

# **LAKE FLORES**

## **COMMUNITY DEVELOPMENT DISTRICT**

**June 6, 2025**

## **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**

May 30, 2025

**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 June 6, 2025 at 9:00 a.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 Resolution 2025-04, Approving a Proposed Budget for Fiscal Year 2025/2026 and Setting a Public Hearing Thereon Pursuant to Florida Law; Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; and Providing an Effective Date
4. Consideration of Resolution 2025-05, Approving the Florida Statewide Mutual Aid Agreement; Providing for Severability; and Providing for an effective Date
5. Consideration of Resolution 2025-06, Electing Jordan Lansford as Assistant Secretary of the District, and Providing for an Effective Date
6. Consideration of Notice to Proceed to ET MacKenzie for 1B2
7. Ratification Items
  - A. E.T. MacKenzie Company of Florida, Inc., Change Orders
    - I. No. 11 [Additional Sock Pipe Removal]
    - II. No. 12 [Lift Station Back Up Generator]
    - III. No. 13 [Lake Flores Trail/Top of Bank Regrading]
    - IV. No. 14 [Moving Services in Ph IB-1]
    - V. No. 15 [Adjusting Services per MC Approved Layouts for Ph N-1]
    - VI. No. 16 [Adjust Rock Excavation Allowance Based on Observed Conditions and Amend Price]

- VII. Asphalt Change Order [Type SP-12.5]
  - B. Steadfast Proposal - Lake Paz Bank Erosion and Planting
  - C. Agriscapes LLC
    - I. Estimate 1153 [Installation of Bahia Sod]
    - II. Invoice 5547 [Installation of Bahia Sod]
  - D. Florida Permitting, Inc.
    - I. Proposal Number 24043 [WMN Monitoring]
    - II. Agreement for Wetland Mitigation and Maintenance Services
  - E. Burkholders Excavating INC Estimate No. 1199 [Repair Lake Bank Washouts]
  - F. Permacast LLC, Agreement for Installation of Retaining Wall and Related Improvements
  - G. Sunrise Landscape Proposal for Pond Mowing
  - H. FPL Thoroughfare - Phase 2 LED Lighting Agreement
8. Acceptance of Unaudited Financial Statements as of April 30, 2025
9. Approval of January 28, 2025 Special Meeting Minutes
10. Staff Reports
  - A. District Counsel: *Kutak Rock LLP*
  - B. District Engineer: *ZNS Engineering, LC*
  - C. District Manager: *Wrathell, Hunt and Associates, LLC*
  - NEXT MEETING DATE: TBD
    - QUORUM CHECK

SEAT 1	GARY WALKER	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 2	JAMES MOTTA	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 3	REGINALD TISDALE	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 4	KRYSTAL PARSONS	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 5	WALTER PRESTON	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
11. Board Members' Comments/Requests
12. Public Comments
13. Adjournment



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

Sincerely,

A handwritten signature in black ink that reads "Kristen Suit". The signature is written in a cursive, flowing style.

Kristen Suit  
District Manager

**FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE**

**CALL-IN NUMBER: 1-888-354-0094**

**PARTICIPANT PASSCODE: 943 865 3730**

# **LAKE FLORES**

**COMMUNITY DEVELOPMENT DISTRICT**

**3**

**RESOLUTION 2025-04**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LAKE FLORES COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2025/2026 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 prepared and submitted to the Board of Supervisors ("**Board**") of the Lake Flores Community Development District ("**District**") prior to June 15, 2025, the proposed operating budget ("**Proposed Budget**") for the fiscal year beginning October 1, 2025 and ending September 30, 2026 ("**Fiscal Year 2025/2026**"); 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 LAKE FLORES COMMUNITY DEVELOPMENT DISTRICT:**

**1. APPROVING PROPOSED BUDGET.** The operating budget proposed by the District Manager for Fiscal Year 2025/2026 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said budget.

**2. SETTING HEARING.** The public hearing on the approved budget is hereby declared and set for the following date, hour and location:

**DATE:** \_\_\_\_\_

**HOUR:** \_\_\_\_\_

**LOCATION:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**3. TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENT.** The District Manager is hereby directed to submit a copy of the Proposed Budget to Manatee 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 6th day of June, 2025.

ATTEST:

**LAKE FLORES COMMUNITY DEVELOPMENT  
DISTRICT**

---

Secretary/Assistant Secretary

---

Chair/Vice Chair, Board of Supervisors

**Exhibit A:** Fiscal Year 2025/2026 Budget

**Exhibit A**

Fiscal Year 2025/2026 Budget

**LAKE FLORES  
COMMUNITY DEVELOPMENT DISTRICT  
PROPOSED BUDGET  
FISCAL YEAR 2026**

**LAKE FLORES  
COMMUNITY DEVELOPMENT DISTRICT  
TABLE OF CONTENTS**

<u>Description</u>	<u>Page Number(s)</u>
General Fund Budget	1 - 2
Definitions of General Fund Expenditures	3 - 4
Debt Service Fund Budget - Series 2023A-1	5
Amortization Schedule - Series 2023A-1	6 - 7
Debt Service Fund Budget - Series 2023A-2	8
Amortization Schedule - Series 2023A-2	9 - 10
Assessment Summary	11

**LAKE FLORES  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND BUDGET  
FISCAL YEAR 2026**

	Fiscal Year 2025				
	Adopted Budget FY 2025	Actual through 3/31/2025	Projected through 9/30/2025	Total Actual & Projected	Proposed Budget FY 2026
<b>REVENUES</b>					
Assessment levy: off-roll					\$ 556,945
Landowner contribution	\$ 221,731	\$101,037	\$ 216,548	\$ 317,585	-
Landowner: lakes cost share	10,074	-	10,074	10,074	14,862
Total revenues	231,805	101,037	226,622	327,659	571,807
<b>EXPENDITURES</b>					
<b>Professional &amp; administrative</b>					
Supervisors	6,459	1,722	4,737	6,459	6,459
Management/accounting/recording	48,000	24,000	24,000	48,000	48,000
Legal	25,000	6,040	18,960	25,000	25,000
Engineering	2,000	1,372	628	2,000	2,000
Audit	5,500	3,165	2,335	5,500	5,500
Arbitrage rebate calculation	500	-	500	500	500
Dissemination agent	1,000	500	500	1,000	1,000
Debt service fund accounting	5,500	2,750	2,750	5,500	5,500
Trustee	5,500	8,492	-	8,492	8,500
Telephone	200	50	150	200	200
Postage	500	245	255	500	500
Printing & binding	500	250	250	500	500
Legal advertising	1,500	568	932	1,500	1,500
Annual special district fee	175	175	-	175	175
Insurance	5,800	5,408	-	5,408	6,100
Contingencies/bank charges	500	544	-	544	1,000
Website hosting & maintenance	705	705	-	705	705
Website ADA compliance	210	-	210	210	210
Total professional & administrative	109,549	55,986	56,207	112,193	113,349
<b>Field operations (phase 1)</b>					
Field management	1,000	-	1,000	1,000	1,000
Combined lakes					
Monitoring/reports	24,280	-	24,280	24,280	5,000
Lake maintenance	7,749	-	7,749	7,749	8,750
Lake bank mowing	11,343	-	11,343	11,343	39,060
Lake bank erosion repair	2,000	-	2,000	2,000	13,500
Control structure & outfall	5,000	-	5,000	5,000	8,000
Lake Flores, A1, & A2					
Monitoring/reports	-	-	-	-	15,000
Lake maintenance	-	-	-	-	14,123
Lake bank mowing	-	-	-	-	46,410
Lake bank erosion repair	-	-	-	-	16,050
Control structure & outfall	-	-	-	-	17,500



**LAKE FLORES  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND BUDGET  
FISCAL YEAR 2026**

	Fiscal Year 2025				Proposed
	Adopted Budget FY 2025	Actual through 3/31/2025	Projected through 9/30/2025	Total Actual & Projected	Budget FY 2026
Wildland Conservation Easement					
Annual Monitoring	-	-	-	-	4,000
Baseline Report	-	-	-	-	5,000
West mitigation node area					
Miscellaneous	5,000	-	5,000	5,000	5,000
Wetland maintenance	14,214	34,800	-	34,800	47,560
Wetland monitoring/ report	31,320	4,585	26,735	31,320	6,470
Conservation area landscaping	20,350	-	20,350	20,350	-
10' Path Trail (Mulch and Weed Control)	-	-	-	-	5,000
Central and Eastern mitigation node area					
Miscellaneous	-	-	-	-	10,000
Wetland maintenance	-	-	-	-	97,595
Wetland monitoring/ report	-	-	-	-	12,940
Conservation area landscaping	-	-	-	-	-
Drainage Strip 2 & 3 (Mowing, Erosion Repair, Weed Control, Pipe Cleaning)	-	-	-	-	16,000
Street Signs	-	-	-	-	-
Lake Flores Modal Trail (Asphalt)	-	-	-	-	-
Modal Trail (Asphalt)	-	-	-	-	-
Alley (Asphalt)	-	-	-	-	-
Streetlights	-	-	-	-	9,500
Unbudgeted field operations	-	28,945	-	28,945	55,000
Total field operations	<u>122,256</u>	<u>68,330</u>	<u>134,457</u>	<u>202,787</u>	<u>458,458</u>
Total expenditures	<u>231,805</u>	<u>124,316</u>	<u>190,664</u>	<u>314,980</u>	<u>571,807</u>
Excess/(deficiency) of revenues over/(under) expenditures	-	(23,279)	35,958	12,679	-
Fund balance - beginning (unaudited)	-	(2,605)	(25,884)	(2,605)	10,074
Fund balance - ending (projected)					
Assigned					
Working capital	-	-	-	-	-
Unassigned	-	(25,884)	10,074	10,074	10,074
Fund balance - ending	<u>\$ -</u>	<u>\$ (25,884)</u>	<u>\$ 10,074</u>	<u>\$ 10,074</u>	<u>\$ 10,074</u>

**LAKE FLORES  
COMMUNITY DEVELOPMENT DISTRICT  
DEFINITIONS OF GENERAL FUND EXPENDITURES**

**EXPENDITURES**

**Professional & administrative**

Supervisors	\$ 6,459
Statutorily set at \$200 for each meeting of the Board of Supervisors not to exceed \$4,800 for each fiscal year.	
Management/accounting/recording	48,000
<b>Wrathell, Hunt and Associates, LLC</b> (WHA), specializes in managing community development districts by combining the knowledge, skills and experience of a team of professionals to ensure compliance with all of the District's governmental requirements. WHA develops financing programs, administers the issuance of tax exempt bond financings, operates and maintains the assets of the community.	
Legal	25,000
General counsel and legal representation, which includes issues relating to public finance, public bidding, rulemaking, open meetings, public records, real property dedications, conveyances and contracts.	
Engineering	2,000
The District's Engineer will provide construction and consulting services, to assist the District in crafting sustainable solutions to address the long term interests of the community while recognizing the needs of government, the environment and maintenance of the District's facilities.	
Audit	5,500
Statutorily required for the District to undertake an independent examination of its books, records and accounting procedures.	
Arbitrage rebate calculation	500
To ensure the District's compliance with all tax regulations, annual computations are necessary to calculate the arbitrage rebate liability.	
Dissemination agent	1,000
The District must annually disseminate financial information in order to comply with the requirements of Rule 15c2-12 under the Securities Exchange Act of 1934. Wrathell, Hunt & Associates serves as dissemination agent.	
Trustee	8,500
Annual fee for the service provided by trustee, paying agent and registrar.	
Debt service fund accounting	5,500
Telephone	200
Telephone and fax machine.	
Postage	500
Mailing of agenda packages, overnight deliveries, correspondence, etc.	
Printing & binding	500
Letterhead, envelopes, copies, agenda packages	
Legal advertising	1,500
The District advertises for monthly meetings, special meetings, public hearings, public bids, etc.	
Annual special district fee	175
Annual fee paid to the Florida Department of Economic Opportunity.	
Insurance	6,100
The District will obtain public officials and general liability insurance.	
Contingencies/bank charges	1,000
Bank charges and other miscellaneous expenses incurred during the year and automated AP routing etc.	
Website hosting & maintenance	705
Website ADA compliance	210

**LAKE FLORES  
COMMUNITY DEVELOPMENT DISTRICT  
DEFINITIONS OF GENERAL FUND EXPENDITURES**

**EXPENDITURES (continued)**

**Field operations (phase 1)**

Field management	1,000
Combined lakes	
Monitoring/reports	5,000
Lake maintenance	8,750
"Combined Lakes" (lake 3 & 4). The District will hire a licensed lake maintenance contractor to review, once a month, and treat 22.14 acres, to control nuisance and non-beneficial aquatic growth, such as algae and submersed vegetation, that if not controlled could negatively impact designed stormwater storage and flow characteristics	
Lake bank mowing	39,060
"Combined Lakes" (lake 3 & 4). The District will hire a licensed contractor to mow 3.72 acres of lake bank. It is assumed the lake bank will be planted in bahia sod, no irrigation, no plant beds, minimal pest and weed control. Mowing frequency is anticipated to be 30 times a year.	
Lake bank erosion repair	13,500
"Combined Lakes" (lake 3 & 4). Anticipated to cover the costs of addressing eventual and inevitable lake bank erosion repairs. Any portion of this expenditure not realized during the current fiscal year will be transferred and retained in an assigned fund balance account to be utilized at a future time of need.	
Control structure & outfall	8,000
Periodic inspectns and localized repairs	
Lake Flores, A1, & A2	
Monitoring/reports	15,000
Lake maintenance	14,123
Lake bank mowing	46,410
Lake bank erosion repair	16,050
Control structure & outfall	17,500
Wildland Conservation Easement	
Annual Monitoring	4,000
Baseline Report	5,000
West mitigation node area	
Miscellaneous	5,000
Wetland maintenance	47,560
West mitigation node area (ponds 1, 2 & 3). Assumes twice a year maintenance events for 23.69	
Wetland monitoring/ report	6,470
West mitigation node area (ponds 1, 2 & 3). Assumes once annually	
10' Path Trail (Mulch and Weed Control)	5,000
Central and Eastern mitigation node area	
Miscellaneous	10,000
Wetland maintenance	97,595
Wetland monitoring/ report	12,940
Drainage Strip 2 & 3 (Mowing, Erosion Repair, Weed Control, Pipe Cleaning)	16,000
Streetlights	9,500
Unbudgeted field operations	55,000
Total expenditures	<u><u>\$ 571,807</u></u>

**LAKE FLORES  
COMMUNITY DEVELOPMENT DISTRICT  
DEBT SERVICE FUND SERIES 2023 A-1  
FISCAL YEAR 2026**

	Fiscal Year 2025			Total Actual & Projected Revenue & Expenditures	Proposed Budget FY 2026
	Adopted Budget FY 2025	Actual through 3/31/2025	Projected through 9/30/2025		
<b>REVENUES</b>					
Assessment levy: off-roll	\$ 1,839,767	\$ 89,049	\$ 1,750,718	\$ 1,839,767	\$ 1,839,767
Interest	-	29,446	-	29,446	-
Total revenues	1,839,767	118,495	1,750,718	1,869,213	1,839,767
<b>EXPENDITURES</b>					
<b>Debt service</b>					
Principal	250,000	-	250,000	250,000	270,000
Interest	1,594,688	797,344	797,344	1,594,688	1,577,813
Total expenditures	1,844,688	797,344	1,047,344	1,844,688	1,847,813
Excess/(deficiency) of revenues over/(under) expenditures	(4,921)	(678,849)	703,374	24,525	(8,046)
<b>OTHER FINANCING SOURCES/(USES)</b>					
Transfers out	-	(21,174)	-	(21,174)	-
Total other financing sources/(uses)	-	(21,174)	-	(21,174)	-
Net increase/(decrease) in fund balance	(4,921)	(700,023)	703,374	3,351	(8,046)
Fund balance:					
Beginning fund balance (unaudited)	1,753,215	1,781,819	1,081,796	1,781,819	1,785,170
Ending fund balance (projected)	\$1,748,294	\$1,081,796	\$ 1,785,170	\$ 1,785,170	1,777,124
Use of fund balance:					
Debt service reserve account balance (required)					(919,884)
Interest expense - November 1, 2026					(779,794)
Projected fund balance surplus/(deficit) as of September 30, 2026					\$ 77,446

**LAKE FLORES  
COMMUNITY DEVELOPMENT DISTRICT  
SERIES 2023A-1 AMORTIZATION SCHEDULE**

	<b>Principal</b>	<b>Coupon Rate</b>	<b>Interest</b>	<b>Debt Service</b>	<b>Bond Balance</b>
11/01/25			788,906.25	788,906.25	23,375,000.00
05/01/26	270,000.00	6.750%	788,906.25	1,058,906.25	23,105,000.00
11/01/26			779,793.75	779,793.75	23,105,000.00
05/01/27	285,000.00	6.750%	779,793.75	1,064,793.75	22,820,000.00
11/01/27			770,175.00	770,175.00	22,820,000.00
05/01/28	305,000.00	6.750%	770,175.00	1,075,175.00	22,515,000.00
11/01/28			759,881.25	759,881.25	22,515,000.00
05/01/29	330,000.00	6.750%	759,881.25	1,089,881.25	22,185,000.00
11/01/29			748,743.75	748,743.75	22,185,000.00
05/01/30	350,000.00	6.750%	748,743.75	1,098,743.75	21,835,000.00
11/01/30			736,931.25	736,931.25	21,835,000.00
05/01/31	375,000.00	6.750%	736,931.25	1,111,931.25	21,460,000.00
11/01/31			724,275.00	724,275.00	21,460,000.00
05/01/32	400,000.00	6.750%	724,275.00	1,124,275.00	21,060,000.00
11/01/32			710,775.00	710,775.00	21,060,000.00
05/01/33	430,000.00	6.750%	710,775.00	1,140,775.00	20,630,000.00
11/01/33			696,262.50	696,262.50	20,630,000.00
05/01/34	460,000.00	6.750%	696,262.50	1,156,262.50	20,170,000.00
11/01/34			680,737.50	680,737.50	20,170,000.00
05/01/35	495,000.00	6.750%	680,737.50	1,175,737.50	19,675,000.00
11/01/35			664,031.25	664,031.25	19,675,000.00
05/01/36	525,000.00	6.750%	664,031.25	1,189,031.25	19,150,000.00
11/01/36			646,312.50	646,312.50	19,150,000.00
05/01/37	565,000.00	6.750%	646,312.50	1,211,312.50	18,585,000.00
11/01/37			627,243.75	627,243.75	18,585,000.00
05/01/38	605,000.00	6.750%	627,243.75	1,232,243.75	17,980,000.00
11/01/38			606,825.00	606,825.00	17,980,000.00
05/01/39	645,000.00	6.750%	606,825.00	1,251,825.00	17,335,000.00
11/01/39			585,056.25	585,056.25	17,335,000.00
05/01/40	690,000.00	6.750%	585,056.25	1,275,056.25	16,645,000.00
11/01/40			561,768.75	561,768.75	16,645,000.00
05/01/41	740,000.00	6.750%	561,768.75	1,301,768.75	15,905,000.00
11/01/41			536,793.75	536,793.75	15,905,000.00
05/01/42	790,000.00	6.750%	536,793.75	1,326,793.75	15,115,000.00
11/01/42			510,131.25	510,131.25	15,115,000.00
05/01/43	845,000.00	6.750%	510,131.25	1,355,131.25	14,270,000.00
11/01/43			481,612.50	481,612.50	14,270,000.00
05/01/44	905,000.00	6.750%	481,612.50	1,386,612.50	13,365,000.00
11/01/44			451,068.75	451,068.75	13,365,000.00
05/01/45	970,000.00	6.750%	451,068.75	1,421,068.75	12,395,000.00
11/01/45			418,331.25	418,331.25	12,395,000.00
05/01/46	1,035,000.00	6.750%	418,331.25	1,453,331.25	11,360,000.00
11/01/46			383,400.00	383,400.00	11,360,000.00
05/01/47	1,110,000.00	6.750%	383,400.00	1,493,400.00	10,250,000.00
11/01/47			345,937.50	345,937.50	10,250,000.00

**LAKE FLORES  
COMMUNITY DEVELOPMENT DISTRICT  
SERIES 2023A-1 AMORTIZATION SCHEDULE**

	<b>Principal</b>	<b>Coupon Rate</b>	<b>Interest</b>	<b>Debt Service</b>	<b>Bond Balance</b>
05/01/48	1,185,000.00	6.750%	345,937.50	1,530,937.50	9,065,000.00
11/01/48			305,943.75	305,943.75	9,065,000.00
05/01/49	1,270,000.00	6.750%	305,943.75	1,575,943.75	7,795,000.00
11/01/49			263,081.25	263,081.25	7,795,000.00
05/01/50	1,355,000.00	6.750%	263,081.25	1,618,081.25	6,440,000.00
11/01/50			217,350.00	217,350.00	6,440,000.00
05/01/51	1,450,000.00	6.750%	217,350.00	1,667,350.00	4,990,000.00
11/01/51			168,412.50	168,412.50	4,990,000.00
05/01/52	1,555,000.00	6.750%	168,412.50	1,723,412.50	3,435,000.00
11/01/52			115,931.25	115,931.25	3,435,000.00
05/01/53	1,660,000.00	6.750%	115,931.25	1,775,931.25	1,775,000.00
11/01/53			59,906.25	59,906.25	1,775,000.00
05/01/54	1,775,000.00	6.750%	59,906.25	1,834,906.25	-
<b>Total</b>	<b>23,375,000.00</b>		<b>30,691,237.50</b>	<b>54,066,237.50</b>	

**LAKE FLORES  
COMMUNITY DEVELOPMENT DISTRICT  
DEBT SERVICE FUND SERIES 2023 A-2  
FISCAL YEAR 2026**

	Fiscal Year 2025				
	Adopted Budget FY 2025	Actual through 3/31/2025	Projected through 9/30/2025	Total Actual & Projected Revenue & Expenditures	Proposed Budget FY 2026
<b>REVENUES</b>					
Assessment levy: off-roll	\$ 2,086,133	\$ 569,078	\$ 1,429,776	\$ 1,998,854	\$ 2,059,406
Assessment prepayments	-	2,148,477	-	2,148,477	-
Lot closing assessment	-	4,251	-	4,251	-
Lot closing interest	-	9,121	-	9,121	-
Interest & miscellaneous	-	21,702	-	21,702	-
Total revenues	<u>2,086,133</u>	<u>2,752,629</u>	<u>1,429,776</u>	<u>4,182,405</u>	<u>2,059,406</u>
<b>EXPENDITURES</b>					
<b>Debt service</b>					
Principal prepayment	-	-	2,150,000	2,150,000	-
Interest	982,523	569,078	413,445	982,523	2,059,406
Cost of issuance	270,750	180,750	90,000	270,750	-
Total expenditures	<u>1,253,273</u>	<u>749,828</u>	<u>2,653,445</u>	<u>3,403,273</u>	<u>2,059,406</u>
Excess/(deficiency) of revenues over/(under) expenditures	832,860	2,002,801	(1,223,669)	779,132	-
<b>OTHER FINANCING SOURCES/(USES)</b>					
Bond proceeds	1,771,045	1,182,332	588,713	1,771,045	-
Original issue discount	(764,418)	(510,317)	(254,101)	(764,418)	-
Total other financing sources/(uses)	<u>1,006,627</u>	<u>672,015</u>	<u>334,612</u>	<u>1,006,627</u>	<u>-</u>
Net increase/(decrease) in fund balance	<u>1,839,487</u>	<u>2,674,816</u>	<u>(889,057)</u>	<u>1,785,759</u>	<u>-</u>
Fund balance:					
Beginning fund balance (unaudited)	573,751	582,562	3,257,378	582,562	2,368,321
Ending fund balance (projected)	<u>\$2,413,238</u>	<u>\$3,257,378</u>	<u>\$ 2,368,321</u>	<u>\$ 2,368,321</u>	<u>2,368,321</u>
Use of fund balance:					
Debt service reserve account balance (required)					(1,094,760)
Interest expense - November 1, 2026					(1,029,703)
Projected fund balance surplus/(deficit) as of September 30, 2026					<u>\$ 243,858</u>

**LAKE FLORES  
COMMUNITY DEVELOPMENT DISTRICT  
SERIES 2023A-2 AMORTIZATION SCHEDULE**

	<b>Principal</b>	<b>Coupon Rate</b>	<b>Interest</b>	<b>Debt Service</b>	<b>Bond Balance</b>
11/01/25			1,029,703.13	1,029,703.13	32,105,000.00
05/01/26			1,029,703.13	1,029,703.13	32,105,000.00
11/01/26			1,029,703.13	1,029,703.13	32,105,000.00
05/01/27			1,029,703.13	1,029,703.13	32,105,000.00
11/01/27			1,029,703.13	1,029,703.13	32,105,000.00
05/01/28	395,000.00	6.875%	1,029,703.13	1,424,703.13	31,710,000.00
11/01/28			1,016,125.00	1,016,125.00	31,710,000.00
05/01/29	425,000.00	6.875%	1,016,125.00	1,441,125.00	31,285,000.00
11/01/29			1,001,515.63	1,001,515.63	31,285,000.00
05/01/30	455,000.00	6.875%	1,001,515.63	1,456,515.63	30,830,000.00
11/01/30			985,875.00	985,875.00	30,830,000.00
05/01/31	485,000.00	6.875%	985,875.00	1,470,875.00	30,345,000.00
11/01/31			969,203.13	969,203.13	30,345,000.00
05/01/32	520,000.00	6.875%	969,203.13	1,489,203.13	29,825,000.00
11/01/32			951,328.13	951,328.13	29,825,000.00
05/01/33	555,000.00	6.875%	951,328.13	1,506,328.13	29,270,000.00
11/01/33			932,250.00	932,250.00	29,270,000.00
05/01/34	595,000.00	6.875%	932,250.00	1,527,250.00	28,675,000.00
11/01/34			911,796.88	911,796.88	28,675,000.00
05/01/35	640,000.00	6.875%	911,796.88	1,551,796.88	28,035,000.00
11/01/35			889,796.88	889,796.88	28,035,000.00
05/01/36	685,000.00	6.875%	889,796.88	1,574,796.88	27,350,000.00
11/01/36			866,250.00	866,250.00	27,350,000.00
05/01/37	735,000.00	6.875%	866,250.00	1,601,250.00	26,615,000.00
11/01/37			840,984.38	840,984.38	26,615,000.00
05/01/38	785,000.00	6.875%	840,984.38	1,625,984.38	25,830,000.00
11/01/38			814,000.00	814,000.00	25,830,000.00
05/01/39	840,000.00	6.875%	814,000.00	1,654,000.00	24,990,000.00
11/01/39			785,125.00	785,125.00	24,990,000.00
05/01/40	900,000.00	6.875%	785,125.00	1,685,125.00	24,090,000.00
11/01/40			754,187.50	754,187.50	24,090,000.00
05/01/41	965,000.00	6.875%	754,187.50	1,719,187.50	23,125,000.00
11/01/41			721,015.63	721,015.63	23,125,000.00
05/01/42	1,035,000.00	6.875%	721,015.63	1,756,015.63	22,090,000.00
11/01/42			685,437.50	685,437.50	22,090,000.00
05/01/43	1,105,000.00	6.875%	685,437.50	1,790,437.50	20,985,000.00
11/01/43			647,453.13	647,453.13	20,985,000.00
05/01/44	1,185,000.00	6.875%	647,453.13	1,832,453.13	19,800,000.00
11/01/44			606,718.75	606,718.75	19,800,000.00
05/01/45	1,270,000.00	6.875%	606,718.75	1,876,718.75	18,530,000.00
11/01/45			563,062.50	563,062.50	18,530,000.00
05/01/46	1,360,000.00	6.875%	563,062.50	1,923,062.50	17,170,000.00
11/01/46			516,312.50	516,312.50	17,170,000.00
05/01/47	1,460,000.00	6.875%	516,312.50	1,976,312.50	15,710,000.00
11/01/47			466,125.00	466,125.00	15,710,000.00



