

*Tohoqua Community
Development District*

Agenda

August 5, 2020

AGENDA

Tohoqua

Community Development District

219 East Livingston Street, Orlando, Florida 32801
Phone: 407-841-5524 – Fax: 407-839-1526

July 29, 2020

**Board of Supervisors
Tohoqua Community
Development District**

Dear Board Members:

The regular meeting of the Board of Supervisors of Tohoqua Community Development District will be held **Wednesday, August 5, 2020 at 9:00 AM via Zoom; by following this link <https://zoom.us/j/91220352985> or by calling in via (646) 876-9923 and entering the Meeting ID: 912 2035 2985.** Following is the advance agenda for the meeting:

1. Roll Call
2. Public Comment Period
3. Organizational Matters
 - A. Acceptance of Resignation of David Hulme
 - B. Appointment of Individual to Fulfill the Board Vacancy with a Term Ending November 2021
 - C. Administration of Oath of Office to Newly Appointed Supervisor
 - D. Consideration of Resolution 2020-07 Electing an Assistant Secretary
4. Approval of Minutes of the June 3, 2020 Meeting
5. Public Hearings
 - A. Consideration of Resolution 2020-08 Adopting the Fiscal Year 2021 Budget and Relating to the Annual Appropriations
 - B. Consideration of Resolution 2020-09 Imposing Special Assessments and Certifying an Assessment Role
 - C. Consideration of Resolution 2020-10 Adopting the Rules and Requirements for Developer Turnover of Public Property to the CDD
 - D. Consideration of Resolution 2020-11 Adopting the Rules and Requirements Related to Cost Recovery for Impacts to the Stormwater System
6. Consideration of Amenity Center Contracts
 - A. Cleaning Maintenance Agreement with Westwood Interior Cleaning, Inc.
 - B. Pool Maintenance Proposal with Roberts Pool Service and Repair, Inc.
 - C. Termite Control Agreement with ProStaff
 - D. Pest Control Agreement with ProStaff
 - E. Landscape Maintenance Agreement with Earth Tec
7. Consideration of Agreement for Underwriting Services with MBS Capital Markets, LLC
8. Discussion of Draft Amenity Policies
9. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. District Manager's Report
 - i. Approval of Check Register
 - ii. Balance Sheet and Income Statement
 - iii. Approval of Fiscal Year 2021 Meeting Schedule
10. Other Business
11. Supervisors Requests
12. Adjournment

The second order of business is the Public Comment Period where the public has an opportunity to be heard on propositions coming before the Board as reflected on the agenda, and any other items.

The third order of business is organizational matters. Section A is acceptance of resignation of David Hulme. Section B is appointment of individual to fulfill the Board Vacancy with a term ending November 2021. Section C is administration of oath of office to newly appointed supervisor. Section D is consideration of Resolution 2020-07 electing an assistant secretary. A copy of the resolution is enclosed for review.

The fourth order of business is the approval of the minutes of the June 3, 2020 Board of Supervisors meeting. The minutes are enclosed for your review.

The fifth order of business opens the public hearings. Section A is consideration of Resolution 2020-08 adopting the Fiscal Year 2021 budget and relating to the annual appropriations. A copy of the resolution is enclosed for your review. Section B is consideration of Resolution 2020-09 imposing special assessments and certifying an assessment role. A copy of the resolution is enclosed for your review. Section C is consideration of Resolution 2020-10 Adopting the Rules and Requirements for Developer Turnover of Public Property to the CDD. A copy of the resolution is enclosed for your review. Section D is consideration of Resolution 2020-11 Adopting the Rules and Requirements Related to Cost Recovery for Impacts to the Stormwater System. A copy of the resolution is enclosed for your review.

The sixth order of business is consideration of Amenity Center contracts. Section A is cleaning maintenance agreement with Westwood Interior Cleaning, Inc. A copy is enclosed for your review. Section B is pool maintenance proposal with Roberts Pool Service and Repair, Inc. A copy is enclosed for your review. Section C is termite control agreement with ProStaff. A copy is enclosed for your review. Section D is pest control agreement with ProStaff. A copy is enclosed for your review. Section E is landscape maintenance agreement with Earth Tec. A copy is enclosed for your review.

The seventh order of business is consideration of agreement for underwriting services with MBS Capital Markets, LLC. A copy of the agreement is enclosed for your review.

The eighth order of business is discussion of draft amenity policies. A copy of the draft policies are enclosed for your review.

The ninth order of business is Staff Reports. Section B is Attorney's report. Section 1 is an update on auditing requirements. Section C is the District Manager's Report. Section 1 includes approval of the check register being presented. Section 2 includes the balance sheet and income statement for review. Section 3 is approval of Fiscal Year 2021 meeting schedule.

The balance of the agenda will be discussed at the meeting. In the meantime, if you should have any questions, please contact me.

Sincerely,



George S. Flint
District Manager

CC: Jan A. Carpenter, District Counsel
Eric Warren, District Engineer
Mike Williams, Bond Counsel
Brett Sealy, Underwriter
Darrin Mossing, GMS

Enclosures

SECTION III

SECTION A

June 10, 2020

Board of Supervisors
Tohoqua Community Development District
c/o Governmental Management Services – Central Florida, LLC
135 West Central Boulevard, Suite 320
Orlando, Florida 32801

To Whom It May Concern,

Please be advised that I am resigning my position on the Tohoqua Community Development District Board of Supervisors effective June 10, 2020.

Sincerely,

A handwritten signature in black ink, appearing to read "D. Hulme". The signature is stylized with a large, looped "H" and a long, sweeping underline.

David Hulme

SECTION D

RESOLUTION 2020-07

**A RESOLUTION OF THE TOHOQUA COMMUNITY
DEVELOPMENT DISTRICT ELECTING
_____ AS ASSISTANT
SECRETARY OF THE BOARD OF SUPERVISORS**

WHEREAS, the Board of Supervisors of the Tohoqua Community District desires to elect _____ as an Assistant Secretary.

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

1. _____ is elected Assistant Secretary of the Board of Supervisors.

Adopted this 5th day of August, 2020.

Secretary/ Assistant Secretary

Chairman/Vice Chairman

SECTION IV

MINUTES OF MEETING
TOHOQUA
COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Tohoqua Community Development District was held on Wednesday, June 3, 2020 at 9:00 a.m., via Zoom Video Conferencing, pursuant to Executive Orders 20-52, 20-69 and 20-91 (as extended by Executive Order 20-112) issued by Governor DeSantis on March 9, 2020, March 20, 2020, April 1, 2020, and April 29, 2020 respectively, and pursuant to Section 120.54(5)(b)2., *Florida Statutes*.

Present and constituting a quorum were:

Andre Vidrine	Chairman
Marcus Hooker	Vice Chairman
James Dowd	Assistant Secretary
Jason Good	Assistant Secretary

Also present were:

Darrin Mossing	District Manager
Darrin Mossing, Jr.	GMS
Tricia Adams	GMS
Larissa Diaz	CALM, LLC
Marcia Calleja	CALM, LLC
Jan Carpenter	District Counsel
Kristen Trucco	Latham, Shuker, Edan & Beaudine, LLP
Eric Warren	District Engineer
Lance Bennett	Poulos & Bennett
Alan Scheerer	Field Manager

FIRST ORDER OF BUSINESS

Roll Call

Mr. Mossing called the meeting to order at 9:00 a.m. and called the roll. All Supervisors were present with the exception of Mr. Hulme who sent an email in advance stating that he was unable to attend.

SECOND ORDER OF BUSINESS

Public Comment Period

Mr. Mossing: This meeting was being held per various Executive Orders of the Governor to allow meetings to be held telephonically or by video conference, without having three Supervisors present in person. Jan, do I need to make any other disclosures about this meeting?

Ms. Carpenter: No. Just that it was advertised on the website and public comment is permitted via email, in person or by joining this meeting. That's about it. I think folks are aware of it.

THIRD ORDER OF BUSINESS

Approval of Minutes of the March 4, 2020 Meeting

Mr. Mossing: The minutes of the March 4, 2020 Meeting were included in your agenda package. If the Board has any questions, comments, additions or deletions, we can we take them. If not, we would ask for a motion to approve those minutes,

On MOTION by Mr. Vidrine seconded by Mr. Dowd with all in favor the minutes of the March 4, 2020 meeting were approved as presented.

FOURTH ORDER OF BUSINESS

Consideration of Resolution 2020-04 Approving the Proposed Fiscal Year 2021 Budget and Setting a Public Hearing

Mr. Mossing: This is the start of our budget process. We will be asking the Board to approve a Proposed Budget today by adopting Resolution 2020-04 and setting a public hearing for your August 5th Board of Supervisors meeting to formally adopt that budget. The District is required to have the Board approve a Proposed Budget by June 15th of each year and set a public hearing for formal adoption, no less than 60 days from the date of approval. Your August 5th meeting date is about 63 days from this meeting, which meets that requirement. We also have the assessment certification date requirements and per Osceola County, we must have final certification of our assessments by August 21st. So, the August meeting has to be the meeting that we have this public hearing. We are just asking the Board to approve this budget today. It can be changed throughout the budget process and even up to and at the public hearing in August; however, if the Board is planning to raise assessments from the current level, it requires additional notice requirements 21 days prior to that public hearing, but I don't believe in talking with the Chairman that increase is going to be considered. There are a couple of changes that

came in after the budget was published that we would like the Board to consider. One is the addition of \$1,200 per month for a Stormwater Management Inspector. There is a proposed increase in the wetland mitigation reporting from \$6,000 to \$26,000. That being said, I will now open up the floor to comments from the Board on the Proposed Budget. We will place this item on the agenda for further discussion at a future meeting. Does the Board have any questions or comments regarding that? Hearing none, I will add the questions from Mr. Hulme. He had two questions. One was about excess funds of the District. The District ended Fiscal Year 2019 with approximately \$46,000 as beginning fund balance. That money is part of our operating reserve. Basically, that money will be retained in the District to fund operating costs in the future. He also asked about our budgeting process where we present the Operating Budget as a build out budget of approximately \$1 million. If you look at our actuals, we are projecting less than \$500,000. For Fiscal Year 2021, we are proposing about the same or slightly higher in terms of operating expenses, but those discrepancies are really because the Amenity Center is not open at this time. So, some of those costs in the current year have come in a little lower than what was anticipated. This amenity will be open by October 1st for Fiscal Year 2021 on day one.

Mr. Vidrine: Absolutely.

Mr. Mossing: So, we think that the Fiscal Year 2021 budget was reflective of where our actual costs are likely to be. He wanted both of those items addressed at today's meeting. So, if the Board has no further questions or comments, we would ask for a motion to adopt Resolution 2020-04.

On MOTION by Mr. Vidrine seconded by Mr. Dowd with all in favor Resolution 2020-04 Adopting the Proposed Budget for Fiscal Year 2021 and Setting a Public Hearing for August 5, 2020 at 9:00 AM at the West Osceola Branch Library, 305 Campus Street, Kissimmee, Florida 34747, was approved.

FIFTH ORDER OF BUSINESS

Consideration of Resolution 2020-05 Setting a Public Hearing to Establish a Process for Developer Turnover of Public Property to the CDD

Mr. Mossing: This item was added to the agenda and circulated to the Board yesterday. Jan, do you want to cover this item and the next one?

Ms. Carpenter: Sure. Since we are a government, we have the same issue as any other government. It requires public notice and a hearing. That was the reason for the late addition to the agenda. We wanted to advertise this at the same time as the public hearing for the budget, so they all happen at the same time. This resolution sets a public hearing for developer turnover. This happens when there are bond issues. It also happens in the case of a developer developing an area where there are green spaces, or they construct a stormwater pond or anything else that needs to be turned over to the District. This sets the requirements for the developer to turnover what they have to give us, such as title work, warranties and how the process will work. It's good to put it in place now, particularly where there are multiple developers to make sure everyone has the same process. It also includes a fee, which is required to be set by public hearing to cover the administrative costs of the District in reviewing the application. The fee is set at a certain cost and if there are excess costs of the District, those will be charged to the developer. So, this is Rule Chapter 2 about developer conveyances. This public hearing would be set at the same time as the other public hearing in August and any input of the Board Members or the public can be incorporated into that rule before the public hearing and then the final rule would be adopted. So, today's action would be to set the public hearing with this basic rule so it can be advertised and then you can give us any additional input so we can have it ready to finalize in August.

Mr. Mossing: Jan, are you looking for approval of Resolution 2020-05?

Ms. Carpenter: Yes, setting the public hearing.

Mr. Mossing: We need a motion.

On MOTION by Mr. Vidrine seconded by Mr. Good with all in favor Resolution 2020-05 Setting a Public Hearing to Establish a Process for Developer Turnover of Public Property to the CDD on August 5, 2020 at 9:00 AM at the West Osceola Branch Library, 305 Campus Street, Kissimmee, Florida 34747, was approved.

SIXTH ORDER OF BUSINESS

Consideration of Resolution 2020-06 Setting a Public Hearing to Consider a Rule Related to Cost Recovery for Impacts to the Stormwater System

Ms. Carpenter: I think the one that was sent to you is what we updated to have the correct date. So, we will send Darrin a new resolution correcting the dates and some of the terminology.

This is the same process adopting rules of the District, which is a State regulation, just like any State agency adopts. This ties in with the additional cost of the stormwater system. Due to impacts to the stormwater system from construction or other actions when dirt and things get into the ponds, there are significant costs in street sweeping roads and getting silt out of the ponds. Since that cost is often attributable to a specific developer or construction project, it is equitable to have that developer pay that cost, rather than all of the landowners of the District. So, this rule sets up a cost recovery mechanism for the District Engineer. If there is a problem, they will go out and provide a report to the Board. That report will also go to the developer, so they have an opportunity to provide input. Then we will plan a way to have those costs recovered or paid for by the developer that caused the problem. Again, this action today is setting the hearing for August so it can be advertised, and any input of the public, developer and the Board, can be included in the rule. We would ask you to look at it and give us any input for the August meeting when the rule would be final. So, today's action would be a motion to set the public hearing under Resolution 2020-06.

On MOTION by Mr. Vidrine seconded by Mr. Good with all in favor Resolution 2020-06 Setting a Public Hearing to Consider a Rule Related to Cost Recovery for Impacts to the Stormwater System for August 5, 2020 at 9:00 AM at the West Osceola Branch Library, 305 Campus Street, Kissimmee, Florida 34747, was approved.

SEVENTH ORDER OF BUSINESS

Ratification of Environmental Resource Permit Transfer

Mr. Mossing: Andre, I'm not sure who the best person is to cover that item.

Mr. Vidrine: We transferred the permit to the District for the associated pond system. It's been built, constructed and completed. This is the permit transfer to the District.

Mr. Mossing: Is there any further discussion? If not, we need a motion to ratify.

On MOTION by Mr. Vidrine seconded by Mr. Hooker with all in favor the environmental resource permit transfer was ratified.

EIGHTH ORDER OF BUSINESS**Ratification of Agreement for Lighting Service with the Kissimmee Utility Authority**

Mr. Mossing: That Street Lighting Agreement was enclosed in your agenda. I think it's a standard form agreement that the Chair executed on behalf of the District. Are there are any questions or comments? If not, we would ask for a motion to ratify that agreement.

On MOTION by Mr. Vidrine seconded by Mr. Dowd with all in favor the Agreement for Lighting Service with the Kissimmee Utility Authority was ratified.

NINTH ORDER OF BUSINESS**Review and Acceptance of Fiscal Year 2019 Draft Audit Report**

Mr. Mossing: The audit was included in your agenda package. I would like to highlight a few items in that report and ask the Board for a motion to accept it. On the first page after the table of contents, is the Independent Auditor's Report. If you look at the bottom of that page under, "*Opinion,*" it states, "*In our opinion, the financial statements referred to above present fairly in all material respects, the respected financial position of the governmental activities in each major fund of the District as of September 30, 2019, and the respective changes in the financial position, thereof, for the fiscal year then ended in accordance with accounting principles generally accepted in the United States of America.*" Basically, that is a clean opinion of your financial records of the District. There are a couple of other letters in back of your audit report that I would like to highlight, which starts on Page 23. The first is the "*Independent Auditor's Report on Internal Control over Financial Reporting and Compliance of Other Matters.*" Under the paragraph labeled, "*Internal Control over Financial Reporting,*" the last sentence of the third paragraph states, "*During our audit, we did not identify any deficiencies in internal control that we consider to be a material weakness.*" Under the next heading, "*Compliance and Other Matters,*" the last sentence at the bottom of the page states, "*The results of our tests disclosed no instances of non-compliance or other matters that are required to be reported under governmental auditing standards.*" The last report is the auditor's "*Management Letter,*" which states that there were no current year findings and recommendations. If there were any issues that needed to be brought to the Board of Supervisors attention regarding this

financial audit, that's where they would've reported that information. There is nothing to report, so that's a very good audit report. If the Board has any questions regarding the actual numbers in the audit report, I would be happy to address those. If not, we would ask for a motion to accept that audit.

On MOTION by Mr. Vidrine seconded by Mr. Dowd with all in favor accepting the Fiscal Year 2019 Draft Audit Report was approved.

TENTH ORDER OF BUSINESS

Staff Reports

A. Attorney

Ms. Carpenter: We don't have anything else to add. Thanks.

B. Engineer

Mr. Warren: Good morning. I don't have anything new to report, but I'm available for questions.

Mr. Mossing: Are there any questions for the District Engineer? Hearing none,

C. District Manager's Report

i. Approval of Check Register

Mr. Mossing: The Check Register from February 25, 2020 through May 20, 2020 in the amount of \$87,973.95 was included in your agenda package. If the Board has any questions or comments, we can take them? If not, we would ask for a motion to approve Checks #131 through 160 for accounts payable and for payroll, Checks #5020 through 50,023, for a total of \$87,973.95. If the Board has any questions or comments, I would be happy to address those. If not, I would ask for approval of that Check Register.

On MOTION by Mr. Vidrine seconded by Mr. Good with all in favor the Check Register from February 25, 2020 through May 20, 2020 in the amount of \$87,973.95 was approved.

ii. Balance Sheet and Income Statement

Mr. Mossing: This is for the Board's information only. If the Board has any questions regarding the unaudited financial statements, I would be happy to address those. It's always nice to report that we are 100% collected on our assessments through the Tax Collector and 100% collected on our direct assessments. So, it's always good to report that.

iii. Presentation of Number of Registered Voters – 55

Mr. Mossing: As of April 15, 2020, the District has 55 registered voters. Each year, the District is required to report that number. It's important as it relates to the District's election process. Once the District reaches six years from establishment and 250 registered voters, the Board begins to transition from landowner's election to general election by registered voters living within the District. That is just for the Board's information. Is Marcia on the line?

Ms. Calleja: Yes, I'm right here.

Mr. Mossing: Marcia, you are not listed on the agenda. Do you have any update on the amenity and how things are going?

Ms. Calleja: As far as the amenity, I just have the update that I sent earlier this week over to Andre about the installs and the wiring. Government Management Services (GMS) completed about 90% of the wiring for the buildings, but we have to wait for Modern Security Systems to complete or get almost close to complete the work, so we don't ruin any of the work that they are doing. With that being said, Modern Security Systems has been out there. They started on Wednesday, May 20th and completed about 90% of the Gym. They are trenching a line between the two buildings. Then he is going to order some equipment to connect to all of the wiring. As a courtesy, we had a GMS employee onsite with Modern Security Systems, overseeing their work. When I have more updates, I will let everybody know.

Mr. Mossing: Great. Alan, do you have a field report?

Mr. Scheerer: Yes. We visit the site quite frequently, monitoring the lake and the contractor that has been out there. As you can tell, we have a lot of water and it looks like there is a lot more coming. So, we will keep an eye on that as far as aquatic maintenance. Some Palm trees needed to be replaced. We replaced them through 3D Tree. We have another tree that looks like it is failing. When they do the landscape installation at the Clubhouse, they will be replacing that last tree. I appreciate everybody's help during the budget process in helping us to come up with some redefined numbers, but other than that, I think everything is in good shape.

