & October with professional products using 100% Poly-Coat. This process ensures year-round feeding of nutrients.



200 S F. Street, Haines City, FL 33844 Phone: (863) 422-5207

**Turf-** St Augustine Grass shall be fertilized and as prescribed by technician 2 times per year April & October.

**Turf-** Management of turf damaging insects and pests such as Chinch Bugs and Fire Ants suppression 1 time a year, in the month of June. Upon site inspection use top choice for control, billable and upon Manager approval.

**Turf-** All Fungus in turf grass areas shall be controlled annually and treated as needed during growing season. Prince and Sons Inc. rotates active ingredients in our Fungicides to ensure chemical resistance control.

**Shrubs-** All fungus emerging on plants shall be treated and controlled as needed during growing season

**E. ANNUALS: SERVICE AVAILABLE UPON REQUEST**

A selection of 000 annuals shall be rotated on the months of January-April-July-October, flowers will be selected to appropriate season and climate. This service requires management approval at a suggested cost of \$2.00 per 4" pot. (BILLABLE)

**F. MULCHING:**

TBD cubic yards of "Small Pine-bark" mulch is to be spread at a rate of \$45.00 per cubic yard. This service is variable and requires management approval. (BILLABLE)

**G. IRRIGATION SYSTEM INSPECTIONS:**

Irrigation inspections are to be performed monthly; 12 times per year. A service report from Prince technician is to be completed after each inspection. Any damages sustained to the irrigation system as a direct result of the work by Prince and Sons Inc. shall be repaired at no cost to the customer. Any repairs required due to normal wear, vandalism or "Acts of God" can be completed upon request and shall be billed at actual time and materials at \$65.00 per hour plus parts.

**2. INDEPENDENT CONTRACTOR STATUS.** It is understood by the parties that Prince and Sons Inc. is an independent contractor with respect to Davenport Road South CDD, and not an employee of Davenport Road South CDD will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of Prince and Sons Inc.

**3. INJURIES.** Prince and Sons Inc. acknowledges Prince and Sons Inc.'s obligation to obtain appropriate insurance coverage for the benefit of Prince and Sons Inc. (and Prince and Sons Inc.'s employees, if any). Prince and Sons Inc. waives any rights to recovery from Davenport Road South CDD for any injuries that Prince and Sons Inc. (and/or Prince and Sons Inc.'s employees) may sustain while performing services under this Contract and that are a result of the negligence of Prince and Sons Inc. or Prince and Sons Inc.'s employees.

**4. INDEMNIFICATION.** Prince and Sons Inc. agrees to indemnify and hold harmless Davenport Road South CDD from all claims, losses, expenses, fees including attorney fees, costs,



200 S F. Street, Haines City, FL 33844 Phone: (863) 422-5207

and judgments that may be asserted against Davenport Road South CDD that result from the acts or omissions of Prince and Sons Inc., Prince and Sons Inc.'s employees, if any, and Prince and Sons Inc.'s agents.

**5. PERSONNEL DRESS CODE:** Employees shall wear uniforms or professional attire always. Clothing that expresses obscene language or graphics, degrading or demeaning connotations, is strictly prohibited. Prince and Sons Inc. employees shall wear shirts at all times and shall wear footwear that conforms to safe work practices.

**6. ACCOUNT MANAGEMENT:** A Prince and Sons Inc. account manager will be assigned to this property. The account manager shall be a direct point of contact between Davenport Road South CDD and Prince and Sons Inc. We ensure he/she adheres to Best Maintenance Practices and returns all emails and phone calls within a timely professional manner. Each Prince manager has been certified by the Landscape Maintenance Association of Florida through The Department of Agriculture. Each manager continues viable education each year to provide industry leading knowledge and valuable solutions to the customer.

**7. WARRANTY:** Prince and Sons Inc. offers a full 30 days warranty on all new plant's material installed by Prince under our care and maintenance agreement.

**8. INSURANCE.** Prince and Sons Inc. will maintain at all times throughout the term of this agreement the following insurance:

- A. Worker's Compensation Insurance in accordance with the laws of the State of Florida.
- B. Commercial General Liability Insurance covering Prince and Sons Inc., legal liability for bodily injuries, with limits of \$1,000,000 combined single limit bodily injury and property damage liability, and covering at least the following hazards:
  1. Independent Contractors Coverage for the bodily injury and property damage in connection with any subcontractor's operation.
- C. Employer's Liability Coverage with limits of \$1,000,000 per accident or disease.
- D. Automobile Liability Insurance for bodily injuries in limits of \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of resulting from the operation, maintenance, or use by Prince and Sons Inc. of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

**9. ENTIRE AGREEMENT.** This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other contract whether oral or written.



200 S F. Street, Haines City, FL 33844 Phone: (863) 422-5207

**10. SEVERABILITY.** If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**11. APPLICABLE LAW.** This Contract shall be governed by the laws of the State of Florida.

**12. TERMS:** The term of this agreement shall be for twelve **(12)** months, commencing on: **May 1<sup>st</sup>, 2020**, and terminating on: **May 1<sup>st</sup>, 2021**. The Customer shall notify Prince and Sons Inc. in writing of any unsatisfactory work performance or problems and shall allow Prince and Sons Inc. the opportunity to rectify any said problems in a timely manner, agreed to by both parties. This contract includes a thirty (30) day clause, in which it may be cancelled by either party, with just cause and after providing the other party with a thirty (30) day written notice.

**13. PAYMENT FOR SERVICES.** During the term of this agreement, the customer shall pay Prince and Sons Inc. the sum of: **(\$2,800.00) Two Thousand Eight Hundred Dollars and 00/100** per month. As set forth herein on **Exhibit A**. Payments are due the 1<sup>st</sup> day of each month for that month's service. Payments not received within (30) thirty days may be subject to account being placed on hold until account is up to date.

Annual Total Cost: **(\$33,600.00) Thirty-Three Thousand Six Hundred Dollars and 00/100 per year.**

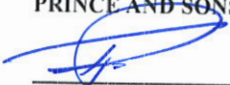
**A. CONDITIONS:**

The monthly installment price for this contract is intended to reflect an equal monthly payment for the service provided for the full term of one year. Upon early cancellation or termination of this contract by either party, Prince and Sons Inc. shall receive the remainder of payment due for services provided. Payment of this amount shall be made by the Customer immediately upon termination. If legal action becomes necessary to collect any portion of this debt, the customer shall be responsible for all court and attorney fees incurred by Prince and Sons Inc. This contract constitutes the complete agreement by both parties hereto regarding the matters set forth herein and supersedes all prior discussions, agreements, arrangements, representations and understandings.



200 S F. Street, Haines City, FL 33844 Phone: (863) 422-5207

PRINCE AND SONS INC.

  
 \_\_\_\_\_  
 Signature Date  
*Ian Prince, President*  
 \_\_\_\_\_  
 Printed Name Title

CUSTOMER (AUTHORIZED SIGNATURE)

\_\_\_\_\_  
 Signature Date  
 \_\_\_\_\_  
 Printed Name Title

Orchid Grove

**EXHIBIT A**

Maintenance Base Price	42 cuts per year	\$2,800.00
	<b>TOTAL ANNUAL COST</b>	<b>\$33,600.00</b>
	<b>TOTAL MONTHLY PAYMENT</b>	<b>\$2,800.00</b>





200 S F. Street, Haines City, FL 33844 Phone: (863) 422-5207

## **Lawn Maintenance Service Contract Agreement**

This Lawn Service Contract (this "Contract") is made effective as of **May 1<sup>st</sup>, 2020**, by and between **Davenport Road South CDD of Davenport, FL 33837** and Prince and Sons Inc., of 200 S F Street, Haines City, Florida 33844.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and agreements contained herein, **Davenport Road South CDD** hires Prince and Sons Inc., and Prince and Sons Inc. agrees to provide Lawn Service to the **Davenport Road South CDD** at the following location **Davenport, FL 33837** -under the terms and conditions hereby agreed upon by the parties:

**1. DESCRIPTION OF SERVICES.** Beginning on **May 1<sup>st</sup>, 2020**, Prince and Sons Inc., will provide the following services (collectively, the "Services"):

### **A. MOWING OF TURF AREAS:**

Mowing of all turf areas. Weed-eating (line trimming) & edging shall be performed during each mowing event. St. Augustine grass is to be cut no less than 4", Bahia no less than 3" to foster photosynthesis and strong root development. Blades shall remain sharp always, visible clippings are to be removed to prevent thatch build-up, mower operator will change patterns if possible per service to prevent ruts in turf. Blowing off all hard surfaces shall be performed immediately following each mowing event, clippings are to be kept out of beds and waterways. Trash and small debris on grounds shall be discarded during service.

### **B. PRUNING & TRIMMING:**

Palm Tree trimming **\$32.50 per palm. (Billable)**

Selective pruning of all ornamental shrubbery shall be performed at the best time for flower and bud development, foliage growth and as necessary for the health of the plants. Removal & disposal of all generated debris from the property shall be completed following each pruning event.

### **C. PLANT BED WEED CONTROL:**

Weed control shall be performed by using both pre-emergence and post-emergence herbicides as needed on all planter beds. Removal & disposal of all generated debris from the property shall be completed following each weeding event.

### **D. HORTICULTURAL:**

**Shrubs-** Shall be fertilized **2** times annually April & October with professional products using 100% Poly-Coat. This process ensures year-round feeding of nutrients.

**Turf-** St Augustine Grass shall be fertilized and as prescribed by technician **2** times per year April & October.



200 S F. Street, Haines City, FL 33844 Phone: (863) 422-5207

**Turf-** Management of turf damaging insects and pests such as Chinch Bugs and Fire Ants suppression 1 time a year, in the month of June. Upon site inspection use top choice for control, billable and upon Manager approval.

**Turf-** All Fungus in turf grass areas shall be controlled annually and treated as needed during growing season. Prince and Sons Inc. rotates active ingredients in our Fungicides to ensure chemical resistance control.

**Shrubs-** All fungus emerging on plants shall be treated and controlled as needed during growing season

**E. ANNUALS: SERVICE AVAILABLE UPON REQUEST**

A selection of 000 annuals shall be rotated on the months of January-April-July-October, flowers will be selected to appropriate season and climate. This service requires management approval at a suggested cost of \$2.00 per 4" pot. (BILLABLE)

**F. MULCHING:**

TBD cubic yards of "Small Pine-bark" mulch is to be spread at a rate of \$45.00 per cubic yard. This service is variable and requires management approval. (BILLABLE)

**G. IRRIGATION SYSTEM INSPECTIONS:**

Irrigation inspections are to be performed monthly; 12 times per year. A service report from Prince technician is to be completed after each inspection. Any damages sustained to the irrigation system as a direct result of the work by Prince and Sons Inc. shall be repaired at no cost to the customer. Any repairs required due to normal wear, vandalism or "Acts of God" can be completed upon request and shall be billed at actual time and materials at \$65.00 per hour plus parts.