**LAKE FLORES  
COMMUNITY DEVELOPMENT DISTRICT  
SERIES 2023A-2 AMORTIZATION SCHEDULE**

	<b>Principal</b>	<b>Coupon Rate</b>	<b>Interest</b>	<b>Debt Service</b>	<b>Bond Balance</b>
05/01/48	1,560,000.00	6.875%	466,125.00	2,026,125.00	14,150,000.00
11/01/48			412,500.00	412,500.00	14,150,000.00
05/01/49	1,675,000.00	6.875%	412,500.00	2,087,500.00	12,475,000.00
11/01/49			354,921.88	354,921.88	12,475,000.00
05/01/50	1,790,000.00	6.875%	354,921.88	2,144,921.88	10,685,000.00
11/01/50			293,390.63	293,390.63	10,685,000.00
05/01/51	1,920,000.00	6.875%	293,390.63	2,213,390.63	8,765,000.00
11/01/51			227,390.63	227,390.63	8,765,000.00
05/01/52	2,055,000.00	6.875%	227,390.63	2,282,390.63	6,710,000.00
11/01/52			156,750.00	156,750.00	6,710,000.00
05/01/53	2,200,000.00	6.875%	156,750.00	2,356,750.00	4,510,000.00
11/01/53			81,125.00	81,125.00	4,510,000.00
05/01/54	2,360,000.00	6.875%	81,125.00	2,441,125.00	2,150,000.00
<b>Total</b>	<b>29,955,000.00</b>		<b>41,079,500.00</b>	<b>71,034,500.00</b>	

**LAKE FLORES  
COMMUNITY DEVELOPMENT DISTRICT  
ASSESSMENT COMPARISON  
PROJECTED FISCAL YEAR 2026 ASSESSMENTS**

Off-Roll Assessments						
Product/Parcel	Units/Acres	FY 2026 O&M Assessment per Unit	FY 2026 Series 2023A-1 DS Assessment per Unit	FY 2026 Series 2023A-2 DS Assessment per Unit	FY 2026 Total Assessment per Unit	FY 2025 Total Assessment per Unit
<b>Residential</b>						
<u>Phase N1</u>						
TH	68	\$ 373.38	\$ 999.76	\$ 1,432.00	\$ 2,805.14	\$ 3,127.37
Twin Villa	90	373.38	1,099.73	1,425.69	2,898.81	3,217.97
	158					
<u>Phase 1B1</u>						
SF 42'	59	373.38	1,259.70	1,385.70	3,018.78	3,318.51
SF 42' - A2 Prepaid	7	373.38	1,259.70	-	1,259.70	3,318.51
SF 45'	23	373.38	1,349.68	1,484.67	3,207.73	3,555.55
SF 45' - A2 Prepaid	9	373.38	1,349.68	-	1,349.68	3,555.55
SF 50'	58	373.38	1,499.64	1,649.64	3,522.66	3,950.61
SF 50' - A2 Prepaid	19	373.38	1,499.64	-	1,873.02	3,950.61
SF 60'	28	373.38	1,799.57	1,979.56	4,152.51	4,740.72
SF 60' - A2 Prepaid	18	373.38	1,799.57	-	2,172.95	4,740.72
SF 80'	18	373.38	2,399.43	2,639.42	5,412.23	6,320.97
SF 80' - A2 Prepaid	3	373.38	2,399.43	-	2,772.81	6,320.97
	242					
<u>Phase 1B2</u>						
SF 45'	94	373.38	1,574.63	1,358.34	3,306.35	3,592.80
SF 50'	54	373.38	1,749.58	1,509.27	3,632.23	3,991.99
SF 60'	90	373.38	2,099.50	1,811.12	4,284.01	4,790.39
SF 80'	27	373.38	2,799.34	2,414.83	5,587.55	6,387.19
	265					
<u>Phase 1C</u>						
SF 42'	85	373.38	-	-	373.38	n/a
SF 45'	37	373.38	-	-	373.38	n/a
SF 50'	140	373.38	-	-	373.38	n/a
SF 60'	136	373.38	-	-	373.38	n/a
	398					
<b>Total Residential</b>	<b>1,063</b>					
<b>Non-Residential</b>						
Multi-family	18.83	1,306.83	6,319.89	5,172.17	12,798.89	14,004.49
Mixed-Use	44.69	1,306.83	6,319.89	5,172.17	12,798.89	14,004.49
<b>Total Non-Residential</b>	<b>63.52</b>					
<b>Future Area(s) Land</b>	<b>778.90</b>	98.90	499.89	-	598.79	499.89

# **LAKE FLORES**

**COMMUNITY DEVELOPMENT DISTRICT**

**4**

**RESOLUTION 2025-05**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF LAKE FLORES COMMUNITY DEVELOPMENT DISTRICT, APPROVING THE FLORIDA STATEWIDE MUTUAL AID AGREEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the State Emergency Management Act, Chapter 252, Florida Statutes, authorizes the state and its political subdivisions to develop and enter into mutual aid agreements for reciprocal emergency aid and assistance in case of emergencies too extensive to be dealt with unassisted; and

**WHEREAS**, the Board of Supervisors of Lake Flores Community Development District desires to move forward and approve an agreement with the State of Florida, Division of Emergency Management, concerning the Statewide Mutual Aid Agreement; and

**WHEREAS**, the Florida Department of Economic Opportunity requires an independent special district to participate in the Statewide Mutual Aid Agreement to be eligible for funds under Administrative Rule 9G-1.9, Base Funding for County Emergency Management Agencies and Municipal Competitive Grant and Loan Programs;

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

1. **RECITALS.** The foregoing “**WHEREAS**” clauses are true and correct and are hereby ratified and confirmed by the Board of Supervisors.
2. **APPROVAL OF AGREEMENT.** The execution of the attached Statewide Mutual Aid Agreement is hereby authorized, and the Agreement is hereby approved.
3. **EFFECTIVE DATE.** This Resolution shall become effective immediately upon its passage and adoption.

**PASSED AND ADOPTED** this 6th day of June, 2025.

ATTEST:

**LAKE FLORES  
COMMUNITY DEVELOPMENT DISTRICT**

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

\_\_\_\_\_  
Chair/Vice Chair, Board of Supervisors

**Exhibit A**

Statewide Mutual Aid Agreement



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

## **STATEWIDE MUTUAL AID AGREEMENT - 2023**

This Agreement is an acknowledgment of receipt by the Florida Division of Emergency Management ("the Division") and the local government ("Participating Party") signing this Agreement. Execution of this agreement replaces all previous iterations and is active until a new agreement is drafted and requested by The Division.

This Agreement is based on the existence of the following conditions:

- A. The State of Florida is vulnerable to a wide range of emergencies and disasters that are likely to cause the disruption of essential services and the destruction of the infrastructure needed to deliver those services.
- B. Such emergencies and disasters often exceed the emergency response and recovery capabilities of any one county or local government.
- C. Such incidents may also give rise to unusual and unanticipated physical and technical needs which a local government cannot meet with existing resources, but that other local governments within the State of Florida may be able to provide.
- D. The Emergency Management Act, chapter 252, *Florida Statutes*, provides each local government of the state the authority to develop and enter into mutual aid agreements within the state for reciprocal emergency aid in case of emergencies too extensive to be dealt with unassisted, and through such agreements ensure the timely reimbursement of costs incurred by the local governments which render such assistance.
- E. Pursuant to chapter 252.32, *Florida Statutes*, the Division renders mutual aid among the political subdivisions of the state to carry out emergency management functions and responsibilities.
- F. Pursuant to chapter 252, *Florida Statutes*, the Division has the authority to coordinate and direct emergency management assistance between local governments and concentrate available resources where needed.

Based on the existence of the foregoing conditions, the Parties agree to the following articles:

### **ARTICLE I: DEFINITIONS**

As used in this Agreement, the following expressions shall have the following meanings:

- A. The "Agreement" is this Agreement, which shall be referred to as the Statewide Mutual Aid Agreement ("SMAA").



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- B. The "Division" is the Florida Division of Emergency Management.
- C. A "Requesting Party" to this Agreement is a Participating Party who requests assistance under this agreement.
- D. An "Assisting Party" to this Agreement is a Participating Party who provides assistance to a Requesting Party under this agreement.
- E. The "Period of Assistance" is the time during which an Assisting Party renders assistance to a Requesting Party under this agreement and includes the time necessary for the resources and personnel of the Assisting Party to travel to the place specified by the Requesting Party and the time necessary to return to their place of origin.
- F. A "Mission" is a documented emergency response activity performed during a Period of Assistance, usually in reference to one operational function or activity.
- G. A "local government" is any educational district, special district, or any entity that is a "local governmental entity" within the meaning of section 11.45(1)(g), *Florida Statutes*.
- H. An "educational district" is any school district within the meaning of section 1001.30, *Florida Statutes*, and any Florida College System Institution or State University within the meaning of section 1000.21, *Florida Statutes*.
- I. A "special district" is any local or regional governmental entity which is an independent special district within the meaning of section 189.012(3), *Florida Statutes*, established by local, special, or general act, or by rule, ordinance, resolution, or interlocal agreement.
- J. A "tribal council" is the respective governing bodies of the Seminole Tribe of Florida and Miccosukee Tribe of Indians recognized as special improvement district by section 285.18(1), *Florida Statutes*.
- K. An "interlocal agreement" is any agreement between local governments within the meaning of section 163.01(3)(a), *Florida Statutes*.
- L. A "Resource Support Agreement" as used in this Agreement refers to a supplemental agreement of support between a Requesting Party and an Assisting Party.
- M. "Proof of work" as used in this Agreement refers to original and authentic documentation of a single individual or group of individuals' emergency response activity at a tactical level.



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- N. "Proof of payment" as used in this Agreement refers to original and authentic documentation of an emergency response expenditure made by an Assisting Party.
- O. A "Reimbursement Package" as used in this Agreement refers to a full account of mission response documentation supported by proof of work and proof of payment.
- P. Any expressions not assigned definitions elsewhere in this Agreement shall have the definitions assigned them by the Emergency Management Act, Chapter 252, *Florida Statutes*.

## ARTICLE II: APPLICABILITY OF THE AGREEMENT

Any Participating Party, including the Division, may request assistance under this Agreement for a "major disaster" or "catastrophic disaster" as defined in section 252.34, *Florida Statutes*, minor disasters, and other such emergencies as lawfully determined by a Participating Party.

## ARTICLE III: INVOCATION OF THE AGREEMENT

In the event of an emergency or anticipated emergency, a Participating Party may request assistance under this Agreement from any other Participating Party or the Division if, in the judgement of the Requesting Party, its own resources are inadequate to meet the needs of the emergency or disaster.

- A. Any request for assistance under this Agreement may be oral, but within five (5) calendar days must be confirmed in writing by the Requesting Party. All requests for assistance under this Agreement shall be transmitted by the Requesting Party to another Participating Party or the Division. If the Requesting Party transmits its request for Assistance directly to a Participating Party other than the Division, the Requesting Party and Assisting Party shall keep the Division advised of their activities.
- B. The Division shall relay any requests for assistance under this Agreement to such other Participating Parties as it may deem appropriate and coordinate the activities of the Assisting Parties to ensure timely assistance to the Requesting Party. All such activities shall be carried out in accordance with the State's Comprehensive Emergency Management Plan.

## ARTICLE IV: RESPONSIBILITIES OF REQUESTING PARTIES

To the extent practicable, all Requesting Parties shall provide the following information to their respective county emergency management agency, the Division, and the intended Assisting Party or Parties. In providing such information, Requesting Parties should utilize Section I of the





# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

Resource Support Agreement (RSA) Form, available via the [Division approved documents SharePoint site](#)<sup>1</sup>.

- A. A description of the Mission to be performed by the Assisting Party;
- B. A description of the resources and capabilities needed to complete the Mission successfully;
- C. The location, date, and time personnel and resources from the Assisting Party should arrive at the incident site, staging area, facility, or other location designated by the Requesting Party;
- D. A description of the health, safety, and working conditions expected for deploying personnel;
- E. Lodging and meal availability;
- F. Any logistical requirements;
- G. A description of any location or facility outside the territorial jurisdiction of the Requesting Party needed to stage incoming resources and personnel;
- H. The location date, and time for personnel of the Requesting Party to meet and receive the personnel and equipment of the Assisting Party; and
- I. A technical description of any communications equipment needed to ensure effective information sharing between the Requesting Party, any Assisting Parties, and all relevant responding entities.

## ARTICLE V: RESPONSIBILITIES OF ASSISTING PARTIES

Each Party shall render assistance under this Agreement to any Requesting Party to the extent practicable that its personnel, equipment, resources, and capabilities can render assistance. If upon receiving a request for assistance under this Agreement a Party determines that it has the capacity to render some or all of such assistance, it shall provide the following information without delay to the Requesting Party, the Division, and the Assisting Party's County emergency management agency. In providing such information, the Assisting Party should utilize the Section II of the Resource Support Agreement (RSA) Form, available via the [Division approved documents SharePoint site](#).

<sup>1</sup> FDEM approved documents such as activity logs and mutual aid forms can be found at:  
[https://portal.floridadisaster.org/projects/FROC/FROC\\_Documents/Forms/AllItems.aspx?View=%7B6F3CF7BD%2DC0A4%2D4BE2%2DB809%2DC8009D7D0686%7D](https://portal.floridadisaster.org/projects/FROC/FROC_Documents/Forms/AllItems.aspx?View=%7B6F3CF7BD%2DC0A4%2D4BE2%2DB809%2DC8009D7D0686%7D)



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- A. A description of the personnel, equipment, supplies, services and capabilities it has available, together with a description of the qualifications of any skilled personnel;
- B. An estimate of the time such personnel, equipment, supplies, and services will continue to be available;
- C. An estimate of the time it will take to deliver such personnel, equipment, supplies, and services to the location(s) specified by the Requesting Party;
- D. A technical description of any communications and telecommunications equipment available for timely communications with the Requesting Party and other Assisting Parties;
- E. The names and contact information of all personnel whom the Assisting Party has designated as team leaders or supervisors; and
- F. An estimated cost for the provision of assistance.

## ARTICLE VI: RENDITION OF ASSISTANCE

The Requesting Party shall afford the emergency response personnel of all Assisting Parties, while operating within the jurisdictional boundaries of the Requesting Party, the same powers, duties, rights, and privileges, except that of arrest unless specifically authorized by the Requesting Party, as are afforded the equivalent emergency response personnel of the Requesting Party. Emergency response personnel of the Assisting Party will remain under the command and control of the Assisting Party, but during the Period of Assistance, the resources and responding personnel of the Assisting Party will perform response activities under the operational and tactical control of the Requesting Party.

- A. Unless otherwise agreed upon between the Requesting and Assisting Party, the Requesting Party shall be responsible for providing food, water, and shelter to the personnel of the Assisting Party. For Missions performed in areas where there are insufficient resources to support responding personnel and equipment throughout the Period of Assistance, the Assisting Party shall, to the fullest extent practicable, provide their emergency response personnel with the equipment, fuel, supplies, and technical resources necessary to make them self-sufficient throughout the Period of Assistance. When requesting assistance, the Requesting Party may specify that Assisting Parties send only self-sufficient personnel and resources but must specify the length of time self-sufficiency should be maintained.



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- B. Unless the Requesting Party has specified the contrary, it shall, to the fullest extent practicable, coordinate all communications between its personnel and the responding personnel of the Assisting Parties, and shall determine and share the frequencies and other technical specifications of all communications equipment to be used, as appropriate, with the deployed personnel of the Assisting Parties.
- C. Personnel of the Assisting Party who render assistance under this Agreement shall receive the usual wages, salaries, and other compensation as are normally afforded to personnel for emergency response activities within their home jurisdiction, and shall have all the immunities, rights, interests, and privileges applicable to their normal employment. If personnel of the Assisting Party hold local licenses or certifications limited to the jurisdiction of issue, then the Requesting Party shall recognize and honor those licenses or certifications for the duration of the Period of Assistance.

## ARTICLE VII: REIMBURSEMENT

After the Period of Assistance has ended, the Assisting Party shall have 45 days to develop a full reimbursement package for services rendered and resources supplied during the Period of Assistance. All expenses claimed to the Requesting Party must have been incurred in direct response to the emergency as requested by the Requesting Party and must be supported by proof of work and proof of payment.

To guide the proper documentation and accountability of expenses, the Assisting Party should utilize the Claim Summary Form, available via the [Division approved documents SharePoint site](#) as a guide and summary of expense to collect information to then be formally submitted for review by the Requesting Party.

To receive reimbursement for assistance provided under this agreement, the Assisting Party shall provide, at a minimum, the following supporting documentation to the Requesting Party unless otherwise agreed upon between the Requesting and Assisting Parties:

- A. A complete and authentic description of expenses incurred by the Assisting Party during the Period of Assistance;
- B. Copy of a current and valid Internal Revenue Service W-9 Form;
- C. Copies of all relevant payment and travel policies in effect during the Period of Assistance;
- D. Daily personnel activity logs demonstrating emergency response activities performed for all time claimed (for FDEM reimbursement Division approved activity logs will be required for personnel activity claims);



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- E. Official payroll and travel reimbursement records for all claimed personnel expenses;
- F. Neat and comprehensive fringe benefit calculations for each position class or category of claimed personnel;
- G. Written justification for all additional expenses/purchases incurred during the Period of Assistance;
- H. Proof of payment for additional/miscellaneous expenses incurred during the Period of Assistance
- I. Equipment activity logs demonstrating equipment use and operation in support of emergency response activities for all time claimed (for FDEM reimbursement Division approved forms will be required for equipment activity claims);
- J. Proof of reimbursement to all employees who incurred emergency response expenses with personal money;
- K. Justification for equipment repair expenses; and
- L. Copies of any applicable supporting agreements or contracts with justification.

If a dispute or disagreement regarding the eligibility of any expense arises, the Requesting Party, Assisting Party, or the Division may elect binding arbitration. If binding arbitration is elected, the Parties must select as an arbitrator any elected official of another Participating Party, or any other official of another Participating Party whose normal duties include emergency management, and the other Participating Party shall also select such an official as an arbitrator, and the arbitrators thus chosen shall select another such official as a third arbitrator.

The three (3) arbitrators shall convene by teleconference or videoconference within thirty (30) calendar days to consider any documents and any statements or arguments by the Division, the Requesting Party, or the Assisting Party concerning the protest, and shall render a decision in writing not later than ten (10) business days after the close of the hearing. The decision of a majority of the arbitrators shall bind the parties and shall be final.

If the Participating Parties do not elect binding arbitration, this agreement and any disputes arising thereunder shall be governed by the laws of the State of Florida and venue shall be in Leon County, Florida. Nothing in this Agreement shall be construed to create an employer-employee relationship or a partnership or joint venture between the participating parties. Furthermore, nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provisions of section 768.28, Florida Statutes. Nothing herein shall be construed as consent by either Party to be sued by third parties.





# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

## ARTICLE VIII: COST ELIGIBLE FOR REIMBURSEMENT

The costs incurred by the Assisting Party under this Agreement shall be reimbursed as needed to make the Assisting Party whole to the fullest extent practicable.

- A. Employees of the Assisting Party who render assistance under this Agreement shall be entitled to receive from the Assisting Party all their usual wages, salaries, and any and all other compensation for mobilization, hours worked, and demobilization. Such compensation shall include any and all contributions for insurance and retirement, and such employees shall continue to accumulate seniority at the usual rate. As between the employees and the Assisting Party, the employees shall have all the duties, responsibilities, immunities, rights, interests, and privileges incident to their usual employment. The Requesting Party shall reimburse the Assisting Party for these costs of employment.
- B. The costs of equipment supplied by the Assisting Party shall be reimbursed at the rental rate established in FEMA's Schedule of Equipment, or at any other rental rate agreed to by the Requesting Party. In order to be eligible for reimbursement, equipment must be in actual operation performing eligible work. The labor costs of the operator are not included in the rates and should be approved separately from equipment costs. The Assisting Party shall pay for fuels, other consumable supplies, and repairs to its equipment as needed to keep the equipment in a state of operational readiness. Rent for the equipment shall be deemed to include the cost of fuel and other consumable supplies, maintenance, service, repairs, and ordinary wear and tear. With the consent of the Assisting Party, the Requesting Party may provide fuels, consumable supplies, maintenance, and repair services for such equipment at the site. In that event, the Requesting Party may deduct the actual costs of such fuels, consumable supplies, maintenance, and services from the total costs otherwise payable to the Assisting Party. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract of insurance, the Requesting Party may deduct such payment from any item or items billed by the Assisting Party for any of the costs for such damage that may otherwise be payable.
- C. The Requesting Party shall pay the total costs for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the Requesting Party under this Agreement. In the case of perishable supplies, consumption shall be deemed to include normal deterioration, spoilage, and damage notwithstanding the exercise of reasonable care in its storage and use. Supplies remaining unused shall be returned to the Assisting Party in usable condition upon the close of the Period of Assistance, and the Requesting Party may deduct the cost of such returned supplies from the total costs billed by the Assisting Party for such supplies. If the Assisting Party agrees, the Requesting Party may also replace any and all used consumable supplies with like



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

supplies in usable condition and of like grade, quality and quantity within the time allowed for reimbursement under this Agreement.

- D. The Assisting Party shall keep records to document all assistance rendered under this Agreement. Such records shall present information sufficient to meet the audit requirements specified in the regulations of FEMA and any applicable circulars issued by the State of Florida. Upon reasonable notice, the Assisting Party shall make its records available the Requesting Party for inspection or duplication between 8:00 a.m. and 5:00 p.m. on all weekdays, except for official holidays.

## ARTICLE IX: INSURANCE

Each Participating Party shall determine for itself what insurance to procure, if any. With the exceptions in this Article, nothing in this Agreement shall be construed to require any Participating Party to procure insurance.

- A. Each Participating Party shall procure employers' insurance meeting the requirements of the Workers' Compensation Act, as amended, affording coverage for any of its employees who may be injured while performing any activities under the authority of this Agreement, and shall be provided to each Participating Party.
- B. Participating Parties may elects additional insurance affording liability coverage for any activities that may be performed under the authority of this Agreement .
- C. Subject to the limits of such liability insurance as any Participating Party may elect to procure, nothing in this Agreement shall be construed to waive, in whole or in part, any immunity any Participating Party may have in any judicial or quasi-judicial proceeding.
- D. Each Participating Party which renders assistance under this Agreement shall be deemed to stand in the relation of an independent contractor to all other Participating Parties and shall not be deemed to be the agent of any other Participating Party.
- E. Nothing in this Agreement shall be construed to relieve any Participating Party of liability for its own conduct and that of its employees.
- F. Nothing in this Agreement shall be construed to obligate any Participating Party to indemnify any other Participating Party from liability to third parties.



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

## ARTICLE X: GENERAL REQUIREMENTS

Notwithstanding anything to the contrary elsewhere in this Agreement, all Participating Parties shall be subject to the following requirements in the performance of this Agreement:

- A. All Participating Parties shall allow public access to all documents, papers, letters, or other materials subject to the requirements of the Public Records Act, as amended, and made or received by any Participating Party in conjunction with this Agreement.
- B. No Participating Party may hire employees in violation of the employment restrictions in the Immigration and Nationality Act, as amended.
- C. No costs reimbursed under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Legislature of the State of Florida or any of its agencies.
- D. Any communication to the Division under this Agreement shall be sent via either email, the Division of Emergency Management's Enterprise System (DEMES), or mail to the Response Bureau, Florida Division of Emergency Management, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100.
- E. Any communication to a Participating Party shall be sent to the official or officials specified by that Participating Party. For the purpose of this section, any such communication may be sent by the U.S. Mail, e-mail, or other electronic platforms.

## ARTICLE XI: EFFECTS OF AGREEMENT

Upon its execution by a Participating Party, this Agreement shall have the following effect with respect to that Participating Party:

- A. The execution of this Agreement by any Participating Party which is a signatory to the Statewide Mutual Aid Agreement of 1994 shall terminate the rights, interests, duties, responsibilities, and obligations of that Participating Party under the Statewide Mutual Aid Agreement of 1994, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Statewide Mutual Aid Agreement of 1994, regardless of whether such costs are billed or unbilled.
- B. The execution of this Agreement by any Participating Party which is a signatory to the Public Works Mutual Aid Agreement shall terminate the rights, interests, duties, responsibilities and obligations of that Participating Party under the Public Works Mutual Aid Agreement, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Public Works Mutual Aid Agreement,



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

regardless of whether such costs are billed or unbilled.