Mr. Mossing: Okay.

Mr. Scheerer: I am out there on a regular basis. I live close by. If anybody needs anything, please give me a call.

Mr. Mossing: Great. That's all we have under the Manager's Report. Does the Board have any further questions? Hearing none,

ELEVENTH ORDER OF BUSINESS

Other Business

Mr. Mossing: Is there any other business? Hearing none,

TWELFTH ORDER OF BUSINESS

Supervisors Requests

There being none, the next item followed.

THIRTEENTH ORDER OF BUSINESS

Adjournment

Mr. Mossing: If there's nothing further, we need a motion to adjourn.

On MOTION by Mr. Vidrine seconded by Mr. Hooker with all in favor the meeting was adjourned.
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Secretary / Assistant Secretary

Chairman / Vice Chairman

SECTION V

SECTION A

RESOLUTION 2020-08

THE ANNUAL APPROPRIATION RESOLUTION OF THE TOHOQUA COMMUNITY DEVELOPMENT DISTRICT (THE “DISTRICT”) RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2020, AND ENDING SEPTEMBER 30, 2021.

WHEREAS, the District Manager has, prior to the fifteenth (15th) day in June, 2020, submitted to the Board of Supervisors (the “Board”) a proposed budget for the next ensuing budget year along with an explanatory and complete financial plan for each fund of the Tohoqua Community Development District, pursuant to the provisions of Section 190.008(2)(a), Florida Statutes; and

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

WHEREAS, the Board set August 5, 2020, as the date for a public hearing thereon and caused notice of such public hearing to be given by publication pursuant to Section 190.008(2)(a), Florida Statutes; and

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF TOHOQUA COMMUNITY DEVELOPMENT DISTRICT;

Section 1. Budget

- a. That the Board of Supervisors has reviewed the District Manager’s Proposed Budget, a copy of which is on file with the office of the District Manager and at the District’s Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.
- b. That the District Manager’s Proposed Budget, attached hereto as Exhibit “A,” as amended by the Board, is hereby adopted in accordance with the provisions of

Section 190.008(2)(a), Florida Statutes, and incorporated herein by reference; provided, however, that the comparative figures contained in the adopted budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures for Fiscal Year 2020 and/or revised projections for Fiscal Year 2021.

- c. That the adopted budget, as amended, shall be maintained in the office of the District Manager and at the District's Records Office and identified as "The Budget for Tohoqua Community Development District for the Fiscal Year Ending September 30, 2021," as adopted by the Board of Supervisors on August 5, 2020.

Section 2. Appropriations

There is hereby appropriated out of the revenues of the Tohoqua Community Development District, for the fiscal year beginning October 1, 2020, and ending September 30, 2021, the sum of \$ _____ to be raised by the levy of assessments and/or otherwise, which sum is deemed by the Board of Supervisors to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

TOTAL GENERAL FUND	\$ _____
TOTAL DEBT SERVICE FUND	\$ _____
TOTAL ALL FUNDS	\$ _____

Section 3. Supplemental Appropriations

The Board may authorize by resolution, supplemental appropriations or revenue changes for any lawful purpose from funds on hand or estimated to be received within the fiscal year as follows:

- a. Board may authorize a transfer of the unexpended balance or portion thereof of any appropriation item.
- b. Board may authorize an appropriation from the unappropriated balance of any fund.
- c. Board may increase any revenue or income budget amount to reflect receipt of any additional unbudgeted monies and make the corresponding change to appropriations or the unappropriated balance.

The District Manager and Treasurer shall have the power within a given fund to authorize the transfer of any unexpected balance of any appropriation item or any portion thereof, provided such transfers do not exceed Ten Thousand (\$10,000) Dollars or have the effect of causing more than 10% of the total appropriation of a given program or project to be transferred previously approved transfers included. Such transfer shall not have the effect of causing a more than

\$10,000 or 10% increase, previously approved transfers included, to the original budget appropriation for the receiving program. Transfers within a program or project may be approved by the Board of Supervisors. The District Manager or Treasurer must establish administrative procedures which require information on the request forms proving that such transfer requests comply with this section.

Introduced, considered favorably, and adopted this 5th day of August, 2020.

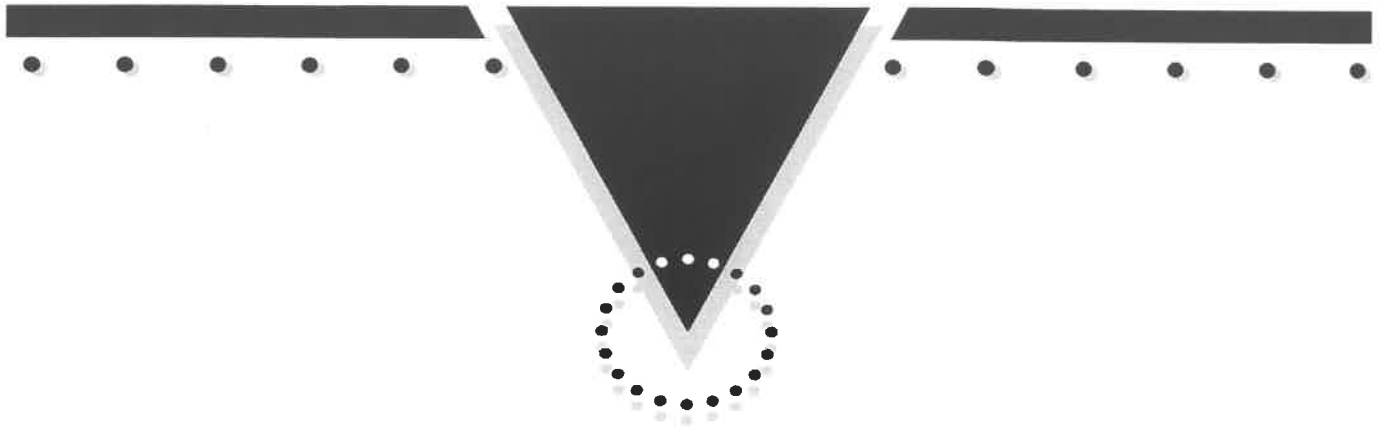
ATTEST:

**TOHOQUA COMMUNITY
DEVELOPMENT DISTRICT**

Secretary

By:_____

Its:_____



Tohoqua Community Development District

**Proposed Budget
FY 2021**



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Tohoqua
Community Development District
Proposed Budget
General Fund
Fiscal Year 2021

Description	Adopted Budget FY2020	Actual thru 6/30/20	Projected Next 3 Months	Total thru 9/30/20	Proposed Budget FY2021
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Revenues

Developer Contributions	\$624,018	\$0	\$90,221	\$90,221	\$699,813
Assessments - Tax Collector (Platted)	\$228,349	\$228,671	\$0	\$228,671	\$228,349
Assessments - Direct (Unplatted)	\$107,047	\$107,047	\$0	\$107,047	\$115,755
Special Events Revenue	\$0	\$0	\$2,500	\$2,500	\$12,000

Total Revenues	\$959,413	\$335,718	\$92,721	\$428,438	\$1,055,916
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Expenditures

Administrative

Supervisor Fees	\$9,600	\$800	\$2,400	\$3,200	\$9,600
FICA Expense	\$734	\$61	\$180	\$241	\$734
Engineering	\$12,000	\$1,586	\$3,000	\$4,586	\$12,000
Attorney	\$25,000	\$6,096	\$6,250	\$12,346	\$25,000
Annual Audit	\$3,500	\$3,300	\$0	\$3,300	\$3,500
Assessment Administration	\$5,000	\$5,000	\$0	\$5,000	\$5,000
Arbitrage	\$600	\$0	\$450	\$450	\$1,200
Dissemination	\$5,000	\$3,750	\$1,250	\$5,000	\$10,000
Trustee Fees	\$3,717	\$3,717	\$0	\$3,717	\$7,435
Management Fees	\$36,050	\$27,038	\$9,013	\$36,050	\$36,050
Information Technology	\$2,400	\$900	\$300	\$1,200	\$2,400
Telephone	\$300	\$0	\$75	\$75	\$300
Postage	\$1,000	\$195	\$250	\$445	\$1,000
Insurance	\$5,500	\$5,125	\$0	\$5,125	\$5,700
Printing & Binding	\$1,000	\$180	\$250	\$430	\$1,000
Legal Advertising	\$3,800	\$433	\$2367	\$3800	\$3800
Other Current Charges	\$1,000	\$155	\$250	\$405	\$1,000
Office Supplies	\$625	\$30	\$156	\$186	\$625
Dues, Licenses & Subscriptions	\$175	\$175	\$0	\$175	\$175
Total Administrative:	\$117,001	\$59,541	\$26,191	\$85,732	\$126,519

Operations & Maintenance

Contract Services

Field Management	\$20,000	\$1,600	\$500	\$2,100	\$20,000
Amenities Management	\$75,000	\$1,860	\$900	\$2,760	\$360,000
Landscape Maintenance	\$350,000	\$7,800	\$3,691	\$11,491	\$350,000
Lake Maintenance	\$1,620	\$8120	\$4050	\$2,170	\$8,080
Wetland Maintenance	\$5,000	\$0	\$600	\$1,600	\$6,000
Wetland Mitigation Reporting	\$6,000	\$0	\$600	\$600	\$6,000
Pool Maintenance	\$12,500	\$0	\$500	\$500	\$20,000
Pest Control	\$600	\$0	\$80	\$280	\$780
Janitorial Services	\$12,500	\$0	\$775	\$8,775	\$35,100
Subtotal:	\$497,800	\$119,260	\$71,896	\$191,157	\$522,360

Repairs & Maintenance

Landscape Replacement	\$25,000	\$720	\$6250	\$12,970	\$25,000
Irrigation Repairs	\$2,000	\$0	\$500	\$500	\$2,000
Stormwater Inspections	\$0	\$0	\$360	\$360	\$1,400
General Repairs & Maintenance	\$1,000	\$375	\$250	\$3,625	\$1,000
Operating Supplies	\$1,000	\$0	\$50	\$250	\$500
Road & Sidewalk Maintenance	\$1,500	\$0	\$375	\$375	\$300
Signage	\$250	\$201	\$63	\$63	\$250
Walls - Repair/Cleaning	\$1,500	\$0	\$375	\$375	\$300
Fencing	\$250	\$0	\$63	\$63	\$250
Subtotal:	\$32,500	\$10,296	\$11,725	\$22,021	\$62,400

Tohoqua
Community Development District
Proposed Budget
General Fund
Fiscal Year 2021

Description	Adopted Budget FY2020	Actual thru 6/30/20	Projected Next 3 Months	Total thru 9/30/20	Proposed Budget FY2021
Utilities					
Pool - Electric	\$15,000	\$0	\$3,750	\$3,750	\$15,000
Pool - Water	\$600	\$0	\$150	\$150	\$600
Electric	\$10,000	\$132	\$2,500	\$2,632	\$10,000
Water & Sewer	\$57,500	\$11,279	\$14,375	\$25,654	\$57,500
Streetlights	\$75,000	\$12,416	\$18,750	\$31,166	\$75,000
Gas	\$6,000	\$0	\$1,500	\$1,500	\$6,000
Subtotal:	\$164,100	\$23,827	\$41,025	\$64,852	\$164,100
Amenities					
Property Insurance	\$20,000	\$1,820	\$10,000	\$11,820	\$20,000
Pool Attendants	\$12,500	\$0	\$3,125	\$3,125	\$12,500
Security Patrol	\$0	\$0	\$0	\$0	\$30,000
Pool Repairs & Maintenance	\$9,000	\$0	\$2,250	\$2,250	\$9,000
Pool Permits	\$750	\$0	\$325	\$325	\$325
Trash Collection	\$6,000	\$0	\$1,500	\$1,500	\$6,000
Telephone	\$1,250	\$0	\$313	\$313	\$1,250
Cable/Internet	\$3,750	\$0	\$938	\$938	\$3,750
Access Cards & Equipment Supplies	\$1,250	\$0	\$1,000	\$1,000	\$4,000
Fire Alarm & Security Monitoring	\$17,500	\$0	\$250	\$250	\$1,000
Fire Alarm & Security Monitoring Repairs	\$0	\$0	\$750	\$750	\$3,000
Fire Extinguisher Inspections	\$0	\$0	\$38	\$38	\$150
Amenity Signage	\$0	\$0	\$500	\$500	\$2,000
Repairs & Maintenance	\$17,500	\$0	\$4,375	\$4,375	\$17,500
Office Supplies	\$2,500	\$0	\$625	\$625	\$2,500
Special Events	\$12,500	\$9,191	\$3,000	\$12,191	\$12,000
Termite Bond	\$750	\$0	\$2,082	\$2,082	\$300
Holiday Décor	\$2,500	\$1,085	\$0	\$1,085	\$15,000
Subtotal:	\$107,750	\$12,096	\$31,070	\$43,166	\$140,275
Other					
Contingency	\$25,000	\$0	\$6,250	\$6,250	\$25,000
Capital Reserve	\$15,262	\$0	\$15,262	\$15,262	\$15,262
Subtotal:	\$40,262	\$0	\$21,512	\$21,512	\$40,262
Total Operations & Maintenance:	\$842,412	\$165,479	\$177,228	\$342,707	\$929,397
Total Expenditures	\$959,413	\$225,019	\$203,419	\$428,438	\$1,055,916
Excess Revenues/(Expenditures)	\$0	\$110,698	(\$110,698)	\$0	\$0

Land Use	Assessment Per Unit	Developed Units	Gross Assessment*	Net Assessment
Commercial**	\$228.00	0	\$0.00	\$0.00
Hotel**	\$228.00	0	\$0.00	\$0.00
Apartments**	\$228.00	0	\$0.00	\$0.00
Townhome	\$498.00	101	\$50,298.00	\$47,280.12
Duplex/Garden	\$498.00	0	\$0.00	\$0.00
32	\$584.00	0	\$0.00	\$0.00
40	\$730.00	69	\$50,370.00	\$47,347.80
45	\$822.00	97	\$79,734.00	\$74,949.96
50	\$913.00	0	\$0.00	\$0.00
55	\$1,004.00	61	\$61,244.00	\$57,569.36
65	\$1,187.00	0	\$0.00	\$0.00
70	\$1,278.00	1	\$1,278.00	\$1,201.32
Totals		329	\$242,924.00	\$228,348.56

*Includes 6% for early payment discount and collection cost.
***Net of 6% for early payment discount and collection cost.

**Per unit is 25% of Single Family 50' since they will have their own amenity facilities

Tohoqua

Community Development District

GENERAL FUND BUDGET

REVENUES:

Developer Contributions

The District will enter into a Funding Agreement with the Developer to Fund the General Fund expenditures for the Fiscal Year.

Assessments

The District will levy a non-ad valorem assessment on all the assessable property within the District in order to pay for the operating expenditures during the fiscal year.

Special Events Revenue

Represents fees collected by the onsite management company related to various special events operated by the District.

EXPENDITURES:

Administrative:

Supervisor Fees

Chapter 190, Florida Statutes, allows for each Board member to receive \$200 per meeting, not to exceed \$4,800 per year paid to each Supervisor for the time devoted to District business and meetings.

FICA Expense

Represents the Employer's share of Social Security and Medicare taxes withheld from Board of Supervisor checks.

Engineering

The District's engineer will be providing general engineering services to the District, e.g. attendance and preparation for monthly board meetings, review invoices and various projects as directed by the Board of Supervisors and the District Manager.

Attorney

The District's legal counsel will be providing general legal services to the District, e.g. attendance and preparation for monthly meetings, preparation for Board meetings, preparation and review of agreements, resolutions, and other research as directed by the Board of Supervisors and the District Manager.

Tohoqua

Community Development District

GENERAL FUND BUDGET

Annual Audit

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

Assessment Administration

The District will contract to levy and administer the collection of non-ad valorem assessment on all assessable property within the District.

Arbitrage

The District will contract with an independent certified public accountant to annually calculate the District's Arbitrage Rebate Liability on the Series 2018 Special Assessment Revenue Bonds and the anticipated bond issuance for the Phase 2 project.

Dissemination

The District is required by the Security and Exchange Commission to comply with Rule 15c2-12(b)(5) which relates to additional reporting requirements for unrated bond issues.

Trustee Fees

The District issued Series 2018 Special Assessment Revenue Bonds that are deposited with a Trustee at USBank. The projected fees also include the anticipated bond issuance for the Phase 2 project.

Management Fees

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

Information Technology

Represents costs related to District's accounting and information systems, District's website creation and maintenance, electronic compliance with Florida Statutes and other electronic data requirements.

Telephone

Telephone and fax machine.

Tohoqua
Community Development District
GENERAL FUND BUDGET

Postage

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

Insurance

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

Printing & Binding

Printing and binding agenda packages for board meetings, printing of computerized checks, stationary, envelopes etc.

Legal Advertising

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

Other Current Charges

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

Office Supplies

Miscellaneous office supplies.

Dues, Licenses & Subscriptions

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

Operations & Maintenance:

Contract Services:

Field Management

Represents the estimated costs of onsite field management of contracts for the District such as landscape and lake maintenance. Services to include onsite inspections, meetings with contractors, monitoring of utility accounts, attend Board meetings and receive and respond to property owner phone calls and emails.

Tohoqua

Community Development District

GENERAL FUND BUDGET

Amenities Management

The District has contracted with Community Association and Lifestyle Management, LLC to provide amenity center management services, amenity operations services and programming services.

Landscape Maintenance

Represents the estimated maintenance of the landscaping within the common areas of the District after the installation of landscape material has been completed. The District is currently contracted with Earth Tec for these services.

Lake Maintenance

Represents estimated costs for maintenance to all lakes the District must maintain within District boundaries. The District is currently contracted with Applied Aquatic Management for these services.

Wetland Maintenance

The District will incur costs related to maintaining wetlands located throughout the District.

Wetland Mitigation Monitoring

The District will incur costs for scheduled monitoring of mitigation areas located throughout the District. The amounts are estimated.

Pool Maintenance

Represents estimated costs of regular cleaning and treatments of the pools within the District.

Pest Services

The District will incur costs for pest control treatments to its amenity facilities.

Janitorial Services

Represents estimated costs to provide janitorial services and supplies for the District's amenity facilities.

Tohoqua
Community Development District
GENERAL FUND BUDGET

Repairs & Maintenance

Landscape Replacement

Represents estimated costs related to the replacement of any landscaping needed throughout the fiscal year.

Irrigation Repairs

The District will incur costs related to repairing and maintaining its irrigation systems. The amount is based on estimated costs.

Stormwater Inspections

Represents the estimated costs of inspecting the stormwater systems on a monthly basis.

General Repairs & Maintenance

Represents estimated costs for the general repairs and maintenance of various facilities throughout the District.

Operating Supplies

Represents estimated costs of supplies purchased for operating and maintaining common areas.

Road & Sidewalk Maintenance

The District will incur costs related to maintaining the roads and sidewalks within its boundaries. The amount is estimated.

Signage

Represents estimated costs to replace miscellaneous signs throughout the fiscal year.

Walls – Repair/Cleaning

Represents estimated costs of repairing and cleaning walls maintained by the District.

Fencing

Represents estimated costs for maintaining fences during the fiscal year.

Tohoqua
Community Development District
GENERAL FUND BUDGET

Utilities:

Pool - Electric

Represents estimated electric charges for the District's pool.

Pool – Water

Represents estimated water charges for the District's pool.

Electric

Represents estimated electric charges of common areas throughout the District.

Water & Sewer

Represents estimated costs for water and refuse services provided for common areas throughout the District.

Streetlights

Represents the cost to maintain street lights within the District Boundaries that are expected to be in place throughout the fiscal year.

Gas

Represents estimated gas services provided at the amenity facilities.