**2. INDEPENDENT CONTRACTOR STATUS.** It is understood by the parties that Prince and Sons Inc. is an independent contractor with respect to Davenport Road South CDD, and not an employee of Davenport Road South CDD will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of Prince and Sons Inc.

**3. INJURIES.** Prince and Sons Inc. acknowledges Prince and Sons Inc.'s obligation to obtain appropriate insurance coverage for the benefit of Prince and Sons Inc. (and Prince and Sons Inc.'s employees, if any). Prince and Sons Inc. waives any rights to recovery from Davenport Road South CDD for any injuries that Prince and Sons Inc. (and/or Prince and Sons Inc.'s employees) may sustain while performing services under this Contract and that are a result of the negligence of Prince and Sons Inc. or Prince and Sons Inc.'s employees.

**4. INDEMNIFICATION.** Prince and Sons Inc. agrees to indemnify and hold harmless Davenport Road South CDD from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against Davenport Road South CDD that result from the acts



200 S F. Street, Haines City, FL 33844 Phone: (863) 422-5207

or omissions of Prince and Sons Inc., Prince and Sons Inc.'s employees, if any, and Prince and Sons Inc.'s agents.

**5. PERSONNEL DRESS CODE:** Employees shall wear uniforms or professional attire always. Clothing that expresses obscene language or graphics, degrading or demeaning connotations, is strictly prohibited. Prince and Sons Inc. employees shall wear shirts at all times and shall wear footwear that conforms to safe work practices.

**6. ACCOUNT MANAGEMENT:** A Prince and Sons Inc. account manager will be assigned to this property. The account manager shall be a direct point of contact between Davenport Road South CDD and Prince and Sons Inc. We ensure he/she adheres to Best Maintenance Practices and returns all emails and phone calls within a timely professional manner. Each Prince manager has been certified by the Landscape Maintenance Association of Florida through The Department of Agriculture. Each manager continues viable education each year to provide industry leading knowledge and valuable solutions to the customer.

**7. WARRANTY:** Prince and Sons Inc. offers a full 30 days warranty on all new plant's material installed by Prince under our care and maintenance agreement.

**8. INSURANCE.** Prince and Sons Inc. will maintain at all times throughout the term of this agreement the following insurance:

- A. Worker's Compensation Insurance in accordance with the laws of the State of Florida.
- B. Commercial General Liability Insurance covering Prince and Sons Inc., legal liability for bodily injuries, with limits of \$1,000,000 combined single limit bodily injury and property damage liability, and covering at least the following hazards:
  1. Independent Contractors Coverage for the bodily injury and property damage in connection with any subcontractor's operation.
- C. Employer's Liability Coverage with limits of \$1,000,000 per accident or disease.
- D. Automobile Liability Insurance for bodily injuries in limits of \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of resulting from the operation, maintenance, or use by Prince and Sons Inc. of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

**9. ENTIRE AGREEMENT.** This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other contract whether oral or written.



200 S F. Street, Haines City, FL 33844 Phone: (863) 422-5207

**10. SEVERABILITY.** If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**11. APPLICABLE LAW.** This Contract shall be governed by the laws of the State of Florida.

**12. TERMS:** The term of this agreement shall be for twelve **(12)** months, commencing on: **May 1<sup>st</sup>, 2020**, and terminating on: **May 1<sup>st</sup>, 2021**. The Customer shall notify Prince and Sons Inc. in writing of any unsatisfactory work performance or problems and shall allow Prince and Sons Inc. the opportunity to rectify any said problems in a timely manner, agreed to by both parties. This contract includes a thirty (30) day clause, in which it may be cancelled by either party, with just cause and after providing the other party with a thirty (30) day written notice.

**13. PAYMENT FOR SERVICES.** During the term of this agreement, the customer shall pay Prince and Sons Inc. the sum of: **(\$1,120) One Thousand One Hundred Twenty Dollars and 00/100** per month. As set forth herein on **Exhibit A**. Payments are due the 1<sup>st</sup> day of each month for that month's service. Payments not received within (30) thirty days may be subject to account being placed on hold until account is up to date.

Annual Total Cost: **(\$13,480.00) Thirteen Thousand Four Hundred Eighty Dollars and 00/100** per year.

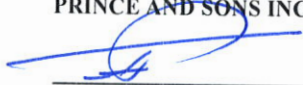
**A. CONDITIONS:**

The monthly installment price for this contract is intended to reflect an equal monthly payment for the service provided for the full term of one year. Upon early cancellation or termination of this contract by either party, Prince and Sons Inc. shall receive the remainder of payment due for services provided. Payment of this amount shall be made by the Customer immediately upon termination. If legal action becomes necessary to collect any portion of this debt, the customer shall be responsible for all court and attorney fees incurred by Prince and Sons Inc. This contract constitutes the complete agreement by both parties hereto regarding the matters set forth herein and supersedes all prior discussions, agreements, arrangements, representations and understandings.



200 S F. Street, Haines City, FL 33844 Phone: (863) 422-5207

PRINCE AND SONS INC.

  
 \_\_\_\_\_  
 Signature Date  
*Ian Prince* *President*  
 \_\_\_\_\_  
 Printed Name Title

CUSTOMER (AUTHORIZED SIGNATURE)

\_\_\_\_\_  
 Signature Date  
 \_\_\_\_\_  
 Printed Name Title

Orchid Grove Amenity Center

**EXHIBIT A**

Maintenance Base Price	42 cuts per year	\$1,120
	<b>TOTAL ANNUAL COST</b>	<b>\$13,480.00</b>
	<b>TOTAL MONTHLY PAYMENT</b>	<b>\$1,120</b>

**Davenport Road South  
Community Development District**

**Fiscal Year 2019 Audited Financial Report**

**Holly Hill Road East  
Community Development  
District**

**FINANCIAL STATEMENTS**

**September 30, 2019**



**CRI** CARR  
RIGGS &  
INGRAM

CPAs and Advisors

[CRlcpa.com](http://CRlcpa.com)

**Holly Hill Road East Community Development District**  
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**September 30, 2019**

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Carr, Riggs & Ingram, LLC  
Certified Public Accountants  
500 Grand Boulevard  
Suite 210  
Miramar Beach, Florida 32550

(850) 837-3141  
(850) 654-4619 (fax)  
CRIcpa.com

## **INDEPENDENT AUDITORS' REPORT**

To the Board of Supervisors  
Holly Hill Road East Community Development District  
Davenport, Florida

### ***Report on the Financial Statements***

We have audited the accompanying financial statements of the governmental activities and each major fund of Holly Hill Road East Community Development District (hereinafter referred to as "District"), as of and for the year ended September 30, 2019, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

### ***Management's Responsibility for the Financial Statements***

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### ***Auditors' Responsibility***

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

### ***Opinions***

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of the District as of September 30, 2019, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

### ***Other Matters***

#### ***Required Supplementary Information***

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information, as listed in the table of contents, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

#### ***Other Reporting Required by Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued our report dated June 29, 2020, on our consideration of the District's internal control over financial reporting and our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance.

*Carr, Riggs & Ingram, L.L.C.*

CARR, RIGGS & INGRAM, LLC

Miramar Beach, Florida

June 29, 2020



## **Management's Discussion And Analysis**

## **Holly Hill Road East Community Development District Management's Discussion and Analysis**

Our discussion and analysis of the Holly Hill Road East Community Development District's financial performance provides an overview of the District's financial activities for the fiscal year ended September 30, 2019. Please read it in conjunction with the District's financial statements, which begin on page 8.

### **FINANCIAL HIGHLIGHTS**

- At September 30, 2019, the assets of the District exceed its liabilities by approximately \$1.2 million.
- During the fiscal year ended September 30, 2019, the District issued Special Assessment Revenue Bonds, Series 2018 totaling \$2.8 million and incurred approximately \$183,000 of bond issuance costs. In addition, the District paid interest expenditures of approximately \$244,000 and repaid principal of approximately \$1 million.
- During the fiscal year ended September 30, 2019, the District incurred approximately \$3.1 million of capital expenditures.

### **USING THE ANNUAL REPORT**

This annual report consists of a series of financial statements. The Statement of Net Position and the Statement of Activities on pages 8 – 9 provide information about the activities of the District as a whole and present a longer-term view of the District's finances. Fund financial statements start on page 10. For governmental activities, these statements tell how these services were financed in the short-term as well as what remains for future spending. Fund financial statements also report the District's operations in more detail than the government-wide statements by providing information about the District's most significant funds.

#### ***Reporting the District as a Whole***

Our analysis of the District as a whole begins on page 4. One of the most important questions asked about the District's finances is, "Is the District as a whole better off or worse off as a result of the year's activities?" The Statement of Net Position and the Statement of Activities report information about the District as a whole and about its activities in a way that helps answer this question. These statements include all assets and liabilities using the accrual basis of accounting, which is similar to the accounting used by most private-sector companies. All of the current year's revenues and expenses are taken into account regardless of when cash is received or paid.

These two statements report the District's net position and related changes during the current year. You can think of the District's net position – the difference between assets and liabilities – as one way to measure the District's financial health, or financial position. Over time, increases or decreases in the District's net position is one indicator of whether its financial health is improving or deteriorating. You will need to consider other nonfinancial factors; however, such as changes in the District's assessment base and the condition of the District's infrastructure, to assess the overall health of the District.

## Holly Hill Road East Community Development District Management's Discussion and Analysis

### **Reporting the District's Most Significant Funds**

Our analysis of the District's major funds begins on page 6. The fund financial statements begin on page 10 and provide detailed information about the most significant funds – not the District as a whole. Some funds are required to be established by State law and by bond covenants. All of the District's funds are governmental fund-types.

- *Governmental funds* – All of the District's basic services are reported in governmental funds, which focus on how money flows into and out of those funds and the balances left at year-end that are available for spending. The governmental fund statements provide a detailed short-term view of the District's general government operations and the basic services it provides. Governmental fund information helps you determine whether there are more or fewer financial resources that can be spent in the near future to finance the District's programs. We describe the relationship (or differences) between governmental activities and governmental funds in a reconciliation with the fund financial statements.

### THE DISTRICT AS A WHOLE

The following table reflects the condensed Statement of Net Position and is compared to the prior year.

