LAKE FLORES

COMMUNITY DEVELOPMENT
DISTRICT

February 8, 2024
BOARD OF SUPERVISORS
SPECIAL MEETING
AGENDA

LAKE FLORES COMMUNITY DEVELOPMENT DISTRICT

AGENDA LETTER

Lake Flores Community Development District OFFICE OF THE DISTRICT MANAGER

2300 Glades Road, Suite 410W ● Boca Raton, Florida 33431 Phone: (561) 571-0010 ● Toll-free: (877) 276-0889 ● Fax: (561) 571-0013

February 1, 2024

ATTENDEES:

Please identify yourself each time you speak to facilitate accurate transcription of meeting minutes.

Board of Supervisors Lake Flores Community Development District

Dear Board Members:

The Board of Supervisors of the Lake Flores Community Development District will hold a Special Meeting on February 8, 2024 at 1:00 p.m., at 8116 Cortez Road W., Bradenton, Florida 34210. The agenda is as follows:

- 1. Call to Order/Roll Call
- 2. Public Comments
- 3. Consideration of Florida Permitting, Inc., Proposal Number 24-006 for West Mitigation Node
- 4. Consideration of Florida Permitting, Inc., Agreement for Wetland Mitigation and Maintenance Services
- 5. Ratification of Florida Permitting Invoices #10063 & #10104
- 6. Consideration of Resolution 2024-03, Designating a Date, Time, and Location for a Landowners' Meeting; Providing for Publication, Providing for an Effective Date
- 7. Consideration of Utility Relocation Services, LLC (URS) Proposals
 - A. Cortez Road West Scope
 - B. 75th West Scope
- 8. Acceptance of Unaudited Financial Statements as of December 31, 2023
- 9. Approval of Minutes
 - A. November 30, 2023 Special Meeting
 - B. December 12, 2023 RFP Evaluation Committee Meeting
 - C. December 12, 2023 Special Meeting
- 10. Update: Required Ethics Training and Disclosure Filing

Board of Supervisors Lake Flores Community Development District February 8, 2024, Special Meeting Agenda Page 2

11. NEXT MEETING DATE: TBD

QUORUM CHECK

SEAT 1	GARY WALKER	☐ In Person	☐ PHONE	□No
SEAT 2	DAVID BRASHER	IN PERSON	PHONE	□ No
SEAT 3	REGINALD TISDALE	IN PERSON	PHONE	□No
SEAT 4	KRYSTAL PARSONS	IN PERSON	PHONE	□No
SEAT 5	WALTER PRESTON	IN PERSON	PHONE	□No

- 12. Board Members' Comments/Requests
- 13. Public Comments
- 14. Adjournment

If you should have any questions or concerns, please do not hesitate to contact me directly at (561) 719-8675 or Kristen Suit at (410) 207-1802.

Sincerely,

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE

CALL-IN NUMBER: 1-888-354-0094 PARTICIPANT PASSCODE: 943 865 3730

Craig Wrathell District Manager

LAKE FLORES COMMUNITY DEVELOPMENT DISTRICT

3

Florida Permitting, Inc. 5318 Bayshore Road - Suite A Palmetto, FL 34221 941-721-9584



Lake Flores Community Development District

Proposal Number Proposal Date Reference 24-006 02/05/2024 West Mitigation Node (WMN)

Overview

At your request, we prepared a proposal of services and fees to perform additional wetland mitigation area maintenance for the West Mitigation Node (WMN) constructed at the Lake Flores project site. These additional activities include mowing and weed eating of the western perimeter of the WMN between Jan. 1, 2024 and Dec. 31, 2024. Our scope of services and compensation is provided below.

Scope of Work

Task 1.0: Additional Wetland Maintenance Activities

- 1.1 Coordinate Additional Mowing and Weed Eating events with project manager.
- 1.2 Mowing events will entail the use of a walk behind brush cutter which will trim vegetation up to 2" thick along the western perimeter of the WMN.
- 1.3 Weed eating will generally follow mow events and will string trim the upland edges of the WMN and western perimeter. Weed eating will also be performed along walking trail as necessary, both around the WMN and in the upland conservation area.

Pricing

Description	Rate	Qty	Line Total
Wetlands Maintenance Mitigation Area West Perimeter Mowing	\$730.00	1	\$730.00
Wetlands Maintenance Mitigation Area West Perimeter Weed Eating	\$1,300.00	1	\$1,300.00
		Subtotal Tax	2,030.00 0.00
	Proposal Tota		\$2,030.00

Notes

*RATE IS PER EVENT

If additional maintenance events are necessary, they will be completed at the per event rate listed above. Also, if additional services such as mowing or planting are required, a separate proposal will be provided to the client for review

and approval.

Terms

AUTHORIZATION TO PROCEED

If you are in agreement with the above services and fees, please sign this proposal given our company authorization to proceed. If you have any questions or need additional information, please call our office.

Thank you for requesting our services on this important project.

Lake Flores Community Development District

LAKE FLORES COMMUNITY DEVELOPMENT DISTRICT

4

AGREEMENT BETWEEN LAKE FLORES COMMUNITYCOMMUNITY DEVELOPMENT DISTRICT AND FLORIDA PERMITTING, INC., FOR WETLAND MITIGATION AND MAINTENANCE SERVICES

THIS AGREEMENT is made and entered into this	day of	2024, by
and between:		

Lake Flores Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, being situated in the Manatee County, Florida, and whose mailing address is c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W Boca Raton, Florida 33431 ("District"), and

Florida Permitting, Inc., a Florida corporation, with a mailing address of 5318 Bayshore Road, Suite A, Palmetto, Florida 34221 ("Contractor").

RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, Florida Statutes (the "Act"), and located in Manatee County, Florida; and

WHEREAS, the District owns, operates, and maintains certain wetlands and conservation property; and

WHEREAS, the District desires to enter into an agreement with an independent contractor to provide mitigation and maintenance services for the wetlands; and

WHEREAS, Contractor provides such services and desires to contract with the District to do so in accordance with the terms and specifications in this Agreement; and

WHEREAS, the District and Contractor warrant and agree that they have all right, power and authority to enter into and be bound by this agreement.

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

- 1. INCORPORATION OF RECITALS. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.
- **2. DESCRIPTION OF WORK AND SERVICES.** Contractor agrees to furnish all necessary labor, materials, equipment, tools, expertise and supplies and perform all tasks necessary for the provision of wetland mitigation and maintenance services, as such services are detailed in **Composite Exhibit A** hereto, by this reference incorporated herein and forming a material part of this Agreement (the "Work"); provided, however, that if there are any conflicts

between the terms of **Composite Exhibit A** and the terms of this Agreement, the terms of this Agreement shall control. To the extent additional work is required beyond the Work as defined, supra, such additional work shall only be authorized pursuant to amendment of this Agreement or shall require additional agreement(s).

- 3. Compensation and Term. In exchange for providing the Work, the District shall pay the Contractor Thirty-One Thousand Three Hundred Twenty Dollars (\$31,320.00) per year for the maintenance and treatment of the mitigation areas depicted in Composite Exhibit A. The Contractor agrees to provide invoices to the District, in writing, which shall describe the portion of the Work provided and the amount of time spent for such portion of the Work, and shall be delivered or mailed to the District by the eighth (8th) day of the next succeeding month after services are rendered pursuant to this Agreement. These invoices are due and payable within thirty (30) days of receipt by the District. Each invoice will include such supporting information as the District may reasonably require the Contractor to provide. The term of this Agreement shall commence on February 1, 2024 and expire on January 31, 2025, unless terminated earlier in accordance with the terms set forth herein.
- **4. MANNER OF CONTRACTOR'S PERFORMANCE.** The Contractor agrees, as an independent contractor, to undertake work and/or perform such services as specified in this Agreement or any addendum executed by the Parties or in any authorized written work order by the District issued in connection with this Agreement and accepted by the Contractor. All work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards. The performance of all services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.
 - A. Should any work and/or services be required which are not specified in this Agreement or any addenda, but which are nevertheless necessary for the proper provision of services to the District, such work or services shall be fully performed by the Contractor as if described and delineated in this Agreement.
 - **B.** The Contractor agrees that the District shall not be liable for the payment of any work or services unless the District, through an authorized representative of the District, authorizes the Contractor, in writing, to perform such work.
 - C. The District Manager will initially act as the District's representative with respect to the services to be performed under this Agreement. The District's representative shall have complete authority to transmit instructions, receive information, interpret, and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contractor's services.
 - (1) If requested by the District Manager, the Contractor agrees to meet with the District's representative no less than one (1) time per month to inspect the wetlands to discuss conditions, schedules, and items of concern regarding this Agreement.