- C. Upon the activation of this Agreement by the Requesting Party, this Agreement shall supersede any other existing agreement between it and any Assisting Party to the extent that the former may be inconsistent with the latter.
- D. Upon its execution by any Participating Party, this Agreement will continue in effect for one (1) year from its date of execution by that Participating Party, and it shall automatically renew each year after its execution, unless within sixty (60) calendar days before the renewal date the Participating Party notifies the Division, in writing, of its intent to withdraw from the Agreement.
- E. The Division shall transmit any amendment to this Agreement by sending the amendment to all Participating Parties not later than five (5) business days after its execution by the Division. Such amendment shall take effect not later than sixty (60) calendar days after the date of its execution by the Division and shall then be binding on all Participating Parties. Notwithstanding the preceding sentence, any Participating Party who objects to the amendment may withdraw from the Agreement by notifying the Division in writing of its intent to do so within that time in accordance with section F of this Article.
- F. A Participating Party may rescind this Agreement at will after providing the other Participating Party a written SMAA withdrawal notice. Such notice shall be provided at least 30 days prior to the date of withdrawal. This 30-day withdrawal notice must be: written, signed by an appropriate authority, duly authorized on the official letterhead of the Participating Party, and must be sent via email, the Division of Emergency Managements Enterprise System (DEMES), or certified mail.

## ARTICLE XII: INTERPRETATION AND APPLICATION OF AGREEMENT

The interpretation and application of this Agreement shall be governed by the following conditions:

- A. The obligations and conditions resting upon the Participating Parties under this Agreement are not independent, but dependent.
- B. Time shall be of the essence of this Agreement, and of the performance of all conditions, obligations, duties, responsibilities, and promises under it.
- C. This Agreement states all the conditions, obligations, duties, responsibilities, and promises of the Participating Parties with respect to the subject of this Agreement, and there are no conditions, obligations, duties, responsibilities, or promises other than those expressed in this Agreement.





# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- D. If any sentence, clause, phrase, or other portion of this Agreement is ruled unenforceable or invalid, every other sentence, clause, phrase, or other portion of the Agreement shall remain in full force and effect, it being the intent of the Division and the other Participating Parties that every portion of the Agreement shall be severable from every other portion to the fullest extent practicable. The Division reserves the right, at its sole and absolute discretion, to change, modify, add, or remove portions of any sentence, clause, phrase, or other portion of this Agreement that conflicts with state law, regulation, or policy. If the change is minor, the Division will notify the Participating Party of the change and such changes will become effective immediately; therefore, please check these terms periodically for changes. If the change is substantive, the Participating Parties may be required to execute the Agreement with the adopted changes. Any continued or subsequent use of this Agreement following the posting of minor changes to this Agreement shall signify implied acceptance of such changes.
- E. The waiver of any obligation or condition in this Agreement by a Participating Party shall not be construed as a waiver of any other obligation or condition in this Agreement.

***NOTE: This iteration of the State of Florida Statewide Mutual Aid Agreement will replace all previous versions.***

*The Division shall provide reimbursement to Assisting Parties in accordance with the terms and conditions set forth in this Article for missions performed at the direct request of the Division. Division reimbursement eligible expenses must be in direct response to the emergency as requested by the State of Florida. All required cost estimations and claims must be executed through the DEMES Mutual Aid Portal and assisting agencies must use all required [FDEM forms](#) for documentation and cost verification. If a Requesting Party has not forwarded a request through the Division, or if an Assisting Party has rendered assistance without being requested to do so by the Division, the Division shall not be liable for the costs of any such assistance.*

*FDEM reserves the right to deny individual reimbursement requests if deemed to not be in direct response to the incident for which asset was requested.*

**IN WITNESS WHEREOF**, the Parties have duly executed this Agreement on the date specified below:



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

## FOR ADOPTION BY A COUNTY

STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT

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

Kevin Guthrie, Executive Director or  
Ian Guidicelli, Authorized Designee

ATTEST:  
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS  
OF \_\_\_\_\_ COUNTY,  
STATE OF FLORIDA

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

Clerk or Deputy Clerk

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

Chair

Date: \_\_\_\_\_

Approved as to Form:

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

County Attorney



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

## FOR ADOPTION BY A CITY

STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT

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

Kevin Guthrie, Executive Director or  
Ian Guidicelli, Authorized Designee

ATTEST:  
CITY CLERK

CITY OF \_\_\_\_\_  
STATE OF FLORIDA

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Form:

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

City Attorney



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

## FOR ADOPTION BY A COUNTY SHERIFF'S OFFICE

STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT

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

Kevin Guthrie, Executive Director or  
Ian Guidicelli, Authorized Designee

\_\_\_\_\_

\_\_\_\_\_  
COUNTY SHERIFF'S OFFICE, STATE OF FLORIDA

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

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Form:

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

Attorney for Entity



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, *Governor*

Kevin Guthrie, *Executive Director*

## FOR ADOPTION BY A COUNTY OR CITY FIRE DEPARTMENT/DISTRICT OFFICE

STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT

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

Kevin Guthrie, Executive Director or  
Ian Guidicelli, Authorized Designee

\_\_\_\_\_

\_\_\_\_\_  
COUNTY OR CITY FIRE DEPARTMENT/DISTRICT, STATE OF FLORIDA

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

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Form:

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

Attorney for Entity



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

## FOR ADOPTION BY AN EDUCATIONAL DISTRICT

STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT

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

Kevin Guthrie, Executive Director or  
Ian Guidicelli, Authorized Designee

\_\_\_\_\_

\_\_\_\_\_ SCHOOL DISTRICT, STATE OF FLORIDA

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

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Form:

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

Attorney for District



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

## FOR ADOPTION BY STATE COLLEGE, COMMUNITY COLLEGE OR STATE UNIVERSITY

STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT

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

Kevin Guthrie, Executive Director or  
Ian Guidicelli, Authorized Designee

ATTEST:

BOARD OF TRUSTEES  
OF \_\_\_\_\_  
STATE COLLEGE, COMMUNITY  
COLLEGE, or STATE OF FLORIDA

BOARD OF TRUSTEES  
OF \_\_\_\_\_  
UNIVERSITY,  
STATE OF FLORIDA

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

Clerk

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

Chairman

Date: \_\_\_\_\_

Approved as to Form:

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

Attorney for Board





# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, *Governor*

Kevin Guthrie, *Executive Director*

## FOR ADOPTION BY A SPECIAL DISTRICT

STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT

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

Kevin Guthrie, Executive Director or  
Ian Guidicelli, Authorized Designee

\_\_\_\_\_

\_\_\_\_\_ SPECIAL DISTRICT, STATE OF FLORIDA

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

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Form:

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

Attorney for District





# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

## FOR ADOPTION BY AN AUTHORITY

STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT

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

Kevin Guthrie, Executive Director or  
Ian Guidicelli, Authorized Designee

ATTEST:

BOARD OF TRUSTEES  
OF \_\_\_\_\_  
AUTHORITY,  
STATE OF FLORIDA

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

Clerk

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

Chairman

Date: \_\_\_\_\_

Approved as to Form:

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

Attorney for Board



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

## FOR ADOPTION BY A NATIVE AMERICAN TRIBE

STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT

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

Kevin Guthrie, Executive Director or  
Ian Guidicelli, Authorized Designee

ATTEST:

TRIBAL COUNCIL OF THE  
\_\_\_\_\_ TRIBE OF FLORIDA

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

Council Clerk

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

Chairman

Date: \_\_\_\_\_

Approved as to Form:

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

Attorney for Council



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

## FOR ADOPTION BY A COMMUNITY DEVELOPMENT DISTRICT

STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT

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

Kevin Guthrie, Executive Director or  
Ian Guidicelli, Authorized Designee

## LAKE FLORES COMMUNITY DEVELOPMENT DISTRICT, STATE OF FLORIDA

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

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Date: **06/06/2025**

Approved as to Form:

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

Attorney for District



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

## SAMPLE AUTHORIZING RESOLUTION FOR ADOPTION OF STATEWIDE MUTUAL AID AGREEMENT

RESOLUTION NO. \_\_\_\_\_

WHEREAS, the State of Florida Emergency Management Act, Chapter 252, authorizes the State and its political subdivisions to provide emergency aid and assistance in the event of a disaster or emergency; and

WHEREAS the statutes also authorize the State to coordinate the provision of any equipment, services, or facilities owned or organized by the State or its political subdivisions for use in the affected area upon the request of the duly constituted authority of the area; and

WHEREAS this Resolution authorizes the request, provision, and receipt of interjurisdictional mutual assistance in accordance with the Emergency Management Act, Chapter 252, among political subdivisions within the State; and

NOW, THEREFORE, be it resolved by \_\_\_\_\_

\_\_\_\_\_ that in order to maximize the prompt, full and effective use of resources of all participating governments in the event of an emergency or disaster we hereby adopt the Statewide Mutual Aid Agreement which is attached hereto and incorporated by reference.

ADOPTED BY: \_\_\_\_\_

DATE: \_\_\_\_\_

I certify that the foregoing is an accurate copy of the Resolution adopted by

\_\_\_\_\_ on \_\_\_\_\_.

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

## **STATEWIDE MUTUAL AID AGREEMENT – SAMPLE ATTACHMENT** **Encompassed Entities**

This notice is an acknowledgment of an amendment to the 2023 SMAA by the Florida Division of Emergency Management (“the Division”) which allows parent entities to include individual departments and subdivisions, within their authority, to be listed as SMAA designees eligible for SMAA request and assistance procedures.

By our authority and adoption of the attached 2023 Statewide Mutual Aid agreement, as the parent entity, the following departments and subdivisions will be included as SMAA signatories for all asset request, assistance, and applicable reimbursement processes:

*All entities listed herein will still require access to the DEMES Mutual Aid System for FDEM Reimbursement process requirements.*

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

# **LAKE FLORES**

**COMMUNITY DEVELOPMENT DISTRICT**

**5**

**RESOLUTION 2025-06**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LAKE FLORES COMMUNITY DEVELOPMENT ELECTING JORDAN LANSFORD AS ASSISTANT SECRETARY OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the Lake Flores Community Development District (“District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes; and

**WHEREAS**, the Board of Supervisors of the District desires to elect a certain Officer of the District.

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

**SECTION 1.** Jordan Lansford is elected as Assistant Secretary.

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

**PASSED AND ADOPTED** this 6th day of June, 2025.

ATTEST:

**LAKE FLORES  
COMMUNITY DEVELOPMENT DISTRICT**

---

Secretary/Assistant Secretary

---

Chair/Vice Chair, Board of Supervisors

# **LAKE FLORES**

**COMMUNITY DEVELOPMENT DISTRICT**

**6**



## NOTICE TO PROCEED

The undersigned hereby gives authorization for the work described below to commence within ten (10) days of this notice. The work is to progress and be completed in accordance with the plans, specifications and conditions provided in the contract.

Project Name:

**CONSTRUCTION OF LAKE FLORES, PHASE 1B-2**

Awarded to:

E.T. MacKENZIE OF FLORIDA INC.  
6212 33<sup>rd</sup> STREET EAST  
BRADENTON, FL 34203  
941-756-6760

Awarded by:

LAKE FORES COMMUNITY DEVELOPMENT DISTRICT  
2300 GLADES RD, #410W, BOCA RATON, FL 33431

The project must be fully complete within 180 consecutive calendar days after this Notice to Proceed.

Authorized this \_\_\_\_ day of June, 2025 by the Lake Flores Community Development District.

---

Signature

---

Title/Authority

**LAKE FLORES**

**COMMUNITY DEVELOPMENT DISTRICT**

**RATIFICATION**

**ITEMS AI**

# CHANGE ORDER

NO. 11  
DATE: 2/5/2025

TO: LAKE FLORES CDD  
2300 Glades Rd, Suite 410W  
Boca Raton, FL 33431

CONTRACTOR:  
ET MACKENZIE  
6212 33rd Ave E.  
Bradenton, FL 34203

PROJECT NAME LAKE FLORES, PH I-B PROJ NO. \_\_\_\_\_

REASON FOR REQUEST: ADDITIONAL SOCK PIPE REMOVAL

## DETAILS:

ITEM NO	DESCRIPTION	QTY	MEAS	UNIT PRICE	TOTAL
1	Demo of existing ADS sock drain	24,703	LF	2.00	49,406.00
2	Demo of existing clay pipe	9,524	LF	2.00	19,048.00
TOTAL				<u>68,454.00</u>	

ORIGINAL CONTRACT TOTAL \$ 31,938,845.45  
ADD/DELETE CO# 1 THRU CO# 10 \$7,725,871.50  
TOTAL THIS CO (CO# 11) \$68,454.00  
REVISED CONTRACT AMOUNT THRU CO# 11 \$ 39,733,170.95

ORIGINAL CONTRACT DAYS 570  
ADD/DELETE CO# 1 THRU CO #8 363  
TOTAL DAYS THIS CO (CO# 11) -  
REVISED CONTRACT DAYS THRU CO# 10 933

This change to the original Contract has been reviewed and approved by the Contractor and the District Engineer and is executed and accepted per the

CONTRACTOR: \_\_\_\_\_ Date: 2/6/25  
DISTRICT \_\_\_\_\_  
ENGINEER: \_\_\_\_\_  
Accepted: **Jeb Mulock, PE** Digitally signed by Jeb Mulock, PE  
DN: C=US, E=jebm@znseng.com, O=ZNS Engineering,  
CN="Jeb Mulock, PE"  
Reason: I have reviewed this document  
Date: 2025.02.06 11:35:15-05'00'

*Gary Walker*  
GARY WALKER  
CHAIRMAN

2/6/25



Equal Opportunity Employer

# E.T. MacKenzie Company of Florida, Inc.

One of The MacKenzie Companies

6212 33<sup>rd</sup> Street East

Bradenton, FL 34203

Phone: (941) 756.6760 Fax: (941) 756.6698

www.mackenzieco.com



<b>To:</b>	Lake Flores Community Development District	<b>Contact:</b>		
<b>Address:</b>	2300 Glades Road, Suite 410W Boca Raton, FL 33431	<b>Phone:</b>		
		<b>Fax:</b>		
<b>Project Name:</b>	Lake Flores Phase 1B-1	<b>Bid Number:</b>	Additional Sock Pipe Removal	
<b>Project Location:</b>	Bradenton, FL	<b>Bid Date:</b>	4/28/2023	
<b>Item Description</b>	<b>Estimated Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total Price</b>

## EARTHWORK 1B-1


Demo Of Existing ADS Sock Drain	24,703.00	LF	\$2.00	\$49,406.00
Demo Of Existing Clay Pipe	9,524.00	LF	\$2.00	\$19,048.00

**Total Price for above EARTHWORK 1B-1 Items:** \$68,454.00

**Total Bid Price:** \$68,454.00

### Notes:

- - See original Contract for Terms and Conditions

<b>ACCEPTED:</b> The above prices, specifications and conditions are satisfactory and hereby accepted. <b>Buyer:</b> _____ <b>Signature:</b> _____ <b>Date of Acceptance:</b> _____	<b>CONFIRMED:</b> <b>E.T. MacKenzie of Florida, Inc.</b>  <b>Authorized Signature:</b>  <b>Estimator:</b> K.C. Coulthart, P.E. 941.756.6760 kc@mackenzieco.com
---	--

 2.5.25

# CHANGE ORDER

NO. 11  
DATE: 2/5/2025

TO: LAKE FLORES CDD  
2300 Glades Rd, Suite 410W  
Boca Raton, FL 33431

CONTRACTOR:  
ET MACKENZIE  
6212 33rd Ave E.  
Bradenton, FL 34203

PROJECT NAME LAKE FLORES, PH I-B PROJ NO. \_\_\_\_\_

REASON FOR REQUEST: ADDITIONAL SOCK PIPE REMOVAL

## DETAILS:

ITEM NO	DESCRIPTION	QTY	MEAS	UNIT PRICE	TOTAL
1	Demo of existing ADS sock drain	24,703	LF	2.00	49,406.00
2	Demo of existing clay pipe	9,524	LF	2.00	19,048.00
TOTAL				<b>68,454.00</b>	

ORIGINAL CONTRACT TOTAL \$ 31,938,845.45  
ADD/DELETE C0# 1 THRU CO# 10 \$7,725,871.50  
TOTAL THIS CO (CO# 11) \$68,454.00  
**REVISED CONTRACT AMOUNT THRU CO# 11 \$ 39,733,170.95**

ORIGINAL CONTRACT DAYS 570  
ADD/DELETE C0# 1 THRU CO #8 363  
TOTAL DAYS THIS CO (CO# 11) -  
**REVISED CONTRACT DAYS THRU CO# 10 933**

*This change to the original Contract has been reviewed and approved by the Contractor and the District Engineer and is executed and accepted per the*

CONTRACTOR: \_\_\_\_\_ Date: \_\_\_\_\_  
DISTRICT \_\_\_\_\_  
ENGINEER: \_\_\_\_\_ Date: \_\_\_\_\_  
Accepted: \_\_\_\_\_ Date: \_\_\_\_\_  
CDD: \_\_\_\_\_  
Name: \_\_\_\_\_

**LAKE FLORES**

**COMMUNITY DEVELOPMENT DISTRICT**

**RATIFICATION**

**ITEMS AII**

# CHANGE ORDER

NO. 12  
DATE: 2/11/2025

TO: LAKE FLORES CDD  
2300 Glades Rd, Suite 410W  
Boca Raton, FL 33431

CONTRACTOR:  
ET MACKENZIE  
6212 33rd Ave E.  
Bradenton, FL 34203

PROJECT NAME LAKE FLORES, PH I-B PROJ NO. \_\_\_\_\_

REASON FOR REQUEST: LIFT STATION BACK UP GENERATOR

## DETAILS:

ITEM NO	DESCRIPTION	QTY	MEAS	UNIT PRICE	TOTAL
1	Lift Station Backup Generator Package, Inclusive	1	ea	125,372.00	125,372.00

**TOTAL** 125,372.00

ORIGINAL CONTRACT TOTAL	\$ 31,938,845.45
ADD/DELETE CO# 1 THRU CO# 11	\$7,794,325.50
TOTAL THIS CO (CO# 12)	\$125,372.00
<b>REVISED CONTRACT AMOUNT THRU CO# 11</b>	<b>\$ 39,858,642.95</b>

ORIGINAL CONTRACT DAYS	570
ADD/DELETE CO# 1 THRU CO #8	363
TOTAL DAYS THIS CO (CO# 11)	*
<b>REVISED CONTRACT DAYS THRU CO# 10</b>	<b>933</b>

*This change to the original Contract has been reviewed and approved by the Contractor and the District Engineer and is executed and accepted per the*

CONTRACTOR: [Signature]  
DISTRICT ENGINEER: Jeb Mulock PE

Digitally signed by Jeb Mulock PE  
DN: cn=US, email=jmulock@etmck.com, o=ETM Engineering, ou=Engineering, cn=Jeb Mulock PE  
Date: 2025.02.12 20:22:36-0500

Date: 2/13/25

Accepted: [Signature]  
CDD: GARY WALKER  
Name: GARY WALKER CHAIRMAN

Date: \_\_\_\_\_

Date: 2/12/25

\* 46-48 week lead time. Additional days to be assessed upon delivery.

# CHANGE ORDER

NO. 12  
DATE: 2/11/2025

TO: LAKE FLORES CDD  
2300 Glades Rd, Suite 410W  
Boca Raton, FL 33431

CONTRACTOR:  
ET MACKENZIE  
6212 33rd Ave E.  
Bradenton, FL 34203

PROJECT NAME LAKE FLORES, PH I-B PROJ NO. \_\_\_\_\_

REASON FOR REQUEST: LIFT STATION BACK UP GENERATOR

## DETAILS:

ITEM NO	DESCRIPTION	QTY	MEAS	UNIT PRICE	TOTAL
1	Lift Station Backup Generator Package, Inclusive	1	ea	125,372.00	125,372.00

**TOTAL** 125,372.00

ORIGINAL CONTRACT TOTAL	\$	31,938,845.45
ADD/DELETE C0# <u>1</u> THRU CO# <u>11</u>		<u>\$7,794,325.50</u>
TOTAL THIS CO (CO# <u>12</u> )		<u>\$125,372.00</u>
<b>REVISED CONTRACT AMOUNT THRU CO# <u>11</u></b>	<b>\$</b>	<b><u>39,858,542.95</u></b>

ORIGINAL CONTRACT DAYS	<u>570</u>
ADD/DELETE C0# <u>1</u> THRU CO #8	<u>363</u>
TOTAL DAYS THIS CO (CO# 11)	<u>*</u>
<b>REVISED CONTRACT DAYS THRU CO# <u>10</u></b>	<u>933</u>

*This change to the original Contract has been reviewed and approved by the Contractor and the District Engineer and is executed and accepted per the*

CONTRACTOR: _____	Date: _____
DISTRICT _____	
ENGINEER: _____	Date: _____
Accepted: _____	
CDD: _____	Date: _____
Name: _____	

\* 46-48 week lead time. Additional days to be assessed upon delivery.



**LAKE FLORES**

**COMMUNITY DEVELOPMENT DISTRICT**

**RATIFICATION**

**ITEMS AIII**



# CHANGE ORDER

NO.  
DATE:

13  
2/20/2024

TO: LAKE FLORES CDD  
2300 Glades Rd, Suite 410W  
Boca Raton, FL 33431

CONTRACTOR:  
ET MACKENZIE  
6212 33rd Ave E.  
Bradenton, FL 34203

PROJECT NAME LAKE FLORES, PH I-B

PROJ NO. \_\_\_\_\_

REASON FOR REQUEST: Lk Flores trail/top of bank regrading

## DETAILS:

ITEM NO	DESCRIPTION	QTY	MEAS	UNIT PRICE	TOTAL
1	Earthwork at LK Flores TOB on W side & amentiy	3,459	CY	16.70	57,765.30
2	Bahia Sod	8,725	SY	4.00	34,900.00
3	Grading	33,000	SY	1.10	36,300.00
TOTAL					128,965.30

ORIGINAL CONTRACT TOTAL	\$	31,938,845.45
ADD/DELETE CO# <u>1</u> THRU CO# <u>12</u>		\$7,919,697.50
TOTAL THIS CO (CO# <u>13</u> )		\$128,965.30
REVISED CONTRACT AMOUNT THRU CO# <u>11</u>	\$	39,987,508.25

ORIGINAL CONTRACT DAYS	570
ADD/DELETE CO# <u>1</u> THRU CO #12	363
TOTAL DAYS THIS CO (CO# 13)	*
REVISED CONTRACT DAYS THRU CO# 10	933

This change to the original Contract has been reviewed and approved by the Contractor and the District Engineer and is executed and accepted per the

CONTRACTOR:  
DISTRICT  
ENGINEER:

Jeb Mulock, PE

Digitally signed by Jeb Mulock, PE  
DN: cn=JEB, o=etm@etm.com, ou=ETM Engineering, c=US  
Please note: I have reviewed this document  
Date: 02/25/24 13:40:38-0500

Date:

2-28-25

Accepted:

CDD:

Name:

GARY WALKER

Date:

Date:

2-27-25



# **LAKE FLORES**

**COMMUNITY DEVELOPMENT DISTRICT**

# **RATIFICATION**

# **ITEMS AIV**

# CHANGE ORDER

NO. **14**  
DATE: 3/5/2025

TO: LAKE FLORES CDD  
2300 Glades Rd, Suite 410W  
Boca Raton, FL 33431

CONTRACTOR:  
ET MACKENZIE  
6212 33rd Ave E.  
Bradenton, FL 34203

PROJECT NAME LAKE FLORES, PH I-B PROJ NO. \_\_\_\_\_

REASON FOR REQUEST: Moving Services in Ph IB-1

## DETAILS:

ITEM NO	DESCRIPTION	QTY	MEAS	UNIT PRICE	TOTAL
<b>Sanitary Sewer</b>					
1	Single Service Move After Initial Install	15	EA	1,023.75	\$15,356.25
	material			201.25	
	labor & equipment			822.50	
2	Double Service Move after Initial Install	89	EA	1,229.40	\$109,416.60
	material			201.25	
	labor & equipment			1,028.15	
3	Single Service Additional Cost Per Updated Detail	7	EA	778.00	\$5,446.00
4	Double Service Additional Cost Per Updated Detail	35	EA	1,058.00	\$37,030.00
<b>Potable Water</b>					
1	Single Service- Short Move After Initial Install	15	EA	622.50	\$9,337.50
	material			35.00	
	labor & equipment			587.50	
2	Single Service - Long Move After Initial Install	26	EA	769.40	\$20,004.40
	material			93.75	
	labor & equipment			675.65	
3	Double Service - Short Move After Initial Install	33	EA	733.15	\$24,193.95
	material			57.50	
	labor & equipment			675.65	
4	Double Service - Long Move After Initial Install	45	EA	1,056.25	\$47,531.25
	material			116.25	
	labor & equipment			940.00	
5	Single Service- Short Additional Cost Per Updated Detail	8	EA	216.00	\$1,728.00
6	Single Service - Long Additional Cost Per Updated Detail	13	EA	356.00	\$4,628.00
7	Double Service - Short Additional Cost Per Updated Detail	11	EA	380.00	\$4,180.00
8	Double Service - Long Additional Cost Per Updated Detail	17	EA	544.00	\$9,248.00
<b>Reclaim Water</b>					
1	Single Service- Short Move After Initial Install	9	EA	622.50	\$5,602.50
	material			35.00	
	labor & equipment			587.50	
2	Single Service - Long Move After Initial Install	6	EA	769.40	\$4,616.40
	material			93.75	
	labor & equipment			675.65	
3	Double Service - Short Move After Initial Install	53	EA	733.15	\$38,856.95
	material			57.50	
	labor & equipment			675.65	

# CHANGE ORDER

NO. 14  
DATE: 3/5/2025

TO: LAKE FLORES CDD  
2300 Glades Rd, Suite 410W  
Boca Raton, FL 33431

CONTRACTOR:  
ET MACKENZIE  
6212 33rd Ave E.  
Bradenton, FL 34203

PROJECT NAME LAKE FLORES, PH I-B PROJ NO. \_\_\_\_\_

REASON FOR REQUEST: Moving Services in Ph IB-1

4	Double Service - Long Move After Initial Install	36	EA	1,056.25	\$38,025.00
	material			116.25	
	labor & equipment			940.00	
5	Single Service- Short Additional Cost Per Updated Detail	3	EA	165.00	\$495.00
6	Single Service - Long Additional Cost Per Updated Detail	4	EA	407.00	\$1,628.00
7	Double Service - Short Additional Cost Per Updated Detail	20	EA	403.00	\$8,060.00
8	Double Service - Long Additional Cost Per Updated Detail	15	EA	\$562.00	\$8,430.00

INVOICE TOTAL **\$393,813.80**

ORIGINAL CONTRACT TOTAL	\$ 31,938,845.45
ADD/DELETE CO# <u>1</u> THRU CO# <u>13</u>	\$8,048,662.80
TOTAL THIS CO (CO# <u>14</u> )	\$393,813.80