<i>September 30,</i>	<b>2019</b>	<b>2018</b>	<b>Change</b>
<b>Assets</b>			
Current and other assets	\$ 475,209	\$ 349,075	\$ 126,134
Capital assets, net	6,771,215	3,657,108	3,114,107
<b>Total assets</b>	<b>\$ 7,246,424</b>	<b>\$ 4,006,183</b>	<b>\$ 3,240,241</b>
<b>Liabilities</b>			
Current liabilities	\$ 127,217	\$ 171,503	\$ (44,286)
Other liabilities	5,884,965	3,576,870	2,308,095
<b>Total liabilities</b>	<b>6,012,182</b>	<b>3,748,373</b>	<b>2,263,809</b>
<b>Net position</b>			
Net investment in capital assets	1,053,141	116,089	937,052
Restricted for:			
Debt service	114,323	25,622	88,701
Capital projects	11,410	88,922	(77,512)
Unrestricted	55,368	27,177	28,191
<b>Total net position</b>	<b>1,234,242</b>	<b>257,810</b>	<b>976,432</b>
<b>Total liabilities and net position</b>	<b>\$ 7,246,424</b>	<b>\$ 4,006,183</b>	<b>\$ 3,240,241</b>

For more detailed information, see the accompanying Statement of Net Position.

## Holly Hill Road East Community Development District Management's Discussion and Analysis

During the fiscal year ended September 30, 2019, total assets and liabilities increased over the prior year by approximately \$3.2 million and \$2.3 million, respectively. The increase in assets and liabilities is primarily due to the issuance of the Series 2018 Bonds and the related capital project, which was ongoing at fiscal year-end.

The following schedule compares the Statement of Activities for the current and previous fiscal year.

<i>For the year ended September 30,</i>	<b>2019</b>	<b>2018</b>	<b>Change</b>
<b>Revenues:</b>			
Program revenues:			
Charges for services	\$ 1,453,721	\$ 659,837	\$ 793,884
Grants and contributions	387,227	122,189	265,038
General revenues:			
Interest and other revenues	500	-	500
<b>Total revenues</b>	<b>1,841,448</b>	<b>782,026</b>	<b>1,059,422</b>
<b>Expenses:</b>			
General government	113,703	103,037	10,666
Maintenance and operations	36,627	-	36,627
Amenity	24,991	-	24,991
Developer reimbursement	226,117	-	226,117
Bond issue costs	182,750	240,201	(57,451)
Interest	280,828	168,192	112,636
<b>Total expenses</b>	<b>865,016</b>	<b>511,430</b>	<b>353,586</b>
Change in net position	976,432	270,596	705,836
Net position (deficit), beginning	257,810	(12,786)	270,596
<b>Net position, ending</b>	<b>\$ 1,234,242</b>	<b>\$ 257,810</b>	<b>\$ 976,432</b>

For more detailed information, see the accompanying Statement of Activities.

During the fiscal year ended September 30, 2019, total revenues and expenses increased over the prior year by approximately \$1.1 million and \$354,000, respectively. The increase in revenues is primarily due to debt service assessments and prepayment revenues in the current year related to lot sales. The increase in expenses is primarily due to the developer reimbursements and interest payments. The overall result was a \$976,432 increase in net position for fiscal year 2019.

# Holly Hill Road East Community Development District Management's Discussion and Analysis

## THE DISTRICT'S FUNDS

As the District completed the year, its governmental funds (as presented in the balance sheet on page 9) reported a combined fund balance of approximately \$443,000, which is an increase from last year's balance that totaled approximately \$245,000. Significant transactions are discussed below.

- During the fiscal year ended September 30, 2019, the District issued Special Assessment Revenues Bonds, Series 2018 totaling \$2.8 million and incurred approximately \$183,000 of bond issuance costs.
- During the fiscal year ended September 30, 2019, the District incurred approximately \$3.1 million of capital expenditures.
- During the fiscal year ended September 30, 2019, the District paid interest expenditures of approximately \$244,000 and repaid principal of approximately \$1 million.

The overall increase in fund balance for the year ended September 30, 2019 totaled approximately \$197,000.

## CAPITAL ASSET AND DEBT ADMINISTRATION

### *Capital Assets*

At September 30, 2019, the District had approximately \$6.8 million invested in capital assets. This amount represents an increase of approximately \$3.1 million from the fiscal year 2018 total.

A listing of capital assets by major category for the current and prior year follows:

<i>September 30,</i>	<b>2019</b>	<b>2018</b>	<b>Change</b>
<u>Capital assets not being depreciated</u>	<u>\$ 6,771,215</u>	<u>\$ 3,657,108</u>	<u>\$ 3,114,107</u>

More information about the District's capital assets is presented in Note 4 to the financial statements

### *Debt*

At September 30, 2019, the District had \$5.9 million of outstanding long-term debt. This amount represents an increase of \$2.3 million over the fiscal year 2018 total.

## Holly Hill Road East Community Development District Management’s Discussion and Analysis

A listing of debt amounts outstanding for the current and prior year is as follows:

<i>September 30,</i>	<b>2019</b>	<b>2018</b>	<b>Change</b>
Due to developer	\$ 512,655	\$ -	\$ 512,655
Series 2017 bonds	3,515,000	3,590,000	(75,000)
Series 2018 bonds	1,870,000	-	1,870,000
	<u>\$ 5,897,655</u>	<u>\$ 3,590,000</u>	<u>\$ 2,307,655</u>

More information about the District’s long-term debt is presented in Note 5 to the financial statements.

### GOVERNMENTAL FUNDS BUDGETARY HIGHLIGHTS

An Operating budget was established by the governing board for the District pursuant to the requirements of Florida Statutes. The budget to actual comparison for the general fund, including the original budget and final adopted budget, is shown at page 24.

The District experienced an unfavorable variance of \$7,216 in revenues and a favorable variance of \$35,679 in expenditures as compared to the budget. The variance in expenditures occurred primarily due to the District budgeting conservatively, particularly related to landscaping and amenity maintenance. Revenues varied due to the District receiving less in inter-governmental revenues than anticipated.

### FUTURE FINANCIAL FACTORS

Holly Hill Road East Community Development District is an independent special district that operates under the provisions of Chapter 190, Florida Statutes. The District operates under an elected Board of Supervisors, which establishes policy and sets assessment rates. Assessment rates for fiscal year 2020 were established to provide for the operations of the District as well as the necessary debt service requirements.

### CONTACTING THE DISTRICT’S FINANCIAL MANAGEMENT

This financial report is designed to provide a general overview of the District’s finances. If you have questions about this report or need additional financial information, contact the Holly Hill Road East Community Development District’s management company at 12051 Corporate Blvd., Orlando, Florida 32817.





## **Basic Financial Statements**

## Holly Hill Road East Community Development District Statement of Net Position

<i>September 30,</i>	<b>2019</b>
	<b>Governmental Activities</b>
<b>Assets</b>	
Cash and cash equivalents	\$ 26,702
Investments	397,945
Accounts receivable	8,259
Due from Developer	11,359
Interest receivable	552
Deposits	1,160
Prepaid expenses	29,232
Capital assets:	
Not being depreciated	6,771,215
<hr/>	
Total assets	7,246,424
<hr/>	
<b>Liabilities</b>	
Accounts payable	21,344
Accrued interest payable	105,873
Non-current liabilities:	
Due to developer	512,655
Due within one year	105,000
Due in more than one year	5,267,310
<hr/>	
Total liabilities	6,012,182
<hr/>	
<b>Net position</b>	
Net investment in capital assets	1,053,141
Restricted for:	
Debt service	114,323
Capital projects	11,410
Unrestricted	55,368
<hr/>	
Total net position	\$ 1,234,242
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*The accompanying notes are an integral part of these financial statements.*

## Holly Hill Road East Community Development District Statement of Activities

For the year ended September 30,

2019

Functions/Programs	Expenses	<u>Program Revenues</u>			Net (Expense) Revenue and Changes in Net Position
		Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Governmental Activities
Primary government:					
Governmental activities:					
General government	\$ (113,703)	\$ 142,138	\$ -	\$ 367,849	\$ 396,284
Maintenance and operations	(36,627)	45,787	-	-	9,160
Amenity	(24,991)	15,359	-	-	(9,632)
Developer reimbursment	(226,117)	-	-	-	(226,117)
Bond issuance costs	(182,750)	-	-	-	(182,750)
Interest	(280,828)	1,250,437	9,965	9,413	988,987
<b>Total governmental activities</b>	<b>\$ (865,016)</b>	<b>\$ 1,453,721</b>	<b>\$ 9,965</b>	<b>\$ 377,262</b>	<b>975,932</b>

### General revenues

Interest and other revenues	500
<b>Total general revenues</b>	<b>500</b>
Change in net position	976,432
Net position - beginning of year	257,810
<b>Net position - end of year</b>	<b>\$ 1,234,242</b>

*The accompanying notes are an integral part of these financial statements.*

**Holly Hill Road East Community Development District  
Balance Sheet – Governmental Funds**

September 30,

2019

	General	Debt Service	Capital Projects	Total Governmental Funds
<b>Assets</b>				
Cash and cash equivalents	\$ 26,702	\$ -	\$ -	\$ 26,702
Investments	-	397,894	51	397,945
Accounts receivable	8,259	-	-	8,259
Due from Developer	-	-	11,359	11,359
Interest receivable	-	552	-	552
Deposits	1,160	-	-	1,160
Prepaid expenditures	29,232	-	-	29,232
Due from other funds	-	471	-	471
<b>Total assets</b>	<b>\$ 65,353</b>	<b>\$ 398,917</b>	<b>\$ 11,410</b>	<b>\$ 475,680</b>
<b>Liabilities, Deferred Inflows of Resources, and Fund Balances</b>				
<b>Liabilities</b>				
Accounts payable	\$ 9,985	\$ -	\$ 11,359	\$ 21,344
Due to other funds	471	-	-	471
<b>Total liabilities</b>	<b>10,456</b>	<b>-</b>	<b>11,359</b>	<b>21,815</b>
<b>Deferred inflows of resources</b>				
Deferred revenue	-	-	11,359	11,359
<b>Total deferred inflows of resources</b>	<b>-</b>	<b>-</b>	<b>11,359</b>	<b>11,359</b>
<b>Fund balances</b>				
Nonspendable	30,392	-	-	30,392
Restricted for debt service	-	398,917	-	398,917
Unassigned	24,505	-	(11,308)	13,197
<b>Total fund balances (deficit)</b>	<b>54,897</b>	<b>398,917</b>	<b>(11,308)</b>	<b>442,506</b>
<b>Total liabilities, deferred inflows of resources, and fund balances</b>	<b>\$ 65,353</b>	<b>\$ 398,917</b>	<b>\$ 11,410</b>	<b>\$ 475,680</b>