Amenities:

Property Insurance

The District will incur fees to insure items owned by the District for its property needs. Coverage is provided by Florida Insurance Alliance (FIA). FIA specializes in providing insurance coverage for government agencies.

Pool Attendants

Represents the estimated cost of having pool attendants during certain times throughout the operating season for the pool.

Security Patrol

The District will contract with a vendor to provide security services throughout the fiscal year.

Tohoqua
Community Development District
GENERAL FUND BUDGET

Pool Repairs & Maintenance

Estimated miscellaneous pool maintenance costs not included under the District's regular pool agreement.

Pool Permits

Represents annual costs of required pool permits paid to the Florida Department of Health.

Trash Collection

Represents estimated trash removal services.

Telephone

Represents the estimated operating telephone costs incurred by the District.

Cable/Internet

Represents the estimated cost of providing cable and internet services to the District's amenities.

Access Cards & Equipment Supplies

Represents the estimated cost for providing and maintaining an access card system.

Fire Alarm & Security Monitoring

Represents estimated costs of maintaining fire alarm and security systems for the amenity facilities within the District.

Fire Alarm & Security Monitoring Repairs

Represents estimated costs of maintaining and repairing the fire alarm and security systems.

Fire Extinguisher Inspections

Represents the annual cost of inspecting the fire extinguishers.

Amenity Signage

Represents estimated costs to obtain amenity signage necessary throughout the fiscal year.

Tohoqua

Community Development District

GENERAL FUND BUDGET

Repairs & Maintenance

Represents estimated costs for general repairs and maintenance of the District's amenities.

Office Supplies

Represents the cost of daily office supplies required by the District to facilitate operations.

Special Events

The onsite management company for the District will coordinate and provide various special events throughout the year. The amount represents estimated costs related to supplies, notices and other items to run these events.

Termite Bond

The District will incur annual fees for the termite bonds of its amenity facilities.

Holiday Décor

The District will incur costs related to the decoration of common areas during the Holidays.

Other:

Contingency

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

Capital Reserve

The District will fund an annual amount for future cost related to replacement and repair of capital assets of the District. Upon completion, the District may have a Capital Reserve study prepared to ensure annually funding levels are sufficient.

Tohoqua
Community Development District
Proposed Budget
Capital Reserve Fund
Fiscal Year 2021

Description	Adopted Budget FY2020	Actual thru 6/30/20	Projected Next 3 Months	Total thru 9/30/20	Proposed Budget FY2021
<u>Revenues</u>					
Transfer In	\$15,262	\$0	\$15,262	\$15,262	\$15,262
Carry Forward Surplus	\$0	\$0	\$0	\$0	\$15,262
Total Revenues	\$15,262	\$0	\$15,262	\$15,262	\$30,524
<u>Expenditures</u>					
Capital Outlay	\$0	\$0	\$0	\$0	\$0
Total Expenditures	\$0	\$0	\$0	\$0	\$0
Excess Revenue (Expenditures)	\$15,262	\$0	\$15,262	\$15,262	\$30,524

Tohoqua
Community Development District
Proposed Budget
Debt Service Fund
Fiscal Year 2021

Description	Adopted Budget FY2020	Actual thru 6/30/20	Projected Next 3 Months	Total thru 9/30/20	Proposed Budget FY2021
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Revenues

Special Assessments	\$137,458	\$137,647	\$0	\$137,647	\$137,458
Interest	\$0	\$108	\$20	\$128	\$0
Carry Forward Surplus	\$61,193	\$61,619	\$0	\$61,619	\$63,209
Total Revenues	\$198,651	\$199,374	\$20	\$199,394	\$200,667

Expenditures

Interest Payment - 11/01	\$50,593	\$50,593	\$0	\$50,593	\$49,770
Principal Payment - 05/01	\$35,000	\$5,000	\$0	\$35,000	\$5,000
Interest Payment - 05/01	\$50,593	\$50,593	\$0	\$50,593	\$49,770
Total Expenditures	\$136,185	\$136,185	\$0	\$136,185	\$134,540
Excess Revenues/(Expenditures)	\$ 62,466	\$63,189	\$20	\$63,209	\$66,127

1. Carry forward surplus is net of Reserves.

Interest 11/1/21 \$48,948

Net Assessments \$137,458
Add: Discounts & Collection \$8,774
Gross Assessments \$146,232

Product Type	No. of Units	Annual Debt Service	Per Unit Net Debt Assessment	Per Unit Gross Debt Assessment
Townhouse	101	\$28,482	\$282	\$300
Single-Family 40'	69	\$28,509	\$413	\$440
Single-Family 45'	97	\$45,088.51	\$465	\$495
Single-Family 55'	61	\$34,655	\$568	\$604
Single-Family 70'	1	\$723	\$723	\$769
	329	\$137,458		

**Tohoqua Community Development District
Series 2018, Special Assessment Revenue Bonds
(Term Bonds Combined)**

Amortization Schedule

Date	Balance	Principal	Interest	Annual
11/1/20	\$ 2,095,000	\$ -	\$ 49,770	\$ 135,363
5/1/21	\$ 2,095,000	\$ 35,000	\$ 49,770	\$ -
11/1/21	\$ 2,060,000	\$ -	\$ 48,948	\$ 133,718
5/1/22	\$ 2,060,000	\$ 40,000	\$ 48,948	\$ -
11/1/22	\$ 2,020,000	\$ -	\$ 48,008	\$ 136,955
5/1/23	\$ 2,020,000	\$ 40,000	\$ 48,008	\$ -
11/1/23	\$ 1,980,000	\$ -	\$ 47,068	\$ 135,075
5/1/24	\$ 1,980,000	\$ 45,000	\$ 47,068	\$ -
11/1/24	\$ 1,935,000	\$ -	\$ 46,010	\$ 138,078
5/1/25	\$ 1,935,000	\$ 45,000	\$ 46,010	\$ -
11/1/25	\$ 1,890,000	\$ -	\$ 44,953	\$ 135,963
5/1/26	\$ 1,890,000	\$ 45,000	\$ 44,953	\$ -
11/1/26	\$ 1,845,000	\$ -	\$ 43,895	\$ 133,848
5/1/27	\$ 1,845,000	\$ 50,000	\$ 43,895	\$ -
11/1/27	\$ 1,795,000	\$ -	\$ 42,720	\$ 136,615
5/1/28	\$ 1,795,000	\$ 50,000	\$ 42,720	\$ -
11/1/28	\$ 1,745,000	\$ -	\$ 41,545	\$ 134,265
5/1/29	\$ 1,745,000	\$ 55,000	\$ 41,545	\$ -
11/1/29	\$ 1,690,000	\$ -	\$ 40,253	\$ 136,798
5/1/30	\$ 1,690,000	\$ 55,000	\$ 40,253	\$ -
11/1/30	\$ 1,635,000	\$ -	\$ 38,960	\$ 134,213
5/1/31	\$ 1,635,000	\$ 60,000	\$ 38,960	\$ -
11/1/31	\$ 1,575,000	\$ -	\$ 37,550	\$ 136,510
5/1/32	\$ 1,575,000	\$ 60,000	\$ 37,550	\$ -
11/1/32	\$ 1,515,000	\$ -	\$ 36,140	\$ 133,690
5/1/33	\$ 1,515,000	\$ 65,000	\$ 36,140	\$ -
11/1/33	\$ 1,450,000	\$ -	\$ 34,613	\$ 135,753
5/1/34	\$ 1,450,000	\$ 70,000	\$ 34,613	\$ -
11/1/34	\$ 1,380,000	\$ -	\$ 32,968	\$ 137,580
5/1/35	\$ 1,380,000	\$ 70,000	\$ 32,968	\$ -
11/1/35	\$ 1,310,000	\$ -	\$ 31,323	\$ 134,290
5/1/36	\$ 1,310,000	\$ 75,000	\$ 31,323	\$ -
11/1/36	\$ 1,235,000	\$ -	\$ 29,560	\$ 135,883
5/1/37	\$ 1,235,000	\$ 80,000	\$ 29,560	\$ -
11/1/37	\$ 1,155,000	\$ -	\$ 27,680	\$ 137,240

**Tohoqua Community Development District
Series 2018, Special Assessment Revenue Bonds
(Term Bonds Combined)**

Amortization Schedule

Date	Balance	Principal	Interest	Annual
5/1/38	\$ 1,155,000	\$ 80,000	\$ 27,680	\$ -
11/1/38	\$ 1,075,000	\$ -	\$ 25,800	\$ 133,480
5/1/39	\$ 1,075,000	\$ 85,000	\$ 25,800	\$ -
11/1/39	\$ 990,000	\$ -	\$ 23,760	\$ 134,560
5/1/40	\$ 990,000	\$ 90,000	\$ 23,760	\$ -
11/1/40	\$ 900,000	\$ -	\$ 21,600	\$ 135,360
5/1/41	\$ 900,000	\$ 95,000	\$ 21,600	\$ -
11/1/41	\$ 805,000	\$ -	\$ 19,320	\$ 135,920
5/1/42	\$ 805,000	\$ 100,000	\$ 19,320	\$ -
11/1/42	\$ 705,000	\$ -	\$ 16,920	\$ 136,240
5/1/43	\$ 705,000	\$ 105,000	\$ 16,920	\$ -
11/1/43	\$ 600,000	\$ -	\$ 14,400	\$ 136,320
5/1/44	\$ 600,000	\$ 110,000	\$ 14,400	\$ -
11/1/44	\$ 490,000	\$ -	\$ 11,760	\$ 136,160
5/1/45	\$ 490,000	\$ 115,000	\$ 11,760	\$ -
11/1/45	\$ 375,000	\$ -	\$ 9,000	\$ 135,760
5/1/46	\$ 375,000	\$ 120,000	\$ 9,000	\$ -
11/1/46	\$ 255,000	\$ -	\$ 6,120	\$ 135,120
5/1/47	\$ 255,000	\$ 125,000	\$ 6,120	\$ -
11/1/47	\$ 130,000	\$ -	\$ 3,120	\$ 134,240
5/1/48	\$ 130,000	\$ 130,000	\$ 3,120	\$ -
11/1/48	\$ -	\$ -	\$ -	\$ 133,120
Totals		\$ 2,095,000	\$ 1,747,520	\$ 3,928,113

SECTION B

RESOLUTION 2020-09

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TOHOQUA COMMUNITY DEVELOPMENT DISTRICT IMPOSING SPECIAL ASSESSMENTS AND CERTIFYING AN ASSESSMENT ROLL; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the District is located in Osceola County, Florida (the “County”); and

WHEREAS, the District has constructed or acquired various infrastructure improvements and provides certain services in accordance with the District’s adopted Improvement Plan and Chapter 190, Florida Statutes; and

WHEREAS, the Board of Supervisors of the District (“Board”) hereby determines to undertake various operations and maintenance activities described in the District’s budget for Fiscal Year 2020-2021 (“Operations and Maintenance Budget”), attached hereto as Exhibit “A” and incorporated by reference herein; and

WHEREAS, the District must obtain sufficient funds to provide for the operation and maintenance of the services and facilities provided by the District as described in the District’s budget for Fiscal Year 2020-2021; and

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

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

WHEREAS, The District has previously levied an assessment for debt service, which the District desires to collect on the tax roll for platted lots pursuant to the Uniform Method and which is also indicated on Exhibit “A”; and

WHEREAS, Chapter 197, Florida Statutes, provides a mechanism pursuant to which such special assessments may be placed on the tax roll and collected by the local tax collector (“Uniform Method”); and

WHEREAS, the District has previously evidenced its intention to utilize this Uniform Method; and

WHEREAS, the District has approved an Agreement with the Tax Collector of the County to provide for the collection of the special assessments under the Uniform Method; and

WHEREAS, it is in the best interests of the District to proceed with the imposition of the special assessments; and

WHEREAS, it is in the best interests of the District to adopt the Assessment Roll of the Tohoqua Community Development District (the "Assessment Roll") attached to this Resolution as Exhibit "B" and incorporated as a material part of this Resolution by this reference, and to certify the Assessment Roll on platted property to the County Tax Collector pursuant to the Uniform Method; and

WHEREAS, it is in the best interests of the District to permit the District Manager to amend the Assessment Roll, certified to the County Tax Collector by this Resolution, as the Property Appraiser updates the property roll for the County, for such time as authorized by Florida law.

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

SECTION 1. BENEFIT. The provision of the services, facilities, and operations as described in Exhibit "A" confer a special and peculiar benefit to the lands within the District, which benefits exceed or equal the costs of the assessments. The allocation of the costs to the specially benefitted lands is shown in Exhibits "A" and "B."

SECTION 2. ASSESSMENT IMPOSITION. A special assessment for operation and maintenance as provided for in Chapter 190, Florida Statutes, is hereby imposed and levied on benefitted lands within the District in accordance with Exhibits "A" and "B." The lien of the special assessments for operations and maintenance imposed and levied by this Resolution shall be effective upon passage of this Resolution.

SECTION 3. COLLECTION. The collection of the operation and maintenance special assessments shall be at the same time and in the same manner as County taxes in accordance with the Uniform Method. The District shall also collect its previously levied debt service assessment pursuant to the Uniform method, as indicated on Exhibits "A" and "B."

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

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

amendment of the Assessment Roll, the District Manager shall file the updates to the tax roll in the District records.

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

SECTION 7. EFFECTIVE DATE. This Resolution shall take effect upon the passage and adoption of this Resolution by the Board of Supervisors of the Tohoqua Community Development District.

PASSED AND ADOPTED this 5th day of August, 2020.

ATTEST:

**TOHOQUA COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/ Assistant Secretary

By: _____

Its: _____

SECTION C

RESOLUTION 2020-10

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TOHOQUA COMMUNITY DEVELOPMENT DISTRICT ADOPTING CHAPTER II: RULES AND REQUIREMENTS FOR THE ACQUISITION, ACCEPTANCE AND/OR CONVEYANCE OF PUBLIC IMPROVEMENTS AND REAL PROPERTY FROM DEVELOPERS; ESTABLISHING A RATE STRUCTURE/FEEES FOR THE DISTRICT'S COST OF REVIEW OF SUCH CONVEYANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Tohoqua Community Development District ("District") is a local unit of special purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated in the Osceola County, Florida; and

WHEREAS, Chapter 190, *Florida Statutes*, authorizes the District to adopt rules & procedures to govern the administration of the District and to adopt resolutions as may be necessary for the conduct of District business; and

WHEREAS, the Board of Supervisors finds that it is in the best interests of the District to adopt by resolution Chapter II: Rules and Requirements for the Acquisition, Acceptance and/or Conveyance of public improvements and real property from Developers; establishing a rate structure/fees for the District's cost of review of such conveyances, attached hereto as **Exhibit A** for immediate use and application; and

WHEREAS, the Board of Supervisors has complied with applicable Florida law concerning rule development and adoption.

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

SECTION 1. The attached Chapter II: Rules and Requirements for the Acquisition, Acceptance and/or Conveyance of public improvements and real property from Developers; establishing a rate structure/fees for the District's cost of review of such conveyances, is hereby adopted. These rules shall stay in full force and effect until such time as the Board of Supervisors may amend these rules in accordance with Chapter 190, *Florida Statutes*.

SECTION 2. This resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 5th day of August, 2020.

ATTEST:

**TOHOQUA COMMUNITY DEVELOPMENT
DISTRICT**

Print Name: _____
Secretary/Assistant Secretary

Chairman/Vice Chairman

Exhibit A: Chapter II: Rules and Requirements for the Acquisition, Acceptance and/or Conveyance of public improvements and real property from Developers; establishing a rate structure/fees for the District's cost of review of such conveyances

EXHIBIT “A”
RULE CHAPTER II

**RULES OF THE
TOHOQUA COMMUNITY DEVELOPMENT DISTRICT**

CHAPTER II

**ACQUISITION, ACCEPTANCE AND/OR CONVEYANCE OF PUBLIC
IMPROVEMENTS AND REAL PROPERTY FROM DEVELOPERS**

PURPOSE. The purpose of this Rule Chapter is to establish regulations pertaining to the acquisition, acceptance and/or conveyance of improvements and real property (generally referred to as “Public Property”) from Developers within the District; providing definitions, including the types of property allowed to be acquired; to provide requirements for such property transfers; and to create a rate structure/fee for the District’s cost of review of such conveyances providing procedures for requested waivers of these regulations; and providing an effective date.

**PART I
GENERAL PROVISIONS APPLICABLE TO
TOHOQUA COMMUNITY DEVELOPMENT DISTRICT
PROPERTY ACQUISITION**

SECTION 1. The Tohoqua Community Development District does hereby establish uniform policies and comprehensive fees for the acquisition or acceptance of “Public Property” from Developers within the District.

SECTION 2 – DEFINITIONS.

2.1 **Application:** As set forth in Schedule “A” to this Chapter IV, a completed Application Form, as may be amended from time to time, with all required attachments.

2.2 **Application Fee:** A fee established by the District to defray the cost of (i) reviewing the Application and related material, and (ii) accepting the Public Property and adding it to the District asset rolls.

2.3 **Public Property:** Real and/or personal property and improvements owned by a Developer, but intended to be conveyed to the District for public ownership, use,

operation and maintenance as a part of the District's overall infrastructure project, that will provide a special benefit to landowners within the District and is amendable to public entity ownership.

2.4 Developer: An entity which owns lands within the District on which it has constructed, or intends to construct, residential and/or commercial developments.

2.5 District: The Tohoqua Community Development District as defined in Section 2.7.

2.6 Engineer: The consulting engineering firm retained by the District to perform some or all duties of the District Engineer.

2.7 Tohoqua Community Development District: An independent special district and a political subdivision of the State of Florida created pursuant to Chapter 190 of the Florida Statutes.

2.8 Terms "Shall" and "May": As used herein, the word "may" is permissive, and the word "shall" is mandatory.

SECTION 3 – GENERAL.

3.1 It is the general policy of the District, and a requirement of this Rule, that the District shall accept certain Public Property for which a Developer desires to transfer ownership to the District if such property is (i) within the scope of the District's "Project" as described in any Trust Indenture associated with bonds issued by the District, as may be amended from time to time by the District, or (ii) is deemed by the District to serve a public purpose and to be a benefit to the landowners of the District. The District may accept Public Property that is necessary to complete the infrastructure of, and to operate, the District, is allowable by law, provides a special benefit to the landowners within the

District, and the acceptance of which the District finds to be in the best interest of the District. Upon acceptance of ownership of such Public Property, the District shall operate and/or maintain such property in compliance with the District's standards for all other District assets.

3.2 The Developer may apply to the District for acceptance by the District of Public Property by completing the Application form as set forth in Schedule "A", a copy of which is attached hereto, as the same may be amended from time to time. Three (3) copies of the completed Application, along with three (3) sets of all required attachments, should be submitted to the District Manager by the Developer (also referred to herein as the "Applicant"); upon receipt by the District Manager, their office will send one (1) complete copy to the District's attorney and one (1) complete copy to the District Engineer (if the District Engineer has prepared the Application they need not receive a copy). A copy of the Application may also be sent by the District Manager to each member of the Board of Supervisors. Applications must be submitted by the legal owner of the Public Property, together with all other parties having a legal ownership interest in the property, that is the subject of the Application. The District Manager may agree to accept the Application and attachments via email, in the sole discretion of the District Manager.