D. Contractor shall use all due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours.

5. Insurance.

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

6. INDEMNIFICATION.

- Contractor agrees to defend, indemnify, and hold harmless the District and its A. officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement requires Contractor to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Contractor as jointly liable parties; however, Contractor shall indemnify the District for any and all percentage of fault attributable to Contractor for claims against the District, regardless whether the District is adjudged to be more or less than 50% at fault.
- **B.** Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees, expert witness fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District.
- **7. COMPLIANCE WITH GOVERNMENTAL REGULATION.** The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances. If the Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.
- 8. LIENS AND CLAIMS. The Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Contractor shall keep the District's property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and

all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving notice of termination.

- 9. **DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE.** A default by either Party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.
- 10. CUSTOM AND USAGE. It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.
- 11. Successors. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.
- 12. TERMINATION. The District agrees that the Contractor may terminate this Agreement with or without cause by providing sixty (60) days written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days written notice of termination without cause. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor.
- 13. **PERMITS AND LICENSES.** All permits and licenses required by any governmental agency directly for the District shall be obtained and paid for by the District. All other permits or licenses necessary for the contractor to perform under this Agreement shall be obtained and paid for by the Contractor.
- **14. ASSIGNMENT.** Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other. Any purported assignment without such approval shall be void.
- 15. INDEPENDENT CONTRACTOR STATUS. In all matters relating to this Agreement, the Contractor shall be acting as an independent contractor. Neither the Contractor nor employees of the Contractor, if there are any, are employees of the District under the meaning or

application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

- **16. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.
- 17. ENFORCEMENT OF AGREEMENT. In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.
- **18. AGREEMENT.** This instrument shall constitute the final and complete expression of this Agreement between the District and the Contractor relating to the subject matter of this Agreement.
- 19. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Contractor.
- **20. AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Contractor, both the District and the Contractor have complied with all the requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this instrument.
- **21. NOTICES.** All notices, requests, consents, and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

A. If to the District: Lake Flores Community Development District

c/o Wrathell, Hunt and Associates, LLC

2300 Glades Road, Suite 410W Boca Raton, Florida 33431 Attn: District Manager

With a copy to: Kutak Rock LLP

107 West College Avenue Tallahassee, Florida 32301 Attn: District Counsel **B. If to the Contractor:** Florida Permitting, Inc.

5318 Bayshore Road, Suite A Palmetto, Florida 34221 Attn: Hugh W. West

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

- 22. Third Party Beneficiaries. This Agreement is solely for the benefit of the District and the Contractor and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Contractor any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Contractor and their respective representatives, successors, and assigns.
- 23. CONTROLLING LAW. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida.
- **24. EFFECTIVE DATE.** This Agreement shall be effective after execution by both the District and the Contractor and shall remain in effect until the services contemplated herein are complete, unless terminated by either of the District or the Contractor in accordance with the terms of this Agreement.
- 25. COMPLIANCE WITH PUBLIC RECORDS LAWS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is **Kristen Suit** ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida*

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 571-0010, SUITK@WHHASSOCIATES.COM, OR 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431.

- **26. 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.
- **27. ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. The District and the Contractor participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.
- **28. 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.
- **29. E-VERIFY REQUIREMENTS.** The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, beginning January 1, 2021, to the extent required by Florida Statute, 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 the Contractor anticipates entering into agreements with a subcontractor for the Work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating

that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request.

In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity.

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

[CONTINUED ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties execute this agreement as of the day and year first written above.

Attest:	LAKE FLORES COMMUNITY DEVELOPMENT DISTRICT
Secretary	By: Its:
	Date:
Attest:	FLORIDA PERMITTING, INC., a Florida corporation
Witness	By: Its:
	Date:

Composite Exhibit A - Scope of Services and Maintenance Map

Composite Exhibit A

Florida Permitting, Inc. 5318 Baythore Road - Sunt A Palmetto, FL 34221 941-721-9584



Lake Flores Communey Development District

23076 12/11/2023 West Mitigation Node First Armual Monuoring and Report

Forest, more	Oyoce	Qq.	Las Year
Weisinds Mannesance	§3,490.60	.9	\$31,520.00

- 1.1 Perform a general size importion an identify my areas of concern within the crettends or adjacent buffer areas.
- 1.2 Cension a toni of 9 westerd minimum or events which will printing target species such as primmise willow (Lowidgis spp.), cettails (Typia spp.), torpedo group (Panis orn repens), and carolina willow (Salia carolinana), as well as my other owners exote species found in the wetlands
- 1.3 Capables a total of 9 upland buffer maintenance events which will permarily ranget species such as primmer willow (Lawidge app.), and spuc (Cenchroopp.), torpedo grata (Panicum repens), and jobrasna grata (Soughum halepease). or well as any other namence/cande species found in the uplands.
- 1.4 This survice does not include prosment of submerged weeds or fast proving species such as duckweed (Lemms app.), automost (Winliffs app.), or algo-
- 1.5 Vegezation will be nearest with aquatic herbindes and left to broad down in place nameally

31,320.00	Subunal
0.00	Thu
\$51,520.00	1 130

PCOSCIII

If additional maintenance events are necessary, they will be completed at the per event rate listed above. If additional services such as mowing at planting are required, a separate proposal will be provided to the client for review and approval.

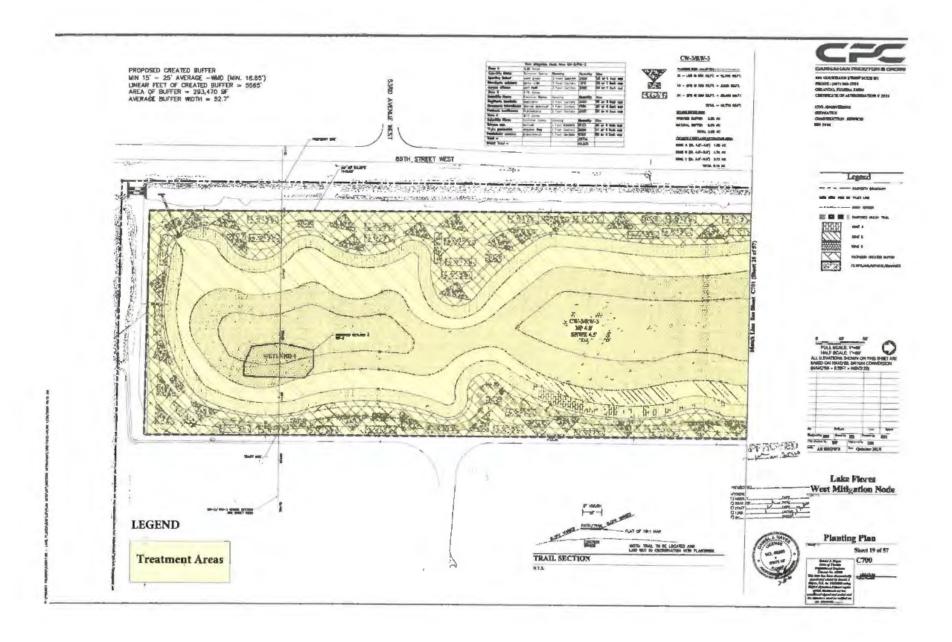
Telmis.

AUTHORIZATION TO PROCEED

If you are in agreement with the above services and fees, please sign this proposal given our company authorization to

promped. If you have any questions or need additional interestion, please call our office. Thank you for requesting our services on this important protect.

Lake Doner Community Development Dismer



LAKE FLORES COMMUNITY DEVELOPMENT DISTRICT

Florida Permitting, Inc. 5318 Bayshore Road - Suite A Palmetto, FL 34221 941-721-9584



Lake Flores Community Development District

Invoice Number
Date of Issue
Due Date
Reference

10063 11/08/2023 12/08/2023 Lake Flores Development / Submerged Aquatic Veg Monitoring

Amount Due (USD)

\$7,770.00

Description	Rate	Qty	Line Total
Late Season SAV Field Data Collection	\$7,770.00	1	\$7,770.00

243-000-11

Late season event to take place approximately 60 days after the early season event and before September 30th.