*The accompanying notes are an integral part of these financial statements.*

**Holly Hill Road East Community Development District  
Reconciliation of the Balance Sheet of Governmental Funds to the Statement of  
Net Position**

<i>September 30,</i>	<b>2019</b>
Total fund balances, governmental funds	\$ 442,506
Capital assets used in governmental activities are not financial resources and therefore are not reported in the fund level statements.	6,771,215
Revenue reported in the Statement of Activities that was not collected within 60 days of the current year-end was deferred in the fund financial statements.	11,359
Liabilities not due and payable from current resources are not reported in the fund level statements.	(5,990,838)
Total net position - governmental activities	\$ 1,234,242

*The accompanying notes are an integral part of these financial statements.*

**Holly Hill Road East Community Development District  
Reconciliation of the Statement of Revenues, Expenditures and Changes in Fund  
Balances of Governmental Funds to the Statement of Activities**

*For the year ended September 30,*

**2019**

	<b>General</b>	<b>Debt Service</b>	<b>Capital Projects</b>	<b>Total Governmental Funds</b>
<b>Revenues</b>				
Assessments	\$ 187,925	\$ 232,794	\$ -	\$ 420,719
Developer contributions	-	-	358,189	358,189
Prepayment assessments	-	1,017,643	-	1,017,643
Inter-governmental revenues	15,359	-	-	15,359
Interest and other revenues	500	9,965	9,413	19,878
<b>Total revenues</b>	<b>203,784</b>	<b>1,260,402</b>	<b>367,602</b>	<b>1,831,788</b>
<b>Expenditures</b>				
Current:				
General government	113,703	-	-	113,703
Maintenance and operations	36,627	-	-	36,627
Amenity	24,991	-	-	24,991
Developer reimbursement	-	-	226,117	226,117
Debt service:				
Principal	-	1,005,000	-	1,005,000
Interest	-	244,114	-	244,114
Bond issue costs	-	-	182,750	182,750
Capital outlay	-	-	3,114,107	3,114,107
<b>Total expenditures</b>	<b>175,321</b>	<b>1,249,114</b>	<b>3,522,974</b>	<b>4,947,409</b>
Excess (deficit) of revenues over expenditures	28,463	11,288	(3,155,372)	(3,115,621)
<b>Other Financing Sources (uses)</b>				
Bond proceeds	-	207,381	2,592,619	2,800,000
Developer advance	-	-	512,655	512,655
Transfers in	(743)	-	-	(743)
Transfers out	-	(47,253)	47,996	743
<b>Total other financing sources (uses)</b>	<b>(743)</b>	<b>160,128</b>	<b>3,153,270</b>	<b>3,312,655</b>
Net change in fund balances	27,720	171,416	(2,102)	197,034
Fund balances (deficit), beginning of year	27,177	227,501	(9,206)	245,472
Fund balances (deficit), end of year	\$ 54,897	\$ 398,917	\$ (11,308)	\$ 442,506

*The accompanying notes are an integral part of these financial statements.*

**Holly Hill Road East Community Development District  
Reconciliation of the Statement of Revenues, Expenditures and Changes in Fund  
Balances of Governmental Funds to the Statement of Activities**

<i>For the year ended September 30,</i>	<b>2019</b>
Net change in fund balances - governmental funds	\$ 197,034
Capital outlay, reported as expenditures in the governmental funds, is shown as capital assets on the Statement of Net Position.	3,114,107
Bond proceeds, net of discount, which are reported as other financing sources in the governmental funds are recognized as long-term liabilities in the Statement of Net Position.	(2,800,000)
Developer advances are recorded as other financing sources on the fund level financial statements but are treated as a liability on the Statement of Net Position.	(512,655)
Revenues that do not provide current financial resources are deferred on the fund level financial statements but are recognized as revenue in the government-wide Statement of Activities.	11,359
Revenues previously recognized in the government-wide Statement of Activities, which were deferred in the fun level financial statements.	(1,699)
Repayment of long-term liabilities are reported as expenditures in the governmental fund statement but such repayments reduce liabilities in the Statement of Net Position and are eliminated in the Statement of Activities.	1,005,000
Amortization of original issue discount is not recognized in the governmental fund statement but is reported as an expense in the Statement of Activities.	(440)
The change in accrued interest between the current and prior year is recorded on the Statement of Activities but not on the fund level statements.	(36,274)
<b>Change in net position of governmental activities</b>	<b>\$ 976,432</b>

*The accompanying notes are an integral part of these financial statements.*

## **Holly Hill Road East Community Development District Notes to Financial Statements**

### **NOTE 1: NATURE OF ORGANIZATION**

The Holly Hill Road East Community Development District (the "District") was established on July 10, 2017 pursuant to the Uniform Community Development District Act of 1980, otherwise known as Chapter 190, Florida Statutes, by the City Commission of the City of Davenport Ordinance 2017-814. The Act provides among other things, the power to manage basic services for community development, power to borrow money and issue bonds, and to levy and assess non-ad valorem assessments for the financing and delivery of capital infrastructure.

The District was established for the purposes of financing and managing the acquisition, construction, maintenance and operation of a portion of the infrastructure necessary for community development within the District.

The District is governed by a Board of Supervisors ("Board"), which is comprised of five members. The Supervisors are elected on an at large basis by the owners of the property within the District. The Board of Supervisors of the District exercises all powers granted to the District pursuant to Chapter 190, Florida Statutes. At September 30, 2019, certain Board members were affiliated with East Tenth, LLC ("the Developer").

The Board has the final responsibility for:

1. Assessing and levying assessments.
2. Approving budgets.
3. Exercising control over facilities and properties.
4. Controlling the use of funds generated by the District.
5. Approving the hiring and firing of key personnel.
6. Financing improvements.

In evaluating how to define the government, for financial reporting purposes, management has considered all potential component units. The decision to include or exclude a potential component unit in the reporting entity was made by applying the criteria set forth by Generally Accepted Accounting Principles (GAAP) as defined by the Governmental Accounting Standards Board (GASB). Based on the foregoing criteria, no potential component units were found.

### **NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

The accounting policies of the District conform to GAAP as applicable to governments in accordance with those promulgated by GASB. The following is a summary of the more significant policies:

#### ***Government-wide and Fund Financial Statements***

The basic financial statements include both government-wide and fund financial statements.



## Holly Hill Road East Community Development District Notes to Financial Statements

### NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

The government-wide financial statements (i.e., the Statement of Net Position and the Statement of Activities) report information on all the non-fiduciary activities of the primary government. Governmental activities, which normally are supported by assessments, are reported separately from business-type activities, which rely to a significant extent on fees and charges for support. The business-type activities are reported separately in government-wide financial statements; however, at September 30, 2019, the District did not have any significant business-type activities. Therefore, no business-type activities are reported. Assessments and other items not properly included as program revenues (i.e., charges to customers or applicants who purchase, use, or directly benefit from goods or services) are reported as general revenues.

Separate financial statements are provided for governmental funds. Major individual governmental funds are reported as separate columns in the fund financial statements.

#### ***Measurement Focus, Basis of Accounting and Basis of Presentation***

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of the related cash flows. Assessments are recognized as revenues in the year for which they are levied. Grants and other similar items are to be recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the District considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting.

Assessments, including debt service assessments along with operation and maintenance assessments, are non-ad valorem special assessments imposed on all lands located within the District and benefited by the District's activities. Assessments are levied and certified for collection by the District prior to the start of the fiscal year which begins October 1<sup>st</sup> and ends on September 30<sup>th</sup>. Operation and maintenance special assessments are imposed upon all benefited lands located in the District. Debt service special assessments are imposed upon certain lots and lands as described in each resolution imposing the special assessment for each series of bonds issued by the District.

Assessments, developer contributions, and interest associated with the current fiscal period are all considered to be susceptible to accrual and have been recognized as revenues of the current fiscal period. All other revenue items are considered to be measurable and available only when cash is received by the District.

## Holly Hill Road East Community Development District Notes to Financial Statements

### NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

The District reports the following major governmental funds:

General Fund – The General Fund is the primary operating fund of the District. It is used to account for all financial resources except those required to be accounted for in other funds.

Debt Service Fund – The Debt Service Fund is used to account for the accumulation of resources for the annual payment of principal and interest on long-term debt.

Capital Projects Fund – The Capital Projects Fund accounts for the financial resources to be used in the acquisition or construction of major infrastructure within the District.

For the year ended September 30, 2019, the District does not report any proprietary funds. As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements.

When both restricted and unrestricted resources are available for use, it is the District's policy to use restricted resources first, then unrestricted resources as they are needed. When committed, assigned, or unassigned resources are available for use in the governmental fund financial statements, it is the government's policy to use committed resources first, followed by assigned resources, then unassigned resources as needed.

#### ***Cash, Deposits and Investments***

The District maintains deposits with "Qualified Public Depositories" as defined in Chapter 280, Florida Statutes. All Qualified Public Depositories must place with the Treasurer of the State of Florida securities in accordance with collateral requirements determined by the State's Chief Financial Officer. In the event of default by a Qualified Public Depository, the State Treasurer will pay public depositors all losses. Losses in excess of insurance and collateral will be paid through assessments between all Qualified Public Depositories.

Under this method, all the District's deposits are fully insured or collateralized at the highest level of security as defined by GASB, Statement Number 40, *Deposits and Investment Disclosures (An Amendment of GASB, Statement Number 3)*.

The District is authorized to invest in financial instruments as established by Section 218.415, Florida Statutes. The authorized investments include among others direct obligations of the United States Treasury; the Local Government Surplus Trust Funds as created by Section 218.405, Florida Statutes; SEC registered money market funds with the highest credit quality rating from a nationally recognized rating agency; and interest-bearing time deposits or savings accounts in authorized financial institutions.

## Holly Hill Road East Community Development District Notes to Financial Statements

### NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

#### ***Prepaid Expenses***

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid expenditures on the Statement of Net Position. These items will be expensed over the applicable usage period.

#### ***Capital Assets***

Capital assets, which include primarily infrastructure assets (e.g., roads, sidewalks, water management systems and similar items), are reported in the governmental activities column in the government-wide financial statements. Capital assets are defined by the District as assets with an initial/individual cost of more than \$5,000 and an estimated useful life in excess of two years. Such assets are recorded at historical cost and estimated historical cost if purchased or constructed. Donated assets are recorded at estimated fair market value at the date of donation.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend asset lives are not capitalized. Major outlays for capital assets and improvements are capitalized as projects are constructed.