3.3 The District shall accept Public Property by Warranty Deed or Special Warranty Deed, as determined solely by the District, (for real property) and/or Bill of Sale (for personal property) in form satisfactory to the District and customary to the type of improvement(s), if applicable. Applicant must provide an affidavit, satisfactory to the District, indicating that the costs of all labor and materials furnished and used in

construction of the improvements have been paid in full and that there are no mechanic's, materialmen's or laborer's liens and no unpaid bills for such work or materials. An owner's policy of title insurance (or, at the District's discretion, an ownership and encumbrance title report) shall be issued to the District, upon request by the District, in a form and amount reasonably acceptable to the District and at the Applicant's expense, for real property interests. If requested by the District, the Applicant shall provide a survey of real property to the District meeting the requirements of the District's staff. In the event the District is acquiring real or personal property for value, and if requested by the District, the Applicant shall provide an appraisal or "appraisal letter", dated within one (1) year of the submission of the Application, prepared by an M.A.I. certified appraiser, or other evidence of valuation acceptable to the District, establishing the value of the property subject to the proposed transfer. The Applicant shall provide any easements required by the District, as well as execute a written agreement whereby the Applicant agrees to pay, when a tax bill is issued, any and all ad-valorem taxes or assessments levied against the subject property for the year in which the property is conveyed to the District. If maintenance bonds were required by any governing jurisdiction for the improvements, the Applicant shall provide copies of such maintenance bonds with evidence that the bonds have been endorsed or otherwise transferred to the District and that the District has been listed as dual obligee on each bond. The Applicant must provide the District with an assignment of all warranties, contract rights and any other enforceable rights of the Applicant which are related or applicable to the improvements, as well as copies of any permits, plans, as-built surveys or other documentation related or applicable to the subject property or improvements.

3.4 The District shall collect an Application Fee of \$1,500.00, subject to increase for actual cost, to defray the District's costs of reviewing the Application, accepting the property and adding the property to the District's assessment and asset rolls. The \$1,500.00 Application Fee shall be submitted with the Application; no Applications shall be accepted without the Application Fee. Any costs incurred by the District in excess of \$1,500.00 must be paid in full by the Applicant on or before the date the District accepts the Public Property. This Application Fee is intended for the sole purpose of covering costs incurred by the District associated with reviewing and processing the Application; any additional expenses incurred by the Developer in conjunction with the Application, such as costs associated with title work, surveys, appraisals, etc., shall be the Developer's sole responsibility and are in addition to the Fee set forth herein.

3.5 In the event the District determines, in its sole discretion, that the cost of operating and/or maintaining the Public Property cannot be accommodated in the adopted budget in effect at the time of transfer, the Developer shall be required to fund all projected operation and/or maintenance requirements for the Public Property from the date of transfer up through the date when the next fiscal year's tax assessment funds are collected and made available to the District. The District Manager shall compute such operation and/or maintenance costs, and the full payment of such costs (or other mutually acceptable arrangement) must be made before the District accepts the Property. Any funds collected in excess of actual maintenance costs associated with the Public Property will be refunded to the Applicant upon request by the Developer.

3.6 The District Engineer shall review all Applications to determine if the property and/or improvements meet the engineering specifications and requirements, if any, of the District and applicable governmental entities, and to ensure the property and/or improvements otherwise meets the standards applicable to similar District properties. The District Engineer shall assure that any permits or approvals necessary for the Public Property shall be assigned or transferred to the District. The District Engineer's review may require additional information from the Applicant (at the sole cost and expense of the Applicant) if, in the sole discretion of the District Engineer, this information is necessary or appropriate to determine a property's and/or an improvement's acceptability, condition or value.

3.7 District staff shall review the Application and, if it meets the requirements of the District, shall recommend to the Board of Supervisors that the property be accepted by the District. The District may return an Application to the Applicant if it is incomplete, is unsatisfactory, or if the Applicant is in default of any of its other obligations to the District, or has any past due financial obligations to the District (whether they be fees, assessments or monies due of any kind), irrespective of whether such obligation is related to the property which is the subject of the pending Application).

3.8 When a Developer has utilized the services of the engineering, planning or similar firm or company that also acts as District Engineer for any project situated within the District (whether such services concern the Developer's property at issue or are provided in conjunction with the construction of improvements), or that the information required to be submitted under this Rule is not applicable to the particular improvement or property, Developer may request that the District waive such requirements. The

District may consider such requests and if the District finds it is prudent or expedient to do so, the District may modify or eliminate any of the requirements of such a Developer set forth herein relating to the transfer of such parcel of Public Property.

Effective Date: _____

RE CDD ACCEPTANCE # _____

SCHEDULE "A"

TOHOQUA COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR ACCEPTANCE OF REAL PROPERTY AND/OR IMPROVEMENTS

1. Applicant Name and Address:

2. Property Address/Description of Property: *(include name of subdivision)*

Subdivision: _____
Street Address: _____
General Description: _____

3. Legal Description of Property:

4. Improvements Located on the Property: *(include detailed description of improvements, dates of construction, costs of construction, name of contractor(s), engineer(s), etc.; attach copies of as-built drawings, as applicable)*

5. Description of all Warranties, Permits, Contracts, etc. Applicable to the Improvements: *(attach copies)*

6. Estimated Operation and Maintenance Costs: *(include detailed description of all operation and maintenance requirements, actual and projected maintenance costs, any issues concerning such maintenance, and any and all existing contracts for the maintenance of the Property)*

7. Maintenance Bonds: *(include copies of all maintenance bonds; include proposed endorsement to the District and dual obligee rider)*

Original Signature of Applicant

By: _____

Print: _____

Title: _____

The following attachments must be included with this Application:

1. Draft conveyance document (deed or bill of sale, as applicable)
2. Draft affidavit of no liens
3. Title work concerning the Property (as applicable and if required)
4. Survey with legal description (if required)
5. Appraisal or appraisal letter providing estimated value of property (if required)
6. Drafts of any required easements
7. Draft of agreement regarding the payment of ad-valorem taxes (if applicable)
8. Copies of all warranties from contractors, subcontractors and suppliers and proposed assignment of same to the District
9. Copies of all maintenance bonds with proposed endorsement and dual obligee rider
10. "As-built" drawings for all improvements
11. Copies of all applicable permits and utility certifications
12. Design basis for infrastructure and all related calculations
13. Application Fee – minimum payment of \$1,500.00 made payable to Tohoqua Community Development District

For Office Use Only:

- | | | |
|-----|-------|--|
| I. | _____ | Date Application received by District Manager. |
| | _____ | Copy sent to District Counsel, District Engineer and Board of Supervisors. |
| II. | _____ | Date property accepted by Board of Supervisors. |

SECTION D

RESOLUTION 2020-11

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TOHOQUA COMMUNITY DEVELOPMENT DISTRICT ADOPTING CHAPTER III: RULES AND REQUIREMENTS FOR THE COST RECOVERY OF FEES AND COSTS RELATED TO THE STORMWATER MANAGEMENT SYSTEMS WITHIN THE DISTRICT; ESTABLISHING A RATE STRUCTURE/FEES FOR THE DISTRICT'S REMEDIAL ACTIONS AND ASSESSMENT OF IMPACTS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Tohoqua Community Development District ("District") is a local unit of special purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated in the Osceola County, Florida; and

WHEREAS, Chapter 190, *Florida Statutes*, authorizes the District to adopt rules & procedures to govern the administration of the District and to adopt resolutions as may be necessary for the conduct of District business; and

WHEREAS, the Board of Supervisors finds that it is in the best interests of the District to adopt by resolution Chapter III: Rules and Requirements for the cost recovery of fees and costs related to the stormwater management systems within the District; establishing a rate structure/fees for the District's remedial actions and assessment of impacts, attached hereto as **Exhibit A** for immediate use and application; and

WHEREAS, the Board of Supervisors has complied with applicable Florida law concerning rule development and adoption.

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

SECTION 1. The attached Chapter III: Rules and Requirements for the cost recovery of fees and costs related to the stormwater management systems within the District; establishing a rate structure/fees for the District's remedial actions and assessment of impacts, is hereby adopted. These rules shall stay in full force and effect until such time as the Board of Supervisors may amend these rules in accordance with Chapter 190, *Florida Statutes*.

SECTION 2. This resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 5th day of August, 2020.

ATTEST:

**TOHOQUA COMMUNITY DEVELOPMENT
DISTRICT**

Print Name: _____
Secretary/Assistant Secretary

Chairman/Vice Chairman

Exhibit A: Chapter III: Rules and Requirements for the cost recovery of fees and costs related to the stormwater management systems within the District; establishing a rate structure/fees for the District's remedial actions and assessment of impacts

EXHIBIT “A”

RULE CHAPTER III

**RULES OF THE
TOHOQUA COMMUNITY DEVELOPMENT DISTRICT**

CHAPTER III

**COST RECOVERY AND FEES FOR IMPACTS TO
DISTRICT STORMWATER MANAGEMENT SYSTEMS**

PURPOSE. The purpose of this Rule Chapter is to establish requirements for the payment of fees and costs related to negative impacts to the operation and maintenance of the stormwater management systems within the District, including the recovery of costs incurred by the District for fines, penalties and/or remedial actions necessary to maintain permitting and legal compliance; and providing an effective date.

**PART I
GENERAL PROVISIONS APPLICABLE TO
TOHOQUA COMMUNITY DEVELOPMENT DISTRICT
STORMWATER AND DRAINAGE MANAGEMENT SYSTEM FEES**

SECTION 1. The Tohoqua Community Development District does hereby establish a uniform and comprehensive policy for the payment of fees and costs related to negative impacts to the operation and maintenance of the stormwater management systems within the District, including the recovery of costs incurred by the District for fines, penalties and/or remedial actions necessary to maintain permitting and legal compliance.

SECTION 2 – DEFINITIONS.

2.1 Developer(s): An entity which owns lands within the District on which it has constructed, or intends to construct, residential and/or commercial developments.

2.2 District: The Tohoqua Community Development District, as defined in Section 2.6.

2.3 Engineer: The consulting engineering firm retained by the District to perform some or all duties of the District Engineer.

2.4 Fees: The fees, costs, expenses, etc., plus the administrative charge described in Section 3.2.

2.5 Stormwater Management Systems: Stormwater and drainage management systems within the District, including wet detention stormwater treatment ponds, control structures, swales, inlets, manholes and storm pipes, and any other properties or improvements related thereto, or covered by permits related to such systems of the District.

2.6 Tohoqua Community Development District: An independent special district and a political subdivision of the State of Florida created pursuant to Chapter 190 of the Florida Statutes.

2.7 Terms “Shall” and “May”: As used herein, the word “may” is permissive, and the word “shall” is mandatory.

SECTION 3 – GENERAL PROVISIONS APPLICABLE TO THE RECOVERY OF FEES RELATED TO THE STORMWATER SYSTEMS.

3.1 It is the general policy of the District, and a requirement of this Rule, that (i) a Developer which has caused negative impacts to the operation and maintenance of the Stormwater Management Systems within the District, shall pay for all costs related to such impacts, including the recovery of costs incurred by the District for fines, penalties and/or remedial actions necessary to maintain permitting and legal compliance, and (ii) it is deemed by the District that the Stormwater Management System serves an important public purpose and is a benefit to all landowners of the District.

3.2 A Developer which has caused or contributed to any such negative impacts (which are generally, but are not limited to, those caused by construction operations), shall be charged the Fees, which shall include all reasonable costs and expenses incurred, or to be incurred by the District, to remedy the impacts, including but not limited to: any

remedial actions, clean-up costs, repairs to and replacement of improvements and landscaping, street cleaning charges, inspections, consultant fees, engineering fees, permitting fees, fines and penalties. In addition, the Developer shall be charged an administrative charge of \$750 for the District's handling of the remedial action and assessment of impacts.

3.3 The District Engineer shall review all Fees to be charged to a Developer by the District related to the Stormwater Management Systems to ensure that the remedial actions and costs are reasonable and the repairs or restored system will meet the engineering specifications and requirements, if any, of the District and applicable governmental entities.

SECTION 4 – PROCEDURE FOR DETERMINATION OF NEGATIVE IMPACTS TO THE STORMWATER MANAGEMENT SYSTEMS AND PROCESS FOR INVOICING DEVELOPER

4.1 If the District is advised or becomes aware of negative impacts to the Stormwater Management Systems that require remedial actions or cause fines, penalties, or the like to be incurred by the District, the District Engineer shall inspect the Stormwater Management Systems and all operations and activities in the neighboring areas of the District to determine if the effects are attributable to a Developer. A report of the District Engineer's findings shall be presented to the District in written form (the "Report"). If the Report determines that the negative impacts are attributable to a Developer and costs are to be incurred by the District to respond to the impacts, the Report shall be presented to the District's Board of Supervisors at a regular public meeting of the District (the "Meeting"). A copy of the Report shall also be submitted to the Developer in at least fourteen (14) days in advance of the Meeting. In the event damages are caused to the Stormwater

Management Systems by more than one Developer, the District Engineer shall provide in its report a reasonable method for apportioning the Fees among the responsible parties.

4.2 If the District Engineer requests assistance (or determines that he/she does not have the capacity to perform the inspection requested by the District), the District shall retain a qualified consultant to perform such inspections and make the determination and reporting.

4.3 The District's Board of Supervisors shall consider the Report and shall allow the Developer an opportunity to provide input at the Meeting. If the District's Board of Supervisors accepts the District Engineer's recommendation, the District Manager shall compile a list of the Fees and provide a summary invoice to the Developer, together with support for all costs listed therein for the recovery of Fees (the "Invoice").

4.4 The Invoice shall be due and payable to the District by the Developer in full within thirty (30) days.

Effective Date: _____

SECTION VI

SECTION A

CLEANING MAINTENANCE AGREEMENT

This agreement executed this ____ day of _____, 2020 by TOHOQUA CDD., owner, and WESTWOOD INTERIOR CLEANING INC., contractor shall include:

TERM: The term of the agreement shall commence on **August 6th, 2020** and shall continue in full force and effect until **August 6, 2021**. Payment is due within 30 days of receipt of each statement from WESTWOOD INTERIOR CLEANING INC. Billing is to be monthly or twice per month, as per determined by TOHOQUA CDD, billing procedure, and is in arrears.

RENEWAL: This agreement shall automatically renew at the end of the above term unless written notice is received by either party 30 days prior to the ending date. This agreement may be terminated by either party with 30 days written notice.

MAINTAINING THE FLOORS:

1. **VACUUMING:** All carpeted areas will be vacuumed with a commercial vacuum, which utilizes a water filtration system that eliminates dust returning to the air. All tile, hardwood and vinyl floors will also be vacuumed to eliminate dirt or dust. Vacuuming of the carpeted areas will be done last, and vacuuming is done backwards so that no vacuum tracks or footprints are left on the carpet.
1. **MOPPING:** All tile, hardwood and vinyl floors will be mopped. The mop system used by WESTWOOD INTERIOR CLEANING INC. is safe for all floors because it uses a smaller amount of water, and the water is immediately suctioned off the floor with a specially designed squeegee. Any scuffmarks left on the floors will be removed.
1. **EXTRAS:** Any extras, such as waxing gym floor, carpet shampooing, and carpet spot removal; will be billed as additional services by WESTWOOD INTERIOR CLEANING INC. when requested.

MAINTAINING THE WINDOWS:

1. **CLEANING:** All interior windows are to be cleaned as needed to maintain a neat and clean appearance. All entry and exit glass doors will be cleaned each and every service. All (hardscape) exterior windows will be cleaned every week.

BASIC MAINTENANCE:

1. **DUSTING:** All surfaces will be dusted. All wood surfaces will be dusted and polished to maintain a "new" appearance. All glass surfaces will be dusted and cleaned with Windex, or equivalent, to a streak-free shine. All lamps, knick-knacks, pictures and decorations will also be dusted as necessary to keep them dust free. Office desks will be cleaned and dusted when work papers are either off the desk or piled neatly as to not lose or disrupt work papers.
1. **KITCHENS:** All countertops and surfaces will be wiped down to maintain a clean appearance. All appliances will be kept in a clean and "new" appearance. All sinks will be wiped down and all chrome and brass will be polished.
1. **BATHROOMS:** All countertops and surfaces will be wiped down to maintain a clean appearance. The toilets will be kept clean, spotless and germ free. All sinks will be wiped down and all chrome and brass will be polished. Any mirrors will be cleaned and kept streak-free. Showers and saunas will be cleaned each service to keep a sanitary condition and to keep from hard water and soap scum buildup.
1. **FURNITURE:** Interior furniture will be vacuumed as needed to maintain a "new" appearance. Upon completion of cleaning, all chairs will be placed neatly around desks and tables.
1. **REMOVAL OF TRASH:** WESTWOOD INTERIOR CLEANING INC will remove all trash from clubhouse and pool area and new bags will be provided and replaced. Trash not in basket will not be removed unless clearly marked trash or in a predetermined location for trash. Trash to be placed in on-site dumpster.
1. **EXTERIOR:** WESTWOOD INTERIOR CLEANING INC will sweep off Clubhouse entry area. Pool deck and furniture to be maintained by Tohoqua staff. (Note - Approximately once per year service of pool chairs recommended to keep mildew from building up. Cost to be determined by severity of need.)
1. **MISCELLANEOUS:** Windowsills and mini-blinds will be kept dust free. Baseboards will be kept free from dust and dirt. Ceiling fans will be cleaned periodically to maintain a neat clean appearance. Westwood will communicate any problems with clubhouse or pool area to clubhouse staff.
1. **WESTWOOD INTERIOR CLEANING INC** also honors the following guarantee:
 - a. Should a problem occur, WESTWOOD INTERIOR CLEANING INC will be out within 24 hours to correct the problem, GUARANTEED.
 - b. If you are not satisfied with a service provided by WESTWOOD INTERIOR CLEANING INC, and it is not corrected as stated above, you will not be billed for that service, GUARANTEED.

MISCELLANEOUS:

1. EMPLOYEE APPEARANCE: All employees shall wear uniforms in order to present a neat appearance, and to identify them to residents and to security.
1. HOURS: WESTWOOD INTERIOR CLEANING INC will provide service after hours as to not disturb normal business activities.
1. SECURITY: WESTWOOD INTERIOR CLEANING INC utilizes a number system for all keys so that at no time are keys identified by anything other than a number. All keys are kept at our office behind a locked door until the day of service and the key is needed to access the unit.
1. UNUSUAL OCCURRENCES: In the event of unusual or unreasonable damage caused by vandalism, storms, fire, hurricane or acts of nature which are beyond the control of WESTWOOD INTERIOR CLEANING INC, the repair and replacement of any items will be performed or contracted by WESTWOOD INTERIOR CLEANING INC as an additional expense based on a written proposal.
2. HOLIDAYS: Any services scheduled on the following holidays will be billed at double the regular daily rate: Christmas Eve, Christmas Day, New Years Eve and Thanksgiving Day.
1. INSURANCE: WESTWOOD INTERIOR CLEANING INC maintains Worker's Compensation Insurance as statutorily required, Comprehensive General Liability Insurance with a combined single limit per occurrence of \$1,000,000 and Automobile Bodily Injury and Property Damage Liability insurance in an amount not less than \$1,000,000. We also are bonded for \$25,000.

COMPENSATION:

TOHOQUA HOMEOWNERS ASSOCIATION., agrees to pay WESTWOOD INTERIOR CLEANING INC. a fee of ONE HUNDRED THIRTY-FIVE Dollars and NO/100 (\$135.00) per clean for the Tohoqua Clubhouse. Prices based on cleaning five times per week, due within 30 days of receipt. OR a fee of ONE HUNDRED SIXTY Dollars and NO/100 (\$160.00) per clean for the Tohoqua Clubhouse when cleaned Three times per week. Due within 30 days of receipt.

Tohoqua CDD

Date

 7/10/2020

Westwood Interior Cleaning Inc. Date

SECTION B

Date To Begin _____

PROPOSAL AND ACCEPTANCE

Serving Central Florida since 1977

SECTION C

**TERMITE CONTROL CUSTOMER AGREEMENT**

Customer Name TOHOQUA CCD Source _____
 Covered Premises (Address) 1830 FULFILLMENT DR
 City KISSIMIEE State FL Zip Code 34744
 Billing Address 219 E LIVINGSTON ST ORLANDO FL 32801
 Telephone No. 407 841 5524 EXT 123 Work Phone _____
 E-mail address LDIA7@GMSCLFL.COM

PRO-STAFF

Termite & Pest Control, LLC.