- Obtain recent aerial photography including the six (6) monitoring sites and prepare prints of each survey area for use in the field.
- Conduct a general reconnaissance, qualitative mapping survey at the six monitoring sites within a 200 foot radius from the permanent markers. Mapping will minimally include areas of barren sand, shell hash, rock, and estimated percent cover of submerged aquatic vegetation by species.
- Take representative digital photographs of each monitoring site.
- Record date and time of each mapping event along with observations of weather conditions and tidal stage.
- Conduct a quantitative analysis by utilizing the line intercept method
 of vegetation analysis on three transects at each monitoring site. Each
 transect within a monitoring site will begin at the PVC marker and then
 follow a specific compass heading for a distance of approximately 200
 feet.
- Data collection will include recording the following: percent cover of vegetation species present along the transect, barren sand, shell hash and rock.
- Observations will also be recorded regarding the extent and configuration of erosion, sediment deposition, macroalgae accumulations, excessive turbidity or other disturbances along each transect.

• Water depths will be recorded at fifty-foot intervals along each transect.

7,770.00 0.00	Subtotal Tax
7,770.00	Total Amount Paid
\$7,770.00	Amount Due (USD)

Terms

We accept check or ACH as payment. A service fee of 1% will be applied to all ACH payments over \$5,000.00.

[&]quot;Account not paid within 30 days pass the due date on this invoice may be subject to a 1.5% monthly service charge"

Florida Permitting, Inc. 5318 Bayshore Road - Suite A Palmetto, FL 34221 941-721-9584



Lake Flores Community Development District

Invoice Number 10104
Date of Issue 01/15/2024
Due Date 02/14/2024
Reference Lake Flores Development

Amount Due (USD)

\$8,050.00

Description	Rate	Qty	Line Total
Report Preparation and Submittal (243-000-11) Analyze field data and begin preparation of SAV monitoring report for DS-2, DS-3, and the two reference sites.	\$8,050.00	1	\$8,050.00

- Prepare a summary report to include all criteria detailed in the Approved Monitoring Plan and the USACE permit for the project.
- Provide a draft monitoring report to team members for review and comment.
- Edit and revise per team comments.
- \bullet Submit SAV Monitoring report to the USACE and NMFS to comply with permit conditions.

8,050.00	Subtotal
0.00	Tax
8,050.00	Total
0.00	Amount Paid
\$8,050.00	Amount Due (USD)

Terms

[&]quot;Account not paid within 30 days pass the due date on this invoice may be subject to a 1.5% monthly service charge"

LAKE FLORES COMMUNITY DEVELOPMENT DISTRICT

6

RESOLUTION 2024-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF LAKE FLORES COMMUNITY DEVELOPMENT DISTRICT DESIGNATING A DATE, TIME, AND LOCATION FOR LANDOWNERS' MEETING; PROVIDING FOR PUBLICATION, PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Lake Flores Community Development District (the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within Manatee County, Florida; and

WHEREAS, the District's Board of Supervisors (the "Board") is statutorily authorized to exercise the powers granted to the District; and

WHEREAS, all meetings of the Board shall be open to the public and governed by provisions of Chapter 286, *Florida Statutes*; and

WHEREAS, the effective date of Manatee County Ordinance No. 22-04 creating the District (the "Ordinance") January 13, 2022; and

WHEREAS, the District is statutorily required to hold a meeting of the landowners of the District for the purpose of electing Board of Supervisors for the District on the first Tuesday in November, which shall be noticed pursuant to Section 190.006(2)(a), Florida Statutes.

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

SECTION 1. In accordance with section 190.006(2), *Florida Statutes*, the meeting of the landowners to elect three (3) supervisors of the District, shall be held on the 5th day of November, 2024 at 1:00 p.m., at 8116 Cortez Road W., Bradenton, Florida 34210.

SECTION 2. The District's Secretary is hereby directed to publish notice of this landowners meeting in accordance with the requirements of Section 190.006(2)(a), *Florida Statutes*.

SECTION 3. Pursuant to Section 190.006(2)(b), Florida Statutes, the landowners' meeting and election is hereby announced by the Board at its February 8, 2024 meeting. A sample notice of landowners' meeting and election, proxy, ballot form and instructions were presented at such meeting and are attached hereto as **Exhibit A**. Such documents are available for review and copying during normal business hours at the at the office of the District Manager, Wrathell, Hunt & Associates, LLC, located at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

SECTION 4. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 8TH DAY OF FEBRUARY, 2024.

ATTEST:	LAKE FLORES COMMUNITY DEVELOPMENT DISTRICT		
Secretary/Assistant Secretary	Chair/Vice Chair, Board of Supervisors		

Exhibit A

NOTICE OF LANDOWNERS' MEETING AND ELECTION AND MEETING OF THE BOARD OF SUPERVISORS OF THE LAKE FLORES COMMUNITY DEVELOPMENT DISTRICT

Notice is hereby given to the public and all landowners within Lake Flores Community Development District (the "District") in Manatee County, Florida, advising that a meeting of landowners will be held for the purpose of electing three (3) persons to the District Board of Supervisors. Immediately following the landowners' meeting, there will be convened a meeting of the Board of Supervisors for the purpose of considering certain matters of the Board to include election of certain District officers, and other such business which may properly come before the Board.

DATE: November 5, 2024

TIME: 1:00 p.m.

PLACE: 8116 Cortez Road W.

Bradenton, Florida 34210

Each landowner may vote in person or by written proxy. Proxy forms may be obtained upon request at the office of the District Manager, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431. At said meeting, each landowner or his or her proxy shall be entitled to nominate persons for the position of Supervisor and cast one vote per acre of land, or fractional portion thereof, owned by him or her and located within the District for each person to be elected to the position of Supervisor. A fraction of an acre shall be treated as one acre, entitling the landowner to one vote with respect thereto. Platted lots shall be counted individually and rounded up to the nearest whole acre. The acreage of platted lots shall not be aggregated for determining the number of voting units held by a landowner or a landowner's proxy. At the landowners' meeting, the landowners shall select a person to serve as the meeting chair and who shall conduct the meeting.

The landowners' meeting and the Board of Supervisors meeting are open to the public and will be conducted in accordance with the provisions of Florida law. One or both of the meetings may be continued to a date, time, and place to be specified on the record at such meeting. A copy of the agenda for these meetings may be obtained from 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431. There may be an occasion where one or more supervisors will participate by telephone.

Any person requiring special accommodations to participate in these meetings is asked to contact the District Office at (877) 276-0889, at least 48 hours before the hearing. If you are hearing or speech impaired, please contact the Florida Relay Service at (800) 955-8770 for aid in contacting the District Office.

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

District Manager		
Run Date(s):	&	

PUBLISH: ONCE A WEEK FOR 2 CONSECUTIVE WEEKS, THE LAST DAY OF PUBLICATION TO BE NOT FEWER THAN 14 DAYS OR MORE THAN 28 DAYS BEFORE THE DATE OF ELECTION, IN A NEWSPAPER WHICH IS IN GENERAL CIRCULATION IN THE AREA OF THE DISTRICT

INSTRUCTIONS RELATING TO LANDOWNERS' MEETING OF LAKE FLORES COMMUNITY DEVELOPMENT DISTRICT FOR THE ELECTION OF SUPERVISORS

DATE OF LANDOWNERS' MEETING: November 5, 2024

TIME: 1:00 p.m.

LOCATION: **8116 Cortez Road W. Bradenton, Florida 34210**

Pursuant to Chapter 190, Florida Statutes, and after a Community Development District ("District") has been established and the landowners have held their initial election, there shall be a subsequent landowners' meeting for the purpose of electing members of the Board of Supervisors ("Board") every two years until the District qualifies to have its board members elected by the qualified electors of the District. The following instructions on how all landowners may participate in the election are intended to comply with Section 190.006(2)(b), Florida Statutes.

A landowner may vote in person at the landowners' meeting, or the landowner may nominate a proxy holder to vote at the meeting in place of the landowner. Whether in person or by proxy, each landowner shall be entitled to cast one vote per acre of land owned by him or her and located within the District, for each position on the Board that is open for election for the upcoming term. A fraction of an acre shall be treated as one (1) acre, entitling the landowner to one vote with respect thereto. Please note that a particular parcel of real property is entitled to only one vote for each eligible acre of land or fraction thereof; therefore, two or more people who own real property in common, that is one acre or less, are together entitled to only one vote for that real property.