Property, plant and equipment of the primary government will be depreciated using the straight-line method over the estimated useful lives when the assets are completed and placed into service. Estimated useful lives for financial reporting purposes are anticipated as follows: infrastructure and other improvements: 30 years.

In the governmental fund financial statements, amounts incurred for the acquisition of capital assets are reported as fund expenditures. Depreciation expense is not reported in the governmental fund financial statements.

#### ***Long-Term Obligations***

In the government-wide financial statements, long-term debt and other long-term obligations are reported as liabilities in the Statement of Net Position. Bond premiums and discounts are deferred and amortized over the life of the bonds using the straight-line or effective interest method. Bonds payable are reported net of these premiums or discounts. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as current period expenditures.

In the fund financial statements, governmental fund types recognize bond premiums and discounts during the current period. The face amount of the debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

## Holly Hill Road East Community Development District Notes to Financial Statements

### NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

#### ***Deferred Outflows/Inflows of Resources***

In addition to assets, the Statement of Net Position and Balance Sheet – Governmental Funds will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, *deferred outflows of resources*, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then. The District does not have any of this type of item at September 30, 2019.

In addition to liabilities, the Statement of Net Position and Balance Sheet – Governmental Funds will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, *deferred inflows of resources*, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. The District only has one item, deferred revenue, which qualifies for reporting in this category. Deferred revenue results from revenues not being collected within enough time to be considered available to pay current expenditures.

#### ***Fund Equity***

Net position in the government-wide financial statements represents the difference between assets and deferred outflows of resources and liabilities and deferred inflows of resources and is categorized as net investment in capital assets, restricted or unrestricted. Net investment in capital assets represents assets related to infrastructure and property, plant and equipment, net of any related debt. Restricted net position represents the assets restricted by creditors or laws and regulations of other governments.

Governmental fund equity is classified as fund balance. Fund balance is further classified as nonspendable, restricted, committed, assigned, or unassigned. Nonspendable fund balance cannot be spent because of its form. Restricted fund balance has limitations imposed by creditors, grantors, or contributors or by enabling legislation or constitutional provisions. Committed fund balance is a limitation imposed by the District board through approval of resolutions. Assigned fund balance is a limitation imposed by a designee of the District board. Unassigned fund balance in the General Fund is the net resources in excess of what can be properly classified in one of the above four categories. Negative unassigned fund balance in other governmental funds represents excess expenditures incurred over the amounts restricted, committed, or assigned to those purposes.

#### ***Estimates***

The preparation of financial statements in conformity with accounting principles generally accepted in the U.S. requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

## Holly Hill Road East Community Development District Notes to Financial Statements

### NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

#### ***Budgets***

The District is required to establish a budgetary system and an approved annual budget. Annual budgets are legally adopted on a basis consistent with GAAP for the General Fund. Any revision to the budget must be approved by the District Board. The budgets are compared to actual expenditures. In instances where budget appropriations and estimated revenues have been revised during the year, budget data presented in the financial statements represent final authorization amounts.

The District follows these procedures in establishing the budgetary data reflected in the financial statements:

- A. Each year the District Manager submits to the District Board a proposed operating budget for the fiscal year commencing the following October 1.
- B. A public hearing is conducted to obtain comments.
- C. Prior to October 1, the budget is legally adopted by the District Board.
- D. All budget changes must be approved by the District Board, unless otherwise delegated by the District Board.
- E. Budgets are adopted on a basis consistent with accounting principles generally accepted in the United States of America.

### NOTE 3: INVESTMENTS

All investments held at September 30, 2019 consist of money market funds in which shares are owned in the fund rather than the underlying investments. In accordance with GASB 72, *Fair Value Measurement and Application*, these amounts are reported at amortized cost.

The following is a summary of the District's investments:

<u>September 30,</u>	<u>2019</u>	<u>Credit Risk</u>	<u>Maturities</u>
Short-term Money Market Funds	\$ 397,945	S&P AAAM	27 days

*Concentration risk* – The District's investment policy requires diversification, but does not specify limits on types of investments.

*Custodial credit risk* – For an investment, custodial credit risk is the risk that the District will not be able to recover the value of the investments or collateral securities that are in the possession of an outside party. The District has no formal policy for custodial risk. At September 30, 2019, none of the investments listed above are exposed to custodial credit risk because their existence is not evidenced by securities that exist in physical or book entry form.

## Holly Hill Road East Community Development District Notes to Financial Statements

### NOTE 3: INVESTMENTS (Continued)

*Interest rate risk* – The District does not have a formal policy for addressing interest rate risk; however, investments are made with discretion, to seek reasonable returns, preserve capital, and in general, avoid speculative investments. The District manages its exposure to declines in fair values from interest rate changes by reviewing the portfolio on an ongoing basis for changes in effective yield amounts.

### NOTE 4: CAPITAL ASSETS

The following is a summary of changes in the capital assets for the year ended September 30, 2019:

	Beginning Balance	Additions	Disposals	Ending Balance
<b>Governmental Activities:</b>				
<i>Capital assets not being depreciated</i>				
Construction in progress	\$3,657,108	\$ 3,114,107	\$ -	\$ 6,771,215
Total capital assets, not being depreciated	3,657,108	3,114,107	-	6,771,215
Governmental activities capital assets, net	\$3,657,108	\$ 3,114,107	\$ -	\$ 6,771,215

The total project cost of the infrastructure has been estimated at approximately \$17.1 million which is expected to be financed with the proceeds from the issuance of Bonds. Any additional costs will be funded by additional bond issuances or the Developer. The infrastructure will include potable water and wastewater systems, storm water drainage system improvements, offsite road improvements and amenities. Upon completion certain assets will be conveyed to other entities for ownership and/or maintenance.

### NOTE 5: LONG TERM LIABILITIES

On November 9, 2017, the District issued \$4,160,000 of Special Assessment Revenue Bonds, Series 2017 consisting of \$370,000 Term Bonds due May, 2023 with a fixed interest rate of 3.5%, \$455,000 Term Bonds due May 1, 2028 with a fixed interest rate of 4.125%, \$1,270,000 Term Bonds due May 1, 2038 with an interest rate of 4.7%, and \$2,065,000 Term Bonds due May 1, 2048 with a fixed interest rate of 5%. The Bonds were issued to finance the acquisition and construction of certain improvements for the benefit of the District. Interest is to be paid semiannually on each May 1 and November 1. Principal on the Series 2017 Bonds is to be paid serially commencing May 1, 2019 through May 1, 2048. The Series 2017 Bonds are subject to optional redemption beginning May 1, 2028 and to extraordinary mandatory redemption prior to maturity in the manner determined by the Bond Registrar if certain events occur as outlined in the Bond Indenture.

## Holly Hill Road East Community Development District Notes to Financial Statements

### NOTE 5: LONG TERM LIABILITIES (Continued)

On October 19, 2018, the District issued \$2,800,000 of Special Assessment Bonds, Series 2018 consisting of \$245,000 Term Bonds due May 1, 2024 with a fixed interest rate of 4.25%, \$895,000 Term Bonds due May 1, 2036 with a fixed interest rate of 5%, and \$1,660,000 Term Bonds due May 1, 2048 with a fixed interest rate of 5.25%. The Bonds were issued to provide funding to pay a portion of the costs of the planning, financing, acquisition, construction, equipping and installation of the Series 2018 project. Interest is to be paid semiannually on each May and November 1, commencing on May 1, 2019. Principal on the Bonds is to be paid serially commencing May 1, 2019 through May 1, 2048. The Series 2018 Bonds may, at the option of the District, be called for redemption prior to maturity as discussed in the Bond Indenture. The Bonds are subject to optional and extraordinary mandatory redemption prior to maturity in the manner determined by the Bond Registrar if certain events occur as outlined in the Bond Indenture.

The Bond Indenture has certain restrictions and requirements relating principally to the use of proceeds to pay for infrastructure improvement and the procedure to be followed by the District on assessments to property owners. The District agreed to levy special assessments in the annual amounts adequate to provide payment of debt service and to meet the debt service reserve requirement. The District is in compliance with the requirements of the Bond Indenture.

The Bond Indenture requires that the District maintain adequate funds in the reserve account to meet the debt service reserve requirement as defined in the Indenture. The requirement has been met for the fiscal year ended September 30, 2019.

Long-term liability activity for the year ended September 30, 2019, was as follows:

	Beginning Balance	Additions	Reductions	Ending Balance	Due Within One Year
<i>Governmental Activities</i>					
Due to Developer	\$ -	\$ 512,655	\$ -	\$ 512,655	\$ -
Bonds Payable:					
Series 2017	3,590,000	-	(75,000)	3,515,000	60,000
Series 2018	-	2,800,000	(930,000)	1,870,000	45,000
	\$ 3,590,000	\$ 3,312,655	\$ (1,005,000)	\$ 5,897,655	\$ 105,000

The balance of the long-term bonds at September 30, 2019 is summarized as follows:

<i>September 30,</i>	<b>2019</b>
Bond principal balance	\$ 5,385,000
Less unamortized bond discount	(12,690)
	<b>\$ 5,372,310</b>

## Holly Hill Road East Community Development District Notes to Financial Statements

### NOTE 5: LONG TERM LIABILITIES (Continued)

At September 30, 2019, the scheduled debt service requirements on long-term debt were as follows:

<i>For the year Ending September 30,</i>	<b>Principal</b>	<b>Interest</b>	<b>Total Debt Service</b>
2020	\$ 105,000	\$ 289,411	\$ 394,411
2021	110,000	309,239	419,239
2022	115,000	303,048	418,048
2023	120,000	296,751	416,751
2024	130,000	290,023	420,023
2025-2029	720,000	1,361,593	2,081,593
2030-2034	905,000	1,177,488	2,082,488
2035-2039	1,150,000	937,522	2,087,522
2040-2044	1,225,000	592,909	1,817,909
2045-2048	805,000	124,500	929,500
	<b>\$ 5,385,000</b>	<b>\$ 5,682,483</b>	<b>\$ 11,067,483</b>

### NOTE 6: RISK MANAGEMENT

The District is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; and natural disasters. The District maintains commercial insurance coverage to mitigate the risk of loss. Coverage may not extend to all situations. Management believes such coverage is sufficient to preclude any significant uninsured losses to the District. Settled claims have not exceeded this commercial coverage since the District's inception.

### NOTE 7: MANAGEMENT COMPANY

The District has contracted with a management company to perform management advisory services, which include financial and accounting advisory services. Certain employees of the management company also serve as officers (Board appointed non-voting positions) of the District. Under the agreement, the District compensates the management company for management, accounting, financial reporting, and other administrative costs.

