

*Davenport Road South
Community Development District*

Agenda

March 20, 2025

AGENDA

Davenport Road South Community Development District

219 East Livingston Street, Orlando, Florida 32801

Phone: 407-841-5524 – Fax: 407-839-1526

March 13, 2025

**Board of Supervisors
Davenport Road South
Community Development District**

Dear Board Members:

The regular meeting of the Board of Supervisors of **Davenport Road South Community Development District** will be held **Thursday, March 20, 2025 at 10:30 AM** at the **Lake Alfred Public Library, 245 N Seminole Ave., Lake Alfred, FL 33850.**

Those members of the public wishing to attend the meeting can do so using the information below:

Zoom Video Link: <https://us06web.zoom.us/j/81812238670>

Zoom Call-In Information: 1-646-876-9923

Meeting ID: 818 1223 8670

Following is the advance agenda for the meeting:

1. Roll Call
2. Public Comment Period
3. Approval of Minutes of the January 16, 2025 Board of Supervisors Meeting
4. Ratification of Addendum to Towing Agreement
5. Consideration of Mailbox License Agreement with HOA
6. Consideration of License Agreement with Orchid Grove HOA for Installation of Message Board
7. Consideration of Resolution 2025-05 Approving Proposed Fiscal Year 2026 Budget and Setting a Public Hearing
8. Staff Reports
 - A. Attorney
 - B. Engineer

C. Field Manager's Report

- i. Consideration of Pool Lift Proposal

D. District Manager's Report

- i. Approval of Check Register
- ii. Balance Sheet & Income Statement

10. Other Business

11. Supervisors Requests and Audience Comments

12. Adjournment

Sincerely,

Tricia L. Adams

Tricia L. Adams

District Manager

MINUTES

**MINUTES OF MEETING
DAVENPORT ROAD SOUTH
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Davenport Road South Community Development District was held Thursday, **January 16, 2025**, at 10:33 a.m. at the Holiday Inn Winter Haven, 200 Cypress Garden Blvd, Winter Haven, Florida.

Present and constituting a quorum:

Adam Rhinehart	Chairman
Lindsey Roden	Vice Chairperson
Jessica Spencer	Assistant Secretary
Kristin Cassidy	Assistant Secretary
Bobbie Henley	Assistant Secretary

Also present were:

Tricia Adams	District Manager, GMS
Monica Virgen	District Manager, GMS
Savannah Hancock	District Counsel, Kilinski Van Wyk
Joey Duncan <i>by Zoom</i>	District Engineer
Marshall Tindall	Field Services Manager, GMS

FIRST ORDER OF BUSINESS

Roll Call

Ms. Virgen called the meeting to order and called roll. Five Board members were in attendance constituting a quorum.

SECOND ORDER OF BUSINESS

Public Comment Period

Ms. Virgen noted no members of the public were present nor attending on Zoom.

THIRD ORDER OF BUSINESS

Organizational Matters – ADDED

A. Resolution 2025-02 Canvassing and Certifying the Results of the Landowners' Meeting

**This item was moved up in the agenda and some items were taken out of order*

Ms. Virgen noted that the organizational matters will be moved up in the agenda order and that they will begin with the fifth item in the agenda, Resolution 2025-02, canvassing and certifying the results of the landowners' election. This resolution certifies that there were no landowners present at the landowners' meeting that was held in November and this resolution declares that seat vacant. Ms. Virgen offered to answer any questions. There being no questions, she asked for a motion of approval.

On MOTION by Ms. Roden, seconded by Ms. Spencer, with all in favor, Resolution 2025-02 Canvassing and Certifying the Results of the Landowners' Election, was approved.

B. Appointment of the Vacancy of Seat #4

Ms. Virgen asked the Board to appoint someone to that Board vacancy while she explained the qualifications. The Board motioned to appoint Adam Rhinehart to Seat #4.

On MOTION by Ms. Roden, seconded by Ms. Henley, with all in favor, Appointing Adam Rhinehart to Fulfill Board Vacancy in Seat #4, was approved.

C. Administration of the Oath of Office

Ms. Virgen administered the oath of office to Mr. Rhinehart and swore him in to Seat #4. Future Board action will include Mr. Rhinehart's vote.

D. Consideration of Resolution 2025-03 Declaring Vacancies in Seat #2 & #5

Ms. Virgen presented Resolution 2025-03 declaring vacancies in Seat #2 and Seat #5. These two seats were up for general election in 2024 but there were no qualified electors which declares Jessica Spencer's and Lindsey Roden's seat vacant. Approval of this resolution ensures that the seats are declared vacant and that the current Board members will hold over until qualified electors fill them.

On MOTION by Mr. Rhinehart, seconded by Ms. Henley, with all in favor, Resolution 2025-03 Declaring Vacancies in Seat #2 and Seat #5, was approved.

E. Election of Officers

Ms. Virgen added that the Board can now elect officers and stated that previously Mr. Rhinehart sat as the Chairman, Ms. Roden as Vice Chairperson, and the other three Board members will serve as Assistant Secretaries. She asked that the Board add her as an Assistant Secretary as well. The Board agreed to take the slate of officers as they were and there was a motion of approval.

On MOTION by Mr. Rhinehart, seconded by Ms. Henley, with all in favor, the Election of Officers as Slated Above, was approved.

FOURTH ORDER OF BUSINESS

Approval of Minutes

A. Minutes of September 19, 2024 Board of Supervisors Meeting

B. Minutes of November 21, 2024 Landowners’ Election

Ms. Virgen presented both sets of meeting minutes that can be found in the agenda package and asked for any comments, corrections, or questions. There being no changes, there was a motion of approval for both sets of minutes.

On MOTION by Ms. Spencer, seconded by Ms. Roden, with all in favor, the Minutes of the September 19, 2024 Board of Supervisors Meeting and the November 21, 2024 Landowners’ Meeting, were approved.

FIFTH ORDER OF BUSINESS

**Consideration of Resolution 2025-01
Authorizing Legal Publications on Polk
County Website**

Ms. Virgen presented the resolution and noted that this authorizes the District to post legal publications on the Polk County website which will save money of advertainment costs. The Board would notice the ledger notifying the public that they will be moving forward with online notices.

On MOTION by Mr. Rhinehart, seconded by Ms. Spencer, with all in favor, Resolution 2025-01 Authorizing Legal Publications on Polk County Website, was approved.

SIXTH ORDER OF BUSINESS

Ratification of License Agreement for Holiday Decorations

Ms. Virgen stated that this agreement allows for holiday decorations to be installed at the entrances of the community with a takedown date by January 5, 2025. This agreement has already been signed, and they are asking for Board ratification at this time.

On MOTION by Ms. Roden, seconded by Ms. Henley, with all in favor, the License Agreement for Holiday Decorations, was ratified.

SEVENTH ORDER OF BUSINESS

Consideration of Data Sharing and Usage Agreement with Polk County Property Appraiser

Ms. Virgen presented the annual agreement with the Polk County Property Appraiser that certifies certain records that the county exempts from public records, therefore the District will also exempt from public records. There were no questions on this item and Ms. Virgen asked for a motion of approval.

On MOTION by Mr. Rhinehart, seconded by Ms. Roden, with all in favor, the Data Sharing and Usage Agreement with Polk County Property Appraiser, was approved.

EIGHTH ORDER OF BUSINESS

Consideration of Contract Agreement with Polk County Property Appraiser

Ms. Virgen stated that this item allows the District to include CDD assessments on the non-ad valorem portion of the property tax bill. This is also an annual agreement, and she offered to answer any Board questions. There being none, she asked for a motion of approval.

On MOTION by Mr. Rhinehart, seconded by Ms. Henley, with all in favor, the Contract Agreement with Polk County Property Appraiser, was approved.

EIGHTH ORDER OF BUSINESS

Staff Reports

A. Attorney

Ms. Hancock had nothing further for the Board and the next item followed.

B. Engineer

Mr. Duncan had no report for the Board and the next item followed. Ms. Virgen excused Mr. Duncan for the remainder of the meeting.

C. Field Manager’s Report

Mr. Tindall presented the Field Manager’s report and summarized complete and ongoing projects for the Board. The report can be found on page 48 of the agenda package.

i. Consideration of Proposals for Fence Repair – ADDED

Mr. Tindall presented a proposal for fence repair from My Fence Co. and GMS for a total of \$5,343.24. There were no questions about the proposal and there was a motion of approval.

On MOTION by Ms. Roden, seconded by Ms. Henley, with all in favor, the Proposal for Fence Repair, was approved.

D. District Manager’s Report

i. Approval of Check Register

Ms. Virgen presented the check register from September 1, 2024 through November 30, 2024 for the general fund. The total amount is \$224,101.14. A detailed run summary follows the register. She offered to answer any Board questions. There being no questions, she asked for a motion of approval.

On MOTION by Ms. Roden, seconded by Ms. Spencer, with all in favor, the Check Register totaling \$224,101.14, was approved.

ii. Balance Sheet and Income Statement

Ms. Adams presented the unaudited financials through the end of November. She offered to answer any questions from the Board and there was no action required from this item.

NINTH ORDER OF BUSINESS

Other Business

There being no comments, the next item followed.

TENTH ORDER OF BUSINESS

**Supervisors Requests and Audience
Comments**

There being no comments, the next item followed.

ELEVENTH ORDER OF BUSINESS

Adjournment

Ms. Virgen asked for a motion to adjourn the meeting.

On MOTION by Ms. Roden, seconded by Ms. Spencer, with all in favor, the meeting was adjourned.

Secretary/Assistant Secretary

Chairman/Vice Chairman

SECTION IV

FIRST AMENDMENT TO AGREEMENT FOR TOWING SERVICES

THIS FIRST AMENDMENT (“Amendment”) is made effective as of the ___ day of February 2025, by and between:

DAVENPORT ROAD SOUTH COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, located in the City of Davenport, Polk County, Florida, with a mailing address of c/o Governmental Management Services – Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801 (“**District**”), and

S&S TOWING & RECOVERY LLC, a Florida limited liability company, with a principal address of 29300 U.S. 27, Dundee, Florida 33838 (“**Contractor**”).

RECITALS

WHEREAS, the District and Contractor previously entered into that certain *Agreement between the Davenport Road South Community Development District and S&S Towing & Recovery, LLC, for Towing Services*, dated January 20, 2021, (“**Agreement**”), which is incorporated herein by this reference; and

WHEREAS, pursuant to Section 9 of the Agreement, the Agreement may be amended by an instrument in writing executed by both parties; and

WHEREAS, the District and Contractor now desire to replace **Exhibit A** to the Agreement with the District’s current *Amended and Restated Rules Relating to Overnight Parking and Parking Enforcement*, dated August 15, 2024, and to revise and include certain provisions to the Agreement; and

WHEREAS, the District and Contractor each represent that it has the authority to execute this Amendment and to perform its obligations and duties hereunder, and each has satisfied all conditions precedent to the execution of this Amendment so that this Amendment 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:

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 Amendment.

2. AMENDMENTS. Pursuant to Section 9 of the Agreement, the District and Contractor agree to amend the Agreement in the following:

A. Exhibit A of the Agreement, “Towing Policies”, is hereby replaced in its entirety with **Exhibit A** to this Amendment.

- B.** References to District counsel and the mailing address of the same specified in Section 11, Notices, is amended as follows:

With a copy to: Kilinski Van Wyk PLLC
517 E. College Avenue
Tallahassee, Florida 32301
Attn: Davenport Road South CDD, District
Counsel

- C.** In accordance with statutory requirements adopted after the parties entered into the Agreement, the following provisions are hereby added to the Agreement:

i. SECTION 19. E-VERIFY. Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*. If Contractor anticipates entering into agreements with a subcontractor for the Services, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request. In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify Contractor. Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity. By entering into this Agreement, Contractor represents that no public employer has terminated a contract with Contractor under Section 448.095(5)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

ii. SECTION 20. FOREIGN INFLUENCE. Contractor understands that under Section 286.101, *Florida Statutes*, that Contractor must

disclose any current or prior interest, any contract with, or any grant or gift from a foreign country of concern as that term is defined within the above referenced statute.

- iii. **SECTION 21. SCRUTINIZED COMPANIES STATEMENT.** In accordance with Section 287.135, *Florida Statutes*, Contractor represents that in entering into this Contract, neither it nor any of its officers, directors, executives, partners, shareholders, members, or agents is on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or the Scrutinized Companies that Boycott Israel List created pursuant to Sections 215.4725 and 215.473, *Florida Statutes*, and in the event such status changes, Contractor shall immediately notify the District. If Contractor is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Terrorism Sectors 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.
- iv. **SECTION 22. PUBLIC ENTITY CRIMES.** Contractor represents that in entering into this Agreement, Contractor has not been placed on the convicted vendor list as described in Section 287.133(3)(a), *Florida Statutes*, within the last thirty-six (36) months and, if Contractor is placed on the convicted vendor list, Contractor shall immediately notify the District whereupon this Agreement may be terminated by the District.
- v. **SECTION 23. ANTI-HUMAN TRAFFICKING REQUIREMENTS.** Contractor certifies, by acceptance of this Agreement, that neither it nor its principals utilize coercion for labor or services as defined in Section 787.06, *Florida Statutes*. Contractor agrees to execute an affidavit in a form acceptable to the District, in compliance with Section 787.06(13), *Florida Statutes*.

3. AFFIRMATION OF THE AGREEMENT. The Agreement is hereby affirmed and continues to constitute a valid and binding agreement between the parties. Except as described in Section 2 of this Amendment, nothing herein shall modify the rights and obligations of the parties under the Agreement. All of the remaining provisions, including, but not limited to, the engagement of services, fees, costs, indemnification, and sovereign immunity provisions, remain in full effect and fully enforceable.

4. AUTHORIZATION. The execution of this Amendment 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 Amendment.

5. EXECUTION IN COUNTERPARTS. This Amendment 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.

6. EFFECTIVE DATE. This Amendment shall have an effective date as of the day and year first written above.

[Signatures on next page]

[First Amendment to Towing Agreement]

IN WITNESS WHEREOF, the parties execute this Amendment the day and year first written above.