At the landowners' meeting, the first step is to elect a chair for the meeting, who may be any person present at the meeting. The landowners shall also elect a secretary for the meeting who may be any person present at the meeting. The secretary shall be responsible for the minutes of the meeting. The chair shall conduct the nominations and the voting. If the chair is a landowner or proxy holder of a landowner, he or she may nominate candidates and make and second motions. Candidates must be nominated and then shall be elected by a vote of the landowners. Nominees may be elected only to a position on the Board that is open for election for the upcoming term.

Three (3) seats on the Board will be up for election by landowners. The two candidates receiving the highest number of votes shall be elected for a term of four (4) years. The candidate receiving the next highest number of votes shall be elected for a term of two (2) years. The term of office for each successful candidate shall commence upon election.

A proxy is available upon request. To be valid, each proxy must be signed by <u>one</u> of the legal owners of the property for which the vote is cast and must contain the typed or printed name of the individual who signed the proxy; the street address, legal description of the property or tax parcel identification number; and the number of authorized votes. If the proxy authorizes more than one vote, each property must be listed and the number of acres of each property must be included. The signature on a proxy does not need to be notarized.

LANDOWNER PROXY

LAKE FLORES COMMUNITY DEVELOPMENT DISTRICT MANATEE COUNTY, FLORIDA LANDOWNERS' MEETING – NOVEMBER 5, 2024

KNOW ALL MEN BY THESE PRESENTS, that the	undersigned, the fe	e simple owner of the land	ls
described herein, hereby constitutes and appoints		("Proxy Holder") for an	
on behalf of the undersigned, to vote as proxy at the Community Development District to be held at 1:00 p.m Bradenton, Florida 34210, and at any adjournments	n., on November 5, 20	024, at 8116 Cortez Road W	١.,
unplatted land and/or platted lots owned by the unders			
entitled to vote if then personally present, upon any c	~	_	
matter or thing that may be considered at said meeti			
members of the Board of Supervisors. Said Proxy Holder	-		
on all matters not known or determined at the time o	•		
considered at said meeting.			
Any proxy heretofore given by the undersigned	for said meeting is h	erehy revoked. This proxy	iς
to continue in full force and effect from the date hereof	_		
and any adjournment or adjournments thereof, but may			_
revocation presented at the landowners' meeting prior	•	•	
conferred herein.			
	_		
Printed Name of Legal Owner			
Signature of Legal Owner	Dat	Date	
Parcel Description	<u>Acreage</u>	Authorized Votes	
[Insert above the street address of each parcel, the legal described of each parcel. If more space is needed, identification of pa	•		
attachment hereto.]	•	. ,	
Total Number of Authorized Votes:			
NOTES: Pursuant to Section 190.006(2)(b), Florida Statut	es, a fraction of an a	acre is treated as one (1) acr	·e
entitling the landowner to one vote with respect thereto.			

If the fee simple landowner is not an individual, and is instead a corporation, limited liability company, limited partnership or other entity, evidence that the individual signing on behalf of the entity has the authority to do so should be attached hereto (e.g., bylaws, corporate resolution, etc.).

property in common that is one acre or less are together entitled to only one vote for that real property.

OFFICIAL BALLOT

LAKE FLORES COMMUNITY DEVELOPMENT DISTRICT MANATEE COUNTY, FLORIDA LANDOWNERS' MEETING - NOVEMBER 5, 2024

For Election (3 Supervisors): The two (2) candidates receiving the highest number of votes will each receive a four (4)-year term, and the one (1) candidate receiving the next highest number of votes will receive a two (2)-year term, with the term of office for the successful candidates commencing upon election.

The undersigned certifies that he/she/it is the fee simple owner of land, or the proxy holder for the fee simple owner of land, located within the Lake Flores Community Development District and described as follows:

<u>escription</u>		<u>Acreage</u>
	eet address of each parcel, the legal description nore space is needed, identification of parcels	
ttach Proxy.		
	· · · · · · · · · · · · · · _ ·	owner, or as the proxy holde Landowner's Proxy attached hereto
ist my votes as 1	follows:	
st my votes as 1	NAME OF CANDIDATE	NUMBER OF VOTES
		NUMBER OF VOTES
SEAT		NUMBER OF VOTES
SEAT 3		NUMBER OF VOTES
3		NUMBER OF VOTES
SEAT 3 4	NAME OF CANDIDATE	

LAKE FLORES COMMUNITY DEVELOPMENT DISTRICT

Utility Relocation Service, LLC

LAKE FLORES - (Cortez Road West Scope)
make way for a new construction project, located in _Bradenton , FL, known as
assistance with all aspects of implementing the relocation of all existing dry utilities to
(URS)LAKE FLORES CDD (Owner). Utility Relocation Service will provide
This letter describes the consulting agreement between Utility Relocation Service, LLC

URS's responsibilities will include but not be limited to managing the utility relocation process on right-of-way as follows:

- 1. Identify all utilities on or near the site.
- 2. Identify local engineers, DOT, and Manatee County (existing utilities)
 - a. Send identified engineers:
 - i. Project Scope Narrative (**SEE ATTACHED EXHIBIT A**)
 - ii. Site Plan
 - iii. Projected Timetables
- 3. Design Ticket
 - a. Call 811 to create design ticket
 - i. Land Lot
 - ii. Section
 - iii. Parcel
 - iv. Start date
 - v. Company information
 - b. Engineers are notified
 - c. URS receive list of existing utilities
- 4. Create preliminary existing utility layout
 - a. Determine if sonar locates are necessary
 - b. Work with Civil Engineer
- 5. Initiate or Confirm Large Project Ticket with 811 (If Applicable)
 - a. Renew ticket every 70 days
 - b. Request plans of facilities from stakeholders
 - c. Request field meetings
- 6. Large Project Meeting
 - a. Large Project Marking Form
 - b. Set date for Power Company Design completion
- 7. Request Designs from all utilities

- a. Distribute electrical design
- b. Review possible conflicts with installation of wet utilities
- c. Begin follow-ups with each affected utility on design & invoice
- 8. Analyze Designs & Costs
 - a. Review for accuracy
 - b. Review for continuity w/ owner's plans
 - c. Identify potential cost savings
 - d. Review with owner

Add-on Services

- 1. Sonar Locates APPROX \$1,600.00
- 2. Potholing APPROX \$2,500.00
- 3. Execution of Relocations as Construction Manager \$10,000.00
 - a. Confirm Completion of Relocations INCLUDED with CM
 - b. Coordination & routing design of new utilities coming into project -INCLUDED with CM

Terms of Engagement

Owner agrees to compensate Utility Relocation Service LLC (URS) an amount not to exceed Twenty Thousand Dollars & Zero Cents (\$20,000.00) in two (2) progress payments based on the two (2) milestones of our work: Investigation and Design Coordination & Resolution. The first payment in the amount of Ten Thousand Dollars & Zero Cents (\$10,000.00) will be due at the signing of this agreement. The second payment in the amount of Ten Thousand Dollars & Zero Cents (\$10,000.00) will be due at the end of Finalized Designs and Costs from the providers.

URS will be solely responsible for any expenses it incurs with the exception of travel, lodging, and meal expenses when site meetings are required. Actual travel, lodging, and meal expenses will be billed simply as reimbursements to the developer.

URS understands that this Letter of Agreement can be terminated by either party at any time. Any termination may be delivered in writing by mail or email. Upon termination of this engagement, Owner has no obligation to pay fees on any remaining milestones of work for the project that have not yet commenced.

Utility Relocation Service accepts no liability of any kind for the decisions made by

Owner based on any information or advice provided by Utility Relocation Service, LLC . Upon approval of this letter by an authorized Agent, Utility Relocation Service LLC will be engaged and proceed with its responsibilities described herein.
This Letter is the entire Agreement between the two parties.
Chris M Sirmans
Partner
Utility Relocation Service, LLC
Approved By:

JAN 29, 2024

Title:

B

Utility Relocation Service, LLC

LAKE FLORES - (75th Street West Scope)
make way for a new construction project, located in _Bradenton, FL , known as
assistance with all aspects of implementing the relocation of all existing dry utilities to
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 - a. Confirm Completion of Relocations INCLUDED with CM
 - b. Coordination & routing design of new utilities coming into project -INCLUDED with CM

Terms of Engagement

Owner agrees to compensate Utility Relocation Service LLC (URS) an amount not to exceed Twelve Thousand Dollars & Zero Cents (\$12,000.00) in two (2) progress payments based on the two (2) milestones of our work: Investigation and Design Coordination & Resolution. The first payment in the amount of Six Thousand Dollars & Zero Cents (\$6,000.00) will be due at the signing of this agreement. The second payment in the amount of Six Thousand Dollars & Zero Cents (\$6,000.00) will be due at the end of Finalize Designs and Costs.