REVISED CONTRACT AMOUNT THRU CO# 14 \$ **40,381,322.05**

ORIGINAL CONTRACT DAYS	570
ADD/DELETE CO# <u>1</u> THRU CO #13	363
TOTAL DAYS THIS CO (CO# <u>14</u> )	*
REVISED CONTRACT DAYS THRU CO# <u>14</u>	933

This change to the original Contract has been reviewed and approved by the Contractor and the District Engineer and is executed and accepted per the signatures below. The District approves and accept this revision to the Contract

CONTRACTOR: \_\_\_\_\_ Date: 3/14/25

DISTRICT ENGINEER: **Jeb Mulock, PE** Digitally signed by Jeb Mulock, PE  
DN: C=US, E=jebm@znseng.com, O=ZNS Engineering, CN="Jeb Mulock, PE"  
Reason: I have reviewed this document Date: 2025.03.11 06:47:52-04'00' Date: \_\_\_\_\_

Accepted: \_\_\_\_\_ Date: 3/11/2025  
CDD: \_\_\_\_\_  
Name: Gary Walker, Chairman

**LAKE FLORES**

**COMMUNITY DEVELOPMENT DISTRICT**

**RATIFICATION**

**ITEMS AV**

# CHANGE ORDER

NO. 15  
DATE: 3/7/2025

TO: LAKE FLORES CDD  
2300 Glades Rd, Suite 410W  
Boca Raton, FL 33431

CONTRACTOR:  
ET MACKENZIE  
6212 33rd Ave E.  
Bradenton, FL 34203

PROJECT NAME LAKE FLORES, PH I-B; PART N-1 PROJ NO. \_\_\_\_\_

REASON FOR REQUEST: Adjusting services per MC approved layouts for Ph N-1

## DETAILS:

ITEM NO	DESCRIPTION	QTY	MEAS	UNIT PRICE	TOTAL
<b>Sanitary Sewer</b>					
1	Single Service Additional Cost Per Updated Detail	18	EA	778.00	\$14,004.00
2	Double Service Additional Cost Per Updated Detail	55	EA	1,058.00	\$58,190.00
<b>Potable Water</b>					
1	Single Service- Short Additional Cost Per Updated I	5	EA	216.00	\$1,080.00
2	Single Service - Long Additional Cost Per Updated	5	EA	356.00	\$1,780.00
3	Double Service - Short Additional Cost Per Updatec	32	EA	380.00	\$12,160.00
4	Double Service - Long Additional Cost Per Updated	27	EA	544.00	\$14,688.00
<b>Reclaim Water</b>					
1	Single Service- Short Additional Cost Per Updated I	6	EA	165.00	\$990.00
2	Single Service - Long Additional Cost Per Updated	12	EA	407.00	\$4,884.00
3	Double Service - Short Additional Cost Per Updatec	26	EA	403.00	\$10,478.00
4	Double Service - Long Additional Cost Per Updated	28	EA	562.00	\$15,736.00
<b>TOTAL</b>					<b>\$133,990.00</b>

ORIGINAL CONTRACT TOTAL	\$	31,938,845.45
ADD/DELETE CO# <u>1</u> THRU CO# <u>14</u>		\$8,442,476.60
TOTAL THIS CO (CO# <u>15</u> )		\$133,990.00
<b>REVISED CONTRACT AMOUNT THRU CO# <u>15</u></b>	<b>\$</b>	<b>40,515,312.05</b>
ORIGINAL CONTRACT DAYS		570
ADD/DELETE CO# <u>1</u> THRU CO #14		363
TOTAL DAYS THIS CO (CO# 15)		*
<b>REVISED CONTRACT DAYS THRU CO# <u>15</u></b>		<b>933</b>

This change to the original Contract has been reviewed and approved by the Contractor and the District Engineer and is executed and accepted per the signatures below. The District approves and accept this revision to the Contract

CONTRACTOR: \_\_\_\_\_

Date: 3/14/25

DISTRICT  
ENGINEER: Jeb Mulock, PE

Digitally signed by Jeb Mulock, PE  
DN: C=US, E=jebm@znseng.com, O=ZNS Engineering, CN="Jeb Mulock, PE"  
Reason: I have reviewed this document  
Date: 2025.03.11 06:48:30-04'00'

Date: \_\_\_\_\_

Accepted: \_\_\_\_\_

CDD: Gary Walker

Date: 3/11/2025

Name: Gary Walker, Chairman

**LAKE FLORES**

**COMMUNITY DEVELOPMENT DISTRICT**

**RATIFICATION**

**ITEMS AVI**



# CHANGE ORDER

NO. 16  
DATE: 3/7/2025

TO: LAKE FLORES CDD  
2300 Glades Rd, Suite 410W  
Boca Raton, FL 33431

CONTRACTOR:  
ET MACKENZIE  
6212 33rd Ave E.  
Bradenton, FL 34203

PROJECT NAME LAKE FLORES, CENTRAL & EAST MITIGATION AREA PROJ NO. \_\_\_\_\_

REASON FOR REQUEST: Adjust rock excavation allowance based on observed conditions and ammend price

## DETAILS:

ITEM NO	DESCRIPTION	QTY	MEAS	UNIT PRICE	TOTAL
1	Rock Excvation (Allowance)	(500)	CY	24.50	(12,250.00)
2	Rock Excvation Site Observation (Allowance)	25,000	SY	9.47	236,750.00
TOTAL				<u>224,500.00</u>	

ORIGINAL CONTRACT TOTAL	\$	31,938,845.45
ADD/DELETE C0# <u>1</u> THRU CO# <u>15</u>		<u>\$8,576,466.60</u>
TOTAL THIS CO (CO# <u>16</u> )		<u>\$224,500.00</u>
REVISED CONTRACT AMOUNT THRU CO# <u>13</u>	\$	<u>40,739,812.05</u>

ORIGINAL CONTRACT DAYS	570
ADD/DELETE C0# <u>1</u> THRU CO #12	<u>363</u>
TOTAL DAYS THIS CO (CO# <u>13</u> )	<u>*</u>
REVISED CONTRACT DAYS THRU CO# <u>13</u>	<u>933</u>

This change to the original Contract has been reviewed and approved by the Contractor and the District Engineer and is executed and accepted per the signatures below. The District approves and accept this revision to the Contract

CONTRACTOR: \_\_\_\_\_

Date: 3/14/25

DISTRICT  
ENGINEER:

**Jeb Mulock, PE**

Digitally signed by Jeb Mulock, PE  
DN: C=US, E=jebm@znseng.com, O=ZNS Engineering, CN="Jeb Mulock, PE"  
Reason: I have reviewed this document  
Date: 2025.03.11 06:48:10-04'00'

Date: \_\_\_\_\_

Accepted:

CDD:

Name:

Gary Walker  
**Gary Walker, Chairman**

Date: 3/11/2025

**LAKE FLORES**

**COMMUNITY DEVELOPMENT DISTRICT**

**RATIFICATION**

**ITEMS AVII**



Equal Opportunity Employer

# E.T. MacKenzie Company of Florida, Inc.

One of The MacKenzie Companies

6212 33<sup>rd</sup> Street East  
Bradenton, FL 34203

Phone: (941) 756.6760 Fax: (941) 756.6698  
www.mackenzieco.com



<b>To:</b>	Lake Flores Community Development District	<b>Contact:</b>			
<b>Address:</b>	2300 Glades Road, Suite 410W Boca Raton, FL 33431	<b>Phone:</b>			
		<b>Fax:</b>			
<b>CO Name:</b>	Asphalt Change Order	<b>CO ID:</b>	Asphalt Change Order		
<b>Project Location:</b>	Bradenton, FL	<b>CO Date:</b>	4/28/2023		
<b>Item Description</b>		<b>Estimated Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total Price</b>

## ROADWAY

2" Type SP-12.5 asphalt (First Lift)	-22,545.00	SY	\$19.50	(\$439,627.50)
1" Type SP-12.5 Asphalt (First Lift)	22,545.00	SY	\$10.25	\$231,086.25

**Total Price for above ROADWAY Items:** (\$208,541.25)

**Total Bid Price:** (\$208,541.25)

### Notes:

- TERMS AND CONDITIONS
- See Original Contract for terms and conditions.

<p><b>ACCEPTED:</b></p> <p>The above prices, specifications and conditions are satisfactory and hereby accepted.</p> <p><b>Buyer:</b> <u>Lake Flores CDD</u></p> <p><b>Signature:</b> <u>[Signature]</u></p> <p><b>Date of Acceptance:</b> <u>4-30-2025</u></p>	<p><b>CONFIRMED:</b></p> <p><b>E.T. MacKenzie of Florida, Inc.</b></p> <p><b>Authorized Signature:</b> <u>[Signature]</u></p> <p><b>Estimator:</b> K.C. Coulthart, P.E. 941.756.6760 kc@mackenzieco.com</p> <p><u>Scott Huber</u></p>
---	---

# **LAKE FLORES**

**COMMUNITY DEVELOPMENT DISTRICT**

# **RATIFICATION**

# **ITEMS B**



30435 Commerce Drive Unit 102 • San Antonio, FL 33576 • Phone: 844-347-0702 • Fax: 813-501-1432

Lake Flores Community Development District

Phone: Office: 954.761.2601

Cell: +19548069531

**Print Date:** 2-28-2025

## Proposal for Lake Flores-Seaflower- Lake PAZ bank erosion

Thank you for considering Steadfast for your project needs. We are pleased to present our proposal, which reflects our commitment to delivering high-quality results tailored to your requirements.

Steadfast proposes to furnish all labor, materials, equipment, and supervision necessary to construct, as an independent contractor, the following described work:

Items	Description	Qty/Unit	Unit Price	Price
<b>Install C-350 Erosion Blanket</b>	Install 11,520 Sq Ft of C-350 erosion blanket. 1-2' into water and 4' from top of bank for approximately 11,520SQ FT/1,280 SQ Yds. Area highlighted on map.	1	\$12,250.00	\$12,250.00
<b>Erosion Control Labor</b>	Est Completion 2 Days  Area will be graded and prepped for install before mobilization can commence.			
<b>Aquatic Planting</b>	Install on South side of Lake Paz: 144 4" plug Sand Chord Grass	1	\$2,568.00	\$2,568.00
<b>Wetland Impact Plantings</b>	192 Bare Root Arrowhead 192 Bare Root Pickler weed			

**Total Price: \$14,818.00**

Our team is dedicated to ensuring this project is completed efficiently, safely, and to the highest standard of quality. We look forward to collaborating with you to bring your vision to life.

### Client/Owner Certification and Authorization

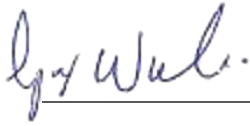
I HEREBY CERTIFY that I am the Client/Owner of record of the property which is the subject of this proposal and hereby authorize the performance of the services as described herein. I agree to pay the charges resulting thereby as identified above.

I warrant and represent that I am authorized to enter into this Agreement as Client/Owner.

**Approval Deadline:** Mar 14, 2025

I confirm that my action here represents my electronic signature and is binding.

**Signature:**

A handwritten signature in blue ink, appearing to read "Gary Walker", is positioned above a horizontal line.

**Date:**

3/6/2025

**Print Name:**

Gary Walker, Chairman

**LAKE FLORES**

**COMMUNITY DEVELOPMENT DISTRICT**

**RATIFICATION**

**ITEMS CI**

**ESTIMATE**

**Agriscapes LLC**  
121 S Orange Ave  
Arcadia, FL 34266-3944

agriscapeflorida@gmail.com  
+1 (941) 685-1581



**Lake Flores Coumunity Development District**

**Bill to**  
Lake Flores Land Company  
8116 Cortez Road West  
bardenton, fl 34210

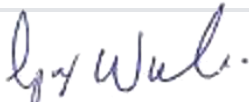
**Ship to**  
Lake Flores Land Company  
8116 Cortez Road West  
bardenton, fl 34210

**Estimate details**  
Estimate no.: 1153  
Estimate date: 02/21/2025

#	Product or service	Description	Qty	Rate	Amount
1.	Bahia	Installation of Bahia Sod. Supply & install 11,520 SF of Bahia Sod on the South end of Lake Paz	11520	\$0.38	\$4,377.60
Total					<b>\$4,377.60</b>

Accepted date 3/6/2025

Accepted by

  
Gary Walker, Chairman



**LAKE FLORES**

**COMMUNITY DEVELOPMENT DISTRICT**

**RATIFICATION**

**ITEMS CII**

## INVOICE

Agriscapes LLC  
121 S Orange Ave  
Arcadia, FL 34266-3944

agriscapeflorida@gmail.com  
+1 (941) 685-1581



### Bill to

Lake Flores Community Development  
District  
8116 Cortez Road West  
bardenton, fl 34210

### Ship to

Lake Flores Community Development  
District  
8116 Cortez Road West  
bardenton, fl 34210

### Shipping info

Ship date: 04/11/2025

### Invoice details

Invoice no.: 5547  
Terms: Due on receipt  
Invoice date: 04/16/2025  
Due date: 05/01/2025

#	Product or service	Description	Qty	Rate	Amount
1.	Bahia	Installation of Bahia Sod p.s.f	59200	\$0.38	\$22,496.00
Total					<b>\$22,496.00</b>

0456-1030-0013  
222/16013  
4.16.25  
leg

**LAKE FLORES**

**COMMUNITY DEVELOPMENT DISTRICT**

**RATIFICATION**

**ITEMS DI**

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



Lake Flores Community Development District	Proposal Number	24043
	Proposal Date	07/25/2024
	Reference	West Mitigation Node Second Annual Monitoring and Report Lake Flores Land Company

Scope of Work

At the request of the Lake Flores Community Development District, Florida Permitting, Inc. (FPI) has prepared a proposal of services and fees to complete the second two semi-annual mitigation area monitoring events and associated report as required by the SWFWMD and USACE permits issued for Phase I of the Lake Flores project. The completed report will be submitted to the above-listed agencies as well as Manatee County per the issued permit conditions. Florida Permitting shall perform the following services:

Pricing

Description	Rate	Qty	Line Total
Early Season Semi-Annual Field Data Collection	\$1,885.00	1	\$1,885.00
<ul style="list-style-type: none"><li>• Inspect previously established transect markers and replace as necessary.</li><li>• Complete a “Semi-Annual” monitoring event as required by the SWFWMD and USACE permits. Each monitoring event will note the percent cover of desirable and undesirable species as well as other types of ground cover found along the transects. Water levels will be measured at each plot.</li><li>• Take a panoramic photograph at the landward edge of each monitoring transect.</li><li>• Read water levels at the two staff gauges installed within the West Mitigation Node.</li><li>• Adjacent upland buffers will also be inspected for their overall condition.</li><li>• On-going maintenance activities will also be reviewed for their effectiveness during each monitoring event.</li></ul>			
Late Season Semi-Annual Field Data Collection	\$1,885.00	1	\$1,885.00
<ul style="list-style-type: none"><li>• Inspect previously established transect markers and replace as necessary.</li><li>• Complete a “Semi-Annual” monitoring event as required by the SWFWMD and USACE permits. Each monitoring event will note the percent cover of desirable and undesirable species as well as other types of ground cover found along the transects. Water levels will be measured at each plot.</li><li>• Take a panoramic photograph at the landward edge of each monitoring transect.</li></ul>			

- Read water levels at the two staff gauges installed within the West Mitigation Node.
- Adjacent upland buffers will also be inspected for their overall condition.
- On-going maintenance activities will also be reviewed for their effectiveness during each monitoring event.

Report Preparation and Submittal	\$2,700.00	1	\$2,700.00
<ul style="list-style-type: none"><li>• Analyze field data from both events and begin preparation of “First Annual” monitoring report for the West Mitigation Node.</li><li>• Prepare a summary report to include all criteria detailed in the SWFWMD and USACE permits for the project.</li><li>• Provide a draft monitoring report to team members for comments.</li><li>• Obtain any required photographs, maps, figures, or other data as necessary.</li><li>• Submit the “First Annual Monitoring Report” for the West Mitigation Node to SWFWMD, Manatee County, and USACE to comply with permit conditions.</li></ul>			
Subtotal			6,470.00
Tax			0.00
Proposal Total (USD)			\$6,470.00

Notes

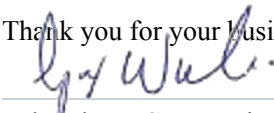
If additional services are required by the client, government agencies, or unexpected site conditions, a separate proposal will be prepared for the additional work.

Terms

AUTHORIZATION TO PROCEED

If you are in agreement with the above services and fees, please sign this proposal. We require a 50% retainer to schedule the project (we accept payments by check and ACH transfer). If you have any questions or need additional information, please call our office.

Thank you for your business.



---

Lake Flores Community Development District

# **LAKE FLORES**

**COMMUNITY DEVELOPMENT DISTRICT**

# **RATIFICATION**

# **ITEMS DII**

**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 23rd day of April 2025, 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-Three Thousand Three Hundred Fifty Dollars (\$33,350.00)** 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 April 1, 2025 and expire on December 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.**

- A.** Contractor agrees to defend, indemnify, and hold harmless the District and its 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*. 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.

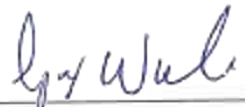
[CONTINUED ON FOLLOWING PAGE]

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

Attest:

**LAKE FLORES  
COMMUNITY COMMUNITY  
DEVELOPMENT DISTRICT**

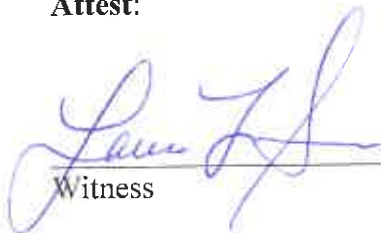
\_\_\_\_\_  
Secretary


  
By: Gary Walker  
Its: Chairman

Date: 4/23/2025

Attest:

**FLORIDA PERMITTING, INC., a  
Florida corporation**

  
Witness

  
By: John McKenna  
Its: Vice President

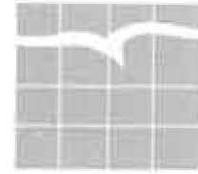
Date: 4/15/25

**Composite Exhibit A - Scope of Services and Maintenance Map**



## Composite Exhibit A

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



Lake Flores Community Development District

Proposal Number 25010

Proposal Date 04/03/2025

Reference West Mitigation Node  
Annual Maintenance  
Lake Flores Land  
Company Manatee  
County Florida

### Scope of Work

At your request, we prepared a proposal of services and fees to perform ongoing wetland mitigation area maintenance for the West Mitigation Node constructed at the Lake Flores project site. Florida Permitting, Inc. (FPI) will complete a total of nine (9) maintenance events at the site between April 1, 2025, and Dec. 31, 2025. Our scope of services and compensation is provided below:

### Pricing

Description	Rate	Qty	Line Total
<b>Wetlands Maintenance</b> Task 1.0, Regular Wetland Maintenance 1.1 Perform a general site inspection to identify any areas of concern within the wetlands or adjacent buffer areas. 1.2 Conduct a total of 9 wetland maintenance events which will primarily target species such as prairie willow ( <i>Humulus</i> spp.), cattails ( <i>Typha</i> spp.), torpedo grass ( <i>Panicum repens</i> ), and carolina willow ( <i>Salix caroliniana</i> ), as well as any other nuisance/exotic species found in the wetlands. 1.3 Conduct a total of 9 upland buffer maintenance events which will primarily target species such as prairie willow ( <i>Humulus</i> spp.), sand spurt ( <i>Cenchrus</i> spp.), torpedo grass ( <i>Panicum repens</i> ), and johnson grass ( <i>Sorghum halepense</i> ), as well as any other nuisance/exotic species found in the uplands. 1.4 This service does not include treatment of submerged weeds or fast growing species such as duckweed ( <i>Lemna</i> spp.), watermeal ( <i>Wolffia</i> spp.), or algae. 1.5 Vegetation will be treated with aquatic herbicides and left to break down in place naturally.	\$3,480.00	9	\$31,320.00
<b>Additional Wetland Maintenance Activities</b> Task 2.0, Additional Wetland Maintenance Activities 2.1 Coordinate Additional Mowing and Weeding events with project manager. 2.2 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. 2.3 Weeding will generally follow mow events and will start from the upland edges of the WMN and western perimeter. Weeding will also be performed along walking trail as necessary, both around the WMN and in the upland conservation area.	\$2,030.00	1	\$2,030.00

Mingus Area West Perimeter Mowing ..... \$730.00/Event  
 Mingus Area West Perimeter Weeding ..... \$1,300.00/Event

Subtotal 33,350.00

Tax 0.00

Proposal Total (USD) \$33,350.00

#### Notes:

If additional maintenance events are necessary, they will be completed at the per event rate listed above. 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. If you have any questions or need additional information, please call our office.

Thank you for your business.

Lake Flores Community Development District

PROPOSED TREATED BUTTER  
 MIN IN = 20' AVERAGE = 400' (MIN. IN RAY)  
 CUMULATIVE FEET ON CIRCULAR BUTTER = 5000  
 AREA OF BUTTER = 29,415 SQ  
 AVERAGE BUTTER WIDTH = 10'

Item	Quantity	Unit	Price	Total
1.0000	1.0000	1.0000	1.0000	1.0000
2.0000	2.0000	2.0000	2.0000	2.0000
3.0000	3.0000	3.0000	3.0000	3.0000
4.0000	4.0000	4.0000	4.0000	4.0000
5.0000	5.0000	5.0000	5.0000	5.0000
6.0000	6.0000	6.0000	6.0000	6.0000
7.0000	7.0000	7.0000	7.0000	7.0000
8.0000	8.0000	8.0000	8.0000	8.0000
9.0000	9.0000	9.0000	9.0000	9.0000
10.0000	10.0000	10.0000	10.0000	10.0000

**NOTES**

1. SEE PLAN FOR LOCATION OF TREATMENT AREAS.
2. SEE PLAN FOR LOCATION OF TREATMENT AREAS.
3. SEE PLAN FOR LOCATION OF TREATMENT AREAS.
4. SEE PLAN FOR LOCATION OF TREATMENT AREAS.
5. SEE PLAN FOR LOCATION OF TREATMENT AREAS.
6. SEE PLAN FOR LOCATION OF TREATMENT AREAS.
7. SEE PLAN FOR LOCATION OF TREATMENT AREAS.
8. SEE PLAN FOR LOCATION OF TREATMENT AREAS.
9. SEE PLAN FOR LOCATION OF TREATMENT AREAS.
10. SEE PLAN FOR LOCATION OF TREATMENT AREAS.

**CPC**

1. SEE PLAN FOR LOCATION OF TREATMENT AREAS.

2. SEE PLAN FOR LOCATION OF TREATMENT AREAS.

3. SEE PLAN FOR LOCATION OF TREATMENT AREAS.

4. SEE PLAN FOR LOCATION OF TREATMENT AREAS.

5. SEE PLAN FOR LOCATION OF TREATMENT AREAS.

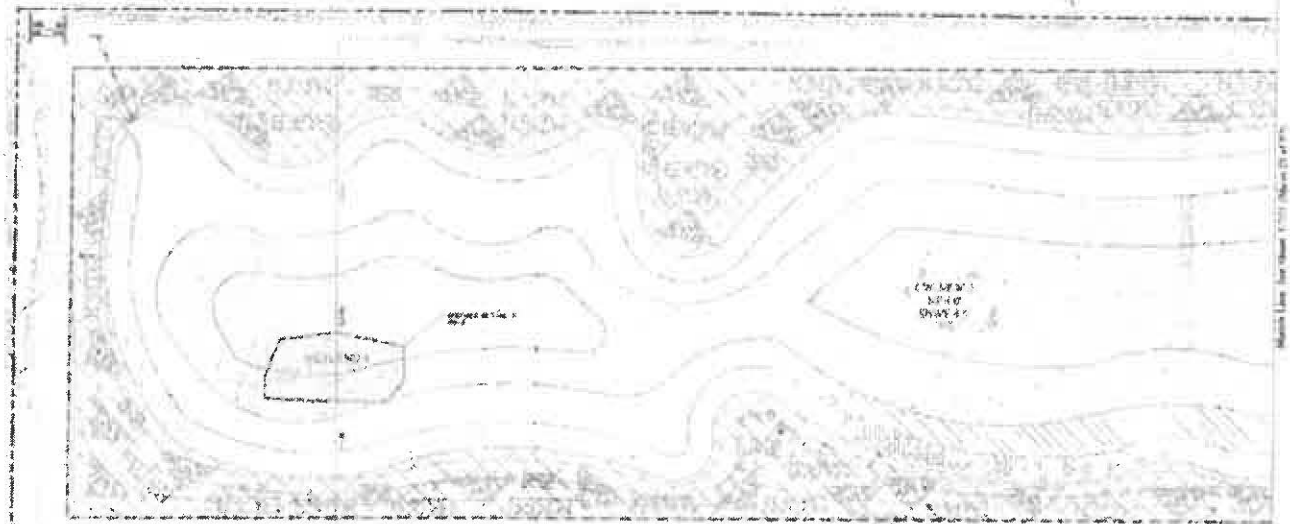
6. SEE PLAN FOR LOCATION OF TREATMENT AREAS.