**DAVENPORT ROAD SOUTH COMMUNITY
DEVELOPMENT DISTRICT**

Signed by:

Adam Kleinhart

Chairperson, Board of Supervisors

S&S TOWING & RECOVERY, LLC, a Florida
limited liability company

Rebecca Raymond

Print Name: Rebecca Raymond

Its: Manager

Exhibit A: Parking Policies

Exhibit A

Parking Policies

[See following pages]

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

In accordance with Chapter 190, Florida Statutes, and on August 15, 2024, 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.

SECTION 1. INTRODUCTION. The District finds that parked Commercial Vehicles, Vehicles, Vessels, Trailers, and Recreational Vehicles (hereinafter defined) on certain of its property 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, Trailers, and Recreational Vehicles from District designated Tow-Away Zones consistent with this policy and as indicated on the **Exhibits** 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. *Abandoned Vehicle.* Any Vehicle that is not operational or has not been moved for a period of two (2) weeks.

B. *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.

C. *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), Trailer(s), and Recreational Vessel(s).

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

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

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

G. 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. **Any District property not designated as a designated parking area is a Tow Away Zone.**

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

I. Trailer. An unpowered vehicle towed by another.

SECTION 3. DESIGNATED PARKING AREAS.

A. 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).

B. 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, Trailers, and Recreational Vehicles as set forth in Sections 4 and 5 herein ("**Tow-Away Zone**").

C. 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.

D. Parking at the District's amenity center as identified on **Exhibit C** is limited to four (4) hours ("**Amenity Center Parking Areas**") and is only to be utilized by District residents, paid users and/or guests actively using the amenity center, unless the Vehicle has a pre-approved permit as set forth in this policy. Any Vehicle which is parked at the Amenity Center Parking Area for a period of time longer than four (4) hours or does not belong to a District resident, paid user, and/or guest actively using the amenity center shall be subject to towing at owner's expense.

E. Parking at the District's dog park and pavilion as identified on **Exhibit D** is limited to one (1) hour ("**Outdoor Amenity Parking Areas**"). Any Vehicle which is parked at the Outdoor Amenity Parking Area for a period of time longer than one (1) hour shall be subject to towing at owner's expense.

F. Any Vehicle Parked on District property, including District roads, must do so in compliance with all laws, ordinances and codes.

SECTION 4. ESTABLISHMENT OF TOW-AWAY ZONES. Each area set forth in the **Exhibits** attached hereto is hereby declared a Tow-Away Zone, as identified by and in accordance with the rules established herein. 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 and Vehicles with expired registration are not permitted to be Parked on-street or on District property, including designated parking areas, at any time and are subject to towing at the owner's expense. Commercial Vehicles, Recreational Vehicles, Trailers, 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 Trailers or 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.

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, Trailer, or Recreational Vehicle, the District Manager or his/her designee must verify that the subject Commercial Vehicle, Vehicle, Vessel, Trailer, 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 Vehicles, Vehicles, Vessels, Trailers, and Recreational Vehicles for the removal of such unauthorized vehicle at the owner's expense. The Commercial Vehicle, Vehicle, Vessel, Trailer, 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 ("Board") 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, Trailers, or Recreational Vehicles may be Parked on District property pursuant to this policy, 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, Commercial Vehicles, Vessels, Trailers, or Recreational Vehicles.

SECTION 8. AMENDMENTS; DESIGNATION OF ADDITIONAL TOW-AWAY ZONES. The Board, in its sole discretion, may amend these *Amended and Restated Rules Relating to Overnight Parking and Parking Enforcement* from time to time to designate new Tow-Away Zones as the District acquires additional common areas. Such designations of new Tow-Away Zones are subject to proper signage and notice prior to enforcement of these rules on such new Tow-Away Zones.

EXHIBIT A – *Tow Away Zone*

EXHIBIT B - *Map of Overnight Parking Areas*

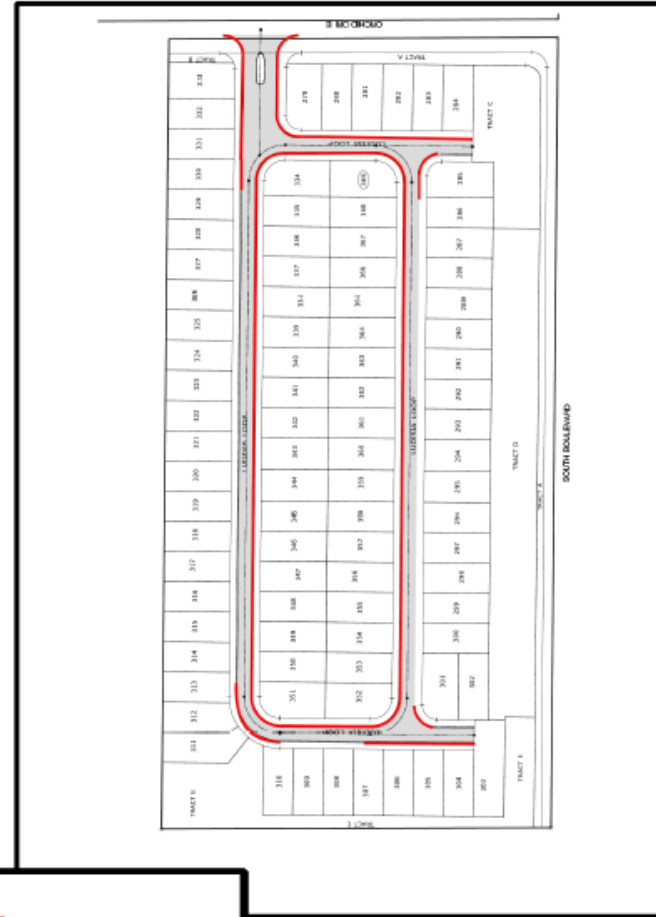
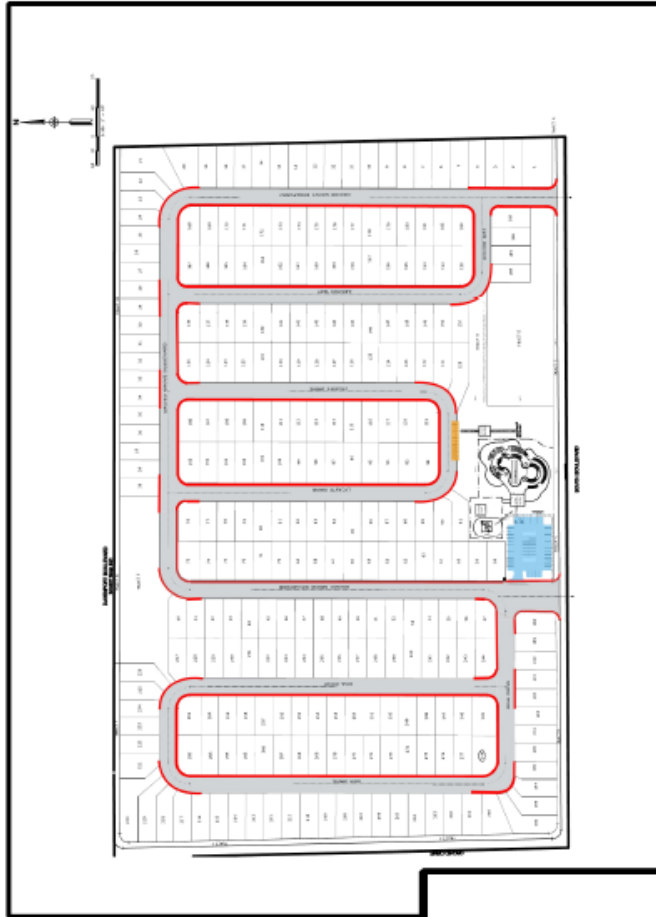
EXHIBIT C - *Amenity Center Parking Areas*

EXHIBIT D - *Outdoor Amenity Parking Areas*

Effective date: August 15, 2024

EXHIBIT A – Tow Away Zone

Davenport Road South CDD ("ORCHID GROVE")
Parking Review Summer 2024
Ver.1.2b



LEGEND

- Tow Away Zone
- AMENITY: 1 Hour Parking Zone (NO OVERNIGHT PARKING without approved permit*)
- AMENITY: 4 Hour Parking Zone (NO OVERNIGHT PARKING without approved permit*)

EXHIBIT B - Map of Overnight Parking Areas

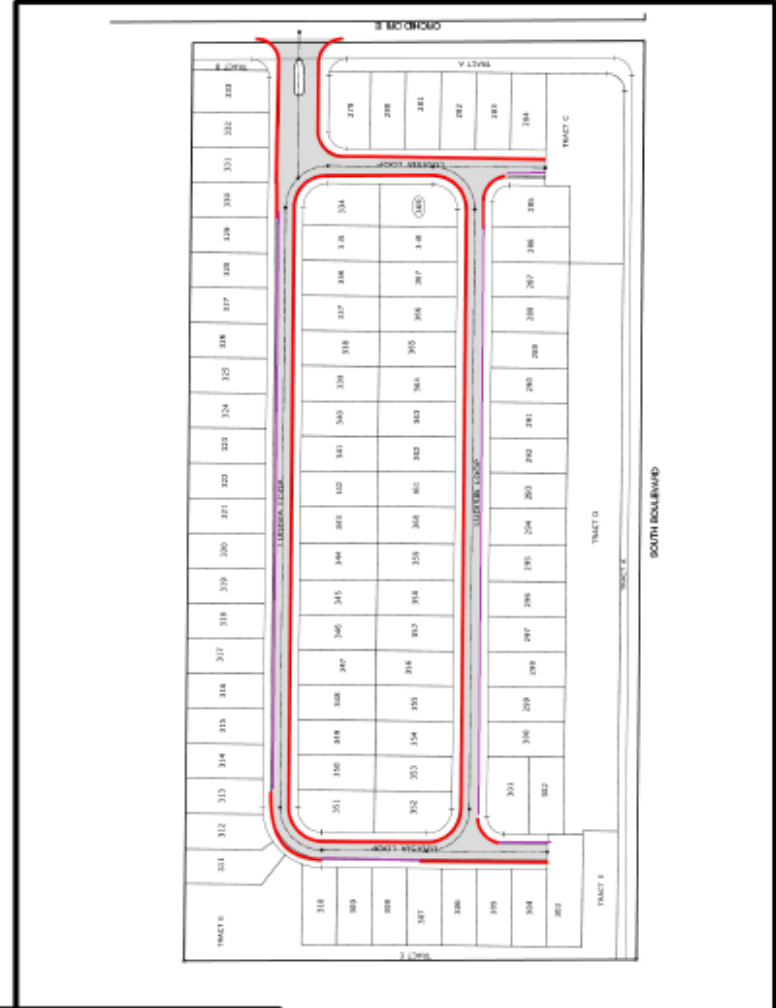
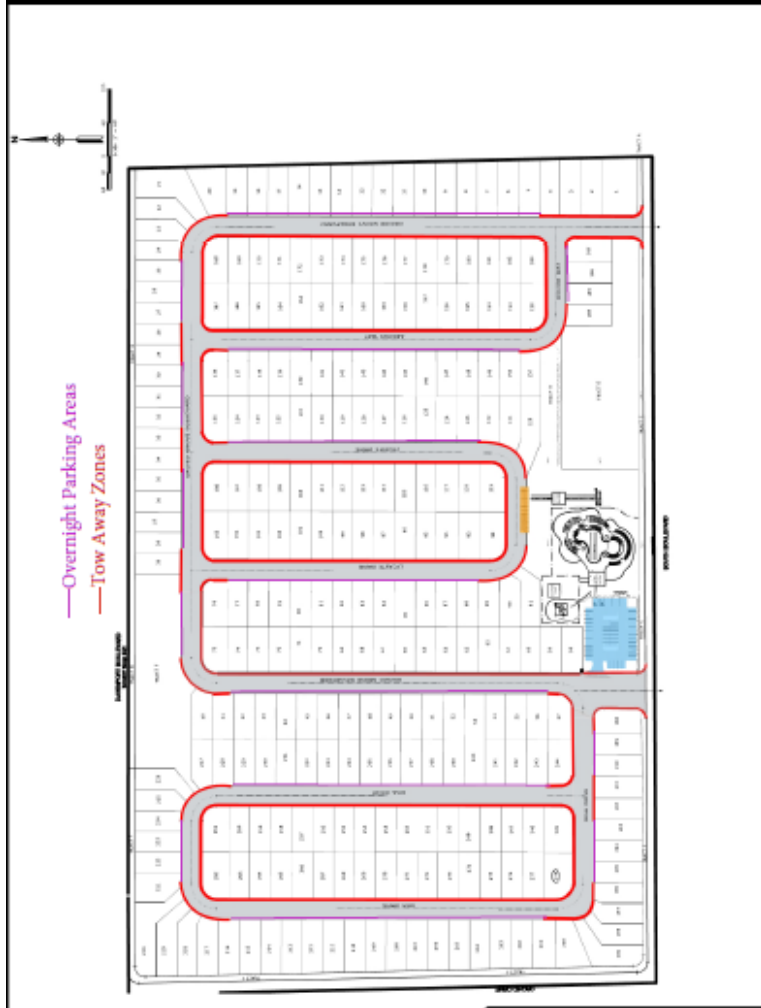