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Upon approval of this letter by an authorized Agent, Utility Relocation Service LLC will be engaged and proceed with its responsibilities described herein.

This Letter is the entire Agreement between the two parties.

Chris M Sirmans

Partner

Utility Relocation Service, LLC

Approved By:

Title:

JAN 29, 2024

UNAUDITED FINANCIAL STATEMENTS

LAKE FLORES COMMUNITY DEVELOPMENT DISTRICT FINANCIAL STATEMENTS UNAUDITED DECEMBER 31, 2023

LAKE FLORES COMMUNITY DEVELOPMENT DISTRICT BALANCE SHEET GOVERNMENTAL FUNDS DECEMBER 31, 2023

ASSETS	General Fund	Debt Service Fund Series 2023 A-1	Service Fund Series 2023 A-2	Capital Project Fund Series 2023 A-1	Total Governmental Funds
Cash	\$ 4,492	\$ -	\$ -	\$ -	\$ 4,492
Investments	φ 4,492	Ψ -	Ψ -	Ψ -	Ψ 4,432
Reserve	_	925,403	2,255	_	927,658
Capitalized interest	_	1,662,186	2,200	_	1,662,186
Construction	_	-,002,.00	_	13,386,085	13,386,085
Cost of issuance	_	12,377	4,827	-	17,204
Undeposited funds	7,545	-	-	_	7,545
Due from Landowner	13,426	-	-	-	13,426
Total assets	\$ 25,463	\$2,599,966	\$ 7,082	\$13,386,085	\$16,018,596
LIABILITIES AND FUND BALANCES Liabilities:					
Accounts payable	\$ 19,877	\$ -	\$ -	\$ -	\$ 19,877
Contracts payable	-	-	-	808,454	808,454
Retainage payable	_	-	_	234,000	234,000
Landowner advance	6,000	-	-	-	6,000
Due to Landowner	-	46,952	-	620	47,572
Tax payable	448	-	-	-	448
Total liabilities	26,325	46,952		1,043,074	1,116,351
DEFERRED INFLOWS OF RESOURCES					
Deferred receipts	13,426	-	_	_	13,426
Total deferred inflows of resources	13,426	-		-	13,426
Fund balances: Restricted for:					
Debt service	-	2,553,014	7,082	-	2,560,096
Capital projects	-	-	-	12,343,011	12,343,011
Unassigned	(14,288)				(14,288)
Total fund balances	(14,288)	2,553,014	7,082	12,343,011	14,888,819
Total liabilities, deferred inflows of resources					
and fund balances	\$ 25,463	\$2,599,966	\$ 7,082	\$13,386,085	\$16,018,596

LAKE FLORES COMMUNITY DEVELOPMENT DISTRICT GENERAL FUND

STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES FOR THE PERIOD ENDED DECEMBER 31, 2023