7. SEE PLAN FOR LOCATION OF TREATMENT AREAS.

8. SEE PLAN FOR LOCATION OF TREATMENT AREAS.

9. SEE PLAN FOR LOCATION OF TREATMENT AREAS.

10. SEE PLAN FOR LOCATION OF TREATMENT AREAS.



**Legend**

1. SEE PLAN FOR LOCATION OF TREATMENT AREAS.

2. SEE PLAN FOR LOCATION OF TREATMENT AREAS.

3. SEE PLAN FOR LOCATION OF TREATMENT AREAS.

4. SEE PLAN FOR LOCATION OF TREATMENT AREAS.

5. SEE PLAN FOR LOCATION OF TREATMENT AREAS.

6. SEE PLAN FOR LOCATION OF TREATMENT AREAS.

7. SEE PLAN FOR LOCATION OF TREATMENT AREAS.

8. SEE PLAN FOR LOCATION OF TREATMENT AREAS.

9. SEE PLAN FOR LOCATION OF TREATMENT AREAS.

10. SEE PLAN FOR LOCATION OF TREATMENT AREAS.

**Scale**

1" = 100'

1" = 100'

1" = 100'

1" = 100'

1" = 100'

1" = 100'

1" = 100'

1" = 100'

1" = 100'

1" = 100'

**LEGEND**

**Treatment Areas**

**TRAIL SECTION**

1. SEE PLAN FOR LOCATION OF TREATMENT AREAS.

2. SEE PLAN FOR LOCATION OF TREATMENT AREAS.

3. SEE PLAN FOR LOCATION OF TREATMENT AREAS.

4. SEE PLAN FOR LOCATION OF TREATMENT AREAS.

5. SEE PLAN FOR LOCATION OF TREATMENT AREAS.

6. SEE PLAN FOR LOCATION OF TREATMENT AREAS.

7. SEE PLAN FOR LOCATION OF TREATMENT AREAS.

8. SEE PLAN FOR LOCATION OF TREATMENT AREAS.

9. SEE PLAN FOR LOCATION OF TREATMENT AREAS.

10. SEE PLAN FOR LOCATION OF TREATMENT AREAS.



**Lake Flores**

**West Mitigation Node**

**Planting Plan**

Sheet 15 of 17

1" = 100'

1" = 100'

1" = 100'

1" = 100'

1" = 100'

1" = 100'

1" = 100'

1" = 100'

1" = 100'

1" = 100'

# **LAKE FLORES**

**COMMUNITY DEVELOPMENT DISTRICT**

# **RATIFICATION ITEMS E**

## ESTIMATE

**Burkholders Excavating INC**  
2295 Lakewood Ranch Blvd  
Sarasota, FL 34240

burkholdersexcavating@gmail.com  
+1 (941) 735-2186



### Bill to

Lake Flores Community Development  
District  
Lake Flores Community Development  
District

### Ship to

Lake Flores Community Development  
District  
Lake Flores Community Development  
District

### Estimate details

Estimate no.: 1199

Estimate date: 12/04/2024

#	Date	Product or service	Description	Qty	Rate	Amount
1.	12/04/2024	Dozer/hourly	Repair lake bank washouts Lake Paz	30	\$200.00	\$6,000.00
2.	12/04/2024	Excavator/hourly 320	Use excavator to pull up washouts caused by Hurricane damage	25	\$185.00	\$4,625.00
3.	12/04/2024	Skidsteer/hourly	Final grade washouts caused by hurricane damage	20	\$175.00	\$3,500.00
4.	12/04/2024	Loader/ hourly	Transfer materials on site	8	\$200.00	\$1,600.00
5.	12/04/2024	On site hauling	Haul away dirt/debris, on site (hourly) Tri-axle on road dump truck	10	\$130.00	\$1,300.00

**Total**

**\$17,025.00**

Accepted date

2.18.2025

Accepted by

*[Signature]*

*Approved*  
*2.18.25*  
*[Signature]*

**LAKE FLORES**

**COMMUNITY DEVELOPMENT DISTRICT**

**RATIFICATION**

**ITEMS F**

**AGREEMENT FOR INSTALLATION OF RETAINING WALL AND RELATED  
IMPROVEMENTS BETWEEN THE LAKE FLORES COMMUNITY DEVELOPMENT  
DISTRICT AND PERMACAST LLC**

THIS AGREEMENT (“Agreement”) is made and entered into this 19 day of May, 2025, 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 Manatee County, Florida, and whose mailing address is 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (“District”); and

**Permacast LLC** with a mailing address of 6015 21<sup>st</sup> Street E., Bradenton, Florida, 34203 (“Contractor”, together with District “Parties”).

**RECITALS**

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

**WHEREAS**, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

**WHEREAS**, the District has a need to retain an independent contractor to install various retaining wall and related improvements within areas located within the District, as set forth in **Exhibit A**, including, without limitation, all materials and labor (“Work”); and

**WHEREAS**, Contractor submitted the proposal attached hereto as **Exhibit A** and represents that it is qualified to serve as a contractor and has agreed to perform the Work for the District; 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:

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

**SECTION 2. DUTIES.** District agrees to use Contractor to provide the Work in accordance with the terms of this Agreement. The duties, obligations, and responsibilities of the Contractor are described in **Exhibit A** hereto.

- A. Contractor shall provide the installation services, as described in **Exhibit A**. The Work shall include any effort specifically required by this Agreement and **Exhibit A** reasonably necessary to allow the District to receive the maximum benefit of all of the Work and items described herein and demonstrated in **Exhibit A**, including but not limited to, the repair, construction, installation, and all materials reasonably necessary. To the extent any of the provisions of this Agreement are in conflict with the provisions of **Exhibit A**, this Agreement controls.
- B. Work shall commence upon execution of this Agreement and be completed within in accordance with Exhibit A of this Agreement, unless extended in writing by the District in its sole discretion or terminated earlier in accordance with Section 13 herein. \* Schedule is dependent upon permit issuance, pre-con walk, acceptance of site readiness by Permacast and availability of Permacast schedule and crew.
- C. This Agreement grants to Contractor the right to enter the lands that are subject to this Agreement, for those purposes described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, and regulations.
- D. Contractor shall perform all Work in a neat and workmanlike manner. In the event the District in its sole determination, finds that the work of Contractor is not satisfactory to District, District shall have the right to immediately terminate this Agreement and will only be responsible for payment of work satisfactorily completed and for materials actually incorporated into the Work.
- E. Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District. While providing the Work, the Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Work.
- F. Contractor shall report directly to the District Manager. 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.
- G. Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Agreement. At completion of the Work, the Contractor shall remove from the site waste materials, rubbish, tools, construction equipment, machinery and surplus materials. If the Contractor fails to clean up as provided herein, the District may do so and the cost thereof shall be charged to the Contractor. \* See Permacast Scope, item #12, regarding provision of a dumpster

### **SECTION 3. COMPENSATION, PAYMENT, AND RETAINAGE.**

- A. The District shall pay Contractor Four Hundred Fifty Thousand Nine Hundred Fifty Dollars (\$450,950.00) for the Work as identified in **Exhibit A** attached hereto and incorporated herein by reference. Contractor shall invoice the District for the Work



pursuant to the terms of Exhibit A to this Agreement. The District shall provide payment within forty-five (45) days of receipt of invoices. Such amounts include all materials and labor provided for in **Exhibit A** and all items, labor, materials, or otherwise, to provide the District the maximum benefits of the Work.

- B.** If the District should desire additional work or services, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the Parties shall agree in writing to an addendum, addenda, or change order(s) to this Agreement. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the parties and agreed to in writing.
- C.** The District may require, as a condition precedent to making any payment to the Contractor, that all subcontractors, material men, suppliers or laborers be paid and require evidence, in the form of lien releases or partial waivers of lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

**SECTION 4. WARRANTY.** The Contractor warrants to the District that all materials furnished under this Agreement shall be new, and that all services and materials shall be of good quality, free from faults and defects, and will conform to the standards and practices for projects of similar design and complexity in an expeditious and economical manner consistent with the best interest of the District. Contractor shall replace or repair warranted items, if any, to the District's satisfaction and in the District's discretion. Neither final acceptance of the Work, nor final payment therefore, nor any provision of the Agreement shall relieve Contractor of responsibility for defective or deficient materials or Work. If any of the materials or Work are found to be defective, deficient or not in accordance with the Agreement, Contractor shall correct, remove and replace it promptly after receipt of a written notice from the District and correct and pay for any other damage resulting therefrom to District property or the property of landowners within the District. \* [Permacast's warranty is for a period of one \(1\) year from completion.](#)

**SECTION 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 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 coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.
- C. If the Contractor fails to have secured and maintained the required insurance, the District has the right but not the obligation 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.

## **SECTION 6. INDEMNIFICATION.**

- A. Contractor agrees to defend, indemnify, and hold harmless the District and its 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.

**SECTION 7. LIMITATIONS ON GOVERNMENTAL LIABILITY.** 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 statute, 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.

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

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

**SECTION 10. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

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

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

**SECTION 13. TERMINATION.** The District agrees that the Contractor may terminate this Agreement with cause by providing thirty (30) days' written notice of termination to the District stating a failure of the District to perform according to the terms of this Agreement; 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.

**SECTION 14. PERMITS AND LICENSES.** All permits and licenses required by any governmental agency directly for the District shall be obtained and paid for by the District. All other permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor. \* [Permit fees to be paid at cost via change order.](#)

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

**SECTION 16. INDEPENDENT CONTRACTOR STATUS.** In all matters relating to this Agreement, the Contractor shall be acting as an independent contractor. Neither the Contractor nor employees of the Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

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

**SECTION 18. ENFORCEMENT OF AGREEMENT.** In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the 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.

**SECTION 19. AGREEMENT.** This instrument shall constitute the final and complete expression of this Agreement between the Parties relating to the subject matter of this Agreement.

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

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

**SECTION 22. NOTICES.** All notices, requests, consents and other communications under this Agreement ("Notice" or "Notices") shall be in writing and shall be hand delivered, mailed by First Class Mail, postage prepaid, or sent by overnight delivery service, to the Parties, at the addresses noted above. 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 Notices 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 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 in this Agreement.

**SECTION 23. THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the Parties hereto 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 Parties hereto 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 Parties hereto and their respective representatives, successors, and assigns.

**SECTION 24. 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. All actions and disputes shall be brought in the proper court and venue, which shall be Manatee County, Florida.

**SECTION 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 **Wrathell Hunt & Associates** ("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 DAPHNE GILLYARD, 2300 GLADES ROAD SUITE 410W, FLORIDA 33431, 1-877-276-0889, [GILLYARD@WHHASSOCIATES.COM](mailto:GILLYARD@WHHASSOCIATES.COM)**

**SECTION 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.

**SECTION 27. ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the Parties as an arm's length transaction. The Parties 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.

**SECTION 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. Additionally, the Parties acknowledge and agree that the Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, “electronic signature” shall include faxed versions of an original signature, electronically scanned and transmitted versions (e.g. via PDF) of an original signature, or signatures created in a digital format.

**SECTION 29. E-VERIFY.** The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, 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 448.09(1), *Florida Statutes*. 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.

**SECTION 30. COMPLIANCE WITH SECTION 20.055, FLORIDA STATUTES.** The Contractor agrees to comply with Section 20.055(5), *Florida Statutes*, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), *Florida Statutes*.

**SECTION 31. STATEMENT REGARDING CHAPTER 287 REQUIREMENTS.** Contractor acknowledges that, in addition to all Laws and Regulations that apply to this Agreement, the following provisions of Florida law (“Public Integrity Laws”) apply to this Agreement:

- A. Section 287.133, *Florida Statutes*, titled *Public entity crime; denial or revocation of the right to transact business with public entities*;
- B. Section 287.134, *Florida Statutes*, titled *Discrimination; denial or revocation of the right to transact business with public entities*;
- C. Section 287.135, *Florida Statutes*, titled *Prohibition against contracting with scrutinized companies*;
- D. Section 287.137, *Florida Statutes*, titled *Antitrust violations; denial or revocation of the right to transact business with public entities; denial of economic benefits*; and
- E. Section 287.138, *Florida Statutes*, titled *Contracting with entities of foreign countries of concern prohibited*.

Contractor acknowledges that the Public Integrity Laws prohibit entities that meet certain criteria from bidding on or entering into or renewing a contract with governmental entities, including with the District (“Prohibited Criteria”).

Contractor acknowledges that the District may terminate this Agreement if the Contractor is found to have met the Prohibited Criteria or violated the Public Integrity Laws.

Contractor certifies that in entering into this Agreement, neither it nor any of its officers,


directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, meets any of the Prohibited Criteria, and in the event such status changes, Contractor shall immediately notify the District. By entering into this Agreement, Contractor agrees that any renewal or extension of this Contract shall be deemed a recertification of such status.

**SECTION 32. ANTI-HUMAN TRAFFICKING STATEMENT.** The Contractor does not use coercion for labor or services as defined in Section 787.06, *Florida Statutes*, and the Contractor has complied, and agrees to comply, with the provisions of Section 787.06, *Florida Statutes*.




**IN WITNESS WHEREOF**, the parties hereto have signed this Agreement on the day and year first written above.

**LAKE FLORES COMMUNITY  
DEVELOPMENT DISTRICT**

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

**PERMACAST LLC**

  
\_\_\_\_\_  
By: Shannon Rhew  
Its: Contract Coordinator  
5-15-2025

**Exhibit A:** Scope of Work

# EXHIBIT A



**We invite you to visit our plant and experience the production process of our precast concrete walls firsthand, gaining valuable insight into our manufacturing and quality control practices. Contact us for details or to schedule an appointment.**

**State License #: CBC 1256823**

Project Name: Seaflower Revised  
Project #: 7232

Proposal Number: 00004561  
Quote Date: 2025-04-28 16:01:11  
Expiration Date: 2025-10-28

#### Permacast, LLC Contact Information

Primary Contact: James Skattebo  
Email: james@permacastwalls.com  
Mobile: +1 9414152513

Contract Coordinator: Shannon Rhew  
Email: shannon@permacastwalls.com  
Phone: 888.977.9255  
Mobile: 270.339.0593

#### Main Contact and Job Site Address

Contact Name: Dave Brasher  
Email: dbrasher@lakefloresland.com  
Mobile: 954.806.9531

Job Site City: Bradenton  
Job Site State: FL

#### Billing Information

Bill To: Lake Flores CDD  
2300 Glades Road, Suite 410W  
Boca Raton, FL 33431

#### Project Line Items

Product Name	Description	Qty	Sales Price	Total Price
RW - 1.0 - Custom	Furnish & Install Precast Concrete Retaining Wall - 500' of 6.5'H RW to retain 5.5', 560' of 5.5'H RW to retain 4.5', 740' of 5'H RW to retain 4', and 180' of 4.5'H RW to retain 3.5'. <b>Paint not included.</b>	1980.0	\$227.50	\$450,450.00
Engineering Fee	Engineered Shop Drawings required for local building dept. permit approval	1.0	INCLUDED	INCLUDED
Permit Running Fee	Incurred costs of obtaining permit. <b>Permit fees to be paid "At Cost" via change order.</b>	1.0	\$500.00	\$500.00
Material Production Deposit	Material Production Deposit of 33% due prior to material fabrication, <b>invoiced upon contract execution.</b>	1.0	<b>invoiced upon contract execution.</b>	<b>invoiced upon contract execution.</b>
<b>We guarantee to beat any competitor's price. Conditions apply. Excludes pricing from affiliated companies.</b>			<b>Quote Total</b>	<b>\$450,950.00</b>



Per LF base price is based on:

Wind Load	Exposure
140	D

**Should the actual wind or exposure rating be determined or required higher than estimated, buyer is responsible for all associated cost differences.**

## Permacast Scope of Services

This Permacast Scope of Services ("Scope") to that certain Subcontract Agreement ("Subcontract Agreement") dated as of 2025-04-28 by and between Lake Flores Land Company ("Buyer") and Permacast, LLC ("Permacast") provides the terms and conditions that apply to that certain Proposal 00004561 by and between Permacast and the Buyer and is effective as of {{Date00004561 ("Effective Date")}}.

1. Acceptance of this Proposal confirms that Permacast's Scope of Services is incorporated into the Final Agreement and takes precedence over conflicting terms.
2. No Line Item can be changed or removed without a mutually agreed Change Order. Cancellations incur a 50% termination fee. Any required modifications due to site conditions will result in additional charges.
3. Permacast is not responsible for site preparation. Buyer must set stakes every 50 LF, mark bottom of wall elevations, and ensure minimum 25' clear, stable access to all wall locations the entire length of wall suitable for semi and concrete truck traffic required for install.
4. Standard machinery includes Telehandler and Skid Steer only. Heavy equipment, concrete pumping, or traffic control is not included and will be charged separately.
5. Buyer must remove all trees, roots, underground utilities, and obstructions along the wall line. Permacast is not liable for unmarked damage.
6. Foundation Sleeving or rock excavation is not included. If required due to poor soil or groundwater, additional fees apply. Dewatering is Buyer's responsibility.
7. Drainage materials like geo fabric, rock, or sand are not included. Buyer ensures soil compaction meets 2,000 p.s.f. and 95% compaction requirements.
8. Proposal includes one mobilization for installation and one for painting. Additional mobilizations cost may apply.
9. Engineering fees cover base design only. Any required revisions or additional work will be an extra charge.
10. Surface imperfections like bug holes, minor cracks, and color variations are acceptable per industry standards. Buyer understands that precast concrete is not an architectural finish product.
11. Expansion joints between wall components will not be filled unless explicitly agreed upon.
12. Buyer must provide a concrete dumpster before mobilization. Any excess debris left on-site is Buyer's responsibility.
13. Retainage must be paid within 30 days of project completion.
14. Buyer is responsible for all additional costs resulting from unexpected site conditions, such as hand-digging, drilling, or obstruction removal.
15. Painting crew requires 5 feet of clear space (walls 10'H and under) or 15 feet (walls over 10'H). Overspray on surrounding vegetation is acceptable.
16. If Buyer declines painting, natural concrete may have patches, discoloration, and handling marks.
17. Site delays, remobilization, and downtime caused by Buyer or others will result in extra costs.
18. Permacast may photograph the project for marketing purposes unless Buyer revokes permission in writing.
19. Final walkthrough required. Any issues must be noted at completion, or additional fees apply for remobilization.
20. Permacast is not liable for delays caused by Force Majeure events (e.g., weather, government actions, material shortages, labor strikes, etc.).
21. Buyer indemnifies Permacast against damages, fines, and legal claims resulting from Buyer's negligence or contract violations.
22. Permacast is not liable for indirect, incidental, or consequential damages. Liability is limited to the fees paid by Buyer.
23. Any additional fees (e.g., safety training, background checks, taxes, bonds, job site access fees) will be billed via Change Order.
24. Standard warranty is one (1) year. Warranty claims will be addressed within 72 hours, with corrective action scheduled as needed.
25. Buyer and Permacast are independent contractors; neither is responsible for the other's employees or obligations.

### Terms:

- **A Material Production Deposit is due upon execution of the scope. 33% for standard material or 50% for custom material.**
- Progress payments for delivered material and installed Wall due on invoice.
- Balance due on completion of the Project.
  - NOTE : Buyer recognizes that the construction industry is currently experiencing price and availability volatility with regard to the materials and freight costs. Because of market fluctuations, material and freight costs are subject to sudden and significant changes and firm prices cannot be obtained from suppliers. Therefore, if there is an increase in the actual cost of the products or freight charged to Permacast subsequent to the Effective Date, Permacast may increase the cost of the Proposal without the need for a written Change Order or amendment to the Agreement. Buyer agrees to such price increase.
  - An interest rate of 3% per month, prorated, will be applied to past due amounts.

IN WITNESS WHEREOF, the parties hereto have executed this Scope as of the Effective Date.

Permacast, LLC

Buyer

By: Shannon Rhew

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

Name: Shannon Rhew

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

Title: Contract Coordinator

Title: \_\_\_\_\_

Date: 5-7-2025

Date: \_\_\_\_\_

# **LAKE FLORES**

**COMMUNITY DEVELOPMENT DISTRICT**

# **RATIFICATION**

# **ITEMS G**

**Proposal Prepared for:**

Lake Flores Community Development  
District  
8116 Cortez Rd West  
Bradenton , Florida 34210  
Contact: Lake Flores Community  
Development District Care of Weather,  
Hunt & Associates  
Email:

**Prepared by:**

Alex Gonzalez  
Email:  
agonzalez@sunriselandscape.com  
Proposal Date: 3/4/2025  
Proposal #: 21108

## Lake Flores Pond Mowing

### Lake Flores Pond Mowing

Mow 4 ponds & 2 strips

**Proposal Pricing is valid for 30 days from the proposal date.**

---

**PROJECT TOTAL:      \$1,985.00**

### **Terms and Conditions:**

1. **Services:** For any Additional Work, terms and pricing must be proposed in a change order with such change order executed by both parties. Any such change order will become a part of this Agreement, with the executed change order controlling to the extent of any conflict between such executed change order and this Agreement.
2. **Terms:** Association/Owner shall pay any invoice within thirty (30) days following receipt thereof, and hereby agrees to pay interest at a rate equal to the lesser of 1.5% per month or the highest legal rate on all accounts not received within 45 days of invoice date. Further, the Association/Owner shall be responsible for any collection costs incurred by the Contractor in the collection of sums past due under this Agreement, including attorneys' fees and costs incurred. Without prejudice to the Contractor's other rights and remedies, the Contractor may halt any further work and services if the Association/Owner has failed to pay sums due hereunder.
3. **Insurance:** Contractor will maintain adequate general liability insurance, broad form contractual liability insurance, and worker's compensation to meet its legal requirements throughout the term of this Agreement. The contractor shall furnish a Certificate of Insurance describing coverage in effect and naming the Association/Owner as an additional insured on any general liability insurance. Association/Owner shall maintain its own liability insurance providing coverage for bodily injury, death, and property damage to any invitee of the Property, and property damage insurance against fire, vandalism, and other perils covering the value of the Property.
4. **Property Damage:** Association/Owner is responsible for notifying the Contractor of any underground utilities or irrigation systems and other Property conditions. The Contractor is not responsible for any damage, including irrigation components, cable lines, power lines, etc. that may occur in the installation process without prior knowledge of location or whereabouts. The Contractor is not responsible for the condition of the landscape due to drought, freeze, or storm damage. In the event of any damage, Association/Owner and administrative representative of the Contractor must allow forty-eight (48) hours for the Contractor to inspect said damage, and the Contractor shall establish the cause at its reasonable discretion. If the damage was caused by the negligence of the Contractor, the Contractor may, at its option, either repair or pay for the repair of any such damage, but only to the extent caused by the Contractor's negligence. The cost of the repairs performed by others that have been accepted by the Contractor shall be billed to the Contractor directly and will not be deducted from sums owed to the Contractor by the Owner.
5. **Limitation of Liability:** The contractor assumes no liability for damages caused by conditions beyond the Contractor's control. The Contractor shall have no liability for any defects in materials provided by others and shall have no liability for any damages of any kind beyond ninety (90) days following the completion of any Services or Additional Work (as applicable). IN NO EVENT SHALL THE CONTRACTOR OR ITS SUBSIDIARIES, AFFILIATES, SHAREHOLDERS, DIRECTORS, OFFICERS, AGENTS, SERVANTS, SUBCONTRACTORS, OR EMPLOYEES BE LIABLE UNDER THIS AGREEMENT FOR INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, STATUTORY, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF TIME, SHUTDOWN OR SLOWDOWN COSTS, LOSS OF BUSINESS OPPORTUNITIES, DAMAGE TO GOODWILL OR REPUTATION, OR OTHER ECONOMIC LOSS, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN.
6. **Catastrophic or Natural Events:** Work schedules may be interrupted by weather conditions to the point that scheduled activities, i.e., planting, pruning, edging, etc., may be temporarily halted, with no liability to the Contractor. Acceptable horticultural practices call for minimal pruning of freeze-damaged material until the threat of future freezes has passed. Special clean-ups and/or pruning due to storms, freezes, human-initiated events by other than the Contractor, or other Acts of God are not included and will require extra charge based on time, material, and disposal fees as per the fee and costs lists included herein. If a catastrophic or manmade event were to occur and all or part of the property become un-maintainable as this Agreement outlines, all services for the Association/Owner and the appropriate compensation to the Contractor (as determined by the Contractor in good faith) will be suspended until



such time they can be resumed. If only part of the property were damaged, the contract payments and services provided would be prorated accordingly by the Contractor in good faith. Work schedules may also be halted or interrupted as a result of government orders or recommendations, including, without any limitation, government orders and recommendations related to the COVID-19 pandemic, all without liability to the Contractor.

7. Severability and Waiver: If any section, subsection, sentence, clause, phrase, or word of this Contract be and is, for any other reason held or declared by a court of competent jurisdiction to be inoperative or void, such holdings shall not affect the remaining portions of this agreement. It shall be construed to have been the intent of the parties hereto to have agreed without such inoperative or invalid part being contained herein so that the remainder of this contract, after exclusion of such inoperative or invalid part, shall be deemed and held to be as valid as if such excluded part had never been included herein. The failure of either party hereto to insist, in any one or more instances, upon the performance of any of the terms, covenants, or conditions of this agreement, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such terms, covenant, condition or right as respects further performance. Any provision of this Agreement which by its terms survives termination of this Agreement (for example, without limitation, Sections 6 and 11), shall so survive.
8. Amendments: No change, modification, amendment, or addition of or to this Agreement shall be valid unless in writing and signed by authorized representatives of both parties.
9. Choice of Law and Forum; Attorney's Fees: The parties hereby agree that this Agreement, the construction of its terms, and the determination of the rights and duties of the parties hereto shall be governed by and construed in accordance with the laws of the State of Florida and that any action or suit arising out of or relating to this Agreement will be brought solely in any state or federal court located in Hillsborough County, Florida. Both parties hereby submit to the exclusive jurisdiction and venue of any such court. In any such action or suit, in addition to any other relief awarded, the prevailing party shall be entitled to collect from the losing party, the prevailing party's reasonable attorney's fees and costs. THE PARTIES FURTHER AGREE, TO THE EXTENT PERMITTED BY APPLICABLE LAW, TO WAIVE ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY CLAIM, COUNTERCLAIM, OR ACTION ARISING FROM THE TERMS OF THIS AGREEMENT.
10. Liens: Association/Owner's failure to timely pay the amounts due Contractor under this Agreement may result in a claim of lien against the Property under Chapter 713, Florida Statutes

By



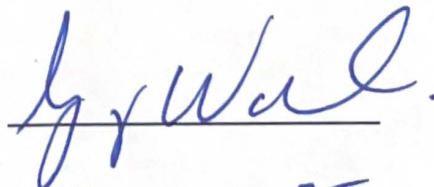
**Alex Gonzalez**

Date

3/4/2025

**Sunrise Landscape**

By



Date

3.31.2025

**Lake Flores Community  
Development District**

**LAKE FLORES**

**COMMUNITY DEVELOPMENT DISTRICT**

**RATIFICATION**

**ITEMS H**





FPL Account Number: 44001-86500

FPL Work Request Number: \_\_\_\_\_

## LED LIGHTING AGREEMENT

In accordance with the following terms and conditions, Lake Flores Community Development District (hereinafter called the Customer), requests on this 6 day of March, 2025, from FLORIDA POWER & LIGHT COMPANY (hereinafter called FPL), a corporation organized and existing under the laws of the State of Florida, the following installation or modification of lighting facilities at (general boundaries) 8116 Cortez Rd West, located in Bradenton, Florida.

- (a) Installation and/or removal of FPL-owned facilities described as follows:

Fixture Description (1)	Watts	Lumens	Color Temperature	# Installed	# Removed
Roadway	59	7500	3000k	30	
Roadway	93	12,000	3000k	4	
Roadway	127	17,000	3000k	6	
Roadway	160	20,000	3000k	2	

- (1) Catalog of available fixtures and the assigned billing tier for each can be viewed at [www.fpl.com/led](http://www.fpl.com/led)

Pole Description	# Installed	# Removed
Standard Concrete 30' (22'6"MH) 8' Bracket	40	

- (b) Installation and/or removal of FPL-owned additional lighting facilities where a cost estimate for these facilities will be determined based on the job scope, and the Additional Lighting Charges factor applied to determine the monthly rate.
- (c) Modification to existing facilities other than described above or additional notes (explain fully): FPL to install fixtures and poles based on above equipment description. 160w, 20,000 lumen fixture to utilize 12' bracket. FPL to supply all underground conduit and HH for customer to install. FPL to set all poles, mount fixtures and pull wire. FPL to energize system. Restoration of sod or landscaping not included.