- ☒ 6211 Edgewater Drive, Orlando, Florida 32810 • 407-292-7378
☐ 705 W. State Road 434, Ste. E, Longwood, Florida 32750 • 407-331-7378
 www.prostaffpestcontrol.com • toll free 1-800-688-7869

This agreement covers only the premises specified above and cannot be transferred to a new address.

Effective date 8/6/20

TYPE OF AGREEMENT: Note graph and specifications sheet.

☒ Preventive

(No. infestation signs)

☐ Presumptive

(affected wood but no live termites)

☐ Existing

(affected wood and live termites)

TYPE OF COVERAGE: Indicate service offered.

☐ Retreatment warranty☒ Retreatment and repair,
warranty subject to conditions

COVERAGE: For a period of one year, beginning on the effective date shown above, PRO-STAFF Termite & Pest Control agrees to provide necessary service and treatment for control of subterranean termites for the covered premises for the sum of \$ 2082 payable on completion by Check, Cash, MasterCard, Discover or Visa. In addition, PRO-STAFF will perform any further retreatment it finds necessary, free of charge for the initial and renewal terms of this agreement. This agreement covers subterranean termites only.

REPAIR WARRANTY (If Noted Above): If new subterranean termite damage to the covered premises, or its contents occurs while this agreement is in effect, PRO-STAFF will be responsible for payment of repairs. No payment will be made without prior PRO-STAFF notification, inspection and agreement as to the amount of payment. New subterranean termites damage is that done by subterranean termite over and above the damage existing at the time this agreement was originally entered into.

NOTE REVERSE SIDE FOR GENERAL TERMS AND CONDITIONS

Renewal. This agreement is renewable from year to year upon reinspection of covered premises by PRO-STAFF and upon payment of an annual renewal fee of \$ 300. PRO-STAFF reserves the right to offer the owner/agent the option to renew the agreement on a year to year basis beyond the initial ten-year period. This agreement can be terminated by either party, with or without cause at the end of any one year term. PRO-STAFF reserves the right to revise the annual renewal fee after the third year, upon notice to the customer.

TRANSFER OF OWNERSHIP

In the event the property is sold, PRO-STAFF agrees to transfer the agreement to the new owner upon payment of a transfer fee of \$75.00. Failure to request a transfer of the agreement and pay the transfer within thirty days of ownership will result in termination of this agreement.

NOTICE OF RIGHT TO CANCEL

You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction unless work has been approved by the buyer.

CHEMICAL SENSITIVITY

All of the materials applied by our thoroughly trained technicians are E.P.A approved, however, if you or any member of your household are sensitive to chemicals or chemical odors, you should consult you doctor before chemicals are applied in, on, or under your structure.

Caution: It is important that you read the agreement before you sign it.

CHRIS H

Authorized Representative

Signature

Date

Inspection & Treatment Notice Location:

SECTION D

A+ BETTER BUSINESS BUREAU RATING



PEST CONTROL CUSTOMER AGREEMENT

Customer Name TOHOBUA CCD Source _____
Covered Premises (Address) 1830 FULFILLMENT DR
City KISSIMMEE State FL Zip Code 34744
Billing Address 219 E LIVINGSTON ST ORLANDO FL 32801
Telephone No. 407 841 5524 EXT 123 Work Phone _____
E-mail address LDIAZ@GMSFL.COM

☒ 6211 Edgewater Drive, Orlando, Florida 32810 • 407-292-7378
☐ 705 W. State Road 434, Ste. E, Longwood, Florida 32750 • 407-331-7378
☐ 890 Carter Rd. Suite 170, Winter Garden, Florida 34787 • 407-512-7378
www.prostaffpestcontrol.com • toll free (800) 688-7869

This agreement covers only the premises specified above and cannot be transferred to a new address.

Effective date 8/6/20

FREQUENCY OF SERVICE:

☐ Monthly ☐ Bi-Monthly ☐ Quarterly ☐ Annual Pest Control ☐ One Time Service

TYPE OF TREATMENT:

☐ Integrated pest management applications for the control of all crawling insects including roaches (all species), ants (all species), crickets, silverfish, pantry pests, earwigs and spiders.

Initial service cost \$ 65 Regular treatment cost \$ 65 (Plus tax if applicable)

Note: This is a minimum one year service agreement and will renew after first year on a service by service basis.

☐ PREMIUM ANNUAL PEST CONTROL cost with one year guarantee \$ _____ (Plus tax if applicable)

☐ Rodent control to include trapping and disposal of rodents, installation of exterior bait boxes.
(Note: we will determine rodent entry. Exclusion is a customer responsibility unless otherwise noted.)
Initial 1 time service cost \$ 80 Maintenance cost \$ _____ (Plus tax if applicable)
Frequency ☐ Maintenance included with crawling insect service

☐ Flea Control
Inside Service: Frequency _____ cost \$ _____ (Plus tax if applicable)
Exterior Service: Frequency _____ cost \$ _____ (Plus tax if applicable)
*Term of agreement and guarantee _____ *see customer preparations

☐ Mosquito Service
Initial service cost \$ _____ Regular treatment cost \$ _____
• Monthly exterior mosquito treatments will be performed during the months of May through October
• Areas will be treated promptly and effectively using appropriate methods
• One additional call back service can be performed in between services at no additional charge
• Credit Card is required for this plan

☐ Other services (specify coverage, frequency & cost) (Plus tax if applicable) _____

☐ Authorization to charge credit card ending in _____ for the initial service and subsequent services as identified.

SERVICE GUARANTEE

Pro-Staff Termite & Pest Control, LLC will provide all services in accordance with approved industry standards. Any re-treatment necessary between regular services is provided at no additional cost. Customer agrees to maintain the premise in a clean and sanitary condition and keep the structure in good state of repair to prevent access to pests.

CHEMICAL SENSITIVITY. If the Customer or other occupants of the structure(s), or adjacent buildings, believe they are or may be sensitive to pesticides or other odors, or if the Customer or other occupants have consulted with a medical doctor, or other healthcare provider, regarding such sensitivity, the Customer must notify Pro-Staff in writing, in advance of treatment of the structure(s). Pro-Staff reserves the right, upon receipt of such notification to deny or terminate service. Failure to provide such notification represents Pro-Staff's assumption of risk and waiver of any claims against Pro-Staff in connection with such sensitivity.

By signing this Agreement, Customer acknowledges that Customer has read and fully understands all terms, conditions, limitations, and exclusions contained on the front and back of this Agreement, that this Agreement represents the entire agreement between the parties, that it incorporates any and all previous oral agreements and negotiations between the parties.

Caution: It is important that you read the contract before you sign it.

CRASH

AUTHORIZED REPRESENTATIVE

CUSTOMER SIGNATURE

DATE

SECTION E



July 22, 2020

Alan Scheerer
Orlando, FL

TOHOQUA – AMENITY COMPLEX (UPDATED)

Basic Maintenance Scope

Scope 1 (Mowing)

40 Cycles, all turf grass shall be mowed no less than once per week during heavy growing season May 15th – Oct. 15th and every other week, Oct. 15th – May 15th.

Scope 2 (Edging, Weed Eating & Blowing)

40 Cycles, edging and trimming of all walks and other paved areas included in contract shall be performed on a weekly basis May 15th – Oct. 15th and every other week, Oct. 15th – May 15th.

Scope 3 (Pruning & Trimming)

Pruning and Trimming to maintain a natural shall be done on an as needed basis with heavy pruning & trimming conducted immediately following flowering periods.

Scope 4 (Weed Control)

Shrub & ground cover beds shall be kept reasonably weed free, with respect to site conditions and time of year. This will be obtained through the use of pre-emergent herbicides, selective herbicides and manual weeding.

Scope 5 (Fertilization)

A custom fertilization program shall be implemented to include no less than (2) turf applications and (2) plant applications per year. Specific pest or disease issues will be addressed if they appear and may require treatments at an additional charge.

Scope 6 (Tree/Palm Trimming)

Tree/Palm trimming shall be done once per year or as needed to maintain desired clear trunk height.

Scope 7 (Irrigation Inspection)

A complete inspection of the irrigation system shall be done (12) times per year and any problems reported.



MAINTENANCE COSTS

General Services (40) times per year.	\$13,230.00 annually or \$1,102.50 per month
Hort Program/Fertilization (4) times per year.	\$ 3,040.00 annually or \$ 253.33 per month
Irrigation Inspection (12) times per year.	\$ 1,890.00 annually or \$ 157.50 per month
Palm Pruning 79 Palms (1) time per year.	\$ 2,765.00 annually or \$ 230.41 per month
Total of proposed services.	<hr/> \$20,925.00 annually or \$1,743.75 per month

Other services available but not included:

- Design of landscape and/or irrigation improvements to the property
- Removal of dead plant material resulting from inclement weather or other damage
- Irrigation system repairs, installation, or modification
- Post storm clean up/debris removal due to major storms, hurricanes, floods, etc.
- Mulch replenish Approx. 200 CY (1) time per year at \$56.00/CYD
***Billed actual Qty. time of install**

Please contact me or Don with any questions or if you need additional information.

Sincerely,

Kevin J. Rogers
Director of Maintenance & Estimating
Kevin@earthtecflorida.com

APPROVED _____

DATE _____

SECTION VII



MBS CAPITAL MARKETS, LLC

AGREEMENT FOR UNDERWRITING SERVICES TOHOQUA COMMUNITY DEVELOPMENT DISTRICT

August 5, 2020

Board of Supervisors
Tohoqua Community Development District

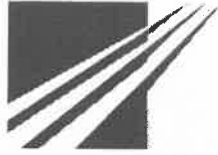
Dear Supervisors:

MBS Capital Markets, LLC (the "Underwriter") offers to enter into this agreement (the "Agreement") with the Tohoqua Community Development District (the "District") which, upon your acceptance of this offer, will be binding upon the District and the Underwriter. The District is proposing to issue one or more series of bonds (the "Bonds") to acquire and/or construct certain public infrastructure improvements, including its Series 2020 Bonds to acquire and/or construct public infrastructure within Phases 2, 4 and 5 of the development within the District being developed by Lennar Homes, LLC and Pulte Home Company, LLC, or their affiliates. This Agreement will cover the engagement for the Series 2020 Bonds and will be supplemented for future bond issuances.

1. Scope of Services: The scope of services to be provided in a non-fiduciary capacity by the Underwriter for this transaction will include those listed below.

- Advice regarding the structure, timing, terms, and other similar matters concerning the particular municipal securities described above.
- Preparation of rating strategies and presentations related to the issue being underwritten.
- Preparations for and assistance with investor "road shows," if any, and investor discussions related to the issue being underwritten.
- Advice regarding retail order periods and institutional marketing if the District decides to engage in a negotiated sale.
- Assistance in the preparation of the Preliminary Official Statement, if any, and the Final Official Statement.
- Assistance with the closing of the issue, including negotiation and discussion with respect to all documents, certificates, and opinions needed for the closing.
- Coordination with respect to obtaining CUSIP numbers and the registration with the Depository Trust Company.
- Preparation of post-sale reports for the issue, if any.
- Structuring of refunding escrow cash flow requirements, but not the recommendation of and brokerage of particular municipal escrow investments.

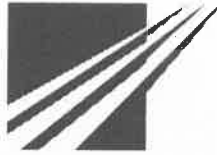
Member: FINRA/SIPC



MBS CAPITAL MARKETS, LLC

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2. **Fees:** The Underwriter will be responsible for its own out-of-pocket expenses other than the fees and disbursements of underwriter's or disclosure counsel which fees shall be paid from the proceeds of the Bonds. Any fees payable to the Underwriter will be contingent upon the successful sale and delivery or placement of the Bonds. The underwriting fee for the sale or placement of the Bonds will be the greater of \$50,000 or 2% of the par amount of Bonds issued.
3. **Termination:** Both the District and the Underwriter will have the right to terminate this Agreement without cause upon 90 days written notice to the non-terminating party.
4. **Purchase Contract:** At or before such time as the District gives its final authorization for the Bonds, the Underwriter and its counsel will deliver to the District a purchase or placement contract (the "Purchase Contract") detailing the terms of the Bonds.
5. **Notice of Meetings:** The District shall provide timely notice to the Underwriter for all regular and special meetings of the District. The District will provide, in writing, to the Underwriter, at least one week prior to any meeting, except in the case of an emergency meeting for which the notice time shall be the same as that required by law for the meeting itself, of matters and items for which it desires the Underwriter's input.
6. **Disclosures Concerning the Underwriter's Role Required by MSRB Rule G-17.** The Municipal Securities Rulemaking Board's Rule G-17 requires underwriters to make certain disclosures to issuers in connection with the issuance of municipal securities. Those disclosures are attached hereto as "Exhibit A." By execution of this Agreement, you are acknowledging receipt of the same.



MBS CAPITAL MARKETS, LLC

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This Agreement shall be effective upon your acceptance hereof and shall remain effective until such time as the Agreement has been terminated in accordance with Section 3 hereof.

Sincerely,
MBS Capital Markets, LLC

Brett Sealy
Managing Partner

Approved and Accepted By:

Title:

Date:



MBS CAPITAL MARKETS, LLC

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EXHIBIT A

Disclosures Concerning the Underwriter's Role

- (i) Municipal Securities Rulemaking Board Rule G-17 requires an underwriter to deal fairly at all times with both municipal issuers and investors;
- (ii) The Underwriter's primary role is to purchase securities with a view to distribution in an arm's-length commercial transaction with the District and it has financial and other interests that differ from those of the District;
- (iii) Unlike a municipal advisor, the Underwriter does not have a fiduciary duty to the District under the federal securities laws and is, therefore, not required by federal law to act in the best interests of the District without regard to its own financial or other interests;
- (iv) The Underwriter has a duty to purchase securities from the District at a fair and reasonable price, but must balance that duty with its duty to sell municipal securities to investors at prices that are fair and reasonable; and
- (v) The Underwriter will review the official statement for the District's securities in accordance with, and as part of, its responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of the transaction.

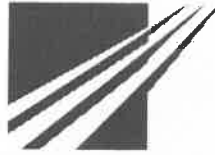
Disclosure Concerning the Underwriter's Compensation

Underwriter's compensation that is contingent on the closing of a transaction or the size of a transaction presents a conflict of interest, because it may cause the Underwriter to recommend a transaction that it is unnecessary or to recommend that the size of the transaction be larger than is necessary.

Conflicts of Interest

Payments to or from Third Parties. There are no undisclosed payments, values, or credits to be received by the Underwriter in connection with its underwriting of this new issue from parties other than the District, and there are no undisclosed payments to be made by the Underwriter in connection with this new issue to parties other than the District (in either case including payments, values, or credits that relate directly or indirectly to collateral transactions integrally related to the issue being underwritten). In addition, there are no third-party arrangements for the marketing of the District's securities.

Profit-Sharing with Investors. There are no arrangements between the Underwriter and an investor purchasing new issue securities from the Underwriter (including purchases that are contingent upon the



MBS CAPITAL MARKETS, LLC

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delivery by the District to the Underwriter of the securities) according to which profits realized from the resale by such investor of the securities are directly or indirectly split or otherwise shared with the Underwriter.

Credit Default Swaps. There will be no issuance or purchase by the Underwriter of credit default swaps for which the reference is the District for which the Underwriter is serving as underwriter, or an obligation of that District.

Retail Order Periods. For new issues in which there is a retail order period, the Underwriter will honor such agreement to provide the retail order period. No allocation of securities in a manner that is inconsistent with a District's requirements will be made without the District's consent. In addition, when the Underwriter has agreed to underwrite a transaction with a retail order period, it will take reasonable measures to ensure that retail clients are bona fide.

Dealer Payments to District Personnel. Reimbursements, if any, made to personnel of the District will be made in compliance with MSRB Rule G-20, on gifts, gratuities, and non-cash compensation, and Rule G-17, in connection with certain payments made to, and expenses reimbursed for, District personnel during the municipal bond issuance process.

SECTION VIII



TOHOQUA

WHERE LIFE THRIVES

AMENITY CENTER POLICIES

Approved
August , 2020

Tohoqua Amenity Center
1830 Fulfillment Drive
Kissimmee, FL 34744

Please note that these amenity facility policies are subject to change.

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DEFINITIONS

“Amenity Center” or “Facilities” – shall mean the properties and areas owned by the District and intended for recreational use and shall include, but not specifically be limited to, the Tohoqua Clubhouse, together with its appurtenant facilities and areas and District Recreational Amenities.

“Amenity Center Policies” or “Policies” – shall mean these Amenity Center Policies of Tohoqua Community Development District, as amended from time to time.

“Amenity Manager” – shall mean the management company, including its employees, staff and agents, contracted by the District to manage all Amenity Facilities within the District.

“Board of Supervisors” or “Board” – shall mean the Tohoqua Community Development District’s Board of Supervisors.

“District” – shall mean the Tohoqua Community Development District.

“District Manager” – shall mean the professional management company with which the District has contracted to provide management services to the District.

“Guest” – shall mean any individual that is invited to use the Amenity Facilities with a Resident, Renter or Non-Resident Member.

“Non-Resident Annual User Fee” – shall mean the fee established by the District for any person that is not a Resident and wishes to become a Non-Resident Member. The amount of the Annual User Fee is set forth herein, and that amount is subject to change based on Board action.

“Non-Resident Member” – shall mean any individual not owning property in the District who is paying the Non-Resident Annual User Fee to the District for use of all Amenity Facilities.

“Patron” or “Patrons” – shall mean Residents, Non-Resident Members, and Renters/Leaseholders who are eighteen (18) years of age and older.

“Renter” – shall mean any tenant residing in a Resident’s home pursuant to a valid rental or lease agreement.

“Resident” – shall mean any person or family owning property within the Tohoqua Community Development District.

ACCESS CARDS

1. Access cards (or similar access devices) may be issued to members of each Resident's household or Renters. There is a charge to replace lost or stolen cards.
2. Each household will be issued a maximum of two (2) access cards. The first two (2) cards will be issued at no charge to the Resident with a replacement cost of \$50.00 per card.
3. Renters will be required to purchase their own access cards at a cost of \$50.00 per card with a maximum of two (2) cards per household.
4. All Patrons will be required to sign a waiver of liability before using the District amenities and obtaining their access card(s).
5. Patrons may be required to present access cards upon request by staff at any Amenity Facility.

GUEST POLICIES

1. Guests must be accompanied by a Resident or Renter at all times while using the Amenity Center.
2. Resident or Renter may accompany no more than four (4) guests per household to the Amenity Center.
3. Residents or Renters are responsible for any and all actions taken by such Guest. Violation by a Guest of any of these Policies as set forth by the District could result in loss of that Resident or Renter's privileges.

RENTER'S PRIVILEGES

1. Residents who rent or lease out their residential unit(s) in the District shall have the right to designate the Renter of their residential unit(s) as the beneficial users of the Resident's privileges for purposes of Amenity Center use.
2. Renters may be required to acquire an access card. A Renter who is designated as the beneficial user of the Resident's membership shall be entitled to the same rights and privileges to use the Amenity Center as the Resident.
3. During the period when a Renter is designated as the beneficial user of the membership, the Resident shall not be entitled to use the Amenity Center with respect to that membership.

4. A current Rental Agreement must be on file with the Amenity Center onsite management office in order to obtain Access Cards.
5. Residents shall be responsible for all charges incurred by their Renters which remain unpaid after the customary billing and collection procedure established by the District. Resident owners are responsible for the deportment of their respective Renter.
6. Renters shall be subject to such other rules and regulations as the Board may adopt from time to time.
7. It is the responsibility of each Resident to provide a copy of the policies adopted for the Tohoqua community to their tenant(s).