Landowner contribution \$ 4,674 \$ 9,008 \$ 165,555 59 Total revenues 4,674 9,008 165,555 59 EXPENDITURES Professional & administrative Supervisors 1,077 1,938 6,459 309 Management/accounting/recording 4,000 12,000 48,000 25,000 49 Engineering 385 900 25,000 49 Engineering 5,500 09 Audit 5,500 09 Audit 5,500 09 Debt service fund accounting 5,500 09 Debt service fund accounting 5,500 09 Tustee* 5,500 09 Tustee posting and accounting 5,500 09 Tustee posting and accounting 5,500 20 259 Legal adver		Current Month	Year toDate	Budget	% of Budget
Total revenues	REVENUES				
EXPENDITURES Professional & administrative Supervisors 1,077 1,938 6,459 30% Amanagement/accounting/recording 4,000 12,000 48,000 25% 25					5%
Professional & administrative Supervisors 1,077 1,938 6,459 300 250 48,000 259 49,000 12,000 48,000 259 49,000 25,000 49,000 25,000 49,000 25,000 49,000 25,000 49,000 25,000 49,000 25,000 49,000 25,000 49,000 25,000 49,000 25,000 49,000 25,000 49,000 25,000 49,000 25,000 49,000 25,000	Total revenues	4,674	9,008	165,555	5%
Supervisors 1,077 1,938 6,459 30% Management/accounting/recording 4,000 12,000 48,000 25% Legal 385 900 25,000 0% Engineering - - 2,000 0% Audit - - 5,500 0% Arbitrage rebate calculation* - - 5,500 0% Debt service fund accounting - - 5,500 0% Debt service fund accounting - - 5,500 0% Trustee* - - 5,500 0% Trustee* - - 5,500 0% Postage 53 88 500 18% Printing & binding 42 125 500 25% Legal advertising - - 175 175 100 0% Annual special district fee - 175 175 175 100 0% Contingencies/bank charges </td <td>EXPENDITURES</td> <td></td> <td></td> <td></td> <td></td>	EXPENDITURES				
Management/accounting/recording 4,000 12,000 48,000 25% Legal 385 900 25,000 4% Engineering - - 2,000 0% Audit - - - 5,500 0% Dissemination agent* 83 250 1,000 25% Debt service fund accounting - - 5,500 0% Trustee* - - 5,500 0% Trustee* - - 5,500 0% Postage 53 88 500 18% Printing & binding 42 125 500 25% Legal advertising - - 1,500 0% Annual special district fee - 175 175 100 Insurance - - 5,00 5% Contingencies/bank charges - - 5,00 9% Website hosting & maintenance - - - 100 <td>Professional & administrative</td> <td></td> <td></td> <td></td> <td></td>	Professional & administrative				
Legal 385 900 25,000 49 Engineering - - 2,000 09 Arbitrage rebate calculation* - - 5,500 09 Dissemination agent* 83 250 1,000 259 Debt service fund accounting - - 5,500 09 Trustee* - - 5,500 09 Postage 53 88 500 128 Postage 53 88 500 128 Printing & binding 42 125 500 259 Legal advertising - 15 100 09 Insurance - 15 100 09 Mebsite hosting & maintenace - <td>Supervisors</td> <td>1,077</td> <td>1,938</td> <td>6,459</td> <td>30%</td>	Supervisors	1,077	1,938	6,459	30%
Engineering Audit - - 2,000 0% Audit Arbitrage rebate calculation* - - 5,500 0% Op Dissemination agent* 83 250 1,000 25% Debt service fund accounting - - 5,500 0% To Debt service fund accounting - - 5,500 0% To Debt service fund accounting - - 5,500 0% To Debt service fund accounting - - 5,500 0% To Debt service fund accounting - - 5,500 0% To Debt service fund accounting - - 5,500 0% To Debt service fund accounting - - 5,500 0% To Debt service fund accounting - - 5,500 0% To Debt service fund accounting - - 5,500 20% To Debt service fund accounting - - - 18% To Debt service fund accounting - - 1,500 0% To Debt service fund accounting - - 1,500 0% To Debt service fund accounting - - 1,000 0% To Debt service fund accounting - - - 1,000 0% To Debt service fund accounting fund accounting fund accounting fu	Management/accounting/recording	4,000	12,000	48,000	25%
Audit - - 5,500 0% Arbitrage rebate calculation* - - 500 0% Dissemination agent* 83 250 1,000 25% Debt service fund accounting - - 5,500 0% Trustee* - - 5,500 0% Trustee* - - 5,500 0% Postage 53 88 500 18% Printing & binding 42 125 500 25% Legal advertising - - 1,500 0% Annual special district fee - 175 175 100% Insurance - 175 175 100% Insurance - 5,200 5,500 95% Contingencies/bank charges - - 705 0% Website hosting & maintenance - - 705 0% Website hosting & maintenance - - 1,000 0% <	Legal	385	900	25,000	4%
Arbitrage rebate calculation* Dissemination agent* 83 250 1,000 259 Debt service fund accounting 5,500 09 Trustee* 5,500 09 Telephone - 16 50 200 259 Postage - 53 88 500 189 Printing 8 binding - 42 125 500 259 Legal advertising 1,500 09 Annual special district fee 175 175 175 1009 Insurance 5,200 5,500 959 Contingencies/bank charges 5,000 09 Website hosting & maintenance 5,000 09 Website ADA compliance 705 09 Website ADA compliance 210 09 Total professional & administrative - 5,656 20,726 109,249 199 Field operations (phase 1) Field operations (phase 1) Field management 1,000 09 Combined lakes Lake maintenance 1,000 09 Combined lakes Lake maintenance 7,749 09 Lake bank erosion repair 2,000 09 Control structure & outfall 5,000 09 West mitigation node area Wetland maintenance 14,214 09 Wetland monitoring/report - 7,770 7,770 15,000 529 Total field operations - 7,770 7,770 56,306 149 Total expenditures - 17,770 7,770 56,306 149 Total expenditures - 18,556 109,248 5 179 Excess/(deficiency) of revenues over/(under) expenditures	Engineering	-	_	2,000	0%
Dissemination agent* 83 250 1,000 259 Debt service fund accounting - - 5,500 09 Trustee* - - 5,500 09 Telephone 16 50 200 259 Postage 53 88 500 189 Printing & binding 42 125 500 259 Legal advertising - - - 1,500 09 Annual special district fee - 175 175 100 09 Insurance - 5,200 5,500 55 05 05 Contingencies/bank charges - - - 5,000 55 05 05 05 05 05 00 09 Website hosting & maintenance - - - 705 09 09 Website hosting & maintenance - - 109 249 199 199 199 199 199 199 199 199	Audit	-	-	5,500	0%
Debt service fund accounting - - 5,500 0% Trustee* - - 5,500 0% Trustee* - - 5,500 0% Postage 53 88 500 18% Printing & binding 42 125 500 25% Legal advertising - - 1,500 0% Annual special district fee - 175 175 100 Insurance - 5,200 5,500 95% Contingencies/bank charges - - 5,000 95% Contingencies/bank charges - - - 500 0% Website ADA compliance - - - 705 0% Website ADA compliance - - - 210 0% Total professional & administrative 5,656 20,726 109,249 19% Field operations (phase 1) Field apprations (phase 1) - - 1,000<	Arbitrage rebate calculation*	-	-	500	0%
Debt service fund accounting - - 5,500 0% Trustee* - - 5,500 0% Telephone 16 50 200 25% Postage 53 88 500 18% Printing & binding 42 125 500 25% Legal advertising - - 1,500 0% Annual special district fee - 175 175 100 Insurance - 5,200 5,500 95% Contingencies/bank charges - - 5,000 95% Contingencies/bank charges - - - 500 0% Website ADA compliance - - - 705 0% Website ADA compliance - - - 210 0% Total professional & administrative 5,656 20,726 109,249 19% Field operations (phase 1) Field operations (phase 1) - - 1,00	Dissemination agent*	83	250	1,000	25%
Trustee* - 5,500 0% Telephone 16 50 200 25% Postage 53 88 500 18% Printing & binding 42 125 500 25% Legal advertising - - 1,500 0% Annual special district fee - 175 175 100% Insurance - 5,200 5,500 95% Contingencies/bank charges - - 500 0% Website hosting & maintenance - - 705 0% Website ADA compliance - - 210 0% Total professional & administrative 5,656 20,726 109,249 19% Field operations (phase 1) Field anagement - - 1,000 0% Combined lakes - - 1,000 0% Lake maintenance - - 7,749 0% Lake bank erosion repair - <td></td> <td>-</td> <td>_</td> <td>5,500</td> <td>0%</td>		-	_	5,500	0%
Telephone 16 50 200 25% Postage 53 88 500 18% Printing & binding 42 125 500 25% Legal advertising - - 1,500 0% Annual special district fee - 175 175 100% Insurance - 5,200 5,500 95% Contingencies/bank charges - - 500 0% Website hosting & maintenance - - 705 0% Website ADA compliance - - 210 0% Total professional & administrative 5,656 20,726 109,249 19% Field operations (phase 1) Field operations (phase 1) - - 1,000 0% Combined lakes - - 1,000 0% Combined lakes - - - 7,749 0% Lake maintenance - - - 7,749 0%	Trustee*	-	-		0%
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Printing & binding 42 125 500 259 Legal advertising - - 1,500 09 Annual special district fee - 175 175 100 Insurance - 5,200 5,500 95 Contingencies/bank charges - - 500 09 Website hosting & maintenance - - 705 09 Website ADA compliance - - - 210 09 Total professional & administrative 5,656 20,726 109,249 199 Field operations (phase 1) Field management - - 1,000 09 Compliance - - - 1,000 09 Field operations (phase 1) - - - 1,000 09 Field operations (phase 1) - - - 1,000 09 Field operations (phase 1) - - - - 7,749 <t< td=""><td>•</td><td></td><td></td><td></td><td>18%</td></t<>	•				18%
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Annual special district fee		_	-		0%
Insurance		_	175		100%
Contingencies/bank charges - - 500 0% Website hosting & maintenance - - - 705 0% Website ADA compliance - - - 210 0% Total professional & administrative 5,656 20,726 109,249 19% Field operations (phase 1) Field management - - 1,000 0% Combined lakes - - 7,749 0% Lake maintenance - - 7,749 0% Lake bank mowing - - 11,343 0% Lake bank erosion repair - - 2,000 0% Control structure & outfall - - - 5,000 0% West mitigation node area Wetland maintenance - - 14,214 0% Wetland monitoring/report 7,770 7,770 15,000 52% Total field operations 7,770 7,770 56,306 14%	·	_			95%
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Total expenditures 13,426 28,496 165,555 17% Excess/(deficiency) of revenues over/(under) expenditures (8,752) (19,488) - Fund balances - beginning Fund balances - ending (5,536) 5,200 - Fund balances - ending \$ (14,288) \$ (14,288) \$ -	<u> </u>				
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over/(under) expenditures (8,752) (19,488) - Fund balances - beginning (5,536) 5,200 - Fund balances - ending \$ (14,288) \$ (14,288) \$ -	·				
Fund balances - beginning (5,536) 5,200 - Fund balances - ending \$ (14,288) \$ (14,288) \$ -	•				
Fund balances - ending \$ (14,288) \$ -	over/(under) expenditures	(8,752)	(19,488)	-	
Fund balances - ending \$ (14,288) \$ -	Fund balances - beginning	(5,536)	5,200		
*The control of the c	Fund balances - ending			\$ -	
	*These items will be realized when bonds are issued				2

LAKE FLORES COMMUNITY DEVELOPMENT DISTRICT STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES DEBT SERVICE FUND SERIES 2023 A-1 FOR THE PERIOD ENDED DECEMBER 31, 2023

	Current Month		Year To Date	
REVENUES Interest Total revenues	\$	10,587 10,587	\$	15,622 15,622
EXPENDITURES Debt service				
Cost of issuance Total debt service		950 950	_	656,686 656,686
Excess/(deficiency) of revenues over/(under) expenditures		9,637		(641,064)
OTHER FINANCING SOURCES/(USES) Bond proceeds Original issue premium Total other financing sources		- - -		,527,837 (286,807) ,241,030
Net change in fund balances		9,637	2	,599,966
Fund balances - beginning Fund balances - ending		543,377	\$2	(46,952) ,553,014

LAKE FLORES COMMUNITY DEVELOPMENT DISTRICT STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES DEBT SERVICE FUND SERIES 2023 A-2 FOR THE PERIOD ENDED DECEMBER 31, 2023

DEVENUE	Current Month		Year To Date	
REVENUES	•	00	•	50
Interest	\$	28	\$	50
Total revenues		28		50
EXPENDITURES				
Debt service				
Cost of issuance		-		45,639
Total debt service		-		45,639
Excess/(deficiency) of revenues over/(under) expenditures		28		(45,589)
OTHER FINANCING SOURCES/(USES)				
Bond proceeds		-		55,000
Original issue premium		-		(2,329)
Total other financing sources		-		52,671
Net change in fund balances Fund balances - beginning Fund balances - ending	-\$	28 7,054 7,082	\$	7,082 - 7,082
Tana salanoos onding	Ψ	1,002	Ψ	7,002