EXHIBIT C - Amenity Center Parking Areas

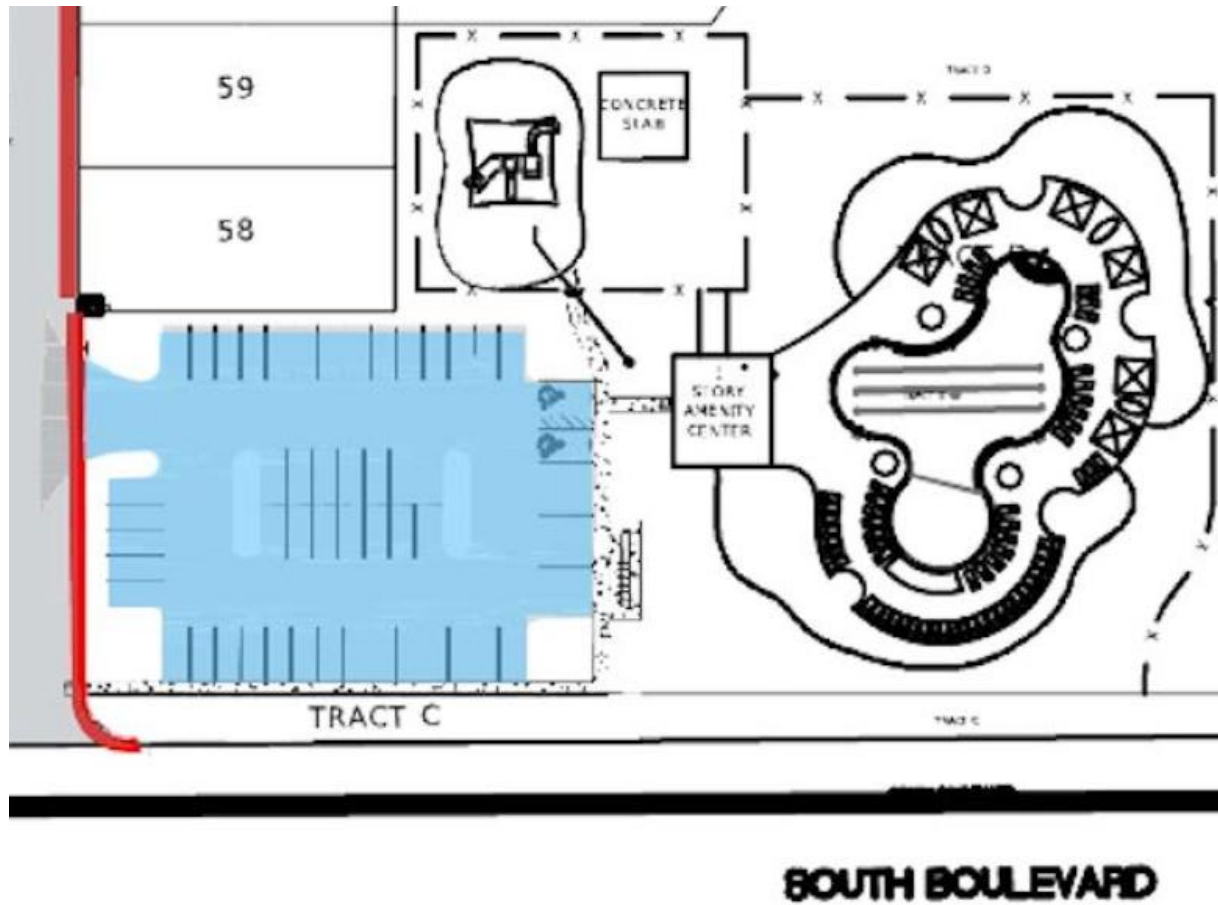
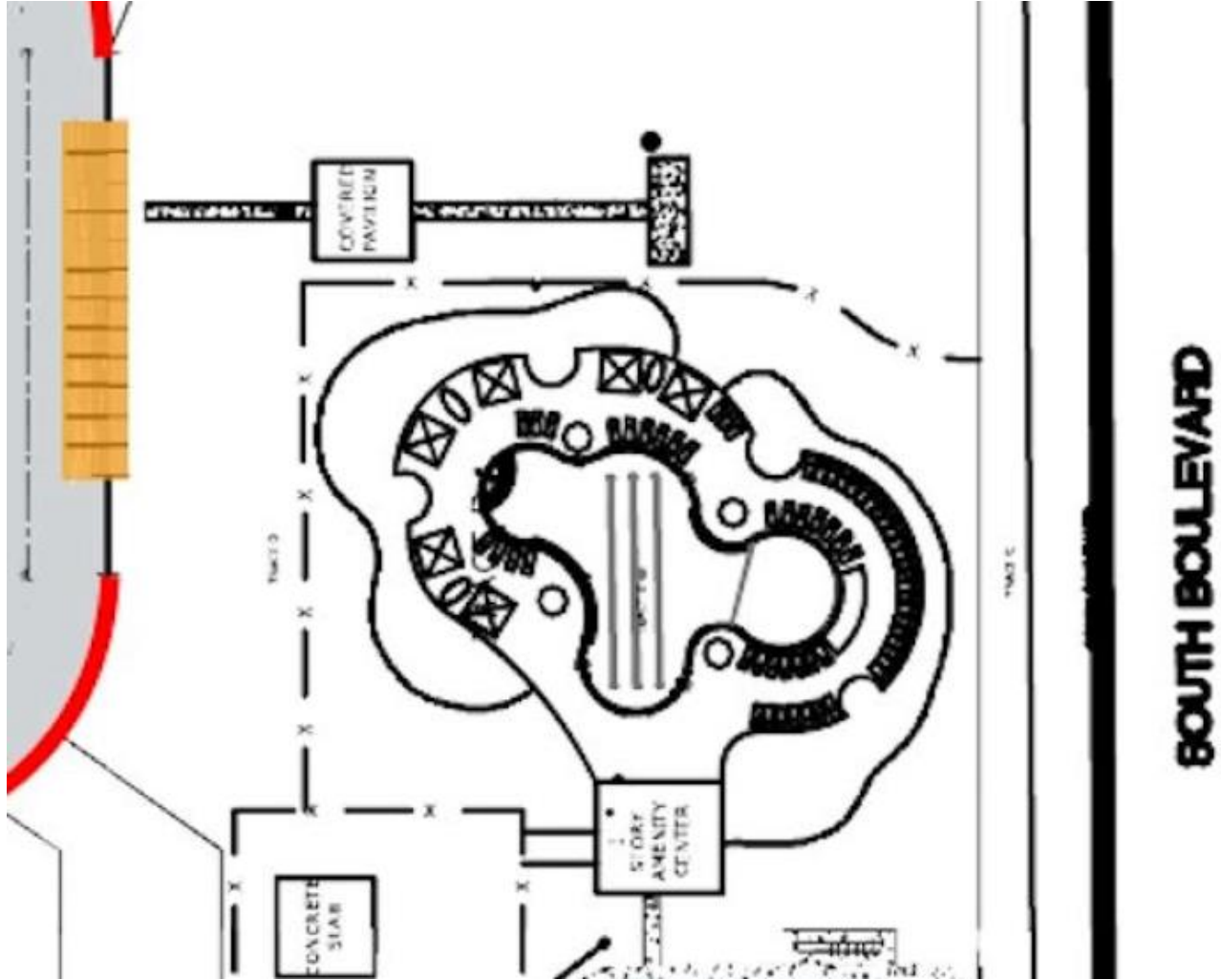


EXHIBIT D - Outdoor Amenity Parking Areas



ANTI-HUMAN TRAFFICKING AFFIDAVIT

I, Rebecca Raymond, as manager, on behalf of S&S Towing & Recovery, LLC, a Florida limited liability company (the "Contractor"), under penalty of perjury hereby attest as follows:


1. I am over 21 years of age and an officer or representative of the Contractor.
2. The Contractor does not use coercion for labor or services as defined in Section 787.06(2)(a), *Florida Statutes*.
3. More particularly, the Contractor does not participate in any of the following actions:
 - (a) Using or threatening to use physical force against any person;
 - (b) Restraining, isolating or confining or threatening to restrain, isolate or confine any person without lawful authority and against her or his will;
 - (c) Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of the labor or services are not respectively limited and defined;
 - (d) Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
 - (e) Causing or threatening to cause financial harm to any person;
 - (f) Enticing or luring any person by fraud or deceit; or
 - (g) Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03, *Florida Statutes*, to any person for the purpose of exploitation of that person.

Dated: March 4th, 2025

[Remainder of page intentionally left blank]

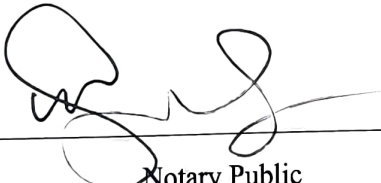
FURTHER AFFIANT SAYETH NAUGHT.

S&S Towing & Recovery, LLC,
a Florida limited liability company

By: 
Name: Rebecca Raymond
Title: Manager

STATE OF FLORIDA
COUNTY OF Polk

SWORN TO AND SUBSCRIBED before me physical presence or remote
notarization by Rebecca Raymond, as manager, of S&S Towing &
Recovery, LLC, who is personally known to me or who produced FLDL as
identification this 4 day of march, 2025.


Notary Public

(Notary Seal)



ASTRID TOWNSEND
Notary Public
State of Florida
Comm# HH607423
Expires 10/28/2028

SECTION V

LICENSE AGREEMENT BETWEEN DAVENPORT ROAD SOUTH COMMUNITY DEVELOPMENT DISTRICT AND ORCHID GROVE HOMEOWNERS ASSOCIATION, INC., REGARDING THE USE OF CERTAIN DISTRICT PROPERTY

THIS LICENSE AGREEMENT (the “**Agreement**”) is made and entered into this ___ day of March 2025, by and between:

DAVENPORT ROAD SOUTH COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, located in Polk County, Florida, with a mailing address of c/o Governmental Management Services – Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801 (the “**District**”), and

ORCHID GROVE HOMEOWNERS ASSOCIATION, INC., a Florida not for profit corporation, with a mailing address of c/o Highland Community Management, LLC, 4110 South Florida Avenue, Suite 200, Lakeland, Florida 33813 (the “**Licensee**”, and together with the District, the “**Parties**”).

RECITALS

WHEREAS, the District is a special-purpose unit of local government established pursuant to and governed by Chapter 190, Florida Statutes; and

WHEREAS, the District owns, operates, and maintains various parcels of real property within the boundaries of the District, including those identified in **Exhibit A** attached hereto (the “**License Property**”); and

WHEREAS, the Licensee previously installed mailbox kiosks upon the License Property (“**Mailbox Kiosks**”); and

WHEREAS, the District’s Board of Supervisors (“**Board**”) is willing to grant a non-exclusive, revocable license to formally authorize Licensee’s prior installation of the Mailbox Kiosks, provided that such use does not impede the District’s operation of the License Property as a public improvement, such use is in compliance with this Agreement and provided that the Licensee complies with the provisions set forth herein; and

WHEREAS, the District and the Licensee warrant and agree that they have all rights, power, and authority to enter into and be bound by this Agreement.

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 District and the Licensee agree as follows:

1. INCORPORATION OF RECITALS. The Recitals stated above are true and correct and are incorporated herein as a material part of this Agreement.

2. GRANT OF LICENSE. The District hereby grants to Licensee a limited, non-exclusive license over, across, and around the License Property for the sole purpose and as necessary for operating, maintaining, repairing and replacing the Mailbox Kiosks (“**License**”). The License includes rights of ingress and egress, as may be reasonably necessary for the Licensee and its staff, employees and contractors to access the License Property to facilitate such services. In consideration of said use of the License Property, Licensee agrees to the following conditions:

- a. Licensee shall be solely responsible for all maintenance and operation of the Mailbox Kiosks. Any work performed by or on behalf of the Licensee pursuant to this License shall be performed in accordance with all applicable governmental standards and regulations and performed in a good and workmanlike manner. Licensee shall ensure that any District property is kept free of liens and shall immediately discharge any liens that are placed on District property.
- b. Licensee must obtain the District’s written approval before making any other changes, modifications, or installations on the License Property. The Licensee’s access does not include the use of any other District facilities, including but not limited to the recreational facilities or other improvements.
- c. The District’s designees for purposes of this Agreement shall be its District Manager. The District reserves all rights and privileges in and to the District’s property, including the License Property. This License for the License Property is granted to Licensee in its “as is” condition and without any warranty or representation, express or implied. No other use of, or access to, the District’s property or recreational facilities is permitted without prior written consent of the District through its designee.
- d. Licensee shall use due care to protect the Mailbox Kiosks from damage in the course of exercising the rights granted by the License. Licensee shall be responsible, at its sole cost, for replacing or repairing the Mailbox Kiosks, including without limitation, ongoing maintenance, installation and or removal thereof, including the activities of the Licensee or its contractors, subcontractors, agents, employees or others under Licensee’s direction or control. The Licensee shall use all due care to protect the License Property and adjoining property from damage resulting from the Licensee’s use of the License Property. In the event the Licensee, or its respective employees, agents, assignees, contractors (or their subcontractors, employees, or materialmen) or representatives cause damage to the License Property or to adjacent property or improvements in the exercise of the License granted herein, the Licensee, at its sole cost and expense, agrees to promptly commence and diligently pursue the restoration of the same and the improvements so damaged to, as nearly as practical, the original condition and grade, including, without limitation, repair and replacement of any landscaping, hardscaping, plantings, ground cover, roadways, sidewalks, parking areas, and other structures or improvements of any kind.

- e. Licensee remains responsible for the safety and security of all persons operating under this grant of License.
- f. Licensee's use of the License Property shall be contemporaneous with the use of the District's facilities by patrons of the District, and Licensee's use shall not interfere with the operation of the District's facilities as a public improvement except as set forth herein.
- g. The grant of this License is further conditioned on Licensee's compliance at all times with applicable laws, statutes, ordinances, codes, rules, regulations, and requirements of federal, state, county, city and municipal government, and any and all of their departments and bureaus, and all applicable permits and approvals ("**Laws**"). It is Licensee's responsibility to know, understand and follow such Laws.
- h. The District may revoke the License at any time with or without cause.

3. COVENANTS RUNNING WITH THE LAND; BINDING EFFECT. The rights and burdens created hereby shall be appurtenant to and shall constitute covenants running with the land, shall bind the Parties or their successors, and shall inure to the Parties' benefit.