GENERAL FACILITY PROVISIONS

1. The Board reserves the right to amend, modify, or delete, in part or in their entirety, these Policies when necessary, at a duly-noticed Board meeting, and will notify the Patrons of any changes. However, in order to change or modify rates or fees beyond the increases specifically allowed for by the District's rules and regulations, the Board must hold a duly-noticed public hearing on said rates and fees.
2. All Patrons may be required to present their access cards in order to gain access to the Amenity Center.
3. With the exception of the pool and wet areas where bathing suits are permitted, Patrons and Guests must be properly attired with shirts and shoes to use the Amenities. Bathing suits and wet feet are not allowed indoors.
4. Adult Patrons are responsible for all minor Patrons from their household or visiting the Amenities as Guests of the Patron, and, to better protect the health, welfare and safety of such minors, a parent/guardian (of at least 18 years of age) must accompany all such minors who are under the age of fifteen (15) or who are otherwise unable to govern and look after themselves in an appropriate manner. *Fifteen (15) year old Patrons may only visit the Amenity Center with guests fifteen (15) years of age or older.*
5. All hours of operation, including holiday schedules, of the Amenity Center will be established and published by the District and Amenity Manager.
6. Dogs and all other pets (with the exception of service dogs) are not permitted inside of the Tohoqua Clubhouse, pool, pool deck, pavilion(s) or fitness center. In the event a special event is held, as previously approved by the Amenity Manager, and dogs are permitted at the Amenity Center as part of the special event, they must be leashed. Patrons are responsible for picking up after all pets and disposing of any waste in a designated pet waste receptacle or an outdoor dumpster as a courtesy to residents.

7. Vehicles must be parked in designated areas. Vehicles should not be parked on grass lawns, in any way which blocks the normal flow of traffic or in any way that limits the ability of emergency service workers to respond to situations. The Amenity Manager reserves the right to waive this parking restriction in the event overflow parking is needed for a large event.
8. Fireworks of any kind are not permitted anywhere at or on the Amenity Center or adjacent areas; however, notwithstanding this general prohibition, the Board may approve the use of fireworks on a case-by-case basis.
9. Only District employees or employees of the Amenity Manager are allowed in the service areas of the Amenity Center.
10. The Board of Supervisors (as an entity), the Amenity Manager and its staff shall have full authority to enforce these policies. However, the Amenity Manager shall have the authority to waive strict application of any of these Policies when prudent, necessary or in the best interest of the District and its Residents. Such a temporary waiver of any policy by the Amenity Manager shall not constitute a continuous, ongoing waiver of said policy, and the Amenity Manager reserves the right to enforce all of these policies at any time he or she sees fit.
11. All lost or stolen access cards should be reported immediately to the Amenity Manager's office. A fee will be assessed for any replacement cards.
12. Smoking is not permitted at the Tohoqua Clubhouse together with its appurtenant amenities and areas.
13. Disregard for rules or policies may result in expulsion from the Amenity Center and/or loss of Amenity Center privileges in accordance with the procedures set forth herein.
14. Pool rules that are posted in the appropriate area must be observed.
15. Patrons and their Guests shall treat all staff members with courtesy and respect.
16. Off-road motorbikes/vehicles and golf carts are prohibited on all property owned, maintained and operated by the District or on any of the Amenity Facilities.
17. Skateboarding is not allowed on the Amenity Center property at any time.
18. Performances at any Amenity Facility, including those by outside entertainers, must be approved in advance by the Amenity Manager.
19. Except at certain functions when the clubhouse is rented, and only in the rented portion, alcoholic beverages may not be sold, served and consumed on the Amenity Center premises in accordance with state and local laws.

20. Commercial advertisements shall not be posted or circulated in the Amenity Center. Petitions, posters or promotional material shall not be originated, solicited, circulated or posted on Amenity Center property unless approved in writing by the Amenity Manager.
21. The Amenity Center shall not be used for commercial purposes without written permission from the Amenity Manager. The term "commercial purposes" shall mean those activities which involve, in any way, the provision of goods or services for compensation.

Firearms or any other weapons are prohibited in the Amenity Facilities during any governmental meetings or functions, including those of the District, and as otherwise prohibited in the Amenity Facilities in accordance with Florida law.

22. The Amenity Manager reserves the right to authorize all programs and activities, including the number of participants, equipment and supplies usage, facility reservations, etc., at all Amenity Facilities, except usage and rental fees that have been established by the Board. The Amenity Manager also has the right to authorize management-sponsored events and programs to better serve the Patrons, and to reserve any Amenity Facility for said events (if the schedule permits) and to collect revenue for those services provided. This includes, but is not limited to, various athletic events, cultural programs and social events, etc. Should the District be entitled to any of these revenues based on its established rental or usage fees, the Amenity Manager will be required to compensate the District accordingly.
23. Loitering (the offense of standing idly or prowling in a place, at a time or in a manner not usual for law-abiding individuals, under circumstances that warrant a justifiable and reasonable alarm or immediate concern for the safety of persons or property in the vicinity) is not permitted at any Amenity Facility.
24. All Patrons shall abide by and comply with any and all federal, state and local laws and ordinances while present at or utilizing the Amenity Center and shall ensure that any minor for whom they are responsible also complies with the same.
25. There shall be no overnight parking in the Amenity Center parking lot.

LOSS OR DESTRUCTION OF PROPERTY OR INSTANCES OF PERSONAL INJURY

1. Each Patron and their Guest assumes sole responsibility for his or her property. The District and its contractors shall not be responsible for the loss or damage to any private property used or stored on or in any of the Amenity Facilities.
2. Patrons shall be liable for any property damage and/or personal injury at the Amenity Center, or at any activity or function operated, organized, arranged or sponsored by the District or its contractors, which is caused by the Patron or the Patron's Guest or family

member(s). The District reserves the right to pursue any and all legal and equitable measures necessary to remedy any losses it suffers due to property damage or personal injury caused by a Patron or the Patron's Guest or family member(s).

3. Any Patron who in any manner, makes use of or accepts the use of any apparatus, appliance, facility, privilege or service whatsoever owned, leased or operated by the District or its contractors, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by the District, either on or off the Amenity Center's premises, shall do so at his or her own risk, and shall hold the Amenity Center's owners, the District, the Board of Supervisors, District employees, District representatives, District contractors and District agents, harmless from any and all loss, cost, claim, injury, damage or liability sustained or incurred by him or her, resulting therefrom and/or from any act of omission of the District, or their respective operators, supervisors, employees, representatives, contractors or agents. Any Patron shall have, owe, and perform the same obligation to the District and their respective operators, supervisors, employees, representatives, contractors, and agents hereunder with respect to any loss, cost, claim, injury, damage or liability sustained or incurred by any Guest or family member of such Patron.
4. Should any party bound by these Policies bring suit against the District, the Board of Supervisors or staff, agents or employees of the District, or any Amenity Facility operator or its officers, employees, representatives, contractors or agents in connection with any event operated, organized, arranged or sponsored by the District or any other claim or matter in connection with any event operated, organized, arranged or sponsored by the District, and fail to obtain judgment therein against the District or the Amenity Center's operators, officers, employees, representatives, contractors or agents, said party bringing suit shall be liable to the prevailing party (i.e. the District, etc.) for all costs and expenses incurred by it in the defense of such suit, including court costs and attorney's fees through all appellate proceedings.

GENERAL TOHOQUA AMENITY FACILITIES USAGE POLICY

All Patrons and Guests using the Amenity Center are expected to conduct themselves in a responsible, courteous and safe manner, in compliance with all policies and rules of the District governing the Amenity Center. Violation of the District's Policies and/or misuse or destruction of Amenity Center equipment may result in the suspension or termination of the District Amenity Center privileges with respect to the offending Patron or Guest.

Hours: The District Amenity Facilities are available for use by Patrons during normal operating hours to be established and posted by the District and Amenity Manager as listed below. The specific hours of operation will be designated by season.

Clubhouse:	10am – 6pm (M-F)
Fitness Center:	4:30am – 11:00pm (Daily)
Pool Area:	dawn until dusk (Specific hours set seasonally)
Playground:	dawn until dusk

Tennis Courts: dawn until dusk

Emergencies: After contacting 911 if required, all emergencies and injuries occurring at the Amenity Center must be reported to the Amenity Manager (phone number (407) 841-5524, Extensions 108 and/or 123).

District Equipment: Any Patron or Guest utilizing District equipment is responsible for said equipment. Should the equipment be returned to the District damaged, missing pieces or in worse condition than when it was when usage began, that Patron or Guest would be responsible to the District for any cost associated with repair or replacement of the equipment.

Alcoholic Beverage Policy: Except for specific exclusions identified herein, NO alcoholic beverages may be sold, served, and consumed on the premises in accordance with state and local laws.

Please note that the Amenity Center is an unattended facility. Persons using the Amenity Center do so at their own risk. Amenity Manager's staff members are not present to provide personal training, exercise consultation or athletic instruction, unless otherwise noted, to Patrons or Guests. Persons interested in using the Amenity Center are encouraged to consult with a physician prior to commencing a fitness program.

DOG RULES

Walking Trail

1. Dogs must be on a leash at all times.
2. Aggressive dogs are not permitted on the premises. Dogs must be removed from the walking trail at the first sign of aggression.
3. Dog feces must be cleaned up by owners.

Dog Park, If applicable

1. Dogs must be current on all vaccinations.
2. Dogs must be leashed when entering and exiting the Dog Park.
3. No Children under the age of sixteen (16) are permitted unless accompanied by an adult. Children have a tendency to scream and run when excited, which can trigger a dog's prey drive or natural instinct to chase. For this reason and for the safety of your children, we do not recommend bringing small children and infants into the dog park.
4. Aggressive dogs are not permitted on the premises. Dogs must be removed at the first sign of aggression.
5. Female dogs in heat are prohibited from entering the park.
6. Dog owners must be in the park and within view of their dogs at all times.
7. All off-leash dogs must be under voice control of their owners. If you cannot control your dog off leash, keep your pet leashed at all times.

8. Dog owners must keep their leash in hand at all times.
9. Please do not bring dog food into the park.
10. Owner must clean up dog feces. Seal waste in plastic bags before disposing in designated receptacles.
11. Fill any holes your dog digs.
12. Failure to abide by the park rules may result in loss of privileges.

PLAYGROUND RULES

1. Use playground at your own risk.
2. **[Playground is designed for ages twelve (12) and under. – Need to confirm age]**
3. Children must be accompanied by an adult.
4. No glass or alcoholic beverages allowed on the playground.
5. Proper footwear required at all times.
6. Improper use of equipment prohibited.
7. No pets on the playground.

GENERAL SWIMMING POOL RULES

NO LIFEGUARD ON DUTY - SWIM AT YOUR OWN RISK

1. Patrons may be required to present their access cards or verification of registration while in the swimming pool area. At any given time, a Resident or Renter is allowed up to four (4) Guests per household to the swimming pool (unless a greater number of guests has been approved by the Amenity Manager).
2. Guests under fifteen (15) years of age must be accompanied at all times by a parent or Patron during usage of the pool facility. Guests age fifteen (15) through seventeen (17) of age may not accompany children age of fourteen (14) or younger without an adult that is eighteen (18) or older.
3. No diving, jumping, pushing, running, throwing any item or other horseplay is allowed in the pool or on the pool deck area.
4. Diving is prohibited.
5. Radios, tape players, CD players, MP3 players and televisions are not permitted unless they are personal units equipped with headphones or for scheduled activities.
6. Swimming is permitted only during designated hours as posted at the pool, and such hours are subject to change at the discretion of Amenity Manager. Patrons and Guests swim at their own risk and must adhere to swimming pool rules at all times.
7. Showers are required before entering the pool.
8. Patrons and Guests may bring non-alcoholic beverages and food to the pool area and must properly dispose of all trash by utilizing the proper disposal containers upon exiting the pool. Glass containers are prohibited. The wet pool deck (the four-foot-wide unobstructed pool deck area around the outside of the pool water perimeter) must remain clear of all food and beverages at all times.

9. There is no consumption of food or drinks while in the pool.
10. Those who are not reliably toilet trained, must wear rubber lined swim diapers, as well as a swimsuit over the swim diaper, to reduce the health risks associated with human waste in the swimming pool/deck area.
11. Play equipment, such as floats, rafts, snorkels, dive sticks, flotation devices and other recreational items such as balls and pool toys must meet with staff approval. The facility reserves the right to discontinue usage of such play equipment during times of peak or scheduled activity at the pool, or if the equipment causes a safety concern.
12. Swimming pool hours will be posted. Pool availability may be limited or rotated in order to facilitate maintenance of the facility. Depending upon usage, the pool may be closed for various periods of time to facilitate maintenance and to maintain health code regulations.
13. Pets (except service dogs), bicycles, skateboards, roller blades, scooters and golf carts are not permitted on the pool deck area or inside any Amenity Center gates at any time.
14. The Amenity Manager reserves the right to authorize all programs and activities (including the number of participants, equipment and supplies usage, etc.) conducted at the pool, including swim lessons and aquatic/recreational programs.
15. Any person swimming during non-posted swimming hours may be suspended from using the facility.
16. Proper swim attire (no cutoffs) must be worn in the pool. No street clothes are permitted. No undergarments or thong style swim attire are permitted. Additionally, swim attire must be worn properly.
17. No chewing gum is permitted in the pool or on the pool deck area.
18. For the comfort of others, the changing of diapers or clothes is not allowed poolside.
19. No one shall pollute the pool. Anyone who pollutes the pool is liable for any costs incurred in treating and reopening the pool.
20. Radio controlled watercraft are not allowed in the pool area.
21. Pool entrances must be kept clear at all times.
22. No swinging on ladders, fences, or railings is allowed.
23. Pool furniture is not to be removed from the pool area.
24. Loud, profane, or abusive language is absolutely prohibited.
25. No physical or verbal abuse will be tolerated.
26. Tobacco products are not allowed in the pool area.
27. Illegal drugs are not permitted.
28. No personal grills or any type of cooking device may be brought onto the Amenity Center including the pool at any time.
29. The District is not responsible for lost or stolen items.
30. Chemicals used in the pool/spa may affect certain hair or fabric colors. The District is not responsible for these effects.
31. Lap lanes are to be used only by persons swimming laps or water walking or jogging.
32. The Tohoqua pool, BBQ grills and deck area may not be rented at any time; however, access may be limited at certain times for various District functions, as approved by the Board.

SWIMMING POOL: THUNDERSTORM POLICY

The Amenity Manager may control whether swimming is permitted in inclement weather, and the pool facility may be closed or opened at their discretion.

FITNESS CENTER POLICIES

Eligible Users: Patrons and Guests fifteen (15) years of age and older are permitted to use the District fitness centers during designated operating hours.

Food and Beverage: Food is not permitted within the District fitness center. Beverages, however, are permitted in the District fitness center if contained in non-breakable containers with screw top or sealed lids. Please clean off your beverage containers so that it doesn't drip onto the fitness center floor. Alcoholic beverages are not permitted. Smoking is not permitted in the District fitness center.

1. Appropriate attire and footwear (covering the entire foot) must be worn at all times in the District fitness centers. Appropriate attire includes t-shirts, tank tops, shorts, and/or athletic wear (no swimsuits).
2. Each individual is responsible for wiping off fitness equipment after use.
3. Hand chalk is not permitted to be used in the District fitness centers.
4. Radios, tape players, MP3 players and CD players are not permitted unless they are personal units equipped with headphones.
5. No bags, gear, or jackets are permitted on the floor of the District Fitness Centers or on the fitness equipment.
6. Weights or other fitness equipment may not be removed from the District fitness centers.
7. Please limit use of cardiovascular equipment to thirty (30) minutes and step aside between multiple sets on weight equipment if other persons are waiting.
8. Please be respectful of others. Allow other Patrons and Guests to also use equipment, especially the cardiovascular equipment.
9. Please replace weights to their proper location after use.
10. Free weights are not to be dropped and should be placed only on the floor or on equipment made specifically for storage of the weights.
11. Any fitness program operated, established and run by the Amenity Manager may have priority over other users of the District fitness centers.

TENNIS COURTS

1. Courts are available for use by Patrons and Guests only on a first come first serve basis. When other players are waiting tennis court use should be limited to 1 hour.
2. All players shall be dressed in appropriate attire, which includes shirts, tennis shoes, shorts or warm up suits. These items must be worn at all times. Hard and/or black soled shoes are restricted from the tennis courts.

3. Pets, with the exception of service animals, are not permitted on the courts at any time.
4. Food and gum are not permitted on the courts. Drinks must be in a non-breakable spill-proof container.
5. No glass containers or breakable objects of any kind are permitted on the tennis courts.
6. Courts are open from dawn until dusk or as otherwise posted. No one is permitted on the courts at any other time unless a specific event is scheduled.
7. No bicycles, scooters, roller skates, roller blades or skateboards, hover boards or similar items are permitted on the tennis courts.
8. No furniture, other than benches already provided, will be allowed on the playing surfaces.
9. Patrons are responsible for bringing their own equipment.

TOHOQUA CLUBHOUSE: RESERVATION POLICY

Patrons, upon payment of applicable fees, may reserve the Tohoqua Clubhouse through the Amenity Manager's office for various meetings, classes, events, etc. for a maximum of six (6) hours per event. Patron may only hold one six (6) hour event block per day. Reservation of the Tohoqua Clubhouse is on a first come, first serve basis and is subject to approval by the Amenity Manager. Refer to the Rules of the Tohoqua Community Development District, Chapter III - "Rental Fees For Use of Certain Tohoqua Facilities" (the "Rules – Chapter III"), for a complete schedule of rental fees and deposits. Please contact the Amenity Manager to make the proper arrangements regarding availability.

The maximum guest count should not exceed **[100 people] – Need to confirm.**

It is District's policy that no alcohol of any kind is to be brought into, or taken away from, the facility without the District's approval.

The Tohoqua Clubhouse is unavailable for private events on the following holidays: Easter Sunday; Memorial Day; 4th of July; Labor Day; Thanksgiving; Christmas Eve; Christmas Day; New Year's Eve; New Year's Day

Below are the policies and guidelines set forth and agreed upon by the Board and Amenity Manager regarding events in the Tohoqua Clubhouse:

Policies

1. Applicants for rental of the Tohoqua Clubhouse may only be a Resident, Renter or Non-Resident Member wishing to rent the Tohoqua Clubhouse. Refer to the Rules – Chapter III for more information.
2. Applicants may rent the Tohoqua Clubhouse designated rental room only, as certain amenities may not be reserved for private use. **SEE BELOW FOR DETAILS*
3. Tohoqua Clubhouse will be reserved on a first-come, first-served basis.

4. Applicant may reserve the Tohoqua Clubhouse for up to six (6) hours only; one six (6) hour reservation per day. (You are required to provide a minimum 30-day notice before your event in order to make a reservation)
5. All parties and events, including clean-up, at the Tohoqua Clubhouse must conclude by 10:00pm. No Exceptions.
6. All applicants will be required to fill out and sign the District Facility Use Application Agreement at the Tohoqua Clubhouse office.
7. Staff will not accept voice messages left with the Tohoqua Clubhouse office as a reservation. You must receive written authorization from a management team member to confirm your reservation.
8. Please call the Tohoqua Clubhouse office if you cannot make your scheduled reservation.
9. There are no personal "standing" weekly or monthly reservations allowed for the Tohoqua Clubhouse listed in the reservation policy.
10. Applicants are responsible for ensuring that their Guests adhere to the policies set forth herein.
11. The volume of live or recorded music must not violate applicable City of St. Cloud noise ordinances.
12. Alcoholic beverage service, if approved, shall only be obtained through a service licensed to serve alcoholic beverages. Such service is required to provide to the Amenity Manager a certificate of insurance, naming the District as an additional insured party. A copy of the liquor license is also required to be provided to the Amenity Manager prior to usage of the Tohoqua Clubhouse.
13. Patrons are not allowed to bring and utilize their own personal grills or smokers at the Tohoqua Clubhouse. Upon approval by the Amenity Manager, Patrons may hire an insured caterer to provide this service and the location of any grill or smoker will be at the discretion of the Amenity Manager. Such catering service will be required to provide to the Amenity Manager a certificate of insurance, naming the District as an additional insured party.
14. Clubhouse kitchen shall be left clean, including but not limited to, inside of microwaves, refrigerators, counter tops, sinks, floor and cabinets.
15. Clubhouse windows and doors shall remain in closed position at all times during your event.
16. These policies are subject to change at any time pursuant to action by the Board of Supervisors.