That, for and in consideration of the covenants set forth herein, the parties hereto covenant and agree as follows:

**FPL AGREES:**

1. To install or modify the lighting facilities described and identified above (hereinafter called the Lighting System), furnish to the Customer the electric energy necessary for the operation of the Lighting System, and furnish such other services as are specified in this Agreement, all in accordance with the terms of FPL's currently effective lighting rate schedule on file at the Florida Public Service Commission (FPSC) or any successive lighting rate schedule approved by the FPSC.

**THE CUSTOMER AGREES:**

2. To pay a monthly fee for fixtures and poles in accordance to the Lighting tariff, and additional lighting charge in the amount of \$849.32. These charges may be adjusted subject to review and approval by the FPSC.
3. To pay Contribution in Aid of Construction (CIAC) in the amount of \$0.00 prior to FPL's initiating the requested installation or modification.
4. To pay the monthly maintenance and energy charges in accordance to the Lighting tariff. These charges may be adjusted subject to review and approval by the FPSC.
5. To purchase from FPL all the electric energy used for the operation of the Lighting System.
6. To be responsible for paying, when due, all bills rendered by FPL pursuant to FPL's currently effective lighting rate schedule on file at the FPSC or any successive lighting rate schedule approved by the FPSC, for facilities and service provided in accordance with this agreement.
7. To provide access, suitable construction drawings showing the location of existing and proposed structures, and appropriate plats necessary for planning the design and completing the construction of FPL facilities associated with the Lighting System.
8. To have sole responsibility to ensure lighting, poles, luminaires and fixtures are in compliance with any applicable municipal or county ordinances governing the size, wattage, lumens or general aesthetics.
9. For new FPL-owned lighting systems, to provide final grading to specifications, perform any clearing if needed, compacting, removal of stumps or other obstructions that conflict with construction, identification of all non-FPL underground facilities within or near pole or trench locations, drainage of rights-of-way or good and sufficient easements required by FPL to accommodate the lighting facilities.
10. For FPL-owned fixtures on customer-owned systems:
  - a. To perform repairs or correct code violations on their existing lighting infrastructure. Notification to FPL is required once site is ready.
  - b. To repair or replace their electrical infrastructure in order to provide service to the Lighting System for daily operations or in a catastrophic event.
  - c. In the event the light is not operating correctly, Customer agrees to check voltage at the service point feeding the lighting circuit prior to submitting the request for FPL to repair the fixture.

**IT IS MUTUALLY AGREED THAT:**

11. Modifications to the facilities provided by FPL under this agreement, other than for maintenance, may only be made through the execution of an additional lighting agreement delineating the modifications to be accomplished. Modification of FPL lighting facilities is defined as the following:
  - a. the addition of lighting facilities;
  - b. the removal of lighting facilities; and
  - c. the removal of lighting facilities and the replacement of such facilities with new facilities and/or additional facilities.

Modifications will be subject to the costs identified in FPL's currently effective lighting rate schedule on file at the FPSC, or any successive schedule approved by the FPSC.

12. FPL will, at the request of the Customer, relocate the lighting facilities covered by this agreement, if provided sufficient rights-of-way or easements to do so and locations requested are consistent with clear zone right-of-way setback requirements. The Customer shall be responsible for the payment of all costs associated with any such Customer-requested relocation of FPL lighting facilities. Payments shall be made by the Customer in advance of any relocation.  
Lighting facilities will only be installed in locations that meet all applicable clear zone right-of-way setback requirements.
13. FPL may, at any time, substitute for any fixture installed hereunder another equivalent fixture which shall be of similar illuminating capacity and efficiency.



14. This Agreement shall be for a term of ten (10) years from the date of initiation of service, and, except as provided below, shall extend thereafter for further successive periods of five (5) years from the expiration of the initial ten (10) year term or from the expiration of any extension thereof. The date of initiation of service shall be defined as the date the first lights are energized and billing begins, not the date of this Agreement. This Agreement shall be extended automatically beyond the initial ten (10) year term or any extension thereof, unless either party shall have given written notice to the other of its desire to terminate this Agreement. The written notice shall be by certified mail and shall be given not less than ninety (90) days before the expiration of the initial ten (10) year term, or any extension thereof.
15. In the event lighting facilities covered by this agreement are removed, either at the request of the Customer or through termination or breach of this Agreement, the Customer shall be responsible for paying to FPL an amount equal to the original installed cost of the facilities provided by FPL under this agreement less any salvage value and any depreciation (based on current depreciation rates approved by the FPSC) plus removal cost.
16. Should the Customer fail to pay any bills due and rendered pursuant to this agreement or otherwise fail to perform the obligations contained in this Agreement, said obligations being material and going to the essence of this Agreement, FPL may cease to supply electric energy or service until the Customer has paid the bills due and rendered or has fully cured such other breach of this Agreement. Any failure of FPL to exercise its rights hereunder shall not be a waiver of its rights. It is understood, however, that such discontinuance of the supplying of electric energy or service shall not constitute a breach of this Agreement by FPL, nor shall it relieve the Customer of the obligation to perform any of the terms and conditions of this Agreement.
17. The obligation to furnish or purchase service shall be excused at any time that either party is prevented from complying with this Agreement by strikes, lockouts, fires, riots, acts of God, the public enemy, or by cause or causes not under the control of the party thus prevented from compliance, and FPL shall not have the obligation to furnish service if it is prevented from complying with this Agreement by reason of any partial, temporary or entire shut-down of service which, in the sole opinion of FPL, is reasonably necessary for the purpose of repairing or making more efficient all or any part of its generating or other electrical equipment.
18. This Agreement supersedes all previous Agreements or representations, either written, oral, or otherwise between the Customer and FPL, with respect to the facilities referenced herein and constitutes the entire Agreement between the parties. This Agreement does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by FPL to third parties.
19. In the event of the sale of the real property upon which the facilities are installed, upon the written consent of FPL, this Agreement may be assigned by the Customer to the Purchaser. No assignment shall relieve the Customer from its obligations hereunder until such obligations have been assumed by the assignee and agreed to by FPL.
20. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Customer and FPL.
21. The lighting facilities shall remain the property of FPL in perpetuity.
22. This Agreement is subject to FPL's Electric Tariff, including, but not limited to, the General Rules and Regulations for Electric Service and the Rules of the FPSC, as they are now written, or as they may be hereafter revised, amended or supplemented. In the event of any conflict between the terms of this Agreement and the provisions of the FPL Electric Tariff or the FPSC Rules, the provisions of the Electric Tariff and FPSC Rules shall control, as they are now written, or as they may be hereafter revised, amended or supplemented.

IN WITNESS WHEREOF, the parties hereby caused this Agreement to be executed in triplicate by their duly authorized representatives to be effective as of the day and year first written above.

Charges and Terms Accepted:

Lake Flores Community Development District

Customer (Print or type name of organization)

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

Signature (Authorized Representative)

Gary Walker

(Print or type name)

Title: Chairman

**FLORIDA POWER & LIGHT COMPANY**

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

(Signature)

Eric S. Culling

(Print or type name)

Title: Sr. Representative - FPL LED Lighting Solutions

## **EXHIBIT A**



**FPL**  
LED Lighting Solutions

## LED Lighting Plan

Lake Flores Community  
Development District -  
Phase 2 Thoroughfare -  
Manatee County

<b>TOTAL</b>	<b>42</b>	<b>\$1,516.61</b>
--------------	-----------	-------------------

INSTALLATION DETAILS		Option 1	
		Fixture	Roadway 7,500L
		Fixture/Pole	1
		Pole Type	30' with 22.5'MH Standard Concrete Side Mount
Installation 1		Fixture*	\$134.85
Quantity	30	Pole	\$244.20
FPL Conversion		Maintenance	\$43.50
Full/Hybrid	Full	Energy	\$45.35
		Monthly Total	\$467.90

INSTALLATION DETAILS		Option 1	
		Fixture	Roadway 12,000L
		Fixture/Pole	1
		Pole Type	30' with 22.5'MH Standard Concrete Side Mount
Installation 2		Fixture*	\$17.98
Quantity	4	Pole	\$32.56
FPL Conversion		Maintenance	\$5.80
Full/Hybrid	Full	Energy	\$9.85
		Monthly Total	\$66.19

INSTALLATION DETAILS		Option 1	
		Fixture	Roadway 17,000L
		Fixture/Pole	1
		Pole Type	30' with 22.5'MH Standard Concrete Side Mount
Installation 3		Fixture*	\$26.97
Quantity	6	Pole	\$48.84
FPL Conversion		Maintenance	\$8.70
Full/Hybrid	Full	Energy	\$21.67
		Monthly Total	\$106.18

INSTALLATION DETAILS		Option 1	
		Fixture	Roadway 20,000L
		Fixture/Pole	1
		Pole Type	
Installation 4		Fixture*	\$14.99
Quantity	2	Pole	\$0.00
FPL Conversion		Maintenance	\$2.90
Full/Hybrid	Full	Energy	\$9.13
		Monthly Total	\$27.02

### ALC Charge Details

Type	Cost
ALC	849.32

## **EXHIBIT B**

Type	ALC Description	Footage / Quantity	Cost to Customer	
Wire	OH	271	\$	9.05
UG	CBL IN DUCT	7368	\$	739.39
UG	17" hh	37	\$	100.88
Hybrid	Adapter		\$	-






\$	849.32
----	--------



## **EXHIBIT C**








# **Legend:**

- Proposed padmounted transformer --- 
- New aerial transformer --- 
- New UG PVC & cable --- 
- New 17" hand-hole --- 
- New 24" hand-hole --- 

☐ INACCESSIBLE ☐ 13 kV ☐ FUTURE 23 kV ☒ 23 kV ☐ SALT SPRAY ☐

**FEEDER: 500665**

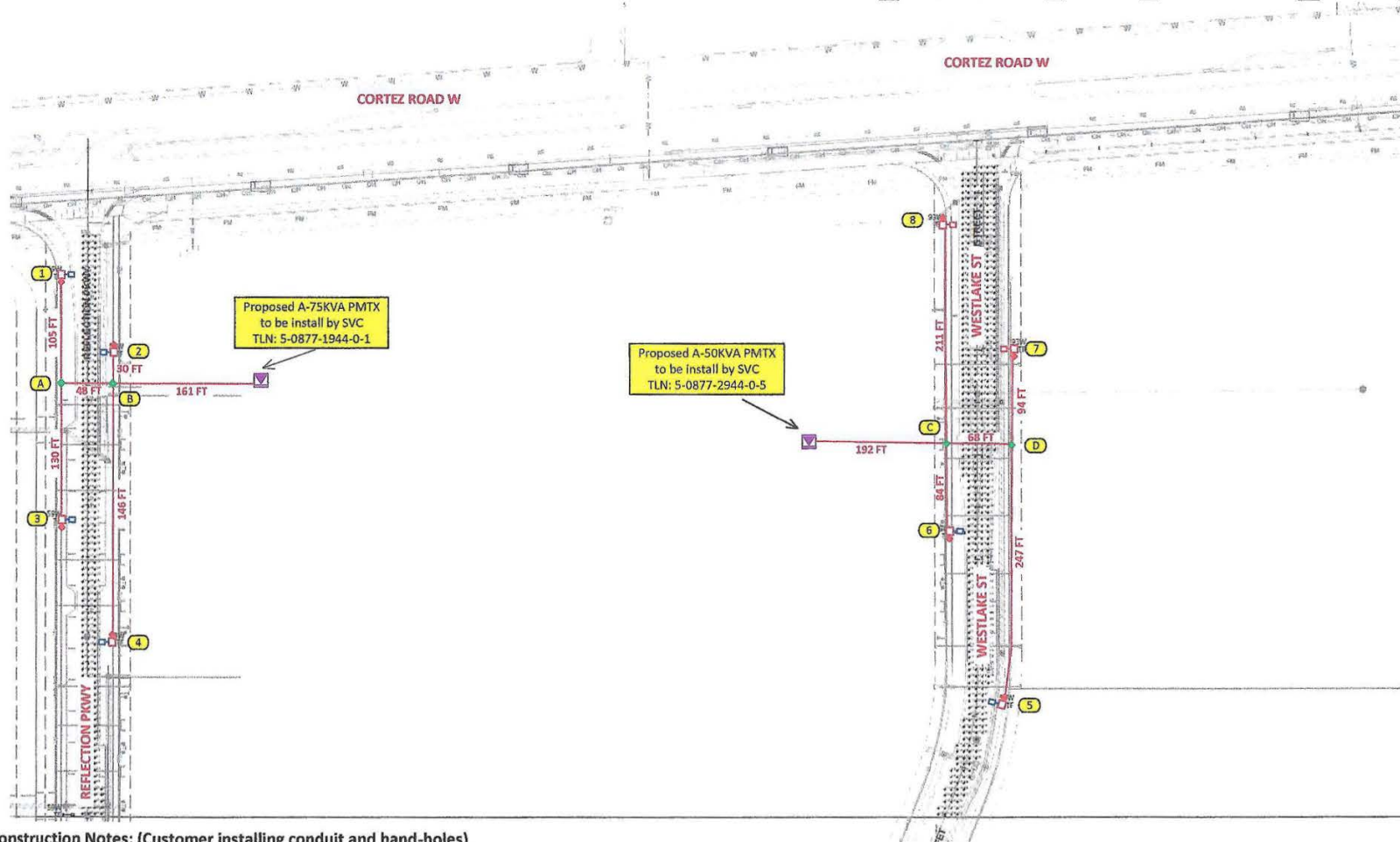
Product summary				
Symbol	Description	Watts	Temp color	Quantity
	Roadway 7,500L	59	3K	30
	Roadway 12,000L	93	3K	4
	Roadway 17,000L	127	3K	6
	Roadway 20,000L	160	3K	2
	30' Arm Mount Concrete Pole (22'6" MH)	N/A	N/A	40

**Total UG Footage: 7,368 ft**

<b>AS-BUILT CREW PRINT</b>		<small>ALL REQUIRED GROUP RISES HAVE BEEN DESIGN &amp; VIEWED TO BE WITHIN PER STANDARDS, VALUES SHOWN AT ALL LOCATIONS.</small>		<small>JOB CREDITED COMPLETED AS SHOWN ON THIS AS-BUILT PRINT. PARTIAL CHANGES SHOWN ON JOB.</small>		<b>AS-BUILT COPY</b>	
FOREMAN'S SIGNATURE _____ DATE _____		FOREMAN'S SIGNATURE _____ DATE _____		SUPERVISOR'S SIGNATURE _____ DATE _____		INITIALS _____ DATE _____	
Easement? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		Survey/State? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		Work with SMO? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		<b>FPL</b>	
Tree Work? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		Designer/State? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		CT/Special Mtr? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		Lake Flores Thoroughfare - Phase 2 Install 42 new fixtures & 40 new poles V/O Cortez Rd W & Westlake St, Dade City, FL 33523	
City X County Rd. County Air State Road FAA		City WMD RR Xing DR. Dist. Transm.		Tol. Attachment Per		Designed by: Jessica Builes Date: 02/18/25	
Requested Tel. Co. Set Poles? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		Requested Tel. Co. Transfer? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		Telephone Co. Job No.		Drawn by: JB Check by: Dwg No. 1 OF 7	
Request CAVT Transfer? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		POLE LINE FEET 0'		DUCT BANK FT. 0'		Rural Location Sec. xx TWP. xx S, RGE. xx E.	
POLE LINE FT. ON TRANSM. POLES 0'		TRENCH FT. 0'		SCALE: N.T.S.		St. Lt MAP No. MAP# Pri Map No. XXXXXX	
TLM/LDS MODEL No. -		Map Posting? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>		Posted by: WR XXXXXXX		M/A xx	

See page 3

☐ INACCESSIBLE ☐ 13 kV ☐ FUTURE 23 kV ☒ 23 kV ☐ SALT SPRAY ☐



UG Footage: 1,516 ft.

Permit required with  
Manatee County

**Construction Notes: (Customer installing conduit and hand-holes)**

Loc. 1 to 6: Install (1) LED Roadway 59W 3K 7,500L with 8' bracket on NEW 30'(22'6" MH) Arm Mount Concrete Pole  
Loc. 7 and 8: Install (1) LED Roadway 93W 4K 12,000L with 8' bracket on NEW 30'(22'6" MH) Arm Mount Concrete Pole  
Loc. A to D: Install 24" hand-hole

- FPL contractor installing poles, fixtures, UG cable and doing terminations at all locations. Pole in this page to be installed in the ROW in front of the sidewalk.
- All hand-holes to be 17" unless specified.
- FPL contractor doing any restoration required.

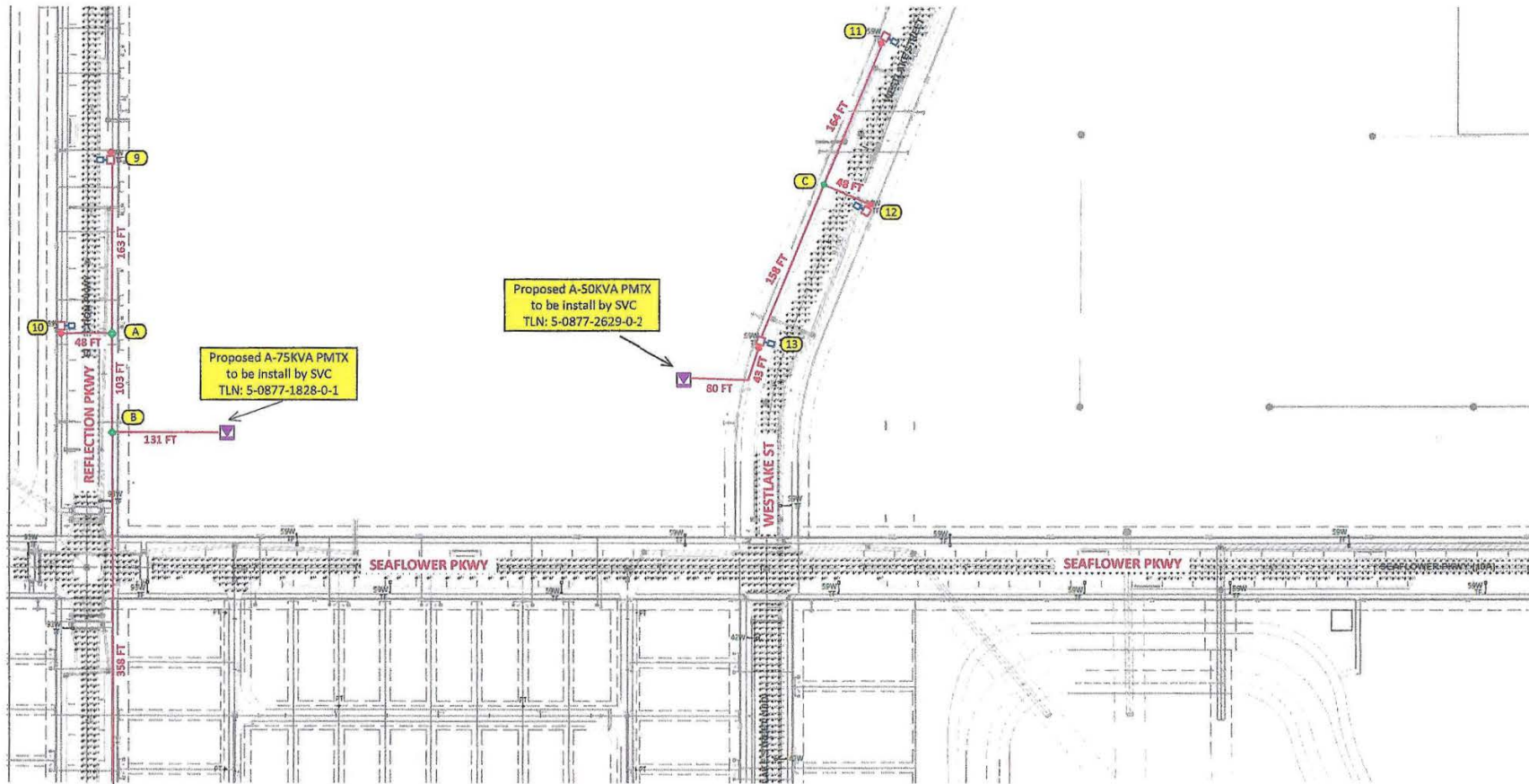
FPL LED Rep: Eric Culling

AS-BUILT CREW PRINT		ALL REQUIRED GROUND RULES HAVE BEEN SHOWN & VERIFIED TO BE WITHIN FPL STANDARDS. VALUES ARE SHOWN AT ALL LOCATIONS.		OUR DRAWING COMPUTED AS SHOWN ON THIS AS-BUILT PRINT. MATERIAL QUANTITIES SHOWN ON BOX		AS-BUILT COPY	
FORWARDER'S SIGNATURE	DATE	FORWARDER'S SIGNATURE	DATE	SUPPLIER'S SIGNATURE	DATE	DETAILS	CERT. DATE
Easement? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Tree Work? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> City <input checked="" type="checkbox"/> County <input type="checkbox"/> RR <input type="checkbox"/>	Survey/State? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Designer/State? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> County Rd. <input type="checkbox"/> County Air <input type="checkbox"/> State Road <input type="checkbox"/> FAA <input type="checkbox"/>	Work with SMO? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> CT/Special Mtr? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Transm. <input type="checkbox"/>	<b>FPL</b>	Lake Flores Thoroughfare - Phase 2 Install 42 new fixtures & 40 new poles V/O Cortez Rd W & Westlake St, Dade City, FL 33523			
Requested Tol. Co. Set Poles? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> Requested Tol. Co. Transfer? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> Request CAN/T Transfer? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	Trenching Co. Sub. No. _____ Trenching Co. Sub. No. _____ Trenching Co. Sub. No. _____	Designed by: Jessica Builes Drawn by: JB Rural Location Sec. xx TWP. xx S, RGE. xx E. SCALE: N.T.S. St. Lt MAP No. MAP# Pri Map No. xxxxxx TLM/LDS MODEL No. - Map Posting? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> Posted by: WR xxxxxxxx M/A xx	Date: 02/18/25 Dwg No. 2 OF 7				



See page 2

☐ INACCESSIBLE ☐ 13 kV ☐ FUTURE 23 kV ☒ 23 kV ☐ SALT SPRAY ☐



See page 4

UG Footage: 1,296 ft.

Permit required with  
Manatee County

**Construction Notes: (Customer installing conduit and hand-holes)**

Loc. 9 to 13: Install (1) LED Roadway 59W 3K 7,500L with 8' bracket on NEW 30'(22'6" MH) Arm Mount Concrete Pole  
Loc. A to C: Install 24" hand-hole

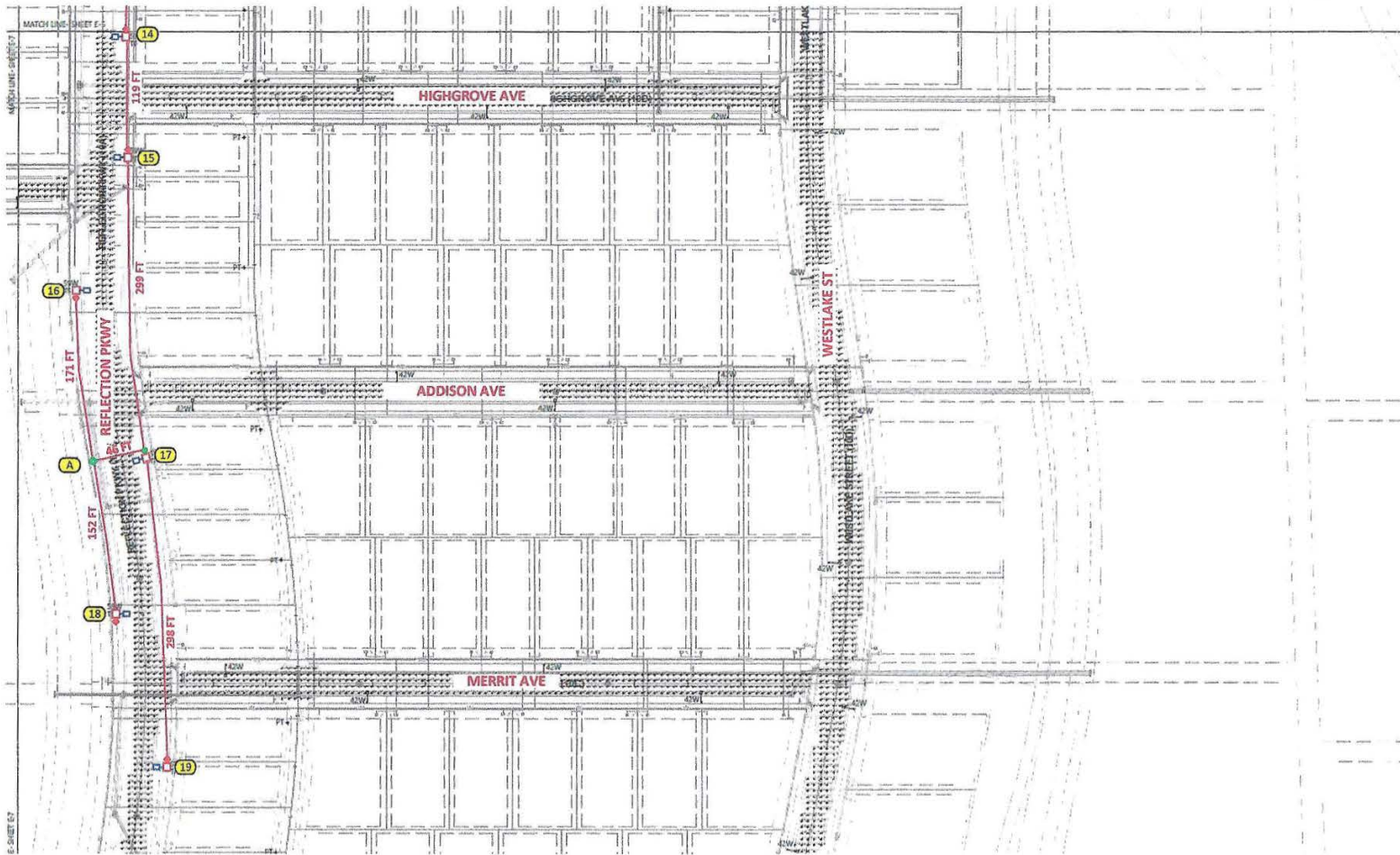
- FPL contractor installing poles, fixtures, UG cable and doing terminations at all locations. Pole in this page to be installed in the ROW in front of the sidewalk.
- All hand-holes to be 17" unless specified.
- FPL contractor doing any restoration required.