4. CARE OF PROPERTY. The Licensee agrees to use all due care to protect the property of the District, its residents, and landowners from damage, and to require any participants to do the same. The Licensee agrees that it shall assume responsibility for any and all damage to the District's License Property and other property as a result of the Licensee's use under this Agreement and other damage, other than ordinary wear and tear, which may be attributable to an act or omission by the Licensee or its agent. In the event that any damage to the District's License Property or lands occurs, the District shall notify the Licensee of such damage. The Licensee agrees that the District may make whatever arrangements the District, in its sole discretion, deems necessary to promptly make any such repairs as are necessary to preserve the health, safety, and welfare of the District's lands, facilities, residents and landowners. The Licensee agrees to reimburse the District for any such repairs within thirty (30) days of receipt of an invoice from the District reflecting the cost of the repairs made under this Paragraph. Further, the Licensee shall be solely responsible for the cleaning of the District's License Property following each instance of use in a manner which restores the License Property to the same or a higher degree of cleanliness as they were in prior to use.

5. REVOCATION, SUSPENSION AND TERMINATION. The District and Licensee acknowledge and agree that the License granted herein is a mere privilege and may be suspended, terminated or revoked immediately upon written notice, with or without cause, by either party. In the event this License is revoked or terminated pursuant to its terms, Licensee must expeditiously restore the District property to its same or better condition. Licensee shall not be entitled to any payment of damages for termination or revocation whatsoever by the District – this grant of License is a mere privilege and not a right. The failure of any party hereto to enforce any provision of this Agreement shall not be construed to be a waiver of such or any other provision, nor in any

way to affect the validity of all or any part of this Agreement or the right of such party thereafter to enforce each and every provision. No waiver of any breach shall be held to constitute a waiver of any other or subsequent breach.

6. INDEMNITY; LIMITATIONS ON GOVERNMENTAL LIABILITY. The Licensee hereby agrees to defend, indemnify and hold the District harmless from and against any and all claims, demands, losses, damages, liabilities, and expenses, and all suits, actions and judicial decrees (all costs including, without limitation, expert witness fees, paralegal fees, and reasonable attorneys' fees for the District's legal counsel of choice, whether at trial or on appeal), arising from personal injury, death, or property damage resulting in any manner whatsoever from use of the License by the Licensee, its staff, agents, participants, guests, or invitees. Nothing in this Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in section 768.28, *Florida Statutes*, or other law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

7. RECOVERY OF COSTS AND FEES. In the event either party to this Agreement is required to enforce this Agreement by court proceedings or otherwise, the prevailing party shall be entitled to recover from the other party all fees and costs incurred, including reasonable attorneys' fees and costs.

8. ENTIRE AGREEMENT. This instrument shall constitute the final and complete expression of the agreement between the Parties relating to the subject matter of this Agreement.

9. AMENDMENT. 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 of the Parties to the Agreement.

10. ASSIGNMENT. Neither the District nor the Licensee may assign their rights, duties, or obligations under this Agreement without the prior written approval of the other. Any purported assignment without said written authorization shall be void.

11. CONTROLLING LAW AND 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 Parties agree that venue for any dispute arising hereunder shall be in a court of jurisdiction in Polk County, Florida.

12. DEFAULT. In the event the Licensee shall fail to perform any covenant, term, or provision of this Agreement, then the District shall have the right to immediately terminate this Agreement and the Licensee shall remove the Mailbox Kiosks and any signage from District property.

13. NOTICES. All notices, requests, consents, and other communications hereunder ("Notices") shall be in writing and shall be delivered, mailed by overnight courier or First Class Mail, postage prepaid, to the Parties as follows:

a. **If to the District:** Davenport Road South Community Development District
c/o Governmental Management Services –
Central Florida, LLC
219 East Livingston Street
Orlando, Florida 32801
Attn: District Manager

With a copy to: Kilinski | Van Wyk PLLC
517 East College Avenue
Tallahassee, Florida 32301
Attn: Davenport Road South CDD, District Counsel

b. **If to the Licensee:** Orchid Grove Homeowners Association, Inc.
c/o Highland Community Management, LLC
4110 South Florida Avenue, Suite 200
Lakeland, Florida 33813
Attn: _____

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 Licensee may deliver Notice on behalf of the District and the Licensee. 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.

14. 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.

15. PUBLIC RECORDS. The Licensee understands and agrees that all documents of any kind provided to the District in connection with this License Agreement may be public records, and, accordingly, the Licensee agrees to comply with all applicable provisions of Florida law in handling such records, including, but not limited to, section 119.0701, *Florida Statutes*. The Licensee acknowledges that the designated public records custodian for the District is **Governmental Management Services – Central Florida, LLC** (“**Public Records Custodian**”). Among other requirements and to the extent applicable by law, the Licensee 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 the contract term and following the contract term if the

Licensee 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 the Licensee'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 Licensee, the Licensee 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 LICENSEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LICENSEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE PUBLIC RECORDS CUSTODIAN AT (407) 841-5524, RECORDREQUEST@GMSCFL.COM, OR 219 EAST LIVINGSTON STREET, ORLANDO, FLORIDA 32801.

16. ARM'S LENGTH NEGOTIATION. This Agreement has been negotiated fully among the Parties as an arm's length transaction. The Parties participated fully in the preparation of this Agreement and received, or had the opportunity to receive, the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the Parties are deemed to have drafted, chosen and selected the language and any doubtful language will not be interpreted or construed against any party.

17. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of each of the Parties hereto, each of the Parties has complied with all the requirements of law and each of the Parties has full power and authority to comply with the terms and conditions of this Agreement.

18. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

19. 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.

20. ANTI-HUMAN TRAFFICKING REQUIREMENTS. Licensee certifies, by acceptance of this Agreement, that neither it nor its principals utilize coercion for labor or services as defined in section 787.06, *Florida Statutes*. Licensee agrees to execute the affidavit, in a form acceptable to the District, in compliance with section 787.06(13), *Florida Statutes*.

[Signature page to License Agreement Regarding the Use of Certain District Property]

IN WITNESS WHEREOF, the Parties caused this Agreement to be executed, effective as of the day and year first written above.

**DAVENPORT ROAD SOUTH
COMMUNITY DEVELOPMENT DISTRICT**

Chairperson, Board of Supervisors

**ORCHID GROVE HOMEOWNERS
ASSOCIATION, INC.**, a Florida not for profit
corporation

By: _____
Its: _____

Exhibit A: License Property

Exhibit A
License Property

The License Property includes the District-owned and maintained property that is located adjacent to the Mailbox Kiosks, which are identified in the red box in the image below, along with any District-owned property which is necessary to use for ingress and egress to and from the Mailbox Kiosks.



ANTI-HUMAN TRAFFICKING AFFIDAVIT

I, _____, as _____, on behalf of Orchid Grove Homeowners Association, Inc., a Florida not for profit corporation (the "HOA"), under penalty of perjury hereby attest as follows:

1. I am over 21 years of age and an officer or representative of the HOA.
2. The HOA does not use coercion for labor or services as defined in Section 787.06(2)(a), *Florida Statutes*.
3. More particularly, the HOA does not participate in any of the following actions:
 - (a) Using or threatening to use physical force against any person;
 - (b) Restraining, isolating or confining or threatening to restrain, isolate or confine any person without lawful authority and against her or his will;
 - (c) Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of the labor or services are not respectively limited and defined;
 - (d) Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
 - (e) Causing or threatening to cause financial harm to any person;
 - (f) Enticing or luring any person by fraud or deceit; or
 - (g) Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03, *Florida Statutes*, to any person for the purpose of exploitation of that person.

FURTHER AFFIANT SAYETH NAUGHT.

Orchid Grove Homeowners Association, Inc.

By: _____

Name: _____

Title: _____

Date: _____

STATE OF FLORIDA
COUNTY OF _____

SWORN TO AND SUBSCRIBED before me physical presence or remote notarization by _____, as _____, of Orchid Grove Homeowners Association, Inc., who is personally known to me or who produced _____ as identification this _____ day of _____, 2025.

(Notary Seal)

Notary Public

LICENSE AGREEMENT BETWEEN DAVENPORT ROAD SOUTH COMMUNITY DEVELOPMENT DISTRICT AND ORCHID GROVE WEST HOMEOWNERS ASSOCIATION, INC., REGARDING THE USE OF CERTAIN DISTRICT PROPERTY

THIS LICENSE AGREEMENT (the “**Agreement**”) is made and entered into this ___ day of March 2025, by and between:

DAVENPORT ROAD SOUTH COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, located in Polk County, Florida, with a mailing address of c/o Governmental Management Services – Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801 (the “**District**”), and

ORCHID GROVE WEST HOMEOWNERS ASSOCIATION, INC., a Florida not for profit corporation, with a mailing address of c/o Prime Community Management, LLC, 346 East Central Avenue, Winter Haven, Florida 33880 (the “**Licensee**”, and together with the District, the “**Parties**”).

RECITALS

WHEREAS, the District is a special-purpose unit of local government established pursuant to and governed by Chapter 190, Florida Statutes; and

WHEREAS, the District owns, operates, and maintains various parcels of real property within the boundaries of the District, including those identified in **Exhibit A** attached hereto (the “**License Property**”); and

WHEREAS, the Licensee previously installed mailbox kiosks upon the License Property (“**Mailbox Kiosks**”); and

WHEREAS, the District’s Board of Supervisors (“**Board**”) is willing to grant a non-exclusive, revocable license to formally authorize Licensee’s prior installation of the Mailbox Kiosks, provided that such use does not impede the District’s operation of the License Property as a public improvement, such use is in compliance with this Agreement and provided that the Licensee complies with the provisions set forth herein; and

WHEREAS, the District and the Licensee warrant and agree that they have all rights, power, and authority to enter into and be bound by this Agreement.

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 District and the Licensee agree as follows:

1. INCORPORATION OF RECITALS. The Recitals stated above are true and correct and are incorporated herein as a material part of this Agreement.

2. GRANT OF LICENSE. The District hereby grants to Licensee a limited, non-exclusive license over, across, and around the License Property for the sole purpose and as necessary for operating, maintaining, repairing and replacing the Mailbox Kiosks (“**License**”). The License includes rights of ingress and egress, as may be reasonably necessary for the Licensee and its staff, employees and contractors to access the License Property to facilitate such services. In consideration of said use of the License Property, Licensee agrees to the following conditions:

- a. Licensee shall be solely responsible for all maintenance and operation of the Mailbox Kiosks. Any work performed by or on behalf of the Licensee pursuant to this License shall be performed in accordance with all applicable governmental standards and regulations and performed in a good and workmanlike manner. Licensee shall ensure that any District property is kept free of liens and shall immediately discharge any liens that are placed on District property.
- b. Licensee must obtain the District’s written approval before making any other changes, modifications, or installations on the License Property. The Licensee’s access does not include the use of any other District facilities, including but not limited to the recreational facilities or other improvements.
- c. The District’s designees for purposes of this Agreement shall be its District Manager. The District reserves all rights and privileges in and to the District’s property, including the License Property. This License for the License Property is granted to Licensee in its “as is” condition and without any warranty or representation, express or implied. No other use of, or access to, the District’s property or recreational facilities is permitted without prior written consent of the District through its designee.
- d. Licensee shall use due care to protect the Mailbox Kiosks from damage in the course of exercising the rights granted by the License. Licensee shall be responsible, at its sole cost, for replacing or repairing the Mailbox Kiosks, including without limitation, ongoing maintenance, installation and or removal thereof, including the activities of the Licensee or its contractors, subcontractors, agents, employees or others under Licensee’s direction or control. The Licensee shall use all due care to protect the License Property and adjoining property from damage resulting from the Licensee’s use of the License Property. In the event the Licensee, or its respective employees, agents, assignees, contractors (or their subcontractors, employees, or materialmen) or representatives cause damage to the License Property or to adjacent property or improvements in the exercise of the License granted herein, the Licensee, at its sole cost and expense, agrees to promptly commence and diligently pursue the restoration of the same and the improvements so damaged to, as nearly as practical, the original condition and grade, including, without limitation, repair and replacement of any landscaping, hardscaping, plantings, ground cover, roadways, sidewalks, parking areas, and other structures or improvements of any kind.

- e. Licensee remains responsible for the safety and security of all persons operating under this grant of License.
- f. Licensee's use of the License Property shall be contemporaneous with the use of the District's facilities by patrons of the District, and Licensee's use shall not interfere with the operation of the District's facilities as a public improvement except as set forth herein.
- g. The grant of this License is further conditioned on Licensee's compliance at all times with applicable laws, statutes, ordinances, codes, rules, regulations, and requirements of federal, state, county, city and municipal government, and any and all of their departments and bureaus, and all applicable permits and approvals ("**Laws**"). It is Licensee's responsibility to know, understand and follow such Laws.
- h. The District may revoke the License at any time with or without cause.

3. COVENANTS RUNNING WITH THE LAND; BINDING EFFECT. The rights and burdens created hereby shall be appurtenant to and shall constitute covenants running with the land, shall bind the Parties or their successors, and shall inure to the Parties' benefit.

4. CARE OF PROPERTY. The Licensee agrees to use all due care to protect the property of the District, its residents, and landowners from damage, and to require any participants to do the same. The Licensee agrees that it shall assume responsibility for any and all damage to the District's License Property and other property as a result of the Licensee's use under this Agreement and other damage, other than ordinary wear and tear, which may be attributable to an act or omission by the Licensee or its agent. In the event that any damage to the District's License Property or lands occurs, the District shall notify the Licensee of such damage. The Licensee agrees that the District may make whatever arrangements the District, in its sole discretion, deems necessary to promptly make any such repairs as are necessary to preserve the health, safety, and welfare of the District's lands, facilities, residents and landowners. The Licensee agrees to reimburse the District for any such repairs within thirty (30) days of receipt of an invoice from the District reflecting the cost of the repairs made under this Paragraph. Further, the Licensee shall be solely responsible for the cleaning of the District's License Property following each instance of use in a manner which restores the License Property to the same or a higher degree of cleanliness as they were in prior to use.