**Rental of the Tohoqua Clubhouse only reserves the clubhouse, clubhouse kitchen and restrooms. Rental of the Tohoqua Clubhouse does not include the pool deck, pool or any other appurtenant facilities. No Exceptions.*

Indemnification

Each organization, group or individual reserving the use of an Amenity Facility (or any part thereof) agrees to indemnify and hold harmless the District, the owners of the Amenity Facility and the owner's officers, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity, for injuries, death, property damage of any nature, arising out of, or in connection with, the use of the District lands, premises and/or Amenity Center, including litigation or any appellate proceeding with respect thereto. Nothing

herein shall constitute or be construed as a waiver of the District's sovereign immunity granted pursuant to Section 768.38, Florida Statutes.

PAVILION POLICIES – [Need to confirm charcoal grills]

1. The pavilions are available for use by Patrons and Guests only on a first come first serve basis.
2. You may not hold the pavilion area(s) for future use. You may only utilize areas during your visit.
3. The pavilions are furnished with **[tables, chairs, fans, electricity, and charcoal grills]**. If you are unsure how to operate the grills or need assistance with any equipment, please contact the Amenity Manager or staff for instructions.
4. You are required to clean the charcoal grill and dispose of the coal in the designated containers after each use.
5. You may use the **[charcoal]** grills for a maximum of three (3) hours per day in order to allow other Patrons to utilize the grills.
6. If at any time the equipment at the pavilion fails to operate properly, please contact the Amenity Manager or staff for assistance.
7. Guests under eighteen (18) years of age may not utilize the grills at the pavilion.
8. Be courteous to others by sharing the common areas spaces throughout the facilities, this includes but is not limited to, BBQ Grills and Pavilions.
9. Please ensure that the pavilion and surrounding area is clean and free from trash and debris following any function.
10. GUEST COUNT SHALL NOT EXCEED FOUR (4) GUESTS PER HOUSEHOLD AT ANY TIME.
11. The pavilion may be reserved by the District for District-sponsored events or functions.

CLUBS AND OTHER ORGANIZATIONS

Any club, group or organization wanting to utilize the Amenity Center to promote club or organization activities must meet the following criteria:

- ☐ Clubs must be comprised of a minimum of at least five active members; all members must be Tohoqua residents.
- ☐ No club may be formed, and no activities held within the Amenities Center, for commercial or profit-making purposes.
- ☐ The purpose of each club must be to provide lifestyle enhancing opportunities to Tohoqua residents and not to effectuate sales of products or services. No one household can profit from the club. Clubs may generate funds through dues and proceeds from club-organized events. If a club chooses to generate funds, a check and balance system must be in place as well as a club checking account.
- ☐ Club membership and club activities must be available to all residents. Criteria for club membership should be governed by the individual club's by-laws.

- ☐ Rules applying to the formation and admissibility of clubs may be modified at the discretion of District Board of Supervisors.
- ☐ Violations of these policies by any club may result in the loss of that club's privileges within the Amenity Center.

SUSPENSION AND TERMINATION OF PRIVILEGES

Relating to the Health, Safety and Welfare of the Patrons and Damage to Amenity Center:

Notwithstanding anything contained herein, the Amenity Manager may, at any time, restrict or suspend any Patron's or Guest's privileges to use any or all of the Amenity Center when such action is necessary to protect the health, safety and welfare of other Patrons and their Guests, or to protect the Amenity Center from damage.

Such restriction or suspension shall be for a maximum period of thirty (30) days or until the date of the next Board of Supervisors meeting, whichever occurs first. Such infraction and suspension shall be documented by the Amenity Manager. The Operations Manager, District Manager and Board of Supervisors shall be notified to review this action at the next Board of Supervisors meeting.

Relating to District's Amenity Center Policies:

A Patron's or Guest's privileges at any or all Amenity Facilities may be subject to various lengths of suspension or termination for up to one (1) calendar year by the Board of Supervisors, and a Patron or Guest may also be required to pay restitution for any property damage, if a he or she:

1. Fails to abide by the District's Amenity Center Policies established and approved by the Board of Supervisors.
2. Submits false information on the application for an access card.
3. Permits unauthorized use of access card.
4. Exhibits unsatisfactory behavior, deportment or appearance.
5. Treats the personnel or employees of the Amenity Manager in an unreasonable or abusive manner.
6. Engages in conduct that is improper or likely to endanger the welfare, safety or reputation of the District or Amenity Manager's staff.
7. Damages or destroys District property.

District Suspension and Termination Process:

In response to any violation of the rules, regulations, policies and procedures specified herein, including, but not limited to, those set forth in the preceding paragraph, the District shall follow the process outlined below with regard to suspension or termination of a Patron's or Guest's privileges*:

- A. First Offense – Verbal warning by staff of policy violations; the warning shall be summarized in a brief written report by staff and kept on file in the Tohoqua Clubhouse Office.
- B. Second Offense – Written warning by staff of continued policy violations signed by the Patron/Guest and kept on file in the Tohoqua Clubhouse Office. In addition, the Patron/Guest will be suspended from the Amenity Center for the remainder of the day on which the written warning is issued. Refusal to leave the facility constitutes a Third Offense.
- C. Third Offense – Automatic suspension of all Amenity Center privileges for one (1) week; a written report will be created, signed by the Patron/Guest and kept on file in the Tohoqua Clubhouse Office.
- D. Fourth Offense – Automatic suspension from all Amenity Center for up to thirty (30) days or until the date of the next Board of Supervisors Meeting whichever occurs first. At this time a complete record of all previous documented offenses within the previous twelve (12) months will be presented to the Board for recommendation of suspension beyond thirty (30) days or possible termination of the Patron's/Guests privileges for up to one (1) calendar year from the Board's approval of termination of privileges.

Patron/Guest is required to sign the offense as stated above, however, refusal to sign does not invalidate the offense/document filed with the Amenity Manager.

*Inappropriate, disrespectful, abusive, threatening actions or language by any Patron against any staff member will not be tolerated. If at any time, any Patron becomes excessively threatening or vulgar towards any staff member, 911 will be called and a police report will be filed with the City of St. Cloud Police Department immediately. Furthermore, Patrons access cards to the facilities can and will immediately be deactivated for a period of time on the FIRST OFFENSE. This is a serious offense and will not be tolerated.

SECTION IX

SECTION C

SECTION 1

Tohoqua

Community Development District

Summary of Operating Checks

June 20, 2020 to July 27, 2020

Bank	Date	Check No.'s	Amount
General Fund	6/30/20	170-171	\$ 1,057.69
	7/8/20	172	\$ 5,325.25
	7/15/20	173	\$ 223.63
	7/24/20	174-178	\$ 14,044.68
			<hr/>
			\$ 20,651.25
Payroll	Andre Vidrine	50024	\$ 184.70
	James Dowd	50025	\$ 184.70
	Jason Good	50026	\$ 184.70
	Marcus Hooker	50027	\$ 184.70
			<hr/>
			\$ 738.80
			<hr/>
			\$ 21,390.05

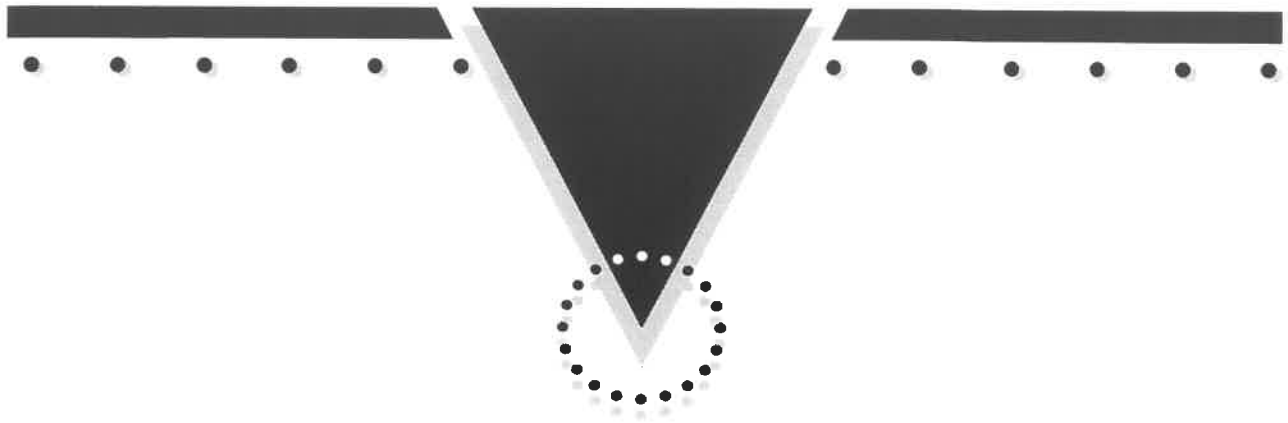
AF300K
*** CHECK DATES 06/20/2020 - 07/27/2020 ***
YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER
TOHOQUA - GENERAL FUND
BANK A GENERAL FUND
RUN 7/28/20
PAGE 1

CHECK DATE	VEND#INVOICE..... DATE INVOICEEXPENSED TO.... YRMO DPT ACCT# SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNTCHECK.... AMOUNT #
6/30/20	00002	6/15/20	86	202006 330-53800-48000	EQUIP/SUPPLIES SPC EVENTS	*	1,016.19	
GOVERNMENTAL MANAGEMENT SERVICES								
6/30/20	00004	6/19/20	92102	202005 310-51300-31500	REVIEW/EMAIL/AGENDA	*	41.50	1,016.19 000170
LATHAM, LUNA, EDEN & BEAUDINE, LLP								
7/08/20	00002	7/01/20	87	202007 310-51300-34000	MANAGEMENT FEE 07/2020	*	3,004.17	41.50 000171
		7/01/20	87	202007 310-51300-35100	INFORMATION TECH 07/2020	*	100.00	
		7/01/20	87	202007 310-51300-31300	DISSEMINATION AGENT 07/20	*	416.67	
		7/01/20	87	202007 310-51300-51000	OFFICE SUPPLIES	*	.51	
		7/01/20	87	202007 310-51300-42000	POSTAGE	*	131.38	
		7/01/20	87	202007 310-51300-42500	COPIES	*	5.85	
		7/01/20	88	202007 320-53800-12000	FUEL MANAGEMENT 07/2020	*	1,666.67	
GOVERNMENTAL MANAGEMENT SERVICES								
7/15/20	00002	7/07/20	92	202007 310-51300-51000	SUPPLIES FOR MAIL/OFFICE	*	223.63	5,325.25 000172
GOVERNMENTAL MANAGEMENT SERVICES								
7/24/20	00009	6/30/20	186591	202007 320-53800-46300	POND MAINT 07/20	*	1,015.00	223.63 000173
APPLIED AQUATIC MANAGEMENT, INC.								
7/24/20	00008	7/01/20	1653	202007 320-53800-46200	LANDSCAPE MAINT 07/2020	*	5,410.00	1,015.00 000174
		7/01/20	1655	202007 320-53800-46200	CPP LANDSCAPE MAINT 07/20	*	3,410.00	
EARTH TEC								
7/24/20	00014	7/14/20	00235764	202006 320-53800-43100	1700 TOHOQUA BOULEVARD V/	*	2,129.45	8,820.00 000175
		7/14/20	00235764	202006 320-53800-43000	16501 TOHOQUA BOULEVARD E	*	15.57	
KISSIMMEE UTILITY AUTHORITY								
7/24/20	00023	7/10/20	471743	202007 320-53800-47100	PEST CONTROL 07/2020	*	65.00	2,145.02 000176
PRO-STAFF TERMITE & PEST CONTROL								
								65.00 000177
					TQUA TOHOQUA CDD	IAGUILAR		

CHECK DATE	VEND#	INVOICE DATE	INVOICE YRMO	DPT ACCT#	SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNTCHECK.... AMOUNT
7/24/20	00012	7/15/20	00054105	202006	320-53800-43200	1700 BLOCK ODD TOHOQUA BL	*	78.98	
		7/15/20	00054143	202006	320-53800-43200	1600 BLOCK EVEN BREEZEWOOD	*	1,574.63	
		7/15/20	00054144	202006	320-53800-43200	1800 BLOCK EVEN CROSS PRA	*	122.87	
		7/15/20	00058428	202006	320-53800-43200	1740-1756 FULFILLMENT DR	*	223.18	
ST. CLOUD UTILITIES									1,999.66 000178
TOTAL FOR BANK A								20,651.25	
TOTAL FOR REGISTER								20,651.25	

TOHOQUA CDD IAGUILAR

SECTION 2



TOHOQUA
Community Development District

Unaudited Financial Reporting

June 30, 2020



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1	<u>Balance Sheet</u>
2-3	<u>General Fund Income Statement</u>
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5	<u>Debt Service Fund Income Statement</u>
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9	<u>Long Term Debt Summary</u>
10-11	<u>Series 2018 Construction Schedule</u>
12	<u>Assessment Receipt Schedule</u>

Tohoqua
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
June 30, 2020

	General Fund	Debt Service Fund	Capital Projects Fund	Totals
<u>ASSETS:</u>				
CASH	\$158,968	---	---	\$158,968
<u>INVESTMENTS</u>				
SERIES 2018				
RESERVE	---	\$69,039	---	\$69,039
REVENUE	---	\$63,189	---	\$63,189
CONSTRUCTION	---	---	\$13,383	\$13,383
DUE FROM OTHER	\$1,500	---	---	\$1,500
PREPAID EXPENSES	\$1,549	---	---	\$1,549
TOTAL ASSETS	<u>\$162,017</u>	<u>\$132,228</u>	<u>\$13,383</u>	<u>\$307,627</u>
<u>LIABILITIES:</u>				
ACCOUNTS PAYABLE	\$4,145	---	---	\$4,145
DUE TO DEBT SERVICE	\$283	---	---	\$283
<u>FUND EQUITY:</u>				
FUND BALANCES:				
RESTRICTED FOR DEBT SERVICE	---	\$132,228	---	\$132,228
RESTRICTED FOR CAPITAL RESERVE	---	\$0	---	\$0
RESTRICTED FOR CAPITAL PROJECTS	---	---	\$13,383	\$13,383
UNASSIGNED	\$157,589	---	---	\$157,589
TOTAL LIABILITIES & FUND EQUITY	<u>\$162,017</u>	<u>\$132,228</u>	<u>\$13,383</u>	<u>\$307,627</u>

Tohoqua

COMMUNITY DEVELOPMENT DISTRICT

GENERAL FUND

Statement of Revenues & Expenditures

For The Period Ending June 30, 2020

	AMENDED BUDGET	PRORATED BUDGET THRU 06/30/20	ACTUAL THRU 06/30/20	VARIANCE
<u>REVENUES:</u>				
DEVELOPER CONTRIBUTIONS	\$624,018	\$0	\$0	\$0
ASSESSMENTS - TAX COLLECTOR	\$228,349	\$228,349	\$228,671	\$322
ASSESSMENTS - DIRECT (UNPLATTED)	\$107,047	\$107,047	\$107,047	\$0
TOTAL REVENUES	\$959,413	\$335,396	\$335,718	\$322
<u>EXPENDITURES:</u>				
<u>ADMINISTRATIVE:</u>				
SUPERVISOR FEES	\$9,600	\$7,200	\$800	\$6,400
FICA EXPENSE	\$734	\$551	\$61	\$489
ENGINEERING	\$12,000	\$9,000	\$1,586	\$7,414
ATTORNEY	\$25,000	\$18,750	\$6,096	\$12,654
ANNUAL AUDIT	\$3,500	\$3,500	\$3,300	\$200
ASSESSMENT ADMINISTRATION	\$5,000	\$5,000	\$5,000	\$0
ARBITRAGE	\$600	\$0	\$0	\$0
DISSEMINATION AGENT	\$5,000	\$3,750	\$3,750	(\$0)
TRUSTEE FEES	\$3,717	\$3,717	\$3,717	\$0
MANAGEMENT FEES	\$36,050	\$27,038	\$27,038	(\$0)
INFORMATION TECHNOLOGY	\$2,400	\$1,800	\$900	\$900
TELEPHONE	\$300	\$225	\$0	\$225
POSTAGE	\$1,000	\$750	\$195	\$555
INSURANCE	\$5,500	\$5,500	\$5,125	\$375
PRINTING & BINDING	\$1,000	\$750	\$180	\$570
LEGAL ADVERTISING	\$3,800	\$2,850	\$1,433	\$1,417
OTHER CURRENT CHARGES	\$1,000	\$750	\$155	\$595
OFFICE SUPPLIES	\$625	\$469	\$30	\$439
DUES, LICENSE & SUBSCRIPTIONS	\$175	\$175	\$175	\$0
TOTAL ADMINISTRATIVE EXPENDITURES	\$117,001	\$91,774	\$59,541	\$32,234
<u>OPERATIONS & MAINTENANCE</u>				
<u>CONTRACT SERVICES</u>				
FIELD MANAGEMENT	\$20,000	\$15,000	\$15,000	(\$0)
AMENITIES MANAGEMENT	\$75,000	\$56,250	\$16,760	\$39,490
LANDSCAPE MAINTENANCE	\$350,000	\$262,500	\$79,380	\$183,120
LAKE MAINTENANCE	\$16,200	\$12,150	\$8,120	\$4,030
WETLAND MAINTENANCE	\$5,000	\$3,750	\$0	\$3,750
WETLAND MITIGATION REPORTING	\$6,000	\$4,500	\$0	\$4,500
POOL MAINTENANCE	\$12,500	\$0	\$0	\$0
PEST CONTROL	\$600	\$0	\$0	\$0
JANITORIAL SERVICES	\$12,500	\$0	\$0	\$0
SUBTOTAL	\$497,800	\$354,150	\$119,260	\$234,890

Tohoqua

COMMUNITY DEVELOPMENT DISTRICT

GENERAL FUND

Statement of Revenues & Expenditures

For The Period Ending June 30, 2020

	AMENDED BUDGET	PRORATED BUDGET THRU 06/30/20	ACTUAL THRU 06/30/20	VARIANCE
REPAIRS & MAINTENANCE				
LANDSCAPE REPLACEMENT	\$25,000	\$18,750	\$6,720	\$12,030
IRRIGATION REPAIRS	\$2,000	\$1,500	\$0	\$1,500
GENERAL REPAIRS & MAINTENANCE	\$1,000	\$1,000	\$3,375	(\$2,375)
OPERATING SUPPLIES	\$1,000	\$750	\$0	\$750
ROAD & SIDEWALK MAINTENANCE	\$1,500	\$1,125	\$0	\$1,125
SIGNAGE	\$250	\$188	\$201	(\$13)
WALLS - REPAIR/CLEANING	\$1,500	\$1,125	\$0	\$1,125
FENCING	\$250	\$188	\$0	\$188
SUBTOTAL	\$32,500	\$24,625	\$10,296	\$14,329
UTILITIES				
POOL - ELECTRIC	\$15,000	\$0	\$0	\$0
POOL - WATER	\$600	\$0	\$0	\$0
ELECTRIC	\$10,000	\$7,500	\$132	\$7,368
WATER & SEWER	\$57,500	\$43,125	\$11,279	\$31,846
STREETLIGHTS	\$75,000	\$56,250	\$12,416	\$43,834
GAS	\$6,000	\$4,500	\$0	\$4,500
SUBTOTAL	\$164,100	\$111,375	\$23,827	\$87,548
AMENITIES				
PROPERTY INSURANCE	\$20,000	\$20,000	\$1,820	\$18,180
POOL ATTENDANTS	\$12,500	\$0	\$0	\$0
POOL REPAIRS & MAINTENANCE	\$9,000	\$0	\$0	\$0
POOL PERMITS	\$750	\$0	\$0	\$0
TRASH COLLECTION	\$6,000	\$0	\$0	\$0
TELEPHONE	\$1,250	\$0	\$0	\$0
CABLE/INTERNET	\$3,750	\$0	\$0	\$0
ACCESS CARDS	\$1,250	\$0	\$0	\$0
SECURITY/ALARMS/REPAIRS	\$17,500	\$0	\$0	\$0
REPAIRS & MAINTENANCE	\$17,500	\$0	\$0	\$0
OFFICE SUPPLIES	\$2,500	\$0	\$0	\$0
ACTIVITIES	\$12,500	\$9,191	\$9,191	\$0
TERMITE BOND	\$750	\$0	\$0	\$0
HOLIDAY DÉCOR	\$2,500	\$2,500	\$1,085	\$1,415
SUBTOTAL	\$107,750	\$31,691	\$12,096	\$19,595
OTHER				
CONTINGENCY	\$25,000	\$18,750	\$0	\$18,750
CAPITAL RESERVE	\$15,262	\$0	\$0	\$0
SUBTOTAL	\$40,262	\$18,750	\$0	\$18,750
TOTAL OPERATION S& MAINTENANCE EXPENDITURES	\$842,412	\$540,591	\$165,479	\$375,112
TOTAL EXPENDITURES	\$959,413	\$632,365	\$225,019	\$407,346
EXCESS REVENUES (EXPENDITURES)	\$0		\$110,698	
FUND BALANCE - Beginning	\$0		\$46,891	
FUND BALANCE - Ending	\$0		\$157,589	