FPL LED Rep: Eric Culling

AS-BUILT CREW PRINT				ALL REQUIRED GROUND MARKS HAVE BEEN CHECKED & VERIFIED TO BE WITHIN THE STANDARDS, UNLESS SHOWN AT ALL LOCATIONS.				JOB CERTIFIED COMPLETED AS SHOWN ON THIS AS-BUILT PRINT. MATERIAL CHANGES SHOWN ON RIBS				AS-BUILT COPY			
FOREMAN'S SIGNATURE		DATE		FOREMAN'S SIGNATURE		DATE		SUPERVISOR'S SIGNATURE		DATE		INITIALS		COST DATE	
Easement? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		Survey/State? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		Work with SMO? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		<b>FPL</b>									
Tree Work? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		Designer/State? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		CT/Special Mtr? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>											
City <input checked="" type="checkbox"/> WMD		County Rd. <input type="checkbox"/> RR Xing		County Air <input type="checkbox"/> DR. Dist.		State Road <input type="checkbox"/> Transm.		FAA <input type="checkbox"/>							
Requested Tel. Co. Set Poles? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		Requested Tel. Co. Transfer? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		Requested CANT Transfer? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		Total Attachment Pay									
POLE LINE FEET 0'		DUCT BANK FT. 0'		TRENCH FT. 0'		Telephone Co. No. N/A				Designed by: Jessica Builes		Date: 02/18/25			
POLE LINE FT. ON TRANSM. POLES 0'										Drawn by: JB		Check by:		Dwg No. 3 OF 7	
TUM/ADS MODEL No. -		Map Posting? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>		Posted by:		WR XXXXXXX				Rural Location Sec. xx		TWP. xx		S. RGE. xx E.	
										SCALE: N.T.S.		St. Lt MAP No. MAP#		Pri Map No. XXXXXX	
														M/A xx	

Lake Flores Thoroughfare - Phase 2  
Install 42 new fixtures & 40 new poles  
V/O Cortez Rd W & Westlake St, Dade City, FL 33523

☐ INACCESSIBLE   
 ☐ 13 kV   
 ☐ FUTURE 23 kV   
 ☒ 23 kV   
 ☐ SALT SPRAY   
 ☐ \_\_\_\_\_



UG Footage: 1,085 ft.

Permit required with  
 Manatee County  
 SEAFLOWER PKWY

**Construction Notes: (Customer installing conduit and hand-holes)**

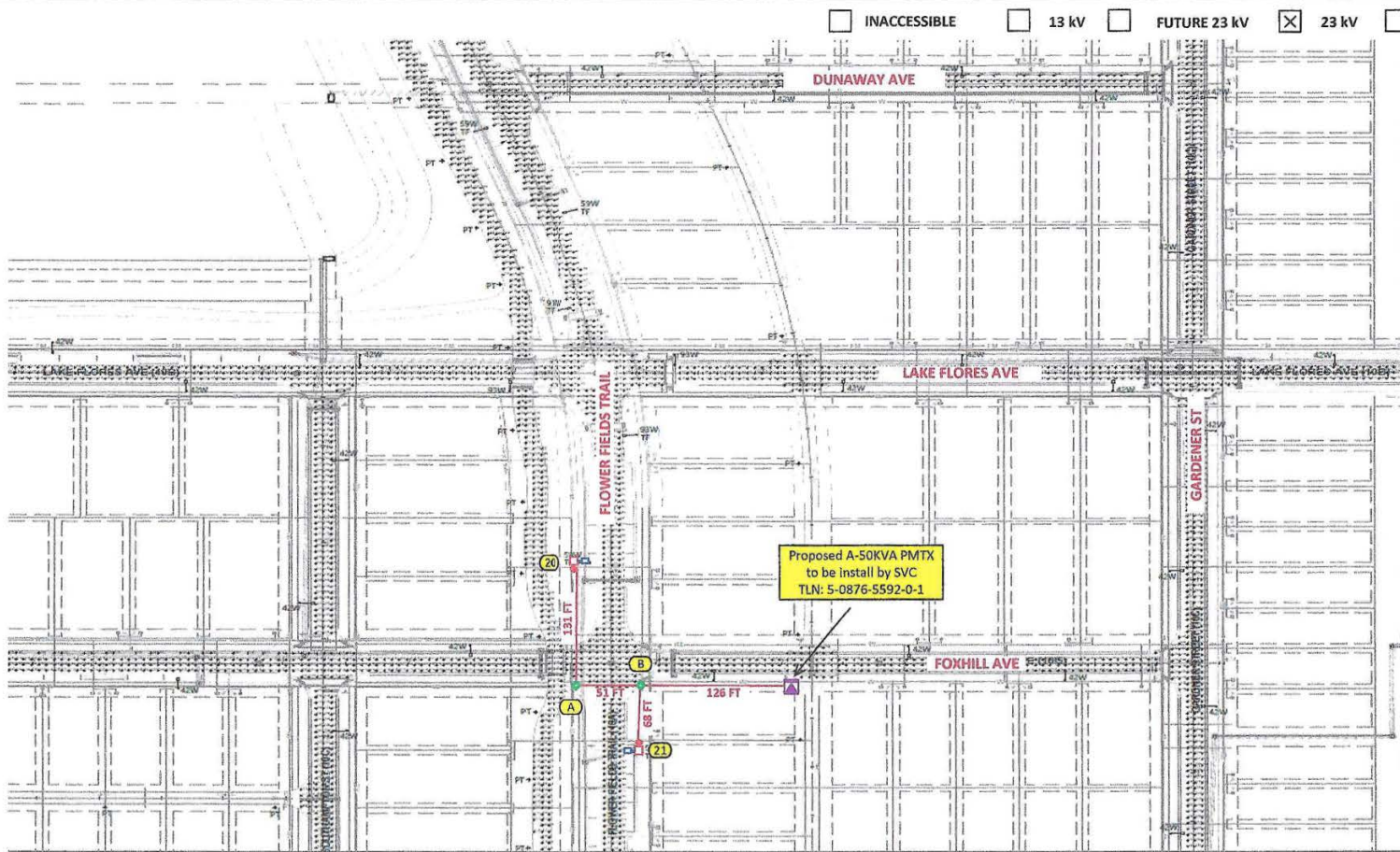
Loc. 14 to 19: Install (1) LED Roadway 59W 3K 7,500L with 8' bracket on NEW 30'/(22'6" MH) Arm Mount Concrete Pole  
 Loc. 17 and A: Install 24" hand-hole

- FPL contractor installing poles, fixtures, UG cable and doing terminations at all locations. Pole in this page to be installed in the ROW in front of the sidewalk.
- All hand-holes to be 17" unless specified.
- FPL contractor doing any restoration required.

FPL LED Rep: Eric Culling

AS-BUILT CREW PRINT				ALL REQUIRED SURVEY DATA HAS BEEN DRAWN & VERIFIED TO BE WITHIN FPL STANDARDS. VALUES ARE SHOWN AT ALL LOCATIONS.				JOB ENTIRELY COMPLETED AS SHOWN ON THIS AS-BUILT PRINT. MATERIAL CHANGES SHOWN ON JOB				AS-BUILT COPY	
FOREMAN'S SIGNATURE		DATE		FOREMAN'S SIGNATURE		DATE		SUPERVISOR'S SIGNATURE		DATE		INITIALS	CRIT. DATE
Easement?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Survey/State?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Work with SMO?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<b>FPL</b>		Lake Flores Thoroughfare - Phase 2					
Tree Work?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Designer/State?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	CT/Special Mtr?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>			Install 42 new fixtures & 40 new poles					
Permit	City <input checked="" type="checkbox"/> County <input type="checkbox"/> RR <input type="checkbox"/> Xing	County Rd.	County Air	State Road	FAA			V/O Cortez Rd W & Westlake St, Dade City, FL 33523					
Request Tel. Co. Set Poles?	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	Request Tel. Co. Transfer?	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	Request CAVT Transfer?	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	Telco. Attachment Fee		Designed by: Jessica Builes		Date: 02/18/25			
						Telephone Co. Job No.		Drawn by: JB		Check by:		Dwg No. 4 OF 7	
POLE LINE FEET		0'		DUCT BANK FT.		0'		Rural Location Sec.		xx TWP.		xx S, RGE. xx E.	
POLE LINE FT. ON TRANS. POLES		0'		TRENCH FT.		0'		SCALE: N.T.S.		St. Lt MAP No. MAP#		Pri Map No. XXXXXX	
TLM/ADS MODEL No.		-		Map Posting?		YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>		Posted by:		WR XXXXXX		M/A xx	





UG Footage: 376 ft.

Permit required with  
Manatee County

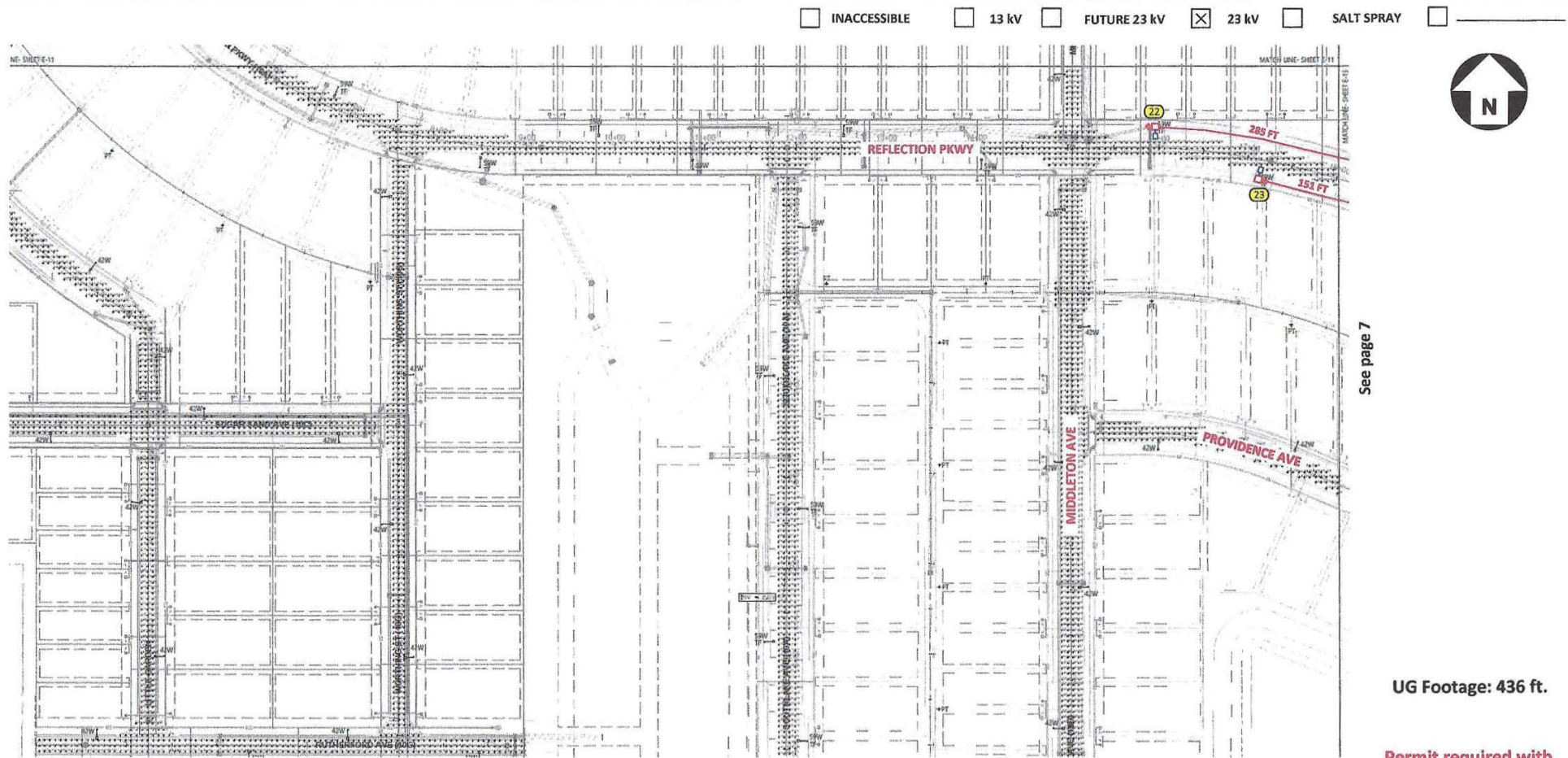
**Construction Notes: (Customer installing conduit and hand-holes)**

Loc. 20 and 21: Install (1) LED Roadway 59W 3K 7,500L with 8' bracket on NEW 30'(22'6" MH) Arm Mount Concrete Pole  
Loc. A and B: Install 24" hand-hole

- FPL contractor installing poles, fixtures, UG cable and doing terminations at all locations. Pole in this page to be installed in the ROW in front of the sidewalk.
- All hand-holes to be 17" unless specified.
- FPL contractor doing any restoration required.

FPL LED Rep: Eric Culling

AS-BUILT CREW PRINT		ALL REQUIRED GEOTECH NOTES HAVE BEEN REVIEWED & VERIFIED TO BE WITHIN 1% DISCREPANCY, SHOULD BE SHOWN AT ALL LOCATIONS.		JOB COMPLETE AS SHOWN ON THIS AS-BUILT PRINT. MATERIAL CHANGES SHOWN ON RUC		AS-BUILT COPY	
FOREMAN'S SIGNATURE	DATE	FOREMAN'S SIGNATURE	DATE	SUPERVISOR'S SIGNATURE	DATE	INTEK'S	DATE
Easement? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Survey/Stake? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Work with SMO? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<b>FPL</b>				
Tree Work? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Design/Stake? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	CT/Special Mtr? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Lake Flores Thoroughfare - Phase 2				
City <input checked="" type="checkbox"/> County Rd. <input type="checkbox"/> County Air <input type="checkbox"/> State Road <input type="checkbox"/> FAA <input type="checkbox"/>	RR Xing <input type="checkbox"/> DR. Dist. <input type="checkbox"/> Transm. <input type="checkbox"/>	Install 42 new fixtures & 40 new poles					
Requested Tel. Co. Set Poles? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	Requested Tel. Co. Transfer? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	Requested CAVT Transfer? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	V/O Cortez Rd W & Westlake St, Dade City, FL 33523				
Twin Attachment Per			Designed by: Jessica Builes		Date: 02/18/25		
Telephone Co. Job No.			Drawn by: JB		Check by: Dwg No. 5 OF 7		
POLE LINE FEET 0'	DUCT BANK FT. 0'	Rural Location Sec. xx TWP. xx S, RGE. xx E.					
POLE LINE FT. ON TRANS. POLES 0'	TRENCH FT. 0'	SCALE: N.T.S. St. Lt MAP No. MAP# Pri Map No. XXXXXX					
TUM/IDS MODEL No. -	Map Posting? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> Posted by:	WR XXXXXX M/A xx					



UG Footage: 436 ft.

Permit required with  
Manatee County

**Construction Notes: (Customer installing conduit and hand-holes)**

- Loc. 22 and 23: Install (1) LED Roadway 59W 3K 7,500L with 8' bracket on NEW 30'(22'6" MH) Arm Mount Concrete Pole
- FPL contractor installing poles, fixtures, UG cable and doing terminations at all locations. Pole in this page to be installed in the ROW in front of the sidewalk.
  - All hand-holes to be 17" unless specified.
  - FPL contractor doing any restoration required.

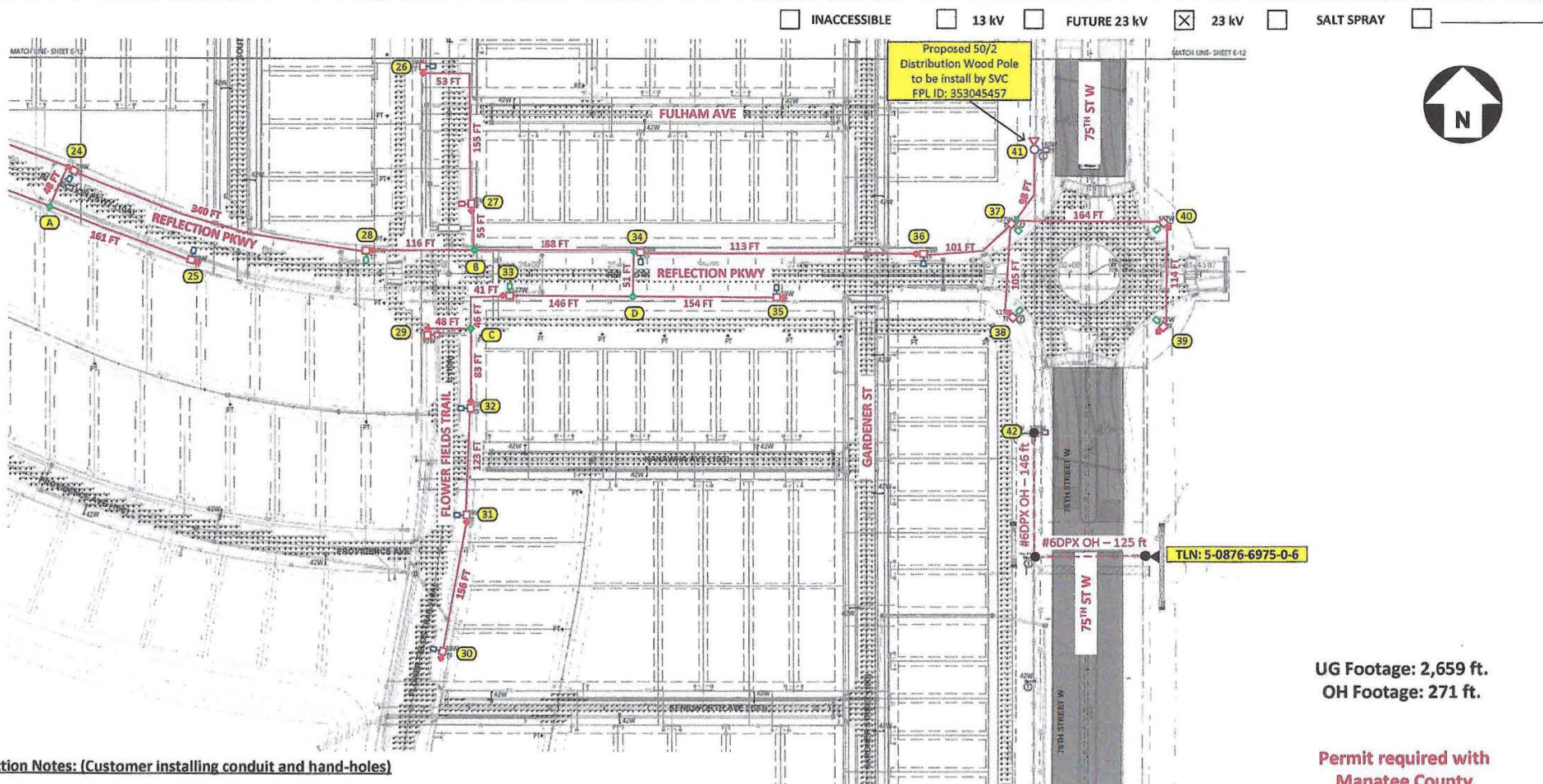
FPL LED Rep: Eric Culling

AS-BUILT CREW PRINT				ALL REQUIRED GROUPS MUST HAVE SITES BURNED & VERIFIED TO BE WITHIN FPL STANDARDS. VALUES ARE SHOWN AT ALL LOCATIONS.				JOB (ENTIRE) COMPLETED AS SHOWN ON THIS AS-BUILT. PRINT MATERIAL CHANGES SHOWN ON SDS.				AS-BUILT COPY			
FORWARDER'S SIGNATURE		DATE		FORWARDER'S SIGNATURE		DATE		SUPERVISOR'S SIGNATURE		DATE		REVISED	DATE		
Easement?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Survey/State?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Work with SMO?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<b>FPL</b>		Designed by:		Jessica Builes		Date:	02/18/25		
Tree Work?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Designer/State?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	CT/Special Mtr?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>			Drawn by:		JB		Check by:	Dwg No. 6 OF 7		
CITY	X	COUNTY RD.		COUNTY AIR		STATE ROAD	FAA	Rural Location Sec.		XX	TWP.	XX	S, RGE.	XX	E.
PERMIT	WMD	RR Xing	DR. Dist.	Transm.		Telephone Co. Job No.		SCALE:		N.T.S.	St. Lt. MAP No.	MAP#	Pri Map No.	XXXXXX	
Requested Tel. Co. Set Poles?	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	Requested Tel. Co. Transfer?	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	Requested CAVT Transfer?	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	Telephone Co. Job No.		TUM/LDS MODEL No.		-	Map Posting?	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	Posted by:	WR	XXXXXX
POLE LINE FEET	0'	DUCT BANK FT.	0'	POLE LINE FT. ON TRANS. POLES	0'	TRENCH FT.	0'	WR		XXXXXX	M/A		XX		

Lake Flores Thoroughfare - Phase 2  
Install 42 new fixtures & 40 new poles  
V/O Cortez Rd W & Westlake St, Dade City, FL 33523



See page 6



UG Footage: 2,659 ft.  
OH Footage: 271 ft.

Permit required with  
Manatee County

# **Construction Notes: (Customer installing conduit and hand-holes)**

- Loc. 24-26, 30-32, 34-36: Install (1) LED Roadway 59W 3K 7,500L with 8' bracket on NEW 30' Arm Mount Concrete Pole
- Loc. 28, 33, 37 to 40: Install (1) LED Roadway 127W 3K 17,000L with 8' bracket on NEW 30' Arm Mount Concrete Pole
- Loc. 27 and 29: Install (1) LED Roadway 93W 3K 12,000L with 8' bracket on NEW 30' Arm Mount Concrete Pole
- Loc. 41 and 42: Install (1) LED Roadway 160W 3K 20,000L with 12' bracket on existing Wood Pole
- Loc. 41: Install (1) 25KVA AETX single phase and (1) 2" Riser

- FPL contractor installing poles, fixtures, UG cable and doing terminations at all locations. Pole in this page to be installed in the ROW in front of the sidewalk.
- All hand-holes to be 17" unless specified.
- FPL contractor doing any restoration required.