5. REVOCATION, SUSPENSION AND TERMINATION. The District and Licensee acknowledge and agree that the License granted herein is a mere privilege and may be suspended, terminated or revoked immediately upon written notice, with or without cause, by either party. In the event this License is revoked or terminated pursuant to its terms, Licensee must expeditiously restore the District property to its same or better condition. Licensee shall not be entitled to any payment of damages for termination or revocation whatsoever by the District – this grant of License is a mere privilege and not a right. The failure of any party hereto to enforce any provision of this Agreement shall not be construed to be a waiver of such or any other provision, nor in any

way to affect the validity of all or any part of this Agreement or the right of such party thereafter to enforce each and every provision. No waiver of any breach shall be held to constitute a waiver of any other or subsequent breach.

6. INDEMNITY; LIMITATIONS ON GOVERNMENTAL LIABILITY. The Licensee hereby agrees to defend, indemnify and hold the District harmless from and against any and all claims, demands, losses, damages, liabilities, and expenses, and all suits, actions and judicial decrees (all costs including, without limitation, expert witness fees, paralegal fees, and reasonable attorneys' fees for the District's legal counsel of choice, whether at trial or on appeal), arising from personal injury, death, or property damage resulting in any manner whatsoever from use of the License by the Licensee, its staff, agents, participants, guests, or invitees. Nothing in this Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in section 768.28, *Florida Statutes*, or other law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

7. RECOVERY OF COSTS AND FEES. In the event either party to this Agreement is required to enforce this Agreement by court proceedings or otherwise, the prevailing party shall be entitled to recover from the other party all fees and costs incurred, including reasonable attorneys' fees and costs.

8. ENTIRE AGREEMENT. This instrument shall constitute the final and complete expression of the agreement between the Parties relating to the subject matter of this Agreement.

9. AMENDMENT. 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 of the Parties to the Agreement.

10. ASSIGNMENT. Neither the District nor the Licensee may assign their rights, duties, or obligations under this Agreement without the prior written approval of the other. Any purported assignment without said written authorization shall be void.

11. CONTROLLING LAW AND 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 Parties agree that venue for any dispute arising hereunder shall be in a court of jurisdiction in Polk County, Florida.

12. DEFAULT. In the event the Licensee shall fail to perform any covenant, term, or provision of this Agreement, then the District shall have the right to immediately terminate this Agreement and the Licensee shall remove the Mailbox Kiosks and any signage from District property.

13. NOTICES. All notices, requests, consents, and other communications hereunder ("Notices") shall be in writing and shall be delivered, mailed by overnight courier or First Class Mail, postage prepaid, to the Parties as follows:

a. **If to the District:** Davenport Road South Community Development District
c/o Governmental Management Services –
Central Florida, LLC
219 East Livingston Street
Orlando, Florida 32801
Attn: District Manager

With a copy to: Kilinski | Van Wyk PLLC
517 East College Avenue
Tallahassee, Florida 32301
Attn: Davenport Road South CDD, District Counsel

b. **If to the Licensee:** Orchid Grove West Homeowners Association, Inc.
c/o Prime Community Management, LLC
346 East Central Avenue
Winter Haven, Florida 33880
Attn: _____

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 Licensee may deliver Notice on behalf of the District and the Licensee. 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.

14. 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.

15. PUBLIC RECORDS. The Licensee understands and agrees that all documents of any kind provided to the District in connection with this License Agreement may be public records, and, accordingly, the Licensee agrees to comply with all applicable provisions of Florida law in handling such records, including, but not limited to, section 119.0701, *Florida Statutes*. The Licensee acknowledges that the designated public records custodian for the District is **Governmental Management Services – Central Florida, LLC** (“**Public Records Custodian**”). Among other requirements and to the extent applicable by law, the Licensee 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 the contract term and following the contract term if the

Licensee 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 the Licensee'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 Licensee, the Licensee 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 LICENSEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LICENSEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE PUBLIC RECORDS CUSTODIAN AT (407) 841-5524, RECORDREQUEST@GMSCFL.COM, OR 219 EAST LIVINGSTON STREET, ORLANDO, FLORIDA 32801.

16. ARM'S LENGTH NEGOTIATION. This Agreement has been negotiated fully among the Parties as an arm's length transaction. The Parties participated fully in the preparation of this Agreement and received, or had the opportunity to receive, the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the Parties are deemed to have drafted, chosen and selected the language and any doubtful language will not be interpreted or construed against any party.

17. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of each of the Parties hereto, each of the Parties has complied with all the requirements of law and each of the Parties has full power and authority to comply with the terms and conditions of this Agreement.

18. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

19. 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.

20. ANTI-HUMAN TRAFFICKING REQUIREMENTS. Licensee certifies, by acceptance of this Agreement, that neither it nor its principals utilize coercion for labor or services as defined in section 787.06, *Florida Statutes*. Licensee agrees to execute the affidavit, in a form acceptable to the District, in compliance with section 787.06(13), *Florida Statutes*.

[Signature page to License Agreement Regarding the Use of Certain District Property]

IN WITNESS WHEREOF, the Parties caused this Agreement to be executed, effective as of the day and year first written above.

**DAVENPORT ROAD SOUTH
COMMUNITY DEVELOPMENT DISTRICT**

Chairperson, Board of Supervisors

**ORCHID GROVE WEST HOMEOWNERS
ASSOCIATION, INC.**, a Florida not for profit
corporation

By: _____
Its: _____

Exhibit A: License Property

Exhibit A
License Property

The License Property includes the District-owned and maintained property that is located adjacent to the Mailbox Kiosks, which are identified in the red box in the image below, along with any District-owned property which is necessary to use for ingress and egress to and from the Mailbox Kiosks.



ANTI-HUMAN TRAFFICKING AFFIDAVIT

I, _____, as _____, on behalf of Orchid Grove West Homeowners Association, Inc., a Florida not for profit corporation (the "HOA"), under penalty of perjury hereby attest as follows:

1. I am over 21 years of age and an officer or representative of the HOA.
2. The HOA does not use coercion for labor or services as defined in Section 787.06(2)(a), *Florida Statutes*.
3. More particularly, the HOA does not participate in any of the following actions:
 - (a) Using or threatening to use physical force against any person;
 - (b) Restraining, isolating or confining or threatening to restrain, isolate or confine any person without lawful authority and against her or his will;
 - (c) Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of the labor or services are not respectively limited and defined;
 - (d) Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
 - (e) Causing or threatening to cause financial harm to any person;
 - (f) Enticing or luring any person by fraud or deceit; or
 - (g) Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03, *Florida Statutes*, to any person for the purpose of exploitation of that person.

FURTHER AFFIANT SAYETH NAUGHT.

Orchid Grove West Homeowners Association, Inc.

By: _____

Name: _____

Title: _____

Date: _____

STATE OF FLORIDA
COUNTY OF _____

SWORN TO AND SUBSCRIBED before me physical presence or remote notarization by _____, as _____, of Orchid Grove West Homeowners Association, Inc., who is personally known to me or who produced _____ as identification this ____ day of _____, 2025.

(Notary Seal)

Notary Public

SECTION VI



617

921

621

925

625

929

629

933

412

Disa Dr

Disa Dr

413

405

Orchid Grove Blvd

Orchid Grove Blvd

Orchid Grove Blvd

924

1175

928

1171

932

1167

936

940

1154

Lycaste Dr

Lycaste Dr

Lycaste Dr

n Rd

R W S Ranch Rd

South Blvd W

R W S Ranch Rd

South Blvd W

Google

SECTION VII

RESOLUTION 2025-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE DAVENPORT ROAD SOUTH COMMUNITY DEVELOPMENT DISTRICT APPROVING PROPOSED BUDGETS FOR FISCAL YEAR 2026 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has heretofore prepared and submitted to the Board of Supervisors (“**Board**”) of the Davenport Road South Community Development District (“**District**”) prior to June 15, 2025, proposed budgets (“**Proposed Budget**”) for the fiscal year beginning October 1, 2025, and ending September 30, 2026 (“**Fiscal Year 2026**”); and

WHEREAS, the Board has considered the Proposed Budget and desires to set the required public hearing thereon.

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

1. **PROPOSED BUDGET APPROVED.** The Proposed Budget prepared by the District Manager for Fiscal Year 2026 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

2. **SETTING A PUBLIC HEARING.** A public hearing on said approved Proposed Budget is hereby declared and set for the following date, hour and location:

DATE: June 19, 2025

HOUR: 10:30 a.m.

LOCATION: Holiday Inn – Winter Haven
200 Cypress Gardens Boulevard
Winter Haven, Florida 33880

3. **TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENTS.** The District Manager is hereby directed to submit a copy of the Proposed Budget to the City of Davenport and Polk County at least 60 days prior to the hearing set above.

4. **POSTING OF PROPOSED BUDGET.** In accordance with Section 189.016, *Florida Statutes*, the District’s Secretary is further directed to post the approved Proposed Budget on the District’s website at least two days before the budget

hearing date as set forth in Section 2, and shall remain on the website for at least 45 days.

5. **PUBLICATION OF NOTICE.** Notice of this public hearing shall be published in the manner prescribed in Florida law.

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.

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

PASSED AND ADOPTED THIS 20TH DAY OF MARCH, 2025.

ATTEST:

**DAVENPORT ROAD SOUTH
COMMUNITY DEVELOPMENT
DISTRICT**

Secretary

By: _____
Its: _____

Exhibit A: Proposed Budget for Fiscal Year 2026

Davenport Road South

Community Development District

Proposed Budget
FY 2026



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7 Series 2018 Debt Service Fund

8 Series 2018 Amortization Schedule

9 Capital Reserve Fund

Davenport Road South Community Development District

Proposed Budget General Fund

Description	Adopted Budget FY2025	Actuals Thru 1/31/25	Projected Next 8 Months	Projected Thru 9/30/25	Proposed Budget FY2026
Revenues					
Assessments - On Roll	\$ 355,842	\$ 352,218	\$ 3,624	\$ 355,842	\$ 355,842
Contribution from HM West	\$ 101,033	\$ -	\$ 101,033	\$ 101,033	\$ 104,336
Total Revenues	\$ 456,876	\$ 352,218	\$ 104,657	\$ 456,875	\$ 460,179
Expenditures					
<i>Administrative</i>					
Supervisor Fees	\$ 12,000	\$ -	\$ 8,000	\$ 8,000	\$ 12,000
FICA Expense	\$ -	\$ -	\$ 612	\$ 612	\$ 918
Engineering	\$ 10,000	\$ 325	\$ 5,948	\$ 6,273	\$ 10,000
Dissemination Fees	\$ 5,250	\$ 1,750	\$ 3,500	\$ 5,250	\$ 5,408
Attorney Fees	\$ 18,000	\$ 4,274	\$ 12,680	\$ 16,954	\$ 18,000
Assessment Administration	\$ 5,250	\$ 5,250	\$ -	\$ 5,250	\$ 5,408
Annual Audit	\$ 4,400	\$ -	\$ 4,400	\$ 4,400	\$ 4,500
Trustee Fees	\$ 4,042	\$ -	\$ 4,042	\$ 4,042	\$ 4,446
Management Fees	\$ 45,000	\$ 15,000	\$ 30,000	\$ 45,000	\$ 46,350
Information Technology	\$ 1,575	\$ 525	\$ 1,050	\$ 1,575	\$ 1,622
Website Maintenance	\$ 1,575	\$ 525	\$ 1,050	\$ 1,575	\$ 1,622
Postage	\$ 850	\$ 148	\$ 296	\$ 443	\$ 850
Telephone	\$ 100	\$ -	\$ 50	\$ 50	\$ -
Printing & Binding	\$ 150	\$ 5	\$ 30	\$ 35	\$ 150
Insurance	\$ 7,575	\$ 7,296	\$ -	\$ 7,296	\$ 8,390
Legal Advertising	\$ 5,750	\$ 950	\$ 2,084	\$ 3,034	\$ 5,000
Contingency	\$ 2,500	\$ 164	\$ 600	\$ 764	\$ 2,500
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ -	\$ 175	\$ 175
Total Administrative	\$ 124,192	\$ 36,387	\$ 74,341	\$ 110,728	\$ 127,339