LAKE FLORES COMMUNITY DEVELOPMENT DISTRICT STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES CAPITAL PROJECTS FUND SERIES 2023 A-1 FOR THE PERIOD ENDED DECEMBER 31, 2023

	Current Month	Year To Date
REVENUES		
Interest	\$ 62,136	\$ 93,356
Total revenues	62,136	93,356
EXPENDITURES		
Construction costs	2,010,553	6,929,701
Total expenditures	2,010,553	6,929,701
Excess/(deficiency) of revenues over/(under) expenditures	(1,948,417)	(6,836,345)
OTHER FINANCING SOURCES/(USES)		
Bond proceeds		20,097,163
Total other financing sources/(uses)		20,097,163
Net change in fund balances	(1,948,417)	13,260,818
Fund balances - beginning	14,291,428	(917,807)
Fund balances - ending	\$12,343,011	\$ 12,343,011

MINUTES A

1 2 3	MINUTES OF MEETING LAKE FLORES COMMUNITY DEVELOPMENT DISTRICT				
4 5	The Board of Supervisors of the Lake	e Flores Community Development District held a			
	•	, .			
6	•	11:00 a.m., at ZNS Engineering, 1023 Manatee			
7	Avenue West, 7th Floor, Bradenton, Florida 34	4205.			
8					
9 10	Present at the meeting were:				
11	Gary Walker	Chair			
12	David Brasher	Vice Chair			
13	Reggie Tisdale	Assistant Secretary			
14 15	Walter Preston	Assistant Secretary			
15 16	Also present:				
17	Also present.				
18	Kristen Suit	District Manager			
19	Jonathan Johnson (via telephone)	District Counsel			
20	Jeb Mulock	District Engineer			
21	Ed Hill	Developer Representative			
22	Whiting Preston	Landowner			
23					
24					
25 26	FIRST ORDER OF BUSINESS	Call to Order/Roll Call			
27	Ms. Suit called the meeting to order at	11:02 a.m.			
28	Supervisors Walker, Brasher, Tisdale a	nd Preston were present. Supervisor Parsons was			
29	not present.				
30					
31 32	SECOND ORDER OF BUSINESS	Public Comments			
33	No members of the public spoke.				
34					
35 36 37 38	THIRD ORDER OF BUSINESS	Approval of Lake Flores Outfall DS-3 RFP Evaluation Criteria and Appointment of Evaluation Committee			
39	The Evaluation Criteria Sheet was inclu	ided for informational purposes.			

Mr. Walker recalled earlier decision to appoint David Brasher, Reggie Tisdale and Karen Wilson as the Evaluation Committee members. He asked if the evaluation criteria point system is standard. Mr. Mulock replied affirmatively and stated it is typical for a project of this size and scope.

On MOTION by Mr. Tisdale and seconded by Mr. Walker, with all in favor, the Lake Flores Outfall DS-3 RFP Evaluation Criteria and Appointment of David Brasher, Reggie Tisdale and Karen Wilson as the Evaluation Committee members, was approved.

FOURTH ORDER OF BUSINESS

Discussion/Consideration: RFP Evaluation Committee Meeting and Special Board Meeting

Ms. Suit stated that both meetings will be held on the same day. The Committee will evaluate the bid responses and present its recommendation to the CDD Board at the Special meeting immediately following the Committee meeting. The Board will make the final decision about awarding the contract.

Discussion ensued about extending the bid response deadline to December 11, 2023, scheduling the meetings on December 12, 2023 and whether there will be sufficient time to review the bids.

Management will advertise the Evaluation Committee meeting on December 12, 2023 at 1:00 p.m., at 8116 Cortez Road West, Bradenton, Florida 34210. The Special meeting will then commence immediately following the adjournment of the Evaluation Committee meeting. Supervisors Walker, Brasher and Tisdale confirmed their attendance and Supervisor Preston was unsure of his availability.

FIFTH ORDER OF BUSINESS

Ratification of Assignment of Construction Agreement & Acquisition of Completed Improvements (Lake Flores Phase 1B Mass Grading and Phase 1B-1 Infrastructure)

73	Mr. Tisdale asked why Exhibit A-2 i	reflects \$0.00 amounts. It was noted that the first					
74	payout went directly to the CDD; the CDD w	ill pay the contractor directly.					
75							
76 77 78 79 80 81	Assignment of the Construction	onded by Mr. Walker, with all in favor, the Agreement & Acquisition of Completed es Phase 1B Mass Grading and Phase 1B-1					
82 83 84 85 86	SIXTH ORDER OF BUSINESS	Presentation of Audited Annual Financial Report for the Fiscal Year Ended September 30, 2022, Prepared by Berger, Toombs, Elam, Gaines & Frank					
87	Ms. Suit presented the Audited Finar	ncial Report for the Fiscal Year Ended September 30,					
88	2022. It was a clean, unmodified audit. The	re were no findings, recommendations, deficiencies					
89	on internal control or instances of non-comp	on internal control or instances of non-compliance.					
90	Mr. Walker referred to the \$12,012	"Due to developer" amount, on Page 9, and asked					
91	for the details to be sent to him.						
92							
93 94 95 96 97	SEVENTH ORDER OF BUSINESS	Consideration of Resolution 2024-01, Hereby Accepting the Audited Annual Financial Report for the Fiscal Year Ended September 30, 2022					
98 99 100 101	_	econded by Mr. Brasher, with all in favor, ng the Audited Annual Financial Report for , 2022, was adopted.					
102 103 104	EIGHTH ORDER OF BUSINESS	Approval of Minutes					
105	A. September 14, 2023 Special Meeting						
106	B. September 28, 2023 Special Meeting	3					
107							

On MOTION by Mr. Walker and seconded by Mr. Brasher, with all in favor, the September 14, 2023 Special Meeting and the September 28, 2023 Special Meeting Minutes, as presented, were approved.

NINTH ORDER OF BUSINESS

NEXT MEETING DATE: December 12, 2023

O QUORUM CHECK

The Evaluation Committee meeting will be on December 12, 2023 at 1:00 p.m., at 8116 Cortez Road West Bradenton, Florida 34210 and the Special Board meeting will commence immediately following the adjournment of the Evaluation Committee meeting.

TENTH ORDER OF BUSINESS

Board Members' Comments/Requests

Mr. Tisdale asked how the CDD can file a Notice of Commencement, for the contractor, for the Outfall DS-3 Project, if the CDD does not own the property and only has a construction easement. Mr. Johnson stated that the CDD does not file the Notice of Commencement; under the contract, the contractor must file a bond with the County, per Florida Statue §255.05.

Mr. Tisdale asked if the western mitigation property was transferred to the CDD, since Cardno, now Stantec, is completing punch list items before the maintenance contract expires next week.

Discussion ensued regarding preparing documents to transfer the mitigation, combined lake and the DS-2 property to the CDD; the sending of maintenance proposals to the CDD, as it is already part of the Operations and Maintenance (O&M) budget and a contractor cleaning up the hurricane-damaged conservation area next week.

Mr. Johnson asked for assurance that someone will send an addendum to the RFP to clarify the bid response deadline. It was confirmed that there will be an addendum to the schedule indicating that bids are due December 11, 2023, not December 5, 2023.

ELEVENTH ORDER OF BUSINESS

Public Comments

No members of the public spoke.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

LAKE FLORES CDD

150

November 30, 2023

LAKE FLORES CDD

November 30, 2023

MINUTES B

1 2	MINUTES OF MEETING LAKE FLORES				
3	COMMUNITY DEVELOPMENT DISTRICT				
4 5		The Board of Supervisors of the Lake	Flores Community Development District held an		
6	RFP I	Evaluation Committee Meeting on Decem	nber 12, 2023 at 1:00 p.m., at 9116 Cortez Road		
7	W., E	Bradenton, Florida 34210.			
8					
9 10		Present were:			
11 12 13 14 15 16 17 18		Kristen Suit Jeb Mulock Jonathan Johnson (via telephone) Karen Wilson David Brasher Reggie Tisdale Ed Hill	District Manager District Engineer District Engineer Evaluation Committee Member Evaluation Committee Member Evaluation Committee Member Developer Representative		
20 21	FIRST	FORDER OF BUSINESS	Call to Order/Roll Call		
22		Ms. Suit called the meeting to order at	1:00 p.m. The attendees are listed above.		
23		NOTE: NO OFFICIAL ACTION	ON OF THE BOARD WILL BE TAKEN		
24		Ms. Suit noted that no official action	will be taken at this meeting. The Evaluation		
25	Com	mittee will evaluate the responses to the	RFP and present a recommendation to the CDD		
26	Boar	d, who will then make the final decision a	at the Special meeting immediately following this		
27	meet	ting.			
28					
29 30 31	SECC	OND ORDER OF BUSINESS	Evaluation of Lake Flores, Outfall DS-3 Project Proposal Packages		
32	A.	Affidavit of Publication			
33	В.	RFP Package			
34	C.	Respondents			
35		Ms. Wilson prepared and distribute	ed documents to the Evaluation Committee		
36	Mem	nbers, along with the District Engineer's Co	sts Estimates, to aid in the evaluation process.		