FPL LED Rep: Eric Culling

AS-BUILT CREW PRINT				ALL REQUIRED GROUND ROSES HAVE BEEN DRAWN & VERIFIED TO BE WITHIN FPL STANDARDS. VEHICLES ARE SHOWN AT ALL LOCATIONS.				FOR FEATURES COMPLETED AS SHOWN ON THIS AS-BUILT PRINT. MATERIAL CHANGES SHOWN ON ROSS				AS-BUILT COPY	
FOREMAN'S SIGNATURE		DATE		FOREMAN'S SIGNATURE		DATE		SUPERVISOR'S SIGNATURE		DATE		INITIALS	DATE
Easement?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Survey/State?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Work with SMO?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<b>FPL</b>		Lake Flores Thoroughfare - Phase 2 Install 42 new fixtures & 40 new poles V/O Cortez Rd W & Westlake St, Dade City, FL 33523					
Tree Work?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Designer/State?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	CT/Special Mtr?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>								
CITY	X	COUNTY	Rd.	COUNTY	Air	State Road	FAA						
PERMITS	WMD	RR	Xing	DR.	Dist.	Transm.							
Requested Tel. Co. Set Poles?	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	Requested Tel. Co. Transfer?	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	Request CAVT Transfer?	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	Tele. Attachment Per							
POLE LINE FEET	0'	DUCT BANK FT.	0'										
POLE LINE FT. ON TRANS. POLES	0'	TRENCH FT.	0'										
TLN/LDS MODEL No.	-	Map Posting?	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	Posted by:									
				WR	XXXXXXX								
				Designed by:		Jessica Builes		Date:		02/18/25			
				Drawn by:		JB		Check by:		Dwg No. 7 OF 7			
				Rural Location Sec.		xx		TWP.		xx		S, RGE. xx E.	
				SCALE:		N.T.S.		St. Lt MAP No.		MAP#		Pri Map No. XXXXXX	
												M/A xx	



# **LAKE FLORES**

**COMMUNITY DEVELOPMENT DISTRICT**

# **UNAUDITED FINANCIAL STATEMENTS**

**LAKE FLORES  
COMMUNITY DEVELOPMENT DISTRICT  
FINANCIAL STATEMENTS  
UNAUDITED  
APRIL 30, 2025**

**LAKE FLORES  
COMMUNITY DEVELOPMENT DISTRICT  
BALANCE SHEET  
GOVERNMENTAL FUNDS  
APRIL 30, 2025**

	General Fund	Debt Service Fund Series 2023 A-1	Debt Service Fund Series 2023 A-2	Capital Project Fund Series 2023 A-1	Capital Project Fund Series 2023 A-2	Capital Project Fund Series Mitigation	Total Governmental Funds
<b>ASSETS</b>							
Cash	\$ 4,210	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,210
Investments							
Revenue	-	1,049,805	450,077	-	-	-	1,499,882
Reserve	-	923,263	1,094,760	-	-	-	2,018,023
Prepayment	-	-	2,159,501	-	-	-	2,159,501
Capitalized interest	-	5,535	-	-	-	-	5,535
Construction	-	-	-	112,966	10,796,087	-	10,909,053
Cost of issuance	-	-	43	-	-	-	43
Undeposited funds	53,357	-	-	-	-	-	53,357
Due from Landowner	-	330,475	-	-	-	20	330,495
Utility deposits	756	-	-	-	-	-	756
Total assets	<u>\$ 58,323</u>	<u>\$2,309,078</u>	<u>\$ 3,704,381</u>	<u>\$ 112,966</u>	<u>\$10,796,087</u>	<u>\$ 20</u>	<u>\$16,980,855</u>
<b>LIABILITIES AND FUND BALANCES</b>							
Liabilities:							
Accounts payable	\$ 52,769	\$ -	\$ -	\$ -	\$ -	\$ 20	\$ 52,789
Contracts payable	-	-	-	-	1,803,624	-	1,803,624
Retainage payable	-	-	-	1,106,837	1,351,792	65,886	2,524,515
Landowner advance	6,000	-	-	-	-	-	6,000
Due to Landowner	861	-	-	-	-	-	861
Total liabilities	<u>59,630</u>	<u>-</u>	<u>-</u>	<u>1,106,837</u>	<u>3,155,416</u>	<u>65,906</u>	<u>4,387,789</u>
<b>DEFERRED INFLOWS OF RESOURCES</b>							
Unearned revenue	-	-	35,234	-	-	-	35,234
Deferred receipts	-	330,475	-	-	-	20	330,495
Total deferred inflows of resources	<u>-</u>	<u>330,475</u>	<u>35,234</u>	<u>-</u>	<u>-</u>	<u>20</u>	<u>365,729</u>
Fund balances:							
Restricted for:							
Debt service	-	1,978,603	3,669,147	-	-	-	5,647,750
Capital projects	-	-	-	(993,871)	7,640,671	(65,906)	6,580,894
Unassigned	(1,307)	-	-	-	-	-	(1,307)
Total fund balances	<u>(1,307)</u>	<u>1,978,603</u>	<u>3,669,147</u>	<u>(993,871)</u>	<u>7,640,671</u>	<u>(65,906)</u>	<u>12,227,337</u>
Total liabilities and fund balances	<u>\$ 58,323</u>	<u>\$2,309,078</u>	<u>\$ 3,704,381</u>	<u>\$ 112,966</u>	<u>\$10,796,087</u>	<u>\$ 20</u>	<u>\$16,980,855</u>

**LAKE FLORES  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
FOR THE PERIOD ENDED APRIL 30, 2025**

	Current Month	Year to Date	Budget	% of Budget
<b>REVENUES</b>				
Landowner contribution	\$ 70,382	\$ 171,419	\$ 221,731	77%
Landowner: lakes cost share	-	-	10,074	0%
Total revenues	<u>70,382</u>	<u>171,419</u>	<u>231,805</u>	74%
<b>EXPENDITURES</b>				
<b>Professional &amp; administrative</b>				
Supervisors	-	1,722	6,459	27%
Management/accounting/recording	4,000	28,000	48,000	58%
Legal	1,266	7,306	25,000	29%
Engineering	-	1,372	2,000	69%
Audit	-	3,165	5,500	58%
Arbitrage rebate calculation*	-	-	500	0%
Dissemination agent*	83	583	1,000	58%
Debt service fund accounting	458	3,208	5,500	58%
Trustee*	-	8,492	5,500	154%
Telephone	17	67	200	34%
Postage	-	245	500	49%
Printing & binding	42	292	500	58%
Legal advertising	-	568	1,500	38%
Annual special district fee	-	175	175	100%
Insurance	-	5,408	5,800	93%
Contingencies/bank charges	125	669	500	134%
Website hosting & maintenance	-	705	705	100%
Website ADA compliance	-	-	210	0%
Total professional & administrative	<u>5,991</u>	<u>61,977</u>	<u>109,549</u>	57%
<b>Field operations (phase 1)</b>				
Field management	-	-	1,000	0%
Combined lakes				
Monitoring/reports	-	-	24,280	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				
Miscellaneous	-	-	5,000	0%
Wetland maintenance	-	34,800	14,214	245%
Wetland monitoring/report	-	4,585	31,320	15%
Conservation area landscaping	-	-	20,350	0%
Unbudget field expenses	39,814	68,759	-	N/A
Total field operations	<u>39,814</u>	<u>108,144</u>	<u>122,256</u>	88%
Total expenditures	<u>45,805</u>	<u>170,121</u>	<u>231,805</u>	73%
Excess/(deficiency) of revenues over/(under) expenditures	24,577	1,298	-	
Fund balances - beginning	(25,884)	(2,605)	-	
Fund balances - ending	<u>\$ (1,307)</u>	<u>\$ (1,307)</u>	<u>\$ -</u>	

\*These items will be realized when bonds are issued

**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 APRIL 30, 2025**

	Current Month	Year To Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy: on-roll - net	\$ 960,299	\$ 960,299	\$ -	N/A
Assessment levy: off-roll	-	89,049	1,839,767	5%
Interest	3,959	33,404	-	N/A
Total revenues	<u>964,258</u>	<u>1,082,752</u>	<u>1,839,767</u>	59%
<b>EXPENDITURES</b>				
<b>Debt service</b>				
Principal	-	-	250,000	0%
Interest	-	797,344	1,594,688	50%
Total debt service	<u>-</u>	<u>797,344</u>	<u>1,844,688</u>	43%
<b>Other fees &amp; charges</b>				
Transfer out	67,451	88,624	-	N/A
Total other fees and charges	<u>67,451</u>	<u>88,624</u>	<u>-</u>	N/A
Total expenditures	<u>67,451</u>	<u>885,968</u>	<u>1,844,688</u>	48%
Net change in fund balances	896,807	196,784	(4,921)	
Fund balances - beginning	1,081,796	1,781,819	1,753,215	
Fund balances - ending	<u>\$ 1,978,603</u>	<u>\$ 1,978,603</u>	<u>\$ 1,748,294</u>	

**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 APRIL 30, 2025**

	Current Month	Year To Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy: off-roll	\$ 383,335	\$ 952,413	2,086,133	46%
Assessment prepayments	-	2,148,477	-	N/A
Lot closing assessment	-	4,251	-	N/A
Lot closing interest	-	25,859	-	N/A
Interest & miscellaneous	11,697	33,398	-	N/A
Total revenues	<u>395,032</u>	<u>3,164,398</u>	<u>2,086,133</u>	152%
<b>EXPENDITURES</b>				
<b>Debt service</b>				
Cost of issuance	-	180,750	270,750	67%
Interest	-	569,078	982,523	58%
Total debt service	<u>-</u>	<u>749,828</u>	<u>1,253,273</u>	60%
Excess/(deficiency) of revenues over/(under) expenditures	395,032	2,414,570	832,860	
<b>OTHER FINANCING SOURCES/(USES)</b>				
Bond proceeds	-	1,182,332	1,771,045	67%
Original issue premium	-	(510,317)	(764,418)	67%
Total other financing sources	<u>-</u>	<u>672,015</u>	<u>1,006,627</u>	67%
Net change in fund balances	395,032	3,086,585	1,839,487	
Fund balances - beginning	3,274,115	582,562	573,751	
Fund balances - ending	<u>\$ 3,669,147</u>	<u>\$ 3,669,147</u>	<u>\$ 2,413,238</u>	

**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 APRIL 30, 2025**

	Current Month	Year To Date
<b>REVENUES</b>		
Interest	\$ 105	\$ 592
Total revenues	<u>105</u>	<u>592</u>
<b>EXPENDITURES</b>		
Total expenditures	<u>-</u>	<u>-</u>
Excess/(deficiency) of revenues over/(under) expenditures	105	592
<b>OTHER FINANCING SOURCES/(USES)</b>		
Transfer in	67,451	88,624
Total other financing sources/(uses)	<u>67,451</u>	<u>88,624</u>
Net change in fund balances	67,556	89,216
Fund balances - beginning	<u>(1,061,427)</u>	<u>(1,083,087)</u>
Fund balances - ending	<u><u>\$ (993,871)</u></u>	<u><u>\$ (993,871)</u></u>

**LAKE FLORES  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
CAPITAL PROJECTS FUND SERIES 2023 A-2  
FOR THE PERIOD ENDED APRIL 30, 2025**

	Current Month	Year To Date
<b>REVENUES</b>		
Interest	\$ 44,857	\$ 274,470
Total revenues	<u>44,857</u>	<u>274,470</u>
<b>EXPENDITURES</b>		
Construction costs	<u>2,182,496</u>	<u>9,613,180</u>
Total expenditures	<u>2,182,496</u>	<u>9,613,180</u>
Excess/(deficiency) of revenues over/(under) expenditures	(2,137,639)	(9,338,710)
<b>OTHER FINANCING SOURCES/(USES)</b>		
Bond proceeds	<u>-</u>	<u>10,867,668</u>
Total other financing sources/(uses)	<u>-</u>	<u>10,867,668</u>
Net change in fund balances	(2,137,639)	1,528,958
Fund balances - beginning	<u>9,778,310</u>	<u>6,111,713</u>
Fund balances - ending	<u><u>\$ 7,640,671</u></u>	<u><u>\$ 7,640,671</u></u>



**LAKE FLORES  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
CAPITAL PROJECTS FUND SERIES MITIGATION  
FOR THE PERIOD ENDED APRIL 30, 2025**

	Current Month	Year To Date
<b>REVENUES</b>		
Developer contribution	\$ 206,715	\$ 730,388
Total revenues	<u>206,715</u>	<u>730,388</u>
<b>EXPENDITURES</b>		
Construction costs	<u>226,551</u>	<u>796,294</u>
Total expenditures	<u>226,551</u>	<u>796,294</u>
Excess/(deficiency) of revenues over/(under) expenditures	(19,836)	(65,906)
Net change in fund balances	(19,836)	(65,906)
Fund balances - beginning	(46,070)	-
Fund balances - ending	<u><u>\$ (65,906)</u></u>	<u><u>\$ (65,906)</u></u>

**LAKE FLORES**  
**COMMUNITY DEVELOPMENT DISTRICT**

**MINUTES**

**DRAFT**

**MINUTES OF MEETING  
LAKE FLORES  
COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors of the Lake Flores Community Development District held a Special Meeting on January 28, 2025 at 11:00 a.m., at 8116 Cortez Road W., Bradenton, Florida 34210.

**Present:**

Gary Walker	Chair
David Brasher	Vice Chair
Reggie Tisdale	Assistant Secretary
Krystal Parsons	Assistant Secretary
Walter Preston	Assistant Secretary

**Also present:**

Kristen Suit	District Manager
Jerry Earlywine (via telephone)	District Counsel
Jeb Mulock	District Engineer
Ed Hill	Developer Representative
Whiting Preston	Landowner
James Motta	

**FIRST ORDER OF BUSINESS**

**Call to Order/Roll Call**

Ms. Suit called the meeting to order at 11:03 a.m.

Supervisors Walker, Brasher and Supervisor-Elects Reggie Tisdale, Krystal Parsons and Walter Preston were present.

**SECOND ORDER OF BUSINESS**

**Public Comments**

No members of the public spoke.

**THIRD ORDER OF BUSINESS**

**Administration of Oath of Office to Elected Supervisors (Reginald Tisdale - Seat 3, Krystal Parsons - Seat 4, Walter Preston -**

Seat 5) (the following will be provided in a separate package)

Ms. Suit, a Notary of the State of Florida and duly authorized, administered the Oath of Office to Mr. Reginald Tisdale, Ms. Krystal Parsons and Mr. Walter Preston. Each Supervisor is familiar with the following:

**A. Required Ethics Training and Disclosure Filing**

- **Sample Form 1 2023/Instructions**

**B. Membership, Obligations and Responsibilities**

**C. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees**

**D. Form 8B: Memorandum of Voting Conflict for County, Municipal and other Local Public Officers**

**FOURTH ORDER OF BUSINESS**

**Consideration of Resolution 2025-01, Canvassing and Certifying the Results of the Landowners' Election of Supervisors Held Pursuant to Section 190.006(2), Florida Statutes, and Providing for an Effective Date**

Ms. Suit presented Resolution 2025-01. She recapped the results of the Landowners' Election, as follows:

Seat 3	Reginald Tisdale	397 Votes	4-Year Term
Seat 4	Krystal Parsons	397 Votes	4-Year Term
Seat 5	Walter Preston	396 Votes	2-Year Term

**On MOTION by Mr. Walker and seconded by Ms. Parsons, with all in favor, Resolution 2025-01, Canvassing and Certifying the Results of the Landowners' Election of Supervisors Held Pursuant to Section 190.006(2), Florida Statutes, and Providing for an Effective Date, was adopted.**

**FIFTH ORDER OF BUSINESS**

**Acceptance of Resignation of David Brasher [Seat 2]**

Ms. Suit presented Mr. David Brasher's resignation.

**On MOTION by Ms. Parsons and seconded by Mr. Walker, with all in favor, the resignation of Mr. David Brasher from Seat 2, was accepted.**

**SIXTH ORDER OF BUSINESS**

**Consider Appointment to Fill Unexpired  
Term of Seat 2; Term Expires November  
2026**

Mr. Walker nominated Mr. James Motta to fill Seat 2. No other nominations were made.

**On MOTION by Mr. Walker and seconded by Mr. Tisdale, with all in favor, the appointment of Mr. James Motta to Seat 2, was approved.**

• **Administration of Oath of Office to Elected Supervisor**

Ms. Suit, a Notary of the State of Florida and duly authorized, administered the Oath of Office to Mr. James Motta. Mr. Motta is familiar with the items in the Supervisor's package.

**SEVENTH ORDER OF BUSINESS**

**Consideration of Resolution 2025-02,  
Electing and Removing Officers of the  
District and Providing for an Effective Date**

Ms. Suit presented Resolution 2025-02. Mr. Walker nominated the following:

Gary Walker	Chair
James Motta	Vice Chair
Krystal Parsons	Assistant Secretary
Reggie Tisdale	Assistant Secretary
Walter Preston	Assistant Secretary

No other nominations were made.

This Resolution removes the following from the Board:

David Brasher	Vice Chair
---------------	------------

The following prior appointments by the Board remain unaffected by the Resolution:

109	Craig Wrathell	Secretary
110	Kristen Suit	Assistant Secretary
111	Craig Wrathell	Treasurer
112	Jeff Pinder	Assistant Treasurer

113

114 **On MOTION by Mr. Walker and seconded by Mr. Tisdale, with all in favor,**  
115 **Resolution 2025-02, Electing, as nominated, and Removing Officers of the**  
116 **District and Providing for an Effective Date, was adopted.**

117

118

119 **EIGHTH ORDER OF BUSINESS**

**Consideration of E.T. Mackenzie Company  
of Florida, Inc. Change Order #7 PH 1-B  
[Increase Scope of Work by Adding PH 1B-  
2]**

120

121

122

123

124 Ms. Suit distributed additional E.T. Mackenzie Company of Florida, Inc. (ETM) Change  
125 Orders #8, #9 and #10 and a revised "Original Contract Total" spreadsheet listing Change Orders  
126 #1 through #10, which differs from the one in the agenda.

127 Mr. Tisdale stated that he and Mr. Mulock reviewed the Change Orders. The name in  
128 Change Order #10, for additional 5' wide sidewalks behind Item 8D and in the "Original  
129 Contract Total" spreadsheet, must be changed from Seaflower to Flower Fields. Another  
130 change order will be presented since the sidewalk slated for 5' wide increased to 6' wide. Mr.  
131 Walker stated that the original sidewalk was not in ETM's original contract.

132 Mr. Mulock presented Change Order #7. He thinks ETM's increasing unit price and  
133 quantity of materials are within reason and recommended approval of cost changes. He  
134 recalled Mr. Earlywine's direction that, if the District Engineer thinks the unit pricing is  
135 consistent with ETM's original contract and is satisfied with the quantities, it could be treated  
136 as a change order.

137 Mr. Mulock listed items ETM would need to complete in Phase 1-B1 before giving notice  
138 to proceed with Phase 1-B2.

139 Mr. Walker suggested, and the Board agreed, to approve Change Order #7 and to  
140 monitor where ETM is in completing Phase 1-B1, within the next 30 days before giving them a

notice to proceed with Phase 1-B2. He thinks ETM's unit prices for materials for Phase 1-B2 seems to be fair based on the analysis and indicated there is about \$2 million of direct material purchases. ETM's Change Orders in the first contract that had about \$6.5 million in direct material purchases and after reconciling and identifying over payments to the suppliers, he asked ETM to validate whether \$116,000 is truly a cost to the CDD or something that should be ETM's costs.

Mr. Walker suggested waiting until ETM completes Phase 1-B1 before determining if the CDD should do the direct material purchases for Phase 1B-2 or include it in ETM's contract. He suggested additional authorization for the motion to approve Change Order #7. Mr. Tisdale asked how the delays affect the 180-day fulfillment requirement.

Discussion ensued regarding expecting to deem the majority of the Phase 1-B1 project completed within the next 30-days, asking for the Maintenance of Traffic (MOT) schedule and a schedule for when they will start Cortez Road during the construction meeting scheduled this afternoon.

Mr. Tisdale stated that, per the Department of Transportation (DOT) permit, no work can commence until the HTMS cable is relocated to the north side of Cortez Road and it is operable.

**On MOTION by Mr. Walker and seconded by Mr. Tisdale, with all in favor, E.T. Mackenzie Company of Florida, Inc., Change Order #7 PH 1-B to Increase Scope of Work by Adding PH 1B-2, in the amount of \$10,723,883.16, subject to the Chair's determination, providing notice to proceed after consultation with the District Engineer and further subject to removal of any direct purchase materials in the Chair's discretion after consultation, was approved.**

▪ **Consideration of E.T. Mackenzie Company of Florida, Inc. Change Order #8, #9 and #10 PH 1-B**

**This item was an addition to the agenda.**

Mr. Tisdale presented ETM Change Orders #8, #9, and #10.

On MOTION by Mr. Walker and seconded by Mr. Tisdale, with all in favor, E.T. Mackenzie Company of Florida, Inc., Change Orders #8, #9 and #10 for Phase 1B, were approved.

**NINTH ORDER OF BUSINESS**

**Presentation of Audited Annual Financial Report for the Fiscal Year Ended September 30, 2023, Prepared by Berger, Toombs, Elam, Gaines & Frank**

Ms. Suit noted the pertinent information in the Audited Annual Financial Report for the Fiscal Year Ending September 30, 2023. It was a clean audit; there were no findings, recommendations, deficiencies on internal control or instances of noncompliance.

Mr. Walker stated he will confirm if the \$46,952 "Due to Developer" was paid and that this would not be in the next audit.

**A. Consideration of Resolution 2025-03, Hereby Accepting the Audited Annual Financial Report for the Fiscal Year Ended September 30, 2023**

On MOTION by Mr. Walker and seconded by Ms. Parsons, with all in favor, Resolution 2025-03, Hereby Accepting the Audited Annual Financial Report for the Fiscal Year Ended September 30, 2023, was adopted.

**TENTH ORDER OF BUSINESS**

**Consideration of Matters Regarding Combined Lake**

Mr. Earlywine presented the following:

- A. Ratification of Letter Regarding Combined Lake and Joint Use Agreement**
- B. Ratification of Recorded Amended and Restated Reciprocal Easement and Joint Use of Lake Agreement (with new legal)**
- C. Ratification of Quit Claim Deed for Portion of Combined Lake**

On MOTION by Mr. Walker and seconded by Mr. Tisdale, with all in favor, Ratification Items 6A through 6C regarding Combined Lake, as listed, were ratified.

- D. Authorization for Interlocal Agreement and Other Actions relating to Combined Lake**



Mr. Earlywine asked for authorization to proceed with entering into an Interlocal Agreement with Long Bar Pointe, LLP (LBP) or the HOA. This would be a new Interlocal Agreement with whatever entity LBP assigns as appropriate. The Agreement must be signed.

**On MOTION by Mr. Walker and seconded by Mr. Motta, with all in favor, the Interlocal Agreement and Other Actions relating to the Combined Lake, were approved.**

#### **ELEVENTH ORDER OF BUSINESS**

#### **Consideration of FPL LED Lighting Agreements**

Mr. Tisdale stated that the “dry utilities” comprised of all the cables, gas and power required executing multiple agreements with different providers, plus breaking up the project with Florida, Power & Light (FPL) into several subphases. There are FPL Agreements for residential services to all the lots, thoroughfares, lighting and backbone that resulted in having 10 Agreements with FPL, a good portion of which were already executed. He presented the following:

**A. Cortez Road West/75 Street [Phase N-1]**

**B. Cortez Road West/75 Street [Phase 1B1C]**

Mr. Walker stated he thinks street lighting will be part of the CDD’s Operations and Maintenance (O&M) budget. He designated him and Mr. Brasher to work with Ms. Suit on the Fiscal Year 2026 Field Operations budget.

Mr. Tisdale distributed and presented the following:

▪ **FPL Underground Distribution Facility Installation Agreement [Phase 1B-1C]**

**This item was an addition to the agenda.**

The Underground Distribution Facility Installation Agreement for 1B-1C was modified, resulting in a net zero payment.

Mr. Walker asked which FPL residential streetlight Agreements are not executed. Mr. Tisdale stated he is waiting on FPL to submit the Agreement for Phase N-1.

▪ **ZAO Group Construction Agreement**

**This item was an addition to the agenda.**

The cost to relocate the communications cable on the FPL poles in the right-of-way (ROW) is \$168,422.56.

Asked if the entire cost is part of Cortez Road, Mr. Tisdale replied affirmatively and suggested authorizing the Chair to execute the Agreement via DocuSign.

**On MOTION by Mr. Tisdale and seconded by Mr. Walker, with all in favor, the FPL LED Lighting Agreements for Cortez Road West/75 Street [Phase N-1] and Cortez Road West/75 Street [Phase 1B1C], FPL Underground Distribution Facility Installation Agreement [Phase 1B-1C] and the ZAO Group Construction Agreement, were approved.**

## **TWELFTH ORDER OF BUSINESS**

### **Ratification Items**

Ms. Suit presented the following:

#### **A. E.T. Mackenzie Company of Florida, Inc.**

##### **I. Agreement for Construction of Lake Flores, PH 1 Cortez Road Improvements**

**On MOTION by Mr. Walker and seconded by Mr. Motta, with all in favor, the E.T. Mackenzie Company of Florida, Inc. Agreement for Construction of Lake Flores, PH 1 Cortez Road Improvements, was ratified.**

##### **II. Agreement for Construction of Lake Flores Central and East Mitigation Nodes**

**On MOTION by Mr. Walker and seconded by Mr. Preston, with all in favor, the E.T. Mackenzie Company of Florida, Inc. Agreement for Construction of Lake Flores Central and East Mitigation Nodes, was ratified.**

#### **B. FPL LED Lighting Agreement [8116 Cortez Rd West]**

Mr. Tisdale stated this Agreement is specific to certain thoroughfare roads. Mr. Walker stated that Whitting Road will eventually be assigned to the County.

**On MOTION by Mr. Walker and seconded by Mr. Tisdale, with all in favor, the FPL LED Lighting Agreement for 8116 Cortez Rd West, was ratified.**

**C. Cortez75W Investors, LLC Funding Agreement [Central and East Mitigation Area]**

Mr. Walker stated that the CDD will bill Cortez75W Investor for the Central and East Mitigation Area instead of using the Crescent Hollow Bond issue.

Regarding the schedule, it was noted the contractor might be off by one week due to last week's rain event; early May is ETM's deadline to complete the work, because it has to be phased colliding with the Army Corp of Engineers permit that expires in July.

**On MOTION by Mr. Walker and seconded by Mr. Tisdale, with all in favor, the Cortez75W Investors, LLC Funding Agreement for the Central and East Mitigation Area, was ratified.**

**▪ Consideration of Florida Permitting Proposal Number 24071 West Mitigation Node 2024 Hurricane Season Impacts**

**This item was an addition to the agenda.**

Ms. Suit distributed and presented the Florida Permitting, Inc. Proposal Number 24071 that she received from Ms. Hattier yesterday.

**On MOTION by Mr. Walker and seconded by Mr. Tisdale, with all in favor, Florida Permitting, Inc. Proposal 24071 for West Mitigation Node 2024 Hurricane Season Impacts, in a not-to-exceed amount of \$15,000, was approved.**

**THIRTEENTH ORDER OF BUSINESS**

**Acceptance of Unaudited Financial Statements as of December 31, 2024**

Mr. Walker stated that a \$7 million payout requisition for the Series 2023 A-2 Bonds was submitted. He expects the final payout requisition of about \$6 million to be submitted in May.

Ms. Suit stated she will send the Florida Permitting, Inc. Proposal to Mr. Earlywine to prepare the CDD's standard form of Agreement.

**On MOTION by Mr. Walker and seconded by Ms. Parsons, with all in favor, the Unaudited Financial Statements as of December 31, 2024, were accepted.**

**FOURTEENTH ORDER OF BUSINESS****Approval of Minutes**

- A. October 7, 2024 Special Meeting**
- B. November 5, 2024 Landowners' Meeting**

<p><b>On MOTION by Ms. Parsons and seconded by Mr. Walker, with all in favor, the October 7, 2024 Special Meeting Minutes and the November 5, 2024 Landowners' Meeting Minutes, both as presented, were approved.</b></p>
---

**FIFTEENTH ORDER OF BUSINESS****Staff Reports**

- A. District Counsel: Kutak Rock LLP**
- B. District Engineer: ZNS Engineering, LC**  
District Counsel and District Engineer had nothing further to report.
- C. District Manager: Wrathell, Hunt and Associates, LLC**

- **NEXT MEETING DATE: TBD**

- **QUORUM CHECK**

Ms. Suit stated the next meeting date will be determined.

**SIXTEENTH ORDER OF BUSINESS****Board Members' Comments/Requests**

Regarding the Combined Lake and the Settlement Agreement, a Board Member stated that all the improvements that were required were completed and Long Bar Pointe is behind on its responsibilities. The Southwest Florida Water Management District (SWFWMD) and the County accepted the O&M of Combined Lake.

Mr. Tisdale asked if the CDD should prepare a Quit Claim Deed for the Western Mitigation Node, similar to the one behind Item 10C, or rely on the dedication. Mr. Walker stated it should be deeded over to the District.

Mr. Tisdale stated there is an Agreement with Wildland to manage the operation of the West Mitigation Node. Mr. Earlywine stated, if there is an easement on the plat the Fee Title

should be to the CDD. He was asked to prepare the Quit Claim Deed for the Western Mitigation Node for the next meeting.

Ms. Suit listed the names of people attending in person via telephone, excluding Board Members, as specified before the First Order of Business.

A Board Member stated that Mr. Mulock presented a recommendation on hurricane repairs that was shared with the cost share entities for Combined Lake; he expects to provide further updates at the next meeting. He received an estimate of just under \$100,000 to restore the lake bank and install an underlayment, sod and aquatic vegetation, to avoid the same occurrence at the south shore. He would like the project completed in the dry season.

**SEVENTEENTH ORDER OF BUSINESS****Public Comments**

No members of the public spoke.

**EIGHTEENTH ORDER OF BUSINESS****Adjournment**

**On MOTION by Mr. Walker and seconded by Ms. Parsons, with all in favor, the meeting adjourned at 12:32 p.m.**

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

364  
365  
366  
367  
368  
369

---

Secretary/Assistant Secretary

---

Chair/Vice Chair