Davenport Road South

Community Development District

Proposed Budget General Fund

Description	Adopted Budget FY2025	Actuals Thru 1/31/25	Projected Next 8 Months	Projected Thru 9/30/25	Proposed Budget FY2026
Operation and Maintenance					
<i>Field Expenditures</i>					
Field Management	\$ 17,530	\$ 5,843	\$ 11,686	\$ 17,530	\$ 18,056
Electric	\$ 4,028	\$ 946	\$ 2,800	\$ 3,746	\$ 4,028
Streetlights	\$ 23,750	\$ 4,723	\$ 13,600	\$ 18,323	\$ 23,750
Landscape Maintenance	\$ 37,500	\$ 12,500	\$ 25,000	\$ 37,500	\$ 38,625
Landscape Contingency	\$ 25,000	\$ -	\$ 12,500	\$ 12,500	\$ 10,000
Mulch	\$ -	\$ -	\$ -	\$ -	\$ 15,000
Irrigation Repairs	\$ 6,000	\$ 707	\$ 1,414	\$ 2,121	\$ 6,000
General Field Repairs & Maintenance	\$ 12,500	\$ 6,073	\$ 6,427	\$ 12,500	\$ 12,500
Contingency	\$ 7,500	\$ -	\$ 5,750	\$ 5,750	\$ 11,500
Subtotal	\$ 133,807	\$ 30,791	\$ 79,178	\$ 109,969	\$ 139,458
<i>Amenity Expenditures</i>					
Property Insurance	\$ 20,553	\$ 17,019	\$ -	\$ 17,019	\$ 25,529
Security	\$ 35,000	\$ 9,488	\$ 18,976	\$ 28,464	\$ 36,050
Landscape Maintenance-Amenity	\$ 13,500	\$ 4,480	\$ 8,960	\$ 13,440	\$ 13,905
Landscape Contingency-Amenity	\$ 8,500	\$ -	\$ 4,250	\$ 4,250	\$ 16,000
Mulch	\$ -	\$ -	\$ -	\$ -	\$ 6,000
Pest Control	\$ 850	\$ 208	\$ 616	\$ 824	\$ 1,020
Pool Maintenance	\$ 23,940	\$ 8,416	\$ 15,800	\$ 24,216	\$ 24,408
Hydro Lift	\$ 10,500	\$ -	\$ 10,500	\$ 10,500	\$ -
Janitorial Services	\$ 11,820	\$ 3,900	\$ 7,800	\$ 11,700	\$ 13,150
Janitorial Additional Services	\$ 675	\$ -	\$ 675	\$ 675	\$ -
Amenity-Electric	\$ 20,250	\$ 3,910	\$ 11,730	\$ 15,639	\$ 20,250
Amenity-Water	\$ 2,500	\$ 1,725	\$ 1,200	\$ 2,925	\$ 3,656
Cable/Internet	\$ 2,150	\$ 720	\$ 1,440	\$ 2,160	\$ 2,484
Parking Lot Resurfacing	\$ 8,000	\$ -	\$ 8,000	\$ 8,000	\$ -
Amenity Repairs & Maintenance	\$ 15,000	\$ 240	\$ 10,000	\$ 10,240	\$ 15,000
Amenity Access Management	\$ 6,300	\$ 2,100	\$ 4,200	\$ 6,300	\$ 6,489
Amenity Contingency	\$ 7,500	\$ -	\$ 7,500	\$ 7,500	\$ 7,500
Subtotal	\$ 187,038	\$ 52,206	\$ 111,646	\$ 163,852	\$ 191,441
Subtotal Field Expenditures	\$ 320,845	\$ 82,997	\$ 190,824	\$ 273,821	\$ 330,899
Total Expenditures	\$ 445,037	\$ 119,384	\$ 265,165	\$ 384,549	\$ 458,238
<i>Other Financing Sources/Uses:</i>					
Capital Reserve	\$ (12,742)	\$ -	\$ (12,742)	\$ (12,742)	\$ (1,940)
Total Other Financing Sources/Uses	\$ (12,742)	\$ -	\$ (12,742)	\$ (12,742)	\$ (1,940)
Excess Revenues/(Expenditures)	\$ (903)	\$ 232,834	\$ (173,250)	\$ 59,584	\$ 0
Net Assessments					\$355,842
Add: Discounts & Collections 7%					\$26,784
Gross Assessments					\$382,626

Product	ERU's	Assessable Units	ERU/Unit	Net Assessment	Net Per Unit	Gross Per Unit
Platted	369.00	369.00	1.00	\$355,842.21	\$964.34	\$1,036.93

Davenport Road South Community Development District General Fund Budget

REVENUES:

Assessments

The District will levy a non-ad valorem assessment on all assessable property within the District to fund all general operating and maintenance expenditures during the fiscal year.

Contribution from Highland Meadow West

The District has an interlocal agreement with Highland Meadows West for shared amenity facilities with certain costs being allocated based upon the proportionate number of platted units in each District.

EXPENDITURES:

Administrative:

Supervisor Fees

Chapter 190, Florida Statutes, allows for each Board member to receive \$200 per meeting, not to exceed \$4,800 per year paid to each Supervisor for the time devoted to District business and meetings. Amount is based on 5 Supervisors attending 12 meetings during the fiscal year.

Engineering

The District's engineer provides general engineering services to the District, e.g. attendance and preparation for monthly board meetings, review invoices, etc.

Dissemination Fees

The District is required by the Security and Exchange Commission to comply with Rule 15c2-12(b)(5) which relates to additional reporting requirements for unrated bond issues. This cost is based upon the Series 2018 bond series. Governmental Management Services – Central Florida, LLC completes these reporting requirements.

Attorney

The District's legal counsel provides general legal services to the District, e.g. attendance and preparation for monthly meetings, preparation and review of agreements, resolutions, etc.

Assessment Administration

The District is contracted with Governmental Management Services – Central Florida, LLC to levy and administer the collection of non-ad valorem assessment on all assessable property within the District.

Annual Audit

The District is required by Florida Statutes to arrange for an independent audit of its financial records on an annual basis. The District is currently contracted with Grau & Associates for these services.

Trustee Fees

The District will pay annual trustee fees for its Series 2018 bonds.

Davenport Road South Community Development District General Fund Budget

Management Fees

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

Information Technology

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

Website Maintenance

Represents the costs associated with monitoring and maintaining the District's website created in accordance with Chapter 189, Florida Statutes. These services include site performance assessments, security and firewall maintenance, updates, document uploads, hosting and domain renewals, website backups, etc. Governmental Management Services – Central Florida, LLC provides these services.

Postage

Mailing of agenda packages, overnight deliveries, correspondence, etc.

Telephone

Telephone and fax machine.

Printing & Binding

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

Insurance

The District's general liability, public officials liability and property insurance coverages.

Legal Advertising

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

Contingency

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

Dues, Licenses & Subscriptions

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

Davenport Road South Community Development District General Fund Budget

Operation and Maintenance

Field Expenditures:

Field Management

The District is contracted with Governmental Management Services-Central Florida, LLC for onsite field management of contracts for the District such as landscape and lake maintenance. Services include onsite inspections, meetings with contractors, monitoring of utility accounts, attend Board meetings and receive and respond to property owner phone calls and emails.

Electric

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

Street Lights

Encompasses the budgeted amount for the District's decorative light poles and fixtures in various locations.

Landscape Maintenance

Represents the estimated maintenance of the landscaping within the common areas of the District.

Landscape Contingency

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

Mulch

Represents the estimated cost of mulch within the common areas of the District.

Irrigation Repairs

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

General Field Repairs & Maintenance

The estimated costs that the District will incur for repairs and maintenance.

Contingency

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

Amenity Expenditures

Property Insurance

The District's property insurance coverages.

Security

Represents security services provided throughout the fiscal year.

Davenport Road South Community Development District General Fund Budget

Landscape Maintenance

Represents the estimated maintenance of the landscaping within the Amenity of the District.

Landscape Contingency

Represents the estimated cost of replacing landscaping within the Amenity of the District.

Mulch

Represents the estimated cost of mulch within the Amenity areas of the District.

Pest Control

Represents pest control for monthly treatment at the Amenity Center.

Pool Maintenance

Represents the cost to provide pool chemicals and pool maintenance services.

Janitorial Services

This line item represents janitorial services provided for the Amenity Center.

Electric – Amenity

This represents the estimated cost for electric utility of the Amenity Center.

Water – Amenity

Represents current and estimated costs for water and refuse services provided.

Cable/Internet

Represents internet services at the Amenity Center.

Amenity Repairs & Maintenance

Represents estimated general cost for repairs and maintenance of the amenity center.

Amenity Access Management

Provides access card issuance through registration, proof of residency, and photo identification. The team also provides keycard troubleshooting for issues and concerns related to access control. Staff reviews security concerns and amenity policy violations via remote camera monitoring on an as-needed basis. Districts are provided electronic communication for District news and direct remote customer service through phone and email directly to the Amenity Access Team.

Amenity Contingency

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

Other Financing Sources/(Uses)

Capital Reserve

Represents projected transfer out to the Capital Projects fund.

Davenport Road South
Community Development District
Proposed Budget
Debt Service Fund Series 2018

Description	Adopted Budget FY2025	Actuals Thru 1/31/25	Projected Next 8 Months	Projected Thru 9/30/25	Proposed Budget FY2026
Revenues					
Assessments - Tax Roll	\$ 447,274	\$ 442,717	\$ 4,557	\$ 447,274	\$ 447,274
Interest	\$ -	\$ 7,157	\$ 14,314	\$ 21,471	\$ 10,000
Carry Forward Surplus ⁽¹⁾	\$ 396,453	\$ 368,218	\$ -	\$ 368,218	\$ 393,376
Total Revenues	\$ 843,727	\$ 818,092	\$ 18,871	\$ 836,963	\$ 850,650
Expenditures					
Interest - 11/1	\$ 155,813	\$ 155,813	\$ -	\$ 155,813	\$ 152,775
Principal - 11/1	\$ 135,000	\$ 135,000	\$ -	\$ 135,000	\$ 140,000
Interest - 5/1	\$ 152,775	\$ -	\$ 152,775	\$ 152,775	\$ 149,625
Total Expenditures	\$ 443,588	\$ 290,813	\$ 152,775	\$ 443,588	\$ 442,400
Excess Revenues/(Expenditures)	\$ 400,139	\$ 527,279	\$ (133,904)	\$ 393,376	\$ 408,250

Interest - 11/1	\$ 149,625.00
Principal - 11/1	\$ 145,000.00
Total	\$ 294,625.00

⁽¹⁾ Carryforward Surplus is net of Debt Service Reserve Funds

Product	Assessable Units	Net Assessment	Net Per Unit	Gross Per Unit
Single Family	369	\$ 447,274	\$ 1,212.12	\$ 1,303.36
Total	369	\$ 447,274		

Davenport Road South
Community Development District
Series 2018 Special Assessment Bonds
Amortization Schedule

Date	Balance	Prinicipal	Interest	Total
05/01/25	\$ 6,085,000.00	\$ -	\$ 152,775.00	
11/01/25	\$ 6,085,000.00	\$ 140,000.00	\$ 152,775.00	\$ 445,550.00
05/01/26	\$ 5,945,000.00	\$ -	\$ 149,625.00	
11/01/26	\$ 5,945,000.00	\$ 145,000.00	\$ 149,625.00	\$ 444,250.00
05/01/27	\$ 5,800,000.00	\$ -	\$ 146,362.50	
11/01/27	\$ 5,800,000.00	\$ 150,000.00	\$ 146,362.50	\$ 442,725.00
05/01/28	\$ 5,650,000.00	\$ -	\$ 142,987.50	
11/01/28	\$ 5,650,000.00	\$ 160,000.00	\$ 142,987.50	\$ 445,975.00
05/01/29	\$ 5,490,000.00	\$ -	\$ 139,387.50	
11/01/29	\$ 5,490,000.00	\$ 165,000.00	\$ 139,387.50	\$ 443,775.00
05/01/30	\$ 5,325,000.00	\$ -	\$ 135,262.50	
11/01/30	\$ 5,325,000.00	\$ 175,000.00	\$ 135,262.50	\$ 445,525.00
05/01/31	\$ 5,150,000.00	\$ -	\$ 130,887.50	
11/01/31	\$ 5,150,000.00	\$ 180,000.00	\$ 130,887.50	\$ 441,775.00
05/01/32	\$ 4,970,000.00	\$ -	\$ 126,387.50	
11/01/32	\$ 4,970,000.00	\$ 190,000.00	\$ 126,387.50	\$ 442,775.00
05/01/33	\$ 4,780,000.00	\$ -	\$ 121,637.50	
11/01/33	\$ 4,780,000.00	\$ 200,000.00	\$ 121,637.50	\$ 443,275.00
05/01/34	\$ 4,580,000.00	\$ -	\$ 116,637.50	
11/01/34	\$ 4,580,000.00	\$ 210,000.00	\$ 116,637.50	\$ 443,275.00
05/01/35	\$ 4,370,000.00	\$ -	\$ 111,387.50	
11/01/35	\$ 4,370,000.00	\$ 220,000.00	\$ 111,387.50	\$ 442,775.00
05/01/36	\$ 4,150,000.00	\$ -	\$ 105,887.50	
11/01/36	\$ 4,150,000.00	\$ 230,000.00	\$ 105,887.50	\$ 441,775.00
05/01/37	\$ 3,920,000.00	\$ -	\$ 100,137.50	
11/01/37	\$ 3,920,000.00	\$ 245,000.00	\$ 100,137.50	\$ 445,275.00
05/01/38	\$ 3,675,000.00	\$ -	\$ 94,012.50	
11/01/38	\$ 3,675,000.00	\$ 255,000.00	\$ 94,012.50	\$ 443,025.00
05/01/39	\$ 3,420,000.00	\$ -	\$ 87,637.50	
11/01/39	\$ 3,420,000.00	\$ 270,000.00	\$ 87,637.50	\$ 445,275.00
05/01/40	\$ 3,150,000.00	\$ -	\$ 80,718.75	
11/01/40	\$ 3,150,000.00	\$ 285,000.00	\$ 80,718.75	\$ 446,437.50
05/01/41	\$ 2,865,000.00	\$ -	\$ 73,415.63	
11/01/41	\$ 2,865,000.00	\$ 300,000.00	\$ 73,415.63	\$ 446,831.25
05/01/42	\$ 2,565,000.00	\$ -	\$ 65,728.13	
11/01/42	\$ 2,565,000.00	\$ 315,000.00	\$ 65,728.13	\$ 446,456.25
05/01/43	\$ 2,250,000.00	\$ -	\$ 57,656.25	
11/01/43	\$ 2,250,000.00	\$ 330,000.00	\$ 57,656.25	\$ 445,312.50
05/01/44	\$ 1,920,000.00	\$ -	\$ 49,200.00	
11/01/44	\$ 1,920,000.00	\$ 345,000.00	\$ 49,200.00	\$ 443,400.00
05/01/45	\$ 1,575,000.00	\$ -	\$ 40,359.38	
11/01/45	\$ 1,575,000.00	\$ 365,000.00	\$ 40,359.38	\$ 445,718.75
05/01/46	\$ 1,210,000.00	\$ -	\$ 31,006.25	
11/01/46	\$ 1,210,000.00	\$ 385,000.00	\$ 31,006.25	\$ 447,012.50
05/01/47	\$ 825,000.00	\$ -	\$ 21,140.63	
11/01/47	\$ 825,000.00	\$ 400,000.00	\$ 21,140.63	\$ 442,281.25
05/01/48	\$ 425,000.00	\$ -	\$ 10,890.63	
11/01/48	\$ 425,000.00	\$ 425,000.00	\$ 10,890.63	\$ 446,781.25
	\$ 6,085,000.00	\$ 4,582,256.25	\$ 10,667,256.25	