### NOTE 8: DEVELOPER ACTIVITY

A significant portion of the District's activity is dependent upon the continued involvement of the Developer, East Tenth, LLC, the loss of which could have a material adverse effect on the District's operations.



## **Holly Hill Road East Community Development District Notes to Financial Statements**

### **NOTE 8: DEVELOPER ACTIVITY (Continued)**

During the year ended September 30, 2019, the Developer was assessed approximately \$48,000 for operations and maintenance. In addition, the Developer contributed approximately \$358,000 to fund the construction of certain infrastructure projects, of which \$11,359 is recorded as Due from developer on the accompanying Statement of Net Position and Balance Sheet – Governmental Funds. The Developer also remitted prepayment assessments totaling \$1 million to the District during the year. The due to Developer amount on the Statement of Net Position totaling \$512,665 is related to long-term developer advances to fund the construction of infrastructure in the anticipation of additional bond issuances. The activity for the year is detailed in Note 5. In addition, the District repaid the Developer \$226,117 for funds advanced to the District in prior years for construction.

### **NOTE 9: RELATED PARTY TRANSACTIONS**

During the year ended September 30, 2019, the District incurred \$45,000 of construction management expenses with Heath Construction & Management, LLC, whose CEO is the District's Board Chairman.

### **NOTE 10: SUBSEQUENT EVENTS**

In March 2020, the World Health Organization made the assessment that the outbreak of a novel coronavirus (COVID-19) can be characterized as a pandemic. As a result, uncertainties have arisen that may have significant negative impact on the operating activities and results of the District. The occurrence and extent of such an impact will depend on future developments, including (i) the duration and spread of the virus, (ii) government quarantine measures, (iii) voluntary and precautionary restrictions on travel or meetings, (iv) the effects on the financial markets, and (v) the effects on the economy overall, all of which are uncertain.

On May 20, 2020, the District issued \$3,660,000 of Special Assessment Revenue Bonds, Series 2020 consisting of \$320,000 Term Bonds due November 1, 2025 with a fixed interest rate of 4.0%, \$480,000 Term Bonds due November 1, 2031 with a fixed interest rate of 4.5%, \$1,185,000 Term Bonds due November 1, 2041 with an interest rate of 5%, and \$1,675,000 Term Bonds due November 1, 2050 with a fixed interest rate of 5%. The Bonds were issued to finance the acquisition and construction of certain improvements for the benefit of the District. Interest is to be paid semiannually on each May 1 and November 1 commencing November 1, 2020. Principal on the Series 2020 Bonds is to be paid serially commencing May 1, 2021 through May 1, 2050.



**Required Supplemental Information  
(Other Than MD&A)**

## Holly Hill Road East Community Development District Budget to Actual Comparison Schedule – General Fund

*For the year ended September 30,*

	<b>2019</b>		
	<b>Original and Final Budget</b>	<b>Actual Amounts</b>	<b>Variance with Final Budget</b>
<b>Revenues</b>			
Assessment revenue	\$ 186,000	\$ 187,925	\$ 1,925
Inter-government revenue	25,000	15,359	(9,641)
Interest and other revenues	-	500	500
<b>Total revenues</b>	<b>211,000</b>	<b>203,784</b>	<b>(7,216)</b>
<b>Expenditures</b>			
General government	103,800	113,703	(9,903)
Field operations	48,865	36,627	12,238
Amenity	58,335	24,991	33,344
<b>Total expenditures</b>	<b>211,000</b>	<b>175,321</b>	<b>35,679</b>
<b>Excess of revenues over expenditures</b>	<b>\$ -</b>	<b>\$ 28,463</b>	<b>\$ 28,463</b>

**INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

To the Board of Supervisors  
Holly Hill Road East Community Development District  
Davenport, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities and each major fund of Holly Hill Road East Community Development District (hereinafter referred to as the "District"), as of and for the year ended September 30, 2019, and the related notes to the financial statements, which collectively comprise the District's basic financial statements, and have issued our report thereon dated June 29, 2020.

**Internal Control Over Financial Reporting**

In planning and performing our audit of the financial statements, we considered the District's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control.

*A deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies, and therefore, material weaknesses or significant deficiencies may exist that were not identified. We did identify a deficiency in internal control described below as item IC2019-001 that we consider to be a material weakness.

### IC2019-001: Bond discount

- Condition: As part of our audit procedures, we identified approximately \$70,000 of original issue and underwriter's discount that were not recorded on the District's fund level financial statements as of September 30, 2019.
- Criteria: Internal controls relating to the accounting process related to bond issuances should be in place to provide reasonable assurance that bond issuance related costs are properly recorded.
- Cause: The District only recorded the cash activity of the bond issuance.
- Effect: Bond issuance costs and long-term debt on the financial statements were understated by approximately \$70,000.
- Recommendation: We recommend the District record the face amount of bond proceeds and related issuance costs.
- Management Response: The District has already taken further steps to ensure that this oversight is avoided in the future.

### Compliance and Other Matters

As part of obtaining reasonable assurance about whether the District's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

### Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

*Carr, Riggs & Ingram, L.L.C.*

CARR, RIGGS & INGRAM, LLC

Miramar Beach, Florida

June 29, 2020

## MANAGEMENT LETTER

(850) 837-3141  
(850) 654-4619 (fax)  
CRIcpa.com

To the Board of Supervisors  
Holly Hill Road East Community Development District  
Davenport, Florida

### Report on the Financial Statements

We have audited the financial statements of the Holly Hill Road East Community Development District (“District”) as of and for the fiscal year ended September 30, 2019, and have issued our report thereon dated June 29, 2020.

### Auditors’ Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and Chapter 10.550, Rules of the Florida Auditor General.

### Other Reports and Schedule

We have issued our Independent Auditors’ Report on Internal Control over Financial Reporting and Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Government Auditing Standards*; and Independent Accountant’s Report on an examination conducted in accordance with AICPA Professional Standards, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in these reports, which are dated June 29, 2020 should be considered in conjunction with this management letter.

### Prior Audit Findings

Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report. IC2018-001 was not resolved and a similar finding was reported in the current year audit report.

### Official Title and Legal Authority

Section 10.554(1)(i)4., Rules of the Auditor General, requires that the name or official title and legal authority for the primary government and each component unit of the reporting entity be disclosed in this management letter, unless disclosed in the notes to the financial statements. The information required is disclosed in the notes to the financial statements.

## **Financial Condition**

Section 10.554(1)(i)5.a. and 10.556(7), Rules of the Auditor General, require us to communicate whether or not the District has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and identification of the specific condition(s) met. In connection with our audit, we determined that the District did not meet any of the conditions described in Section 218.503(1), Florida Statutes.

Pursuant to Sections 10.554(1)(i)5.b. and 10.556(8), Rules of the Auditor General, we applied financial condition assessment procedures for the District. It is management's responsibility to monitor the District's financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.

Section 10.554(1)(i)2., Rules of the Auditor General, requires that we communicate any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

## **Other Matters**

Section 10.554(1)(i)3., Rules of the Auditor General, require us to communicate noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance. In connection with our audit, we did not have any such findings.

## **Purpose of this Letter**

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, the Board of Supervisors, and applicable management, and is not intended to be and should not be used by anyone other than these specified parties.

*Carr, Riggs & Ingram, L.L.C.*

CARR, RIGGS & INGRAM, LLC

Miramar Beach, Florida

June 29, 2020



Carr, Riggs & Ingram, LLC  
Certified Public Accountants  
500 Grand Boulevard  
Suite 210  
Miramar Beach, Florida 32550

(850) 837-3141  
(850) 654-4619 (fax)  
CRlcpa.com

## INDEPENDENT ACCOUNTANTS' REPORT

To the Board of Supervisors  
Holly Hill Road East Community Development District  
Davenport, Florida

We have examined Holly Hill Road East Community Development District's compliance with the requirements of Section 218.415, Florida Statutes, *Local Government Investment Policies*, during the year ended September 30, 2019. Management of the District is responsible for the District's compliance with the specified requirements. Our responsibility is to express an opinion on the District's compliance with the specified requirements based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the District complied, in all material respects, with the specified requirements referenced above. An examination involves performing procedures to obtain evidence about whether the District complied with the specified requirements. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material noncompliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion.

Our examination does not provide a legal determination on the District's compliance with specified requirements.

In our opinion, the District complied, in all material respects, with the aforementioned requirements for the year ended September 30, 2019.

This report is intended solely for the information and use of management and the State of Florida Auditor General and is not intended to be and should not be used by anyone other than these specified parties.

*Carr, Riggs & Ingram, L.L.C.*

CARR, RIGGS & INGRAM, LLC

Miramar Beach, Florida  
June 29, 2020



**Davenport Road South  
Community Development District**

**Payment Authorization Nos. 55 – 64**

**DAVENPORT ROAD SOUTH  
COMMUNITY DEVELOPMENT DISTRICT**


**Payment Authorization 55**

5/8/2020

Item No.	Payee	Invoice Number	Amount
<b>1</b>	<b>Carr Riggs &amp; Ingram</b> Audit FY 2019	16899156	\$ 1,000.00
<b>2</b>	<b>Creative Association Services, inc</b> Landscaping - May - Dec 2019 (Orchid Grove) Landscaping - Jan - Mar 2020 (Orchid Grove)	6511-YR19 6511-YR20	\$ 8,250.00 \$ 3,300.00
<b>3</b>	<b>Duke Energy</b> 940 Orchid Grove 04.02.20 - 05.04.20 1534 South Blvd 04.03.20 - 05.05.20 1420 South Blvd 04.03.20 - 05.05.20 177 Ludisia Loop - 04.06.20 - 05.06.20	---- ---- ---- ----	\$ 1,224.71 \$ 18.02 \$ 18.02 \$ 92.81
<b>Total</b>			<b>\$ 13,903.56</b>

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Secretary / Assistant Secretary