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65 [SIGNATURES APPEAR ON THE FOLLOWING PAGE]

Secretary/Assistant Secretary	Chair/Vice Chair

LAKE FLORES CDD

December 12, 2023

MINUTES C

	ט	KAFI			
1	MINUTES	OF MEETING			
2	LAKE FLORES				
3	COMMUNITY DEVELOPMENT DISTRICT				
4					
5	The Board of Supervisors of the Lake Flores Community Development District held a				
6	Special Meeting on December 12, 2023, immediately following adjournment of RFP Evaluation				
7	Committee Meeting, scheduled to commence at 1:00 p.m., at 8116 Cortez Road W., Bradenton,				
8	Florida 34210.				
9 10	Present at the meeting were:				
11	Gary Walker	Chair			
12	David Brasher	Vice Chair			
13	Reggie Tisdale	Assistant Secretary			
14	Walter Preston	Assistant Secretary			
15	Krystal Parson	Assistant Secretary			
16					
17	Also present:				
18					
19	Kristen Suit	District Manager			
20	Jonathan Johnson (via telephone)	District Counsel			
21	Jeb Mulock	District Engineer			
22	Karen Wilson	ZNS Engineering			
23	Ed Hill	Developer Representative			
24	Whiting Preston	Landowner			
25					
26	FIRST ORDER OF BUSINESS	Call to Order/Roll Call			
27		·			
28	Ms. Suit called the meeting to order at 1:42 p.m. All Supervisors were present.				
29					
30 31	SECOND ORDER OF BUSINESS	Public Comments			
32	No members of the public spoke.				
33					
34 35 36 37	THIRD ORDER OF BUSINESS	Consideration of Recommendation of RFP Evaluation Committee and Ranking of Proposals			
38	Ms. Wilson discussed the Evaluation Committee's process She distributed docume				
39	related to the Request for Proposals (RFP) and recapped the Evaluation Committee's scores and				
40	ranking of each respondent in each category based on the evaluation criteria. She presented				
41	the Evaluation Committee's overall total scores and ranking, as follows:				

79 80

	LAKE FLORES CDD	DRAFT December 12, 2023			
81 82 83	FIFTH ORDER OF BUSINESS	Discussion: Fiscal Year 2024 Amended Budget			
84	Ms. Suit stated that this action	Ms. Suit stated that this action is not necessary since the remainder of the Phase 1			
85	project is not being added at this point	ct is not being added at this point. The "Lake bank maintenance" budget and description			
86	will be updated to include the neighbor	be updated to include the neighboring community's control and outfall structures.			
87					
88 89 90	SIXTH ORDER OF BUSINESS	Acceptance of Unaudited Financial Statements as of October 31, 2023			
91	Mr. Walker will research the \$46,952 Debt Service Fund Series 2023 A-1 "Due to				
92	Landowner" amount, as he thought it would have been paid from the bond proceeds.				
93					
94 95 96	On MOTION by Mr. Walker and seconded by Ms. Parsons, with all in favor, the Unaudited Financial Statements as of October 31, 2023, were accepted.				
97					
98 99	SEVENTH ORDER OF BUSINESS	NEXT MEETING DATE: TBD			
100	O QUORUM CHECK				
101					
102 103	EIGHTH ORDER OF BUSINESS	Board Members' Comments/Requests			
104	Discussion ensued regarding the	Discussion ensued regarding the dry season, District Counsel providing direction for ETM			
105	to submit a deductive Change Order s	o submit a deductive Change Order since certain work will be done at a later date and the			
106	Outfall DS-3 Project timeline, from mob	Outfall DS-3 Project timeline, from mobilization on January 17, 2024 to January 23, 2024, to the			
107	anticipated completion date of mid-April 2024.				
108					
109 110 111	NINTH ORDER OF BUSINESS No members of the public spoke	Public Comments			
111	No members of the public spoke	•			
113 114 115 116	TENTH ORDER OF BUSINESS On MOTION by Mr. Tisdale and	Adjournment seconded by Ms. Parsons, with all in favor, the			
117	meeting adjourned at 1:59 p.m.				

	LAKE FLORES CDD	DRAFT	December 12, 2023
118			
119			
120			
121			
122			
123	Secretary/Assistant Secretary	Chair/Vice Chair	





107 West College Avenue, Tallahassee, FL 32301 850.692.7300

MEMORANDUM

To: Board of Supervisors

From: District Counsel

Date: January 1, 2024

Subject: Ethics Training Requirements

Beginning January 1, 2024, all Board Supervisors of Florida Community Development Districts will be required to complete four (4) hours of Ethics training each year. The four (4) hours must be allocated to the following categories: two (2) hours of Ethics Law, one (1) hour of Sunshine Law, and one (1) hour of Public Records law.

This training may be completed online, and the four (4) hours do not have to be completed all at once. The Florida Commission on Ethics ("COE") has compiled a list of resources for this training. An overview of the resources are described below, and links to the resources are included in this memo.

Each year when Supervisors complete the required financial disclosure form (Form 1 Statement of Financial Interests), Supervisors must mark a box confirming that he or she has completed the Ethics training requirements. At this time, there is no requirement to submit a certificate; however, the COE advises that Supervisors keep a record of all trainings completed (including date and time of completion), in the event Supervisors are ever asked to provide proof of completion. The training is a calendar year requirement and corresponds to the form year. So, Supervisors will not report their 2024 training until they fill out their Form 1 for the 2025 year.

Free Training Options

The Florida Commission on Ethics' ("COE") website has several free online resources and links to resources that Supervisors can access to complete the training requirements. Navigate to that page here: Florida Commission on Ethics Training. Please note that the COE only provides free training for the two (2) hour Ethics portion of the annual training. However, the COE does provide links to free outside resources to complete the Sunshine and Public Records portion of the training. These links are included in this memorandum below for your ease of reference.

¹ https://ethics.state.fl.us/Training/Training.aspx

KUTAKROCK

Free Ethics Law Training

The COE provides several videos for Ethics training, none of which are exactly two (2) hours in length. Please ensure you complete 120 minutes of Ethics training when choosing a combination of the below.

State Ethics Laws for Constitutional Officers & Elected Municipal Officers (100 minutes)

Click here: Kinetic Ethics

Business and Employment Conflicts and Post-Public-Service (56 minutes) Restriction

Click here: Business and Employment Conflicts

Gifts (50 minutes)

Click here: Ethics Laws Governing Acceptance of Gifts

Voting Conflicts - Local Officers (58 minutes)¹

Click here: Voting Vertigo

Free Sunshine/Public Records Law Training

The Office of the Attorney General provides a two (2) hour online training course (audio only) that meets the requirements of the Sunshine Law and Public Records Law portion of Supervisors' annual training.

Click here to access: Public Meeting and Public Records Law

Other Training Options

4- Hour Course

Some courses will provide a certificate upon completion (not required), like the one found from the Florida State University, Florida Institute of Government, linked here: <u>4-Hour Ethics Course</u>. This course meets all the ethics training requirements for the year, including Sunshine Law and Public Records training. This course is currently \$79.00

CLE Course

The COE's website includes a link to the Florida Bar's Continuing Legal Education online tutorial which also meets all the Ethics training requirements. However, this is a CLE course designed more specifically for attorneys. The 5 hours 18 minutes' long course exceeds the 4-hour requirement and its cost is significantly higher than the 4-Hour Ethics course provided by the Florida State University. The course is currently \$325.00. To access this course, click here: Sunshine Law, Public Records and Ethics for Public Officers and Public Employees.

If you have any questions, please do not hesitate to contact me.