Tohoqua

COMMUNITY DEVELOPMENT DISTRICT

CAPITAL RESERVE FUND

Statement of Revenues & Expenditures

For The Period Ending June 30, 2020

REVENUES:

	ADOPTED BUDGET	PRORATED BUDGET THRU 06/30/20	ACTUAL THRU 06/30/20	VARIANCE
INTEREST	\$0	\$0	\$0	\$0
TOTAL REVENUES	\$0	\$0	\$0	\$0

EXPENDITURES:

CAPITAL OUTLAY	\$0	\$0	\$0	\$0
TOTAL EXPENDITURES	\$0	\$0	\$0	\$0

OTHER FINANCING SOURCES:

TRANSFER IN	\$15,262	\$0	\$0	\$0
TOTAL OTHER FINANCING SOURCES (USES)	\$15,262	\$0	\$0	\$0

EXCESS REVENUES (EXPENDITURES)	\$15,262	\$0	\$0	\$0
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FUND BALANCE - Beginning	\$0	\$0	\$0	\$0
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FUND BALANCE - Ending	\$15,262	\$0	\$0	\$0
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Tohoqua

COMMUNITY DEVELOPMENT DISTRICT

DEBT SERVICE

Statement of Revenues & Expenditures

For The Period Ending June 30, 2020

	ADOPTED BUDGET	PRORATED BUDGET THRU 06/30/20	ACTUAL THRU 06/30/20	VARIANCE
<u>REVENUES:</u>				
ASSESSMENTS - TAX COLLECTOR	\$137,458	\$137,458	\$137,647	\$189
INTEREST	\$0	\$0	\$10	\$108
TOTAL REVENUES	\$137,458	\$137,458	\$137,755	\$297
<u>EXPENDITURES:</u>				
<u>Series 2016</u>				
INTEREST - 11/01	\$0,593	\$0,593	\$0,593	\$0
PRINCIPAL - 05/01	\$5,000	\$5,000	\$5,000	\$0
INTEREST - 05/01	\$0,593	\$0,593	\$0,593	\$0
TOTAL EXPENDITURES	\$136,185	\$136,185	\$136,185	\$0
EXCESS REVENUES (EXPENDITURES)	\$1,273		\$1,570	
FUND BALANCE - Beginning	\$61,193		\$130,658	
FUND BALANCE - Ending	\$62,466		\$132,228	

Tohoqua

COMMUNITY DEVELOPMENT DISTRICT

CAPITAL PROJECT FUND

Statement of Revenues & Expenditures

For The Period Ending June 30, 2020

REVENUES:

	ADOPTED BUDGET	PRORATED BUDGET THRU 06/30/20	ACTUAL THRU 06/30/20	VARIANCE
INTEREST	\$0	\$0	\$11	\$11
TOTAL REVENUES	\$0	\$0	\$11	\$11

EXPENDITURES:

Series 2016

CAPITAL OUTLAY	\$0	\$0	\$0	\$0
CAPITAL OUTLAY - COSTS OF ISSUANCE	\$0	\$0	\$0	\$0
TOTAL EXPENDITURES	\$0	\$0	\$0	\$0
EXCESS REVENUES (EXPENDITURES)	\$0		\$11	
FUND BALANCE - Beginning	\$0		\$13,372	
FUND BALANCE - Ending	\$0		\$13,383	

Tohoqua COMMUNITY DEVELOPMENT DISTRICT

	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	TOTAL
REVENUES:													
DEVELOPER CONTRIBUTIONS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
ASSESSMENTS - TAX COLLECTOR	\$0	\$0	\$227,416	\$63	\$0	\$1,192	\$0	\$0	\$0	\$0	\$0	\$0	\$228,671
ASSESSMENTS - DIRECT (UNPLATTED)	\$0	\$53,524	\$0	\$63	\$53,524	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$107,047
TOTAL REVENUES	\$0	\$53,524	\$227,416	\$63	\$53,524	\$1,192	\$0	\$0	\$0	\$0	\$0	\$0	\$335,718
EXPENDITURES:													
ADMINISTRATIVE:													
SUPERVISOR FEES	\$0	\$0	\$0	\$0	\$0	\$0	\$800	\$0	\$0	\$0	\$0	\$0	\$800
FICA EXPENSE	\$0	\$0	\$0	\$0	\$0	\$0	\$61	\$0	\$0	\$0	\$0	\$0	\$61
ENGINEERING	\$0	\$0	\$0	\$1,486	\$0	\$100	\$0	\$0	\$0	\$0	\$0	\$0	\$1,586
ATTORNEY	\$0	\$77	\$2,466	\$2,293	\$99	\$875	\$245	\$42	\$0	\$0	\$0	\$0	\$6,096
ANNUAL AUDIT	\$500	\$0	\$0	\$0	\$0	\$0	\$1,500	\$1,300	\$0	\$0	\$0	\$0	\$3,300
ASSESSMENT ADMINISTRATION	\$5,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,000
ARBITRAGE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
DISSEMINATION AGENT	\$417	\$417	\$417	\$417	\$417	\$417	\$417	\$417	\$417	\$0	\$0	\$0	\$3,750
TRUSTEE FEES	\$0	\$0	\$0	\$0	\$0	\$2,168	\$0	\$0	\$0	\$0	\$0	\$0	\$2,168
MANAGEMENT FEES	\$3,004	\$3,004	\$3,004	\$3,004	\$3,004	\$3,004	\$3,004	\$3,004	\$3,004	\$0	\$0	\$0	\$37,717
INFORMATION TECHNOLOGY	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$0	\$0	\$0	\$900
TELEPHONE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
POSTAGE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
INSURANCE	\$5,125	\$1	\$2	\$8	\$19	\$7	\$54	\$63	\$40	\$0	\$0	\$0	\$195
PRINTING & BINDING	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
LEGAL ADVERTISING	\$755	\$0	\$0	\$0	\$0	\$65	\$67	\$0	\$47	\$0	\$0	\$0	\$1,433
OTHER CURRENT CHARGES	\$0	\$0	\$0	\$0	\$0	\$130	\$0	\$25	\$0	\$0	\$0	\$0	\$155
OFFICE SUPPLIES	\$0	\$0	\$0	\$0	\$1	\$0	\$22	\$4	\$2	\$0	\$0	\$0	\$30
DUES, LICENSE & SUBSCRIPTIONS	\$175	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$175
TOTAL ADMINISTRATIVE EXPENDITURES	\$16,626	\$1,159	\$5,988	\$7,308	\$3,640	\$6,867	\$6,770	\$5,631	\$3,611	\$0	\$0	\$0	\$59,541
OPERATIONS & MAINTENANCE													
CONTRACT SERVICES													
FIELD MANAGEMENT	\$1,667	\$1,667	\$1,667	\$1,667	\$1,667	\$1,667	\$1,667	\$1,667	\$1,667	\$0	\$0	\$0	\$15,000
AMENITIES MANAGEMENT	\$2,793	\$2,793	\$2,793	\$2,793	\$2,793	\$2,793	\$0	\$0	\$0	\$0	\$0	\$0	\$16,760
LANDSCAPE MAINTENANCE	\$8,820	\$8,820	\$8,820	\$8,820	\$8,820	\$8,820	\$8,820	\$8,820	\$8,820	\$0	\$0	\$0	\$79,380
LAKE MAINTENANCE	\$1,015	\$1,015	\$1,015	\$1,015	\$1,015	\$1,015	\$1,015	\$1,015	\$0	\$0	\$0	\$0	\$8,120
WETLAND MAINTENANCE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
WETLAND MITIGATION REPORTING	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
POOL MAINTENANCE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
PEST CONTROL	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
JANITORIAL SERVICES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SUBTOTAL	\$14,295	\$14,295	\$14,295	\$14,295	\$14,295	\$14,295	\$11,502	\$11,502	\$10,487	\$0	\$0	\$0	\$119,260

Tohoqua COMMUNITY DEVELOPMENT DISTRICT

	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	TOTAL
REPAIRS & MAINTENANCE													
LANDSCAPE REPLACEMENT	\$0	\$0	\$0	\$0	\$0	\$0	\$6,720	\$0	\$0	\$0	\$0	\$0	\$6,720
IRRIGATION REPAIRS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
GENERAL REPAIRS & MAINTENANCE	\$0	\$0	\$285	\$0	\$0	\$3,090	\$0	\$0	\$0	\$0	\$0	\$0	\$3,375
OPERATING SUPPLIES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
ROAD & SIDEWALK MAINTENANCE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SIGNAGE	\$0	\$0	\$0	\$0	\$0	\$0	\$201	\$0	\$0	\$0	\$0	\$0	\$201
WALLS - REPAIR/CLEANING	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FENCING	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SUBTOTAL	\$0	\$0	\$285	\$0	\$0	\$3,090	\$6,921	\$0	\$0	\$0	\$0	\$0	\$10,296
UTILITIES													
POOL - ELECTRIC	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
POOL - WATER	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
ELECTRIC	\$13	\$14	\$15	\$14	\$16	\$14	\$15	\$15	\$16	\$0	\$0	\$0	\$132
WATER & SEWER	\$261	\$1,137	\$1,605	\$632	\$392	\$1,114	\$2,222	\$1,916	\$2,000	\$0	\$0	\$0	\$11,279
STREETLIGHTS	\$1,113	\$1,056	\$1,104	\$1,053	\$1,056	\$973	\$1,812	\$2,120	\$2,129	\$0	\$0	\$0	\$12,416
GAS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SUBTOTAL	\$1,387	\$2,206	\$2,725	\$1,699	\$1,464	\$2,101	\$4,049	\$4,052	\$4,145	\$0	\$0	\$0	\$23,827
AMENITIES													
PROPERTY INSURANCE	\$1,820	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,820
POOL ATTENDANTS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
POOL REPAIRS & MAINTENANCE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
POOL PERMITS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TRASH COLLECTION	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TELEPHONE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CABLE/INTERNET	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
ACCESS CARDS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SECURITY/ALARMS/REPAIRS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
REPAIRS & MAINTENANCE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
OFFICE SUPPLIES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
ACTIVITIES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TERMITE BOND	\$0	\$0	\$0	\$0	\$1,290	\$6,885	\$0	\$0	\$1,016	\$0	\$0	\$0	\$9,191
HOLIDAY DÉCOR	\$0	\$0	\$1,085	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SUBTOTAL	\$1,820	\$0	\$1,085	\$0	\$1,290	\$6,885	\$0	\$0	\$1,016	\$0	\$0	\$0	\$1,085
OTHER													
CONTINGENCY	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CAPITAL RESERVE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SUBTOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL OPERATIONS & MAINTENANCE EXPENDITURES	\$35,004	\$33,013	\$18,390	\$15,994	\$17,049	\$26,371	\$22,471	\$15,553	\$15,648	\$0	\$0	\$0	\$165,479
TOTAL EXPENDITURES	\$51,630	\$36,602	\$24,379	\$23,302	\$20,689	\$33,238	\$28,741	\$21,184	\$19,258	\$0	\$0	\$0	\$275,019
EXCESS REVENUES (EXPENDITURES)	(\$51,630)	\$16,912	\$203,037	(\$23,239)	\$32,835	(\$32,046)	(\$28,741)	(\$21,184)	(\$19,258)	\$0	\$0	\$0	\$110,658

TOHOQUA
COMMUNITY DEVELOPMENT DISTRICT
LONG TERM DEBT REPORT

SERIES 2018, SPECIAL ASSESSMENT REVENUE BONDS		
INTEREST RATES:	4.7%,4.8%	
MATURITY DATE:	5/1/2048	
RESERVE FUND DEFINITION	50% OF MAXIMUM ANNUAL DEBT SERVICE	
RESERVE FUND REQUIREMENT	\$69,039	
RESERVE FUND BALANCE	\$69,039	
BONDS OUTSTANDING - 02/08/18		\$2,165,000
LESS: PRINCIPAL PAYMENT - 05/01/19		(\$35,000)
LESS: PRINCIPAL PAYMENT - 05/01/20		(\$35,000)
CURRENT BONDS OUTSTANDING		\$2,095,000

Tohoqua
COMMUNITY DEVELOPMENT DISTRICT
Special Assessment Revenue Bonds, Series 2018

Date	Requisition #	Contractor	Description	Requisition
Fiscal Year 2018				
3/16/18	1	Tohoqua Development Group, LLC	Reimburse Developer for Construction Costs related to Tohoqua Phase 1A-1 & 1A-2	\$ 1,799,045.21
TOTAL				\$ 1,799,045.21
Fiscal Year 2018				
3/1/18		Interest		\$ 206.99
4/1/18		Interest		\$ 147.87
5/1/18		Interest		\$ 0.03
6/1/18		Interest		\$ 0.03
7/1/18		Interest		\$ 0.03
7/9/18		Transfer from Cost of Issuance		\$ 12,937.11
8/1/18		Interest		\$ 2.48
9/1/18		Interest		\$ 3.33
TOTAL				\$ 13,297.87
Project (Construction) Fund at 02/08/18				\$ 1,798,838.22
Interest Earned thru 09/30/18				\$ 13,297.87
Requisitions Paid thru 09/30/18				\$ (1,799,045.21)
Remaining Project (Construction) Fund				\$ 13,090.88
Fiscal Year 2019				
TOTAL				\$ -
Fiscal Year 2019				
10/1/18		Interest		\$ 3.23
11/1/18		Interest		\$ 3.34
11/6/18		Transfer from Capital Interest		\$ 242.63
12/1/18		Interest		\$ 3.28
1/1/19		Interest		\$ 3.40
2/1/19		Interest		\$ 3.40
3/1/19		Interest		\$ 3.07
4/1/19		Interest		\$ 3.40
5/1/19		Interest		\$ 3.29
6/1/19		Interest		\$ 3.40
7/1/19		Interest		\$ 3.29
8/1/19		Interest		\$ 2.84
9/1/19		Interest		\$ 2.27
TOTAL				\$ 280.84
Project (Construction) Fund at 09/30/18				\$ 13,090.88
Interest Earned thru 09/30/19				\$ 280.84
Requisitions Paid thru 09/30/19				\$ -
Remaining Project (Construction) Fund				\$ 13,371.72

Tohoqua
COMMUNITY DEVELOPMENT DISTRICT
Special Assessment Revenue Bonds, Series 2018

Date	Requisition #	Contractor	Description	Requisition
Fiscal Year 2020				
TOTAL				\$ -
Fiscal Year 2020				
10/1/19		Interest		\$ 1.98
11/1/19		Interest		\$ 1.70
12/1/19		Interest		\$ 1.65
1/1/20		Interest		\$ 1.70
2/1/20		Interest		\$ 1.70
3/1/20		Interest		\$ 1.41
4/1/20		Interest		\$ 0.63
5/1/20		Interest		\$ 0.11
6/1/20		Interest		\$ 0.11
TOTAL				\$ 10.99
Project (Construction) Fund at 09/30/19				\$ 13,371.72
Interest Earned thru 06/30/20				\$ 10.99
Requisitions Paid thru 06/30/20				\$ -
Remaining Project (Construction) Fund				\$ 13,382.71

TOHOQUA

COMMUNITY DEVELOPMENT DISTRICT

Special Assessment Receipts

Fiscal Year 2020

TOTAL ASSESSMENT LEVY

TOTAL ASSESSMENT LEVY									
DATE	DESCRIPTION	GROSS AMT	COMMISSIONS	DISC/PENALTY	INTEREST	NET RECEIPTS	O&M Portion	Series 2018 Portion	Total
							62.42%	37.58%	100.00%
12/06/19	ACH	\$380,857.89	\$7,617.15	\$14,929.92	\$0.00	\$358,310.82	\$223,672.19	\$134,638.63	\$358,310.82
12/23/19	ACH	\$6,329.00	\$122.39	\$209.55	\$0.00	\$5,997.06	\$3,743.61	\$2,253.45	\$5,997.06
01/21/20	ACH	\$0.00	\$0.00	\$0.00	\$101.12	\$101.12	\$63.12	\$38.00	\$101.12
03/09/20	ACH	\$1,967.50	\$38.96	\$19.68	\$0.00	\$1,908.86	\$1,191.59	\$717.27	\$1,908.86
						\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00
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						\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00
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						\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00

Assessed on Roll:	Gross Percent Collected
	100%
	\$0.00
	Balance Remaining to Collect:

Tohoqua Development Group LLC					
Net Assessments					
DATE RECEIVED	DUE DATE	CHECK NO.	NET ASSESSED	AMOUNT RECEIVED	GENERAL FUND
11/23/19	11/1/19	10004	\$53,523.50	\$53,523.50	\$53,523.50
2/21/20	2/1/20	528	\$26,761.75	\$26,761.75	\$26,761.75
2/21/20	5/1/20	528	\$26,761.75	\$26,761.75	\$26,761.75
				\$107,047.00	\$107,047.00

Assessed on Roll:

SECTION 3

**NOTICE OF MEETING DATES
TOHOQUA
COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors of the *Tohoqua Community Development District* will hold their regularly scheduled public meetings for **Fiscal Year 2021** at **9:00 am at 1830 Fulfillment Drive, Kissimmee, Florida 34744**, on the first Wednesday of each month as follows:

October 7, 2020
November 4, 2020
December 2, 2020
January 6, 2021
February 3, 2021
March 3, 2021
April 7, 2021
May 5, 2021
June 2, 2021
July 7, 2021
August 4, 2021
September 1, 2021

The meetings are open to the public and will be conducted in accordance with the provision of Florida Law for Community Development Districts. Due to the current COVID-19 public health emergency, there may be occasions where the public meetings will need to be conducted by telephonic or videoconferencing technology, including Zoom, pursuant to Executive Orders 20-52 and 20-69, issued by Governor DeSantis, as extended or supplemented, and pursuant to Section 120.54(5)(b)2., *Florida Statutes*. Meetings held via communications media technology will be separately noticed. A copy of the agenda for a particular meeting may be obtained from the District Manager at 219 East Livingston Street, Orlando, FL 32801.

The meetings may be continued to a date, time, and place as evidenced by motion of the majority of Board Members participating. There may be occasions when one or more Supervisors will participate by telephone.

Any person requiring special accommodations at these meetings because of a disability or physical impairment should contact the District Office at (407) 841-5524 at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service 1-800-955-8770, for aid in contacting the District Office.

Each person who decides to appeal any action taken at these meetings is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

George S. Flint
District Manager
Governmental Management Services – Central Florida, LLC