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Chairperson

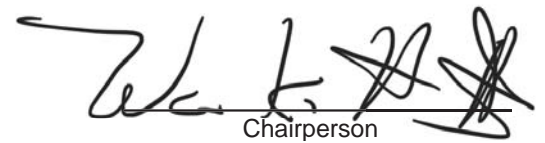
**DAVENPORT ROAD SOUTH  
COMMUNITY DEVELOPMENT DISTRICT**

**Payment Authorization 56**

5/15/2020

Item No.	Payee	Invoice Number	Amount
1	<b>Business Observer</b> Legal Advertising on 05/08/2020	20-00676K	\$ 131.25
2	<b>City of Davenport</b> Pool Meter / 940-1 Orchid Grove Blvd ; Service 04/05/20-05/04/20	3076	\$ 113.07
3	<b>Creative Association Services, Inc.</b> May 2020 Landscape & Maintenance (Orchid Grove) May 2020 Landscape & Maintenance (Amenity Center)	6686 6687	\$ 2,390.00 \$ 1,100.00
4	<b>Navitas Credit Corp</b> Playground Lease	----	\$ 527.41
5	<b>PFM Group Consulting, LLC</b> DM Fees: May 2020 Website Fees: May 2020	DM-05-2020-0019 DM-05-2020-0020	\$ 1,666.67 \$ 100.00
6	<b>VGlobalTech</b> Quarterly ADA & WCAG Audits	1637	\$ 300.00
<b>Total</b>			<b>\$ 6,328.40</b>

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Secretary / Assistant Secretary

  
\_\_\_\_\_  
Chairperson

**DAVENPORT ROAD SOUTH  
COMMUNITY DEVELOPMENT DISTRICT**

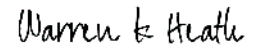
**Payment Authorization 57**

5/22/2020

Item No.	Payee	Invoice Number	Amount
<b>1</b>	<b>Complete Pool Care</b> June Pool Service	13639	\$ 1,525.00
<b>2</b>	<b>Fuqua Janitorial Services</b> May Clubhouse Cleaning	8106	\$ 765.00
<b>3</b>	<b>Creative Association Services, Inc.</b> May 1st- 15th 2020 Landscape & Maintenance (Orchid Grove) May 1st-15th 2020 Landscape & Maintenance (Amenity Center) Irrigation repairs	REV6686 REV6687 6705 OG	\$ 1,195.00 \$ 550.00 \$ 1,459.00
<b>5</b>	<b>PFM Group Consulting, LLC</b> March Postage April Postage Billable Expenses	OE-EXP-00777 OE-EXP-00832 109613	\$ 26.00 \$ 5.50 \$ 22.53
<b>6</b>	<b>Supervisor Fees</b> Rennie Heath Scott Shapiro Lauren Schwenk Patrick Marone Andrew Rhinehart	---- ---- ---- ---- ----	\$ 200.00 \$ 200.00 \$ 200.00 \$ 200.00 \$ 200.00
		<b>Total</b>	<b>\$ 6,548.03</b>

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Secretary / Assistant Secretary

DocuSigned by:



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Chairperson

**DAVENPORT ROAD SOUTH  
COMMUNITY DEVELOPMENT DISTRICT**

**Payment Authorization 58**

5/29/2020

Item No.	Payee	Invoice Number	Amount
1	<b>Duke Energy</b> Electric service for 04/23/20 - -05/22/2020	----	\$ 912.62
2	<b>Hopping Green &amp; Sams</b> General Counsel	114843	\$ 567.50
3	<b>Navitas Credit Corp.</b> Playground Equipment	-----	\$ 1,722.66
5	<b>PFM Group Consulting, LLC</b> Expenses (Postage and Fedex)	OE-EXP-00725	\$ 117.28
<b>Total</b>			<b>\$ 3,320.06</b>

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Secretary / Assistant Secretary

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Chairperson

**DAVENPORT ROAD SOUTH  
COMMUNITY DEVELOPMENT DISTRICT**

**Payment Authorization 59**

6/5/2020

Item No.	Payee	Invoice Number	Amount
1	<b>Carr Riggs &amp; Ingram</b> Audit FY 2019	16919880	\$ 2,000.00
2	<b>Duke Energy</b> Davenport Blvd Lite 05/04/20-06/03/2020 1420 South Blvd W Lite 05/05/2020-06/04/2020 1534 South Blvd Lite 05/05/2020-06/04/2020	---- ---- ----	\$ 1,318.89 \$ 18.02 \$ 18.02
3	<b>FL Dept of Health in Polk County</b> Swimming Pools permits#53-60-1879331	1-4706133	\$ 250.00
4	<b>Orkin</b> 940 Orchid Grove Blvd - Pest Control	197991173	\$ 48.15
5	<b>Spectrum Business</b> 940 Orchid Grove Blvd	084375801052820	\$ 131.97
<b>Total</b>			<b>\$ 3,785.05</b>

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Secretary / Assistant Secretary

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Chairperson

**DAVENPORT ROAD SOUTH  
COMMUNITY DEVELOPMENT DISTRICT**

**Payment Authorization 60**

6/15/2020

Item No.	Payee	Invoice Number	Amount
1	<b>Business Observer</b> Legal Ad	20-00766K	\$ 131.25
2	<b>City of Davenport</b> Pool Meter - 940-1 Orchid Grove 05/05/20-06/04/2020	----	\$ 118.86
3	<b>Duke Energy</b> Electricity - 177 Ludisia Loop Lite 05/06/20-06/05/20	----	\$ 180.34
4	<b>Navitas Credit Corp</b> Playground Equipment	----	\$ 527.41
5	<b>Prince &amp; Sons Inc</b> Lawn Maintenance	2323	\$ 3,600.00
<b>Total</b>			<b>\$ 4,557.86</b>

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Secretary / Assistant Secretary

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Chairperson

**DAVENPOR1 ROAD 10 U 1**  
**COMMUNITY DEVELOPMENT DISTRICT 1**

**Payment Authorization 6 1**

6/19/2020 1

Item No. 1	Payee 1	Invoice Number 1	Amount 1
<b>B Business Observer 1</b> Legal Ad -06/12/2020 1		20-00787K 1	\$ 76.56 1
<b>2 1 Complete Pool Care 1</b> Pool Service - July 2020 1		13692 1	\$ 11,525.00 1
<b>3 1 PFM Group Consulting LLC 1</b> DM Fees - June 2020 1 Website Fees - June 2020 1		DM-06-2020-0015 1 DM-06-2020-0016 1	\$ 11,666.67 1 \$ 100.00 1
<b>total 1</b>			<b>\$ 13,368.23 1</b>

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**DAVENPORT ROAD SOUTH  
COMMUNITY DEVELOPMENT DISTRICT**

**Payment Authorization 62**

6/26/2020

Item No.	Payee	Invoice Number	Amount
1	<b>Business Observer</b> Legal Ad -06/19/2020	20-00807K	\$ 76.56
2	<b>Duke Energy</b> Electricity - 940 Orchid Grove 05/22/2020 - 06/23/2020	----	\$ 1,252.84
3	<b>Hopping Green &amp; Sams</b> Legal Counsel through 05/31/2020	115353	\$ 1,902.00
4	<b>Navitas Credit Corp</b> Playground Equipment - July 2020	----	\$ 1,722.66
<b>Total</b>			<b>\$ 4,954.06</b>

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Secretary / Assistant Secretary

  
Chairperson

**DAVENPORT ROAD SOUTH  
COMMUNITY DEVELOPMENT DISTRICT**

**Payment Authorization 63**

7/2/2020

Item No.	Payee	Invoice Number	Amount
1	<b>Spectrum</b> 940 Orchid Blvd Internet	084375801062820	\$ 131.97
2	<b>VGlobalTech</b> Quarter 2 ADA Audit	1718	\$ 300.00
3	<b>Prince &amp; Sons</b> July Lawn Maintenance	2437	\$ 2,800.00
4	<b>Fuqua Janitorial Services</b> June Clubhouse Cleaning	8157	\$ 765.00
<b>Total</b>			<b>\$ 3,996.97</b>

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Secretary / Assistant Secretary

  
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Chairperson

**DAVENPORT ROAD SOUTH  
COMMUNITY DEVELOPMENT DISTRICT**

**Payment Authorization 64**

7/14/2020

Item No.	Payee	Invoice Number	Amount
1	<b>Department of Health</b> Pool Permit - Orchid Grove	53-BID-4706133	\$ 30.00
2	<b>PFM Group Consulting</b> Billable Expenses - Rental and gas DM Fees - July 2020 Website Fees - July 2020	110004 DM-07-2020-0015 DM-07-2020-0016	\$ 43.95 \$ 1,666.67 \$ 100.00
3	<b>Duke Energy</b> Orchid Grove 06/03-07/02/2020 1534 South Blvd Lite 06/04 - 07/06/2020 1420 South Blvd W Lite 06/04 - 07/06/2020 177 Ludisia Loop Lite 06/05-07/07/2020	---- ---- ---- ----	\$ 1,319.40 \$ 18.11 \$ 18.11 \$ 191.70
4	<b>Carr Riggs &amp; Ingram</b> Final Billing Audit FY 2019	16939075	\$ 500.00
5	<b>Orkin</b> Pest Control	199118890	\$ 48.15
6	<b>The Ledger</b> Legal Advertisement 06/01/2020-06/30/2020	1039379	\$ 654.50
7	<b>Navitas Credit Corp</b> Playground Equipment lease	----	\$ 527.41
<b>Total</b>			<b>\$ 5,118.00</b>

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Secretary / Assistant Secretary