Davenport Road South
Community Development District
Proposed Budget
Capital Reserve

Description	Adopted Budget FY2025	Actuals Thru 1/31/25	Projected Next 8 Months	Projected Thru 9/30/25	Proposed Budget FY2026
Revenues					
Carry Forward Surplus	\$ 20,234	\$ -	\$ 22,068	\$ 22,068	\$ 17,060
Total Revenues	\$ 20,234	\$ -	\$ 22,068	\$ 22,068	\$ 17,060
Expenditures					
Furniture Replacement/Repair	\$ 10,000	\$ -	\$ 8,000	\$ 8,000	\$ 5,000
Speed Drive for Pool Pumps	\$ 5,500	\$ -	\$ 5,500	\$ 5,500	\$ 5,500
Capital Outlay	\$ 8,500	\$ -	\$ 4,250	\$ 4,250	\$ 8,500
Total Expenditures	\$ 24,000	\$ -	\$ 17,750	\$ 17,750	\$ 19,000
Other Sources/(Uses)					
Transfer In/(Out)	\$ 12,742	\$ -	\$ 12,742	\$ 12,742	\$ 1,940
Total Other Sources/(Uses)	\$ 12,742	\$ -	\$ 12,742	\$ 12,742	\$ 1,940
Excess Revenues/(Expenditures)	\$ 8,976	\$ -	\$ 17,060	\$ 17,060	\$ -

SECTION VIII

SECTION C

*Item will be
provided under
separate cover.*

SECTION 1

Resort Pool Services DBA
14525 Johns Lake Rd
Clermont, FL 34711 US
+1 3216896210
resortinvoice@gmail.com



Estimate 1151

ADDRESS Davenport South CDD/ORCHARD GROVE	DATE 03/13/2025	TOTAL \$12,300.00	
--	---------------------------	-----------------------------	--

ACTIVITY	QTY	RATE	AMOUNT
lifts supply and install water activated lift at orchard grove this includes running water lines and connections	1	12,300.00	12,300.00

TOTAL	\$12,300.00
--------------	--------------------

THANK YOU.

Accepted By

Accepted Date

SECTION D

SECTION 1

Davenport Road South Community Development District

Summary of Checks

December 01, 2024 to January 31, 2025

Bank	Date	Check No.'s	Amount
General Fund			
	12/2/24	587-589	\$ 2,905.91
	12/13/24	590-591	\$ 7,124.54
	12/20/24	592-595	\$ 7,560.28
	1/13/25	596-599	\$ 44,416.36
	1/16/25	600-601	\$ 417,093.63
	1/23/25	602-603	\$ 3,962.84
	1/28/25	604-606	\$ 8,315.00
			\$ 491,378.56

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
12/02/24	00031	11/23/24	10673	202410	310	51300	31500		ATTORNEY SVCS-OCT24	*	1,345.50		
									KILINSKI VAN WYK PLLC			1,345.50	000587
12/02/24	00008	9/03/24	26588469	202409	330	53800	48100		SHORTAGE IN SEPT-24	*	.99		
		11/04/24	26899510	202411	330	53800	48100		PEST CONTROL-NOV24	*	65.99		
									ORKIN			66.98	000588
12/02/24	00050	10/31/24	11931420	202410	330	53800	12200		SECURITY SVCS-OCT24	*	1,493.43		
									SECURITAS SECURITY SERVICES USA,INC			1,493.43	000589
12/13/24	00021	12/01/24	207	202412	310	51300	34000		MANAGEMENT FEES-DEC24	*	3,750.00		
		12/01/24	207	202412	310	51300	35200		WEBSITE MANAGEMENT-DEC24	*	131.25		
		12/01/24	207	202412	310	51300	35100		INFORMATION TECH-DEC24	*	131.25		
		12/01/24	207	202412	310	51300	31300		DISSEMINATION SVCS-DEC24	*	437.50		
		12/01/24	207	202412	330	57200	49000		AMENITY ACCESS-DEC24	*	525.00		
		12/01/24	207	202412	310	51300	51000		OFFICE SUPPLIES	*	.18		
		12/01/24	207	202412	310	51300	42000		POSTAGE	*	4.16		
		12/01/24	207	202412	310	51300	42500		COPIES	*	4.50		
		12/01/24	208	202412	320	53800	12000		FIELD MANAGEMENT-DEC24	*	1,460.83		
									GOVERNMENTAL MANAGEMENT SERVICES-CF			6,444.67	000590
12/13/24	00031	12/12/24	10993	202411	310	51300	31500		ATTORNEY SVCS-NOV24	*	679.87		
									KILINSKI VAN WYK PLLC			679.87	000591
12/20/24	00055	11/30/24	00068188	202411	310	51300	48000		NOT OF LANDOWNER MTG-11/7	*	950.02		
									GANNETT MEDIA CORP DBA			950.02	000592
12/20/24	00008	12/02/24	27039010	202412	330	53800	48000		PEST CONTROL-DEC24	*	65.00		
									ORKIN			65.00	000593

DVRS DAVENPORT ROAD IARAUJO

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT ACCT#	SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
12/20/24	00011	11/30/24	15599	202411	320-53800-47300		RPLCD SPRAY HEADS	*	286.63		
12/01/24		15513	202412	320-53800-46200			LANDSCAPE MAINT-DEC24	*	3,125.00		
12/01/24		15513	202412	330-57200-46200			AMENITY LANDSCAPE-DEC24	*	1,120.00		
12/09/24		15679	202412	320-53800-47300			RPR PIPE BROKEN	*	133.63		
PRINCE & SONS, INC										4,665.26	000594
12/20/24	00048	12/01/24	25675	202412	330-53800-48100		POOL MAINTENANCE-DEC24	*	1,880.00		
MCDONNELL CORPORATION DBA										1,880.00	000595
1/13/25	00028	1/10/25	01102025	202501	300-20700-10000		TXFER OF EXCESS RCPT-S18	*	986.08		
		1/10/25	01102025	202501	300-20700-10000		TXFER OF TAX RCPT-S18	*	25,750.11		
DAVENPORT ROAD SOUTH CDD										26,736.19	000596
1/13/25	00021	1/01/25	210	202501	310-51300-34000		MANAGEMENT FEES-JAN25	*	3,750.00		
		1/01/25	210	202501	310-51300-35200		WEBSITE MANAGEMENT-JAN25	*	131.25		
		1/01/25	210	202501	310-51300-35100		INFORMATION TECH-JAN25	*	131.25		
		1/01/25	210	202501	310-51300-31300		DISSEMINATION SVCS-JAN25	*	437.50		
		1/01/25	210	202501	330-57200-49000		AMENITY ACCESS-JAN25	*	525.00		
		1/01/25	210	202501	310-51300-42500		COPIES	*	.15		
		1/01/25	211	202501	320-53800-12000		FIELD MANAGEMENT-JAN25	*	1,460.83		
GOVERNMENTAL MANAGEMENT SERVICES-CF										6,435.98	000597
1/13/25	00033	10/15/24	4652214	202411	300-20700-10000		FY25 ADMI 1% DEBT ADMI FE	*	4,809.40		
		10/15/24	4652215	202411	300-32500-10000		FY25 MAINT 1% ADMI FEE	*	3,826.27		
POLK COUNTY PROPERTY APPRAISER										8,635.67	000598
1/13/25	00050	12/31/24	12004981	202412	330-53800-12200		SECURITY SVCS-DEC24	*	2,608.52		
SECURITAS SECURITY SERVICES USA, INC										2,608.52	000599

DVRS DAVENPORT ROAD IARAUJO

CHECK DATE	VEND#INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNTCHECK..... AMOUNT #
1/16/25	00028	1/15/25 01152025	202501 300-20700-10000	TXFER OF TAX RECEIPTS-S18	*	416,966.86	
							416,966.86 000600
1/16/25	00062	1/15/25 48	202501 310-51300-42000	REIMBURSEMENT POSTAGE	*	126.77	
							126.77 000601
1/23/25	00021	10/31/24 205	202410 320-53800-47400	MILTON-STORM PREPARATION	*	805.25	
		10/31/24 206	202410 320-53800-47400	MILTON VINYL FENCE REPAIR	*	1,100.00	
		11/30/24 209	202411 320-53800-47400	GENERAL MAINT-NOV24	*	1,623.59	
							3,528.84 000602
1/23/25	00031	1/13/25 11221	202412 310-51300-31500	ATTORNEY SVCS-DEC24	*	434.00	
							434.00 000603
1/28/25	00045	11/19/24 13710	202411 330-53800-48200	MNTHLY CLEANING-NOV24	*	1,000.00	
		12/30/24 13491	202412 330-53800-48200	MNTHLY CLEANING-DEC24	*	950.00	
							1,950.00 000604
1/28/25	00011	1/01/25 15902	202501 320-53800-46200	LANDSCAPE MAINT-JAN25	*	3,125.00	
		1/01/25 15902	202501 330-57200-46200	AMENITY LANDSCAPE-JAN25	*	1,120.00	
							4,245.00 000605
1/28/25	00048	1/01/25 26003	202501 330-53800-48100	POOL MAINTENANCE-JAN25	*	1,880.00	
		1/08/25 26135	202412 330-53800-48700	RPR TORO VALVE	*	240.00	
							2,120.00 000606
TOTAL FOR BANK B						491,378.56	
TOTAL FOR REGISTER						491,378.56	

DVRS DAVENPORT ROAD IARAUJO

SECTION 2

Davenport Road South
Community Development District

Unaudited Financial Reporting
January 31, 2025



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5	<u>Capital Reserve Fund</u>
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9	<u>Assessment Receipt Schedule</u>
10	<u>Long Term Debt Schedule</u>

Davenport Road South
Community Development District
Combined Balance Sheet
January 31, 2025

	<i>General Fund</i>	<i>Debt Service Fund</i>	<i>Capital Reserve Fund</i>	<i>Totals Governmental Funds</i>
Assets:				
Operating Account	\$ 695,534	\$ -	\$ -	\$ 695,534
Capital Reserve Account	\$ -	\$ -	\$ 106,716	\$ 106,716
Capital Reserve Account - Amenity	\$ -	\$ -	\$ 28,190	\$ 28,190
Due From Other	\$ 163	\$ -	\$ -	\$ 163
Deposits	\$ 1,121	\$ -	\$ -	\$ 1,121
Investments:				
<u>Series 2018</u>				
Reserve	\$ -	\$ 223,506	\$ -	\$ 223,506
Revenue	\$ -	\$ 559,980	\$ -	\$ 559,980
Prepayment	\$ -	\$ 7	\$ -	\$ 7
Total Assets	\$ 696,818	\$ 783,493	\$ 134,907	\$ 1,615,217
Liabilities:				
Accounts Payable	\$ 8,697	\$ -	\$ -	\$ 8,697
Total Liabilities	\$ 8,697	\$ -	\$ -	\$ 8,697
Fund Balance:				
Restricted For:				
Debt Service - Series 2018	\$ -	\$ 783,493	\$ -	\$ 783,493
Assigned For:				
Capital Reserves	\$ -	\$ -	\$ 106,716	\$ 106,716
Capital Reserves - Amenity	\$ -	\$ -	\$ 28,190	\$ 28,190
Unassigned	\$ 688,121	\$ -	\$ -	\$ 688,121
Total Fund Balances	\$ 688,121	\$ 783,493	\$ 134,907	\$ 1,606,520
Total Liabilities & Fund Balance	\$ 696,818	\$ 783,493	\$ 134,907	\$ 1,615,217

Davenport Road South

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending January 31, 2025

	Adopted	Prorated Budget	Actual	
	Budget	Thru 01/31/25	Thru 01/31/25	Variance
Revenues:				
Assessments-Tax Roll	\$ 355,842	\$ 352,218	\$ 352,218	\$ -
Contributions - Highland Meadows West CDD	\$ 101,937	\$ -	\$ -	\$ -
Total Revenues	\$ 457,779	\$ 352,218	\$ 352,218	\$ -
Expenditures:				
<u>General & Administrative:</u>				
Supervisor Fees	\$ 12,000	\$ 4,000	\$ -	\$ 4,000
Engineering Fees	\$ 10,000	\$ 3,333	\$ 325	\$ 3,008
Dissemination Fees	\$ 5,250	\$ 1,750	\$ 1,750	\$ -
Attorney Fees	\$ 18,000	\$ 6,000	\$ 4,274	\$ 1,726
Assessment Administration	\$ 5,250	\$ 5,250	\$ 5,250	\$ -
Annual Audit	\$ 4,400	\$ -	\$ -	\$ -
Trustee Fees	\$ 4,042	\$ -	\$ -	\$ -
Management Fees	\$ 45,000	\$ 15,000	\$ 15,000	\$ -
Information Technology	\$ 1,575	\$ 525	\$ 525	\$ -
Website Maintenance	\$ 1,575	\$ 525	\$ 525	\$ -
Postage	\$ 850	\$ 283	\$ 148	\$ 136
Telephone	\$ 100	\$ 33	\$ -	\$ 33
Printing & Binding	\$ 150	\$ 50	\$ 5	\$ 45
Insurance	\$ 7,575	\$ 7,575	\$ 7,296	\$ 279
Legal Advertising	\$ 5,750	\$ 1,917	\$ 950	\$ 967
Contingency	\$ 2,500	\$ 833	\$ 164	\$ 669
Dues,Licenses & Fees	\$ 175	\$ 175	\$ 175	\$ -
Total General & Administrative:	\$ 124,192	\$ 47,250	\$ 36,387	\$ 10,863