  
Chairperson

**Davenport Road South  
Community Development District**

**Monthly Financials**

**Davenport Road South CDD**  
 Budget to Actual  
 For the Month Ending 6/30/2020

	Year To Date			FY 2020 Adopted Budget
	Actual	Budget	Variance	
<b><u>Revenues</u></b>				
On-Roll Assessments	\$267,937.07	\$197,265.78	\$ 70,671.29	\$ 263,021.00
Developer Contributions	59,358.00	44,518.50	14,839.50	59,358.00
Other Income & Other Financing Sources	136.37	-	136.37	-
<b>Net Revenues</b>	<b>\$327,431.44</b>	<b>\$241,784.28</b>	<b>\$ 85,647.16</b>	<b>\$ 322,379.00</b>
<b><u>General &amp; Administrative Expenses</u></b>				
Supervisor Fees	\$ 3,600.00	\$ 4,500.00	\$ (900.00)	\$ 6,000.00
D&O Insurance	2,537.00	2,099.97	437.03	2,800.00
Trustee Services	3,717.38	4,500.00	(782.62)	6,000.00
Management	15,000.03	15,000.03	-	20,000.00
Field Management	246.94	1,350.00	(1,103.06)	1,800.00
Engineering	312.50	7,499.97	(7,187.47)	10,000.00
Dissemination Agent	5,000.00	3,750.03	1,249.97	5,000.00
District Counsel	9,953.50	15,000.03	(5,046.53)	20,000.00
Assessment Administration	7,500.00	5,625.00	1,875.00	7,500.00
Reamortization Schedules	-	187.47	(187.47)	250.00
Audit	5,500.00	4,500.00	1,000.00	6,000.00
Travel and Per Diem	30.48	-	30.48	-
Telephone	-	150.03	(150.03)	200.00
Postage & Shipping	599.95	225.00	374.95	300.00
Copies	50.10	375.03	(324.93)	500.00
Legal Advertising	1,705.27	2,250.00	(544.73)	3,000.00
Miscellaneous	1,300.70	825.03	475.67	1,100.00
Web Site Maintenance	1,200.00	2,175.03	(975.03)	2,900.00
Dues, Licenses, and Fees	175.00	187.47	(12.47)	250.00
Contingency	200.00	15,412.53	(15,212.53)	19,124.20
Storm Cleanup & Repairs	-	5,625.00	(5,625.00)	7,500.00
<b>Total General &amp; Administrative Expenses</b>	<b>\$ 58,628.85</b>	<b>\$ 91,237.62</b>	<b>\$ (32,608.77)</b>	<b>\$ 120,224.20</b>
<b><u>Field Expenses</u></b>				
General Liability Insurance	\$ 3,296.00	\$ 2,549.97	\$ 746.03	\$ 3,400.00
Irrigation	3,407.22	6,000.03	(2,592.81)	8,000.00
Landscaping Maintenance & Material	34,725.00	26,250.03	8,474.97	35,000.00
Landscape Improvements	-	9,375.03	(9,375.03)	12,500.00
Fertilizer / Pesticides	-	4,212.00	(4,212.00)	5,616.00
Contingency	360.00	3,556.00	(3,196.00)	5,334.00
Streetlights	2,794.18	13,616.10	(10,821.92)	18,154.80
<b>Total Field Expenses</b>	<b>\$ 44,582.40</b>	<b>\$ 65,559.16</b>	<b>\$ (20,976.76)</b>	<b>\$ 88,004.80</b>

**Davenport Road South CDD**  
 Budget to Actual  
 For the Month Ending 6/30/2020

**Cabana & Pool Expenses**

Janitorial Service	\$ 6,290.00	\$ 11,250.00	\$ (4,960.00)	\$ 15,000.00
Leased Space	21,973.29	15,000.03	6,973.26	20,000.00
Security	4,580.00	5,625.00	(1,045.00)	7,500.00
Electric	20,262.23	15,000.03	5,262.20	20,000.00
Amenity - Water	882.00	5,625.00	(4,743.00)	7,500.00
Cable Television	1,320.23	675.00	645.23	900.00
Property & Casualty	8,445.00	7,499.97	945.03	10,000.00
Contingency	-	5,000.00	(5,000.00)	7,500.00
Equipment Repair & Maintenance	214.20	3,750.03	(3,535.83)	5,000.00
Pest Control	433.35	749.97	(316.62)	1,000.00
Signage & Amenities Repair	-	562.50	(562.50)	750.00
Swimming Pools	15,500.00	14,249.97	1,250.03	19,000.00
<b>Total Cabana &amp; Pool Expenses</b>	<b>\$ 79,900.30</b>	<b>\$ 84,987.50</b>	<b>\$ (5,087.20)</b>	<b>\$ 114,150.00</b>
<b>Total Expenses</b>	<b>\$183,111.55</b>	<b>\$241,784.28</b>	<b>\$ (58,672.73)</b>	<b>\$ 322,379.00</b>
<b>Income (Loss) from Operations</b>	<b>\$144,319.89</b>	<b>\$ -</b>	<b>\$144,319.89</b>	<b>\$ -</b>

**Other Income (Expense)**

Interest Income	\$ 485.25	\$ -	\$ 485.25	\$ -
<b>Total Other Income (Expense)</b>	<b>\$ 485.25</b>	<b>\$ -</b>	<b>\$ 485.25</b>	<b>\$ -</b>
<b>Net Income (Loss)</b>	<b>\$144,805.14</b>	<b>\$ -</b>	<b>\$144,805.14</b>	<b>\$ -</b>

**Davenport Road South CDD**

Statement of Activities

As of 6/30/2020

	General Fund	Debt Service Fund	Capital Projects Fund	Long Term Debt Group	Total
<b><u>Revenues</u></b>					
On-Roll Assessments	\$ 267,937.07				\$267,937.07
Developer Contributions	59,358.00				59,358.00
Other Income & Other Financing Sources	136.37				136.37
On-Roll Assessments		\$ 454,799.31			454,799.31
Developer Contributions			\$ 663.69		663.69
Total Revenues	<u>\$ 327,431.44</u>	<u>\$ 454,799.31</u>	<u>\$ 663.69</u>	<u>\$ -</u>	<u>\$782,894.44</u>
<b><u>Expenses</u></b>					
Supervisor Fees	\$ 3,600.00				\$ 3,600.00
D&O Insurance	2,537.00				2,537.00
Trustee Services	3,717.38				3,717.38
Management	15,000.03				15,000.03
Field Management	246.94				246.94
Engineering	312.50				312.50
Dissemination Agent	5,000.00				5,000.00
District Counsel	9,953.50				9,953.50
Assessment Administration	7,500.00				7,500.00
Audit	5,500.00				5,500.00
Janitorial Service	6,290.00				6,290.00
Travel and Per Diem	30.48				30.48
Postage & Shipping	599.95				599.95
Copies	50.10				50.10
Legal Advertising	1,705.27				1,705.27
Miscellaneous	1,300.70				1,300.70
Contingency	200.00				200.00
Leased Space	21,973.29				21,973.29
Web Site Maintenance	1,200.00				1,200.00
Dues, Licenses, and Fees	175.00				175.00
Security	4,580.00				4,580.00
Electric	20,262.23				20,262.23
Amenity - Water	882.00				882.00
Cable Television	1,320.23				1,320.23
General Liability Insurance	3,296.00				3,296.00
Property & Casualty	8,445.00				8,445.00
Irrigation	3,407.22				3,407.22
Landscaping Maintenance & Material	34,725.00				34,725.00
Contingency	360.00				360.00
Equipment Repair & Maintenance	214.20				214.20
Pest Control	433.35				433.35
Streetlights	2,794.18				2,794.18
Swimming Pools	15,500.00				15,500.00
Principal Payment - Series 2018		\$ 110,000.00			110,000.00
Interest Payments - Series 2018		332,562.50			332,562.50
Total Expenses	<u>\$ 183,111.55</u>	<u>\$ 442,562.50</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$625,674.05</u>

**Davenport Road South CDD**

Statement of Activities

As of 6/30/2020

**Other Revenues (Expenses) & Gains (Losses)**

Interest Income	\$ 485.25				\$ 485.25
Interest Income		\$ 2,321.24			\$ 2,321.24
Interest Income			\$ 3.27		\$ 3.27
Total Other Revenues (Expenses) & Gains (Losses)	<u>\$ 485.25</u>	<u>\$ 2,321.24</u>	<u>\$ 3.27</u>	<u>\$ -</u>	<u>\$ 2,809.76</u>
<b>Change In Net Assets</b>	\$ 144,805.14	\$ 14,558.05	\$ 666.96	\$ -	\$160,030.15
<b>Net Assets At Beginning Of Year</b>	<u>\$ 112,439.33</u>	<u>\$ 532,769.41</u>	<u>\$ (662.63)</u>	<u>\$ -</u>	<u>\$644,546.11</u>
<b>Net Assets At End Of Year</b>	<u><u>\$ 257,244.47</u></u>	<u><u>\$ 547,327.46</u></u>	<u><u>\$ 4.33</u></u>	<u><u>\$ -</u></u>	<u><u>\$804,576.26</u></u>



**Davenport Road South CDD**  
**Statement of Financial Position**  
As of 6/30/2020

	General Fund	Debt Service Fund	Capital Projects Fund	Long Term Debt Group	Total
<b><u>Assets</u></b>					
<b><u>Current Assets</u></b>					
General Checking Account	\$ 257,682.03				\$ 257,682.03
Prepaid Expenses	1,548.91				1,548.91
Deposits	1,121.00				1,121.00
Debt Service Reserve S 2018 Bond		\$ 223,637.50			223,637.50
Revenue S 2018 Bond		323,689.96			323,689.96
Acquisition/Construction S 2018 Bond			\$ 4.33		4.33
Total Current Assets	<u>\$ 260,351.94</u>	<u>\$ 547,327.46</u>	<u>\$ 4.33</u>	<u>\$ -</u>	<u>\$ 807,683.73</u>
<b><u>Investments</u></b>					
Amount Available in Debt Service Funds				\$ 547,327.46	\$ 547,327.46
Amount To Be Provided				6,172,672.54	6,172,672.54
Total Investments	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$6,720,000.00</u>	<u>\$6,720,000.00</u>
<b>Total Assets</b>	<u><u>\$ 260,351.94</u></u>	<u><u>\$ 547,327.46</u></u>	<u><u>\$ 4.33</u></u>	<u><u>\$6,720,000.00</u></u>	<u><u>\$7,527,683.73</u></u>
<b><u>Liabilities and Net Assets</u></b>					
<b><u>Current Liabilities</u></b>					
Accounts Payable	\$ 3,107.47				\$ 3,107.47
Total Current Liabilities	<u>\$ 3,107.47</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 3,107.47</u>
<b><u>Long Term Liabilities</u></b>					
Revenue Bonds Payable - Long-Term				\$6,720,000.00	\$6,720,000.00
Total Long Term Liabilities	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$6,720,000.00</u>	<u>\$6,720,000.00</u>
<b>Total Liabilities</b>	<u><u>\$ 3,107.47</u></u>	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>	<u><u>\$6,720,000.00</u></u>	<u><u>\$6,723,107.47</u></u>
<b><u>Net Assets</u></b>					
Net Assets, Unrestricted	\$ (5,138.25)				\$ (5,138.25)
Net Assets - General Government	117,577.58				117,577.58
Current Year Net Assets - General Government	144,805.14				144,805.14
Net Assets, Unrestricted		\$ 532,769.41			532,769.41
Current Year Net Assets, Unrestricted		14,558.05			14,558.05
Net Assets, Unrestricted			\$ (662.63)		(662.63)
Current Year Net Assets, Unrestricted			666.96		666.96
<b>Total Net Assets</b>	<u><u>\$ 257,244.47</u></u>	<u><u>\$ 547,327.46</u></u>	<u><u>\$ 4.33</u></u>	<u><u>\$ -</u></u>	<u><u>\$ 804,576.26</u></u>
<b>Total Liabilities and Net Assets</b>	<u><u>\$ 260,351.94</u></u>	<u><u>\$ 547,327.46</u></u>	<u><u>\$ 4.33</u></u>	<u><u>\$6,720,000.00</u></u>	<u><u>\$7,527,683.73</u></u>

**Davenport Road South  
Community Development District**

**Staff Reports**