Davenport Road South

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending January 31, 2025

	Adopted	Prorated Budget	Actual	
	Budget	Thru 01/31/25	Thru 01/31/25	Variance
<u>Operation and Maintenance</u>				
Field Expenses				
Field Management	\$ 17,530	\$ 5,843	\$ 5,843	\$ (0)
Electric	\$ 4,028	\$ 1,343	\$ 946	\$ 397
Streetlights	\$ 23,750	\$ 7,917	\$ 4,723	\$ 3,194
Landscape Maintenance	\$ 37,500	\$ 12,500	\$ 12,500	\$ -
Landscape Contingency	\$ 25,000	\$ 8,333	\$ -	\$ 8,333
Irrigation Repairs	\$ 6,000	\$ 2,000	\$ 707	\$ 1,293
General Field Repairs & Maintenance	\$ 12,500	\$ 4,167	\$ 6,073	\$ (1,906)
Contingency	\$ 7,500	\$ 2,500	\$ -	\$ 2,500
Subtotal	\$ 133,807	\$ 44,602	\$ 30,791	\$ 13,811
Amenity Expenses				
Property Insurance	\$ 20,553	\$ 20,553	\$ 17,019	\$ 3,534
Security	\$ 35,000	\$ 11,667	\$ 9,488	\$ 2,179
Landscape Maintenance-Amenity	\$ 13,500	\$ 4,500	\$ 4,480	\$ 20
Landscape Contingency-Amenity	\$ 8,500	\$ 2,833	\$ -	\$ 2,833
Pest Control	\$ 850	\$ 283	\$ 208	\$ 75
Pool Maintenance	\$ 23,940	\$ 7,980	\$ 8,416	\$ (436)
Hydro Lift	\$ 10,500	\$ 3,500	\$ -	\$ 3,500
Janitorial Services	\$ 11,820	\$ 3,940	\$ 3,900	\$ 40
Janitorial Additional Services	\$ 675	\$ 225	\$ -	\$ 225
Amenity-Electric	\$ 20,250	\$ 6,750	\$ 3,910	\$ 2,840
Amenity-Water	\$ 2,500	\$ 833	\$ 1,725	\$ (892)
Cable/Internet	\$ 2,150	\$ 717	\$ 720	\$ (3)
Parking Lot Resurfacing	\$ 8,000	\$ 2,667	\$ -	\$ 2,667
Amenity Repairs & Maintenance	\$ 15,000	\$ 5,000	\$ 240	\$ 4,760
Amenity Access Management	\$ 6,300	\$ 2,100	\$ 2,100	\$ -
Amenity Contingency	\$ 7,500	\$ 2,500	\$ -	\$ 2,500
Subtotal	\$ 187,038	\$ 76,048	\$ 52,206	\$ 23,842
Total O&M Expenses:	\$ 320,845	\$ 120,650	\$ 82,997	\$ 37,653
Total Expenditures	\$ 445,037	\$ 167,900	\$ 119,384	\$ 48,517
<u>Other Financing Sources/Uses:</u>				
Transfer In/(Out)	\$ (12,742)	\$ -	\$ -	\$ -
Total Other Financing Sources/Uses	\$ (12,742)	\$ -	\$ -	\$ -
Excess Revenues (Expenditures)	\$ (0)		\$ 232,834	
Fund Balance - Beginning	\$ -		\$ 455,287	
Fund Balance - Ending	\$ (0)		\$ 688,121	

Davenport Road South

Community Development District

Debt Service Fund - Series 2018

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending January 31, 2025

	Adopted Budget	Prorated Budget Thru 01/31/25	Actual Thru 01/31/25	Variance
Revenues:				
Assessments - Tax Roll	\$ 447,274	\$ 442,717	\$ 442,717	\$ -
Interest	\$ -	\$ -	\$ 7,157	\$ 7,157
Total Revenues	\$ 447,274	\$ 442,717	\$ 449,874	\$ 7,157
Expenditures:				
Interest Expense 11/1	\$ 155,813	\$ 155,813	\$ 155,813	\$ -
Principal Expense 11/1	\$ 135,000	\$ 135,000	\$ 135,000	\$ -
Interest Expense 5/1	\$ 152,775	\$ -	\$ -	\$ -
Total Expenditures	\$ 443,588	\$ 290,813	\$ 290,813	\$ -
Excess Revenues (Expenditures)	\$ 3,687		\$ 159,062	
Fund Balance - Beginning	\$ 396,453		\$ 624,431	
Fund Balance - Ending	\$ 400,139		\$ 783,493	

Davenport Road South

Community Development District

Capital Reserve Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending January 31, 2025

	Adopted Budget	Prorated Budget Thru 01/31/25	Actual Thru 01/31/25	Variance
Revenues:				
Interest	\$ -	\$ -	\$ 962	\$ 962
Total Revenues	\$ -	\$ -	\$ 962	\$ 962
Expenditures:				
Furniture Replacement/Repair	\$ 10,000	\$ -	\$ -	\$ -
Speed Drive for Pool Pumps	\$ 5,500	\$ -	\$ -	\$ -
Capital Outlay	\$ 8,500	\$ -	\$ -	\$ -
Contingency	\$ -	\$ -	\$ 53	\$ (53)
Total Expenditures	\$ 24,000	\$ -	\$ 53	\$ (53)
Other Financing Sources:				
Transfer In/(Out)	\$ 12,742	\$ -	\$ -	\$ -
Total Other Financing Sources (Uses)	\$ 12,742	\$ -	\$ -	\$ -
Excess Revenues (Expenditures)	\$ (11,258)		\$ 909	
Fund Balance - Beginning	\$ 20,234		\$ 105,807	
Fund Balance - Ending	\$ 8,976		\$ 106,716	

Davenport Road South

Community Development District

Capital Reserve Fund - Amenity

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending January 31, 2025

	Adopted	Prorated Budget	Actual	
	Budget	Thru 01/31/25	Thru 01/31/25	Variance
Revenues:				
Interest	\$ -	\$ -	\$ 258	\$ 258
Total Revenues	\$ -	\$ -	\$ 258	\$ 258
Expenditures:				
Contingency	\$ -	\$ -	\$ 57	\$ 57
Total Expenditures	\$ -	\$ -	\$ 57	\$ 57
Excess Revenues (Expenditures)	\$ -		\$ 201	
Fund Balance - Beginning	\$ -		\$ 27,989	
Fund Balance - Ending	\$ -		\$ 28,190	

Davenport Road South
Community Development District
 Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Revenues:													
Assessments-Tax Roll	\$ -	\$ 975	\$ 349,484	\$ 1,758	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 352,218
Contributions - Highland Meadows West CDD	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Revenues	\$ -	\$ 975	\$ 349,484	\$ 1,758	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 352,218
Expenditures:													
General & Administrative:													
Supervisor Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Engineering Fees	\$ -	\$ -	\$ -	\$ 325	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 325
Dissemination Agent	\$ 438	\$ 438	\$ 438	\$ 438	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,750
District Counsel	\$ 1,346	\$ 680	\$ 434	\$ 1,814	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,274
Assessment Administration	\$ 5,250	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,250
Annual Audit	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Trustee Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Management Fees	\$ 3,750	\$ 3,750	\$ 3,750	\$ 3,750	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,000
Information Technology	\$ 131	\$ 131	\$ 131	\$ 131	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 525
Website Maintenance	\$ 131	\$ 131	\$ 131	\$ 131	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 525
Postage & Delivery	\$ 13	\$ 3	\$ 4	\$ 127	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 148
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Printing & Binding	\$ -	\$ -	\$ 5	\$ 0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5
Insurance	\$ 7,296	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,296
Legal Advertising	\$ -	\$ 950	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 950
Contingency	\$ 41	\$ 41	\$ 42	\$ 40	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 164
Dues,Licenses & Fees	\$ 175	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 175
Total General & Administrative:	\$ 18,571	\$ 6,124	\$ 4,934	\$ 6,757	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 36,387

Davenport Road South
Community Development District
 Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
<i>Operation and Maintenance</i>													
Field Expenses													
Field Management	\$ 1,461	\$ 1,461	\$ 1,461	\$ 1,461	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,843
Electric	\$ 171	\$ 245	\$ 248	\$ 282	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 946
Streetlights	\$ 1,574	\$ 1,574	\$ 1,574	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,723
Landscape Maintenance	\$ 3,125	\$ 3,125	\$ 3,125	\$ 3,125	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,500
Landscape Replacement & Enhancements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Irrigation Repairs	\$ 287	\$ 287	\$ 134	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 707
General Field Repairs & Maintenance	\$ 4,449	\$ 1,624	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,073
Contingency	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal	\$ 11,067	\$ 8,315	\$ 6,542	\$ 4,867	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30,791
Amenity Expenses													
Property Insurance	\$ 17,019	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 17,019
Security	\$ 1,779	\$ 2,707	\$ 2,609	\$ 2,393	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,488
Landscape Maintenance-Amenity	\$ 1,120	\$ 1,120	\$ 1,120	\$ 1,120	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,480
Landscape Contingency-Amenity	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pest Control	\$ 66	\$ -	\$ 65	\$ 77	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 208
Pool Maintenance	\$ 2,425	\$ 2,041	\$ 1,975	\$ 1,975	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,416
Hydro Lift	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Janitorial Services	\$ 950	\$ 1,000	\$ 950	\$ 1,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,900
Janitorial Additional Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Amenity-Electric	\$ -	\$ 1,320	\$ 1,219	\$ 1,371	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,910
Amenity-Water	\$ 1,341	\$ 129	\$ 128	\$ 127	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,725
Cable/Internet	\$ 180	\$ 180	\$ 180	\$ 180	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 720
Parking Lot Resurfacing	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Amenity Repairs & Maintenance	\$ -	\$ -	\$ 240	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 240
Amenity Access	\$ 525	\$ 525	\$ 525	\$ 525	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,100
Amenity Contingency	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal	\$ 25,405	\$ 9,022	\$ 9,011	\$ 8,768	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 52,206
Total O&M Expenses:	\$ 36,472	\$ 17,337	\$ 15,553	\$ 13,635	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 82,997
Total Expenditures	\$ 55,043	\$ 23,461	\$ 20,488	\$ 20,392	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 119,384
Other Financing Sources/Uses:													
Transfer In/(Out)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Other Financing Sources/Uses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Excess Revenues (Expenditures)	\$ (55,043)	\$ (22,486)	\$ 328,997	\$ (18,634)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 232,834

Davenport Road South

Community Development District

Special Assessment Receipts

Fiscal Year 2025

ON ROLL ASSESSMENTS

Gross Assessments	\$ 382,627.17	\$	480,939.84	\$ 863,567.01
Net Assessments	\$ 355,843.27	\$	447,274.05	\$ 803,117.32

44% 56% 100%

Date	Distribution	Gross Amount	Discount/Penalty	Commision	Interest	Property Appraiser	Net Receipts	General Fund	2018 Debt Service	Total
11/13/24	10/21/24	\$ 4,557.63	\$ (239.27)	\$ (86.37)	\$ -	\$ -	\$ 4,231.99	\$ 1,875.10	\$ 2,356.89	\$ 4,231.99
11/19/24	11/01-11/07/24	\$ 2,340.29	\$ (93.61)	\$ (44.93)	\$ -	\$ -	\$ 2,201.75	\$ 975.55	\$ 1,226.20	\$ 2,201.75
11/26/24	11/08-11/15/24	\$ 4,680.58	\$ (187.22)	\$ (89.87)	\$ -	\$ -	\$ 4,403.49	\$ 1,951.09	\$ 2,452.40	\$ 4,403.49
11/30/24	Inv#4652215	\$ -	\$ -	\$ -	\$ -	\$ (3,826.27)	\$ (3,826.27)	\$ (1,695.33)	\$ (2,130.94)	\$ (3,826.27)
11/30/24	Inv#4652214	\$ -	\$ -	\$ -	\$ -	\$ (4,809.40)	\$ (4,809.40)	\$ (2,130.94)	\$ (2,678.46)	\$ (4,809.40)
12/6/24	11/16-11/26/24	\$ 46,805.80	\$ (1,872.24)	\$ (898.67)	\$ -	\$ -	\$ 44,034.89	\$ 19,510.87	\$ 24,524.02	\$ 44,034.89
12/20/24	11/27/24-11/30/24	\$ 784,565.22	\$ (31,376.18)	\$ (15,063.78)	\$ -	\$ -	\$ 738,125.26	\$ 327,046.74	\$ 411,078.52	\$ 738,125.26
12/27/24	12/01/24-12/15/24	\$ 7,020.87	\$ (280.85)	\$ (134.80)	\$ -	\$ -	\$ 6,605.22	\$ 2,926.62	\$ 3,678.60	\$ 6,605.22
1/10/25	12/16/24-12/31/24	\$ 4,174.00	\$ (125.26)	\$ (80.97)	\$ -	\$ -	\$ 3,967.77	\$ 1,758.03	\$ 2,209.74	\$ 3,967.77
Total		\$ 854,144.39	\$ (34,174.63)	\$ (16,399.39)	\$ -	\$ (8,635.67)	\$ 794,934.70	\$ 352,217.73	\$ 442,716.97	\$ 794,934.70

99%	Net Percentage Collected
\$ 8,182.62	Balance Remaining To Collect

Davenport Road South

Community Development District

Long Term Debt Report

Series 2018, Special Assessment Revenue Bonds	
Interest Rate:	3.750%, 4.500%, 5.000%, 5.125%
Maturity Date:	11/1/2048
Reserve Fund Definition	50% of Maximum Annual Debt Service
Reserve Fund Requirement	\$120,013
Reserve Fund Balance	\$120,013
Bonds Outstanding - 02/27/2018	<u>\$6,830,000</u>
Less: Principal Payment - 11/01/19	(\$110,000)
Less: Principal Payment - 11/01/20	(\$115,000)
Less: Principal Payment - 11/01/21	(\$120,000)
Less: Special Call - 05/01/22	(\$5,000)
Less: Principal Payment - 11/01/22	(\$130,000)
Less: Principal Payment - 11/01/23	(\$130,000)
Less: Principal Payment - 11/01/24	(\$135,000)
Current Bonds Outstanding	\$6,085,000