## Tohoqua Community Development District

Agenda

December 2, 2020

# **AGENDA**

## Tohoqua

## Community Development District

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

November 25, 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, December 2, 2020 at 9:00 AM at the Tohoqua Amenity Center, 1830 Fulfillment Drive, Kissimmee, Florida 34744. Following is the advance agenda for the meeting:

- 1. Roll Call
- 2. Public Comment Period
- 3. Approval of Minutes of the October 7, 2020 Meeting
- 4. Consideration of Agreement with United Landscapes for Landscape Management Services
- 5. Ratification of Proposal for Holiday Décor/Lights with Lighting Pros, LLC
- 6. Financing Matters
  - A. Consideration of Resolution 2021-03 Adopting the Second Supplemental Engineer's Report for Phase 2 (Phase 2 Project) and Supplemental Assessment Methodology for Assessment Area Two Phase 2 Project
  - B. Consideration of Resolution 2021-04 Adopting the Third Supplemental Engineer's Report for Phase 4A/5A (Phase 4A/5A Project) and Supplemental Assessment Methodology for Assessment Area Three Phase 4A/5A Project
- 7. Staff Reports
  - A. Attorney
  - B. Engineer
  - C. District Manager's Report
    - i. Approval of Check Register
    - ii. Balance Sheet and Income Statement
    - iii. Amenity Manager's Report
- 8. Other Business
- 9. Supervisors Requests
- 10. 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 the approval of the minutes of the October 7, 2020 Board of Supervisors meeting. The minutes are enclosed for your review.

The fourth order of business is consideration of agreement with United Landscapes for Landscape Management Services. A copy of the agreement is enclosed for your review.

The fifth order of business is ratification proposal for holiday décor/lights with Lighting Pros, LLC. A copy of the proposal is enclosed for your review.

The sixth order of business is financing matters. Section A is consideration of Resolution 2021-03 Adopting the Second Supplemental Engineer's Report for Phase 2 (2021 Phase 2 Project) and Supplemental Assessment Methodology for Assessment Area Two – Phase 2 Project. A copy of the resolution is enclosed for your review. Section B is consideration of Resolution 2021-04 Adopting the Third Supplemental Engineer's Report for Phase 4A/5A (2021 Phase 4A/5A Project) and Supplemental Assessment Methodology for Assessment Area Three – Phase 4A/5A Project. A copy of the resolution is enclosed for your review.

The seventh order of business is Staff Reports. 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 the Amenity Manager's Report. A copy of the report is enclosed for your review.

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 Peter Dame, Bond Counsel Brett Sealy, Underwriter Darrin Mossing, GMS

**Enclosures** 



# 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, October 7, 2020 at 9:00 a.m., via Zoom Video Conferencing, pursuant to Executive Orders 20-52, 20-69, 20-112, 20-150, 20-179, 20-193 and 20-246 issued by Governor DeSantis on March 9, 2020, March 20, 2020, April 29, 2020, June 23, 2020, July 30, 2020, August 7, 2020, and September 30, 2020 respectively, and any extensions or supplements thereof, and pursuant to Section 120.54(5)(b)2., *Florida Statutes*.

#### Present and constituting a quorum were:

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

Also present were:

George Flint District Manager
Kristen Trucco District Counsel

Larissa Diaz CALM Marcia Calleja CALM

Alan Scheerer Field Manager

Engineer Representative (via phone)

#### FIRST ORDER OF BUSINESS

#### Roll Call

Mr. Flint called the meeting to order at 9:00 a.m. and called the roll. A quorum was present.

Mr. Hooker joined the meeting.

#### SECOND ORDER OF BUSINESS

**Public Comment Period** 

Mr. Flint: Only Board members and staff are present.

#### THIRD ORDER OF BUSINESS

## Approval of Minutes of the September 2, 2020 Meeting

Mr. Flint: Did the Board have any comments or corrections to the minutes? If not, we would ask for a motion to approve them.

On MOTION by Mr. Vidrine seconded by Mr. Hooker with all in favor the Minutes of the September 2, 2020 Meeting were approved as presented.

#### FOURTH ORDER OF BUSINESS Public Hearing

## A. Consideration of Resolution 2021-01 Adopting Chapter IV, Chapter V and Chapter VI Rules

Mr. Flint: You previously reviewed a draft of these chapters and authorized staff to advertise a public hearing for consideration. So, we will go ahead and open the public hearing. For the record, there are no members of the public to provide comment, so we will bring it back to the Board for discussion. The resolution in your agenda includes Exhibits A, B and C. Unfortunately Exhibit C in your agenda repeats Chapter IV. It should be Chapter VI. I emailed that out this morning. Chapter VI is the rule dealing with the suspension of privileges, in the event someone violates the District's Amenity Policy or otherwise meets the eligibility in the chapter. The District and the Board have the ability to suspend the privileges of the resident to use the amenity for a period of time. So that chapter goes through what criteria would have to be met to be able to do that and what the process would actually be in the event their privileges were suspended. Exhibit A is Chapter IV. This is the non-resident user fee. What this chapter does, is it establishes a fee of \$2,000 that would have to be paid annually for someone who is not a resident to be able to use the District's amenities. The reason we do this is because we are a government entity and typically our amenities are public. So, to address the issue of nonresidents using the amenities, we establish that non-residents would have to pay to basically step into the shoes of a resident for purposes of using the Clubhouse and amenities involved with that. Exhibit B is Chapter V, which sets up fees such as rental of the Clubhouse, security deposits, access fee card deposits, etc. Because we are a government, we have to establish any fees we charge through the rulemaking process. This does that for the fees that we anticipate charging and allows for an annual increase of not more than 10% without an additional rule hearing. So, it does give the Board the ability to increase these. Without a rule hearing, you can do that up to

10% annually. As I mentioned, Chapter VI is the suspension of use and termination of privileges. Exhibit C to the resolution, provides the grounds for termination. In the event those grounds are met, how we handle that is a gradual process that starts out with verbal and written warnings and then goes up from there. However, if the offense is egregious enough, we can skip to suspension without going through the other processes. So that's Chapter VI. Are there any questions from the Board on the proposed rules? Hearing none, no members of the public are present. If there are no questions, we need a motion to adopt Resolution 2021-01.

On MOTION by Mr. Vidrine seconded by Mr. Good with all in favor Resolution 2021-01 Adopting Chapter IV, Chapter V and Chapter VI Rules was adopted.

Mr. Flint: At this time, we will close the public hearing.

#### FIFTH ORDER OF BUSINESS

Consideration of Resolution 2021-02 Accepting the Conveyance of Improvements from the Master Developer Related to the Amenity Center (Recreation Tract B)

Ms. Trucco: This is a resolution accepting the Amenity Center and related improvements from the Developer to the District. It has our standard conveyance documents. This conveyance is pursuant to the initial bond acquisition documents, as well as the initial Development Plans for the District. You will see the resolution accepting and authorizing the conveyance. Then you will see our Special Warranty Deed for any real property associated with that tract. It's Tract H on the plat, which is the Amenity Center. Then we have a Bill of Sale for all related improvements for the Amenity Center. We have a list of some inventory items that we consider improvements to the Amenity Center that will be transferred to the District. Then we also have our standard agreements from the owner, basically assuring that there are no encumbrances of real property and no outstanding taxes due for the real property and the associated improvements. We also have a certificate of the District Engineer attached. That's just assuring the District that the District Engineer certifies that the Amenity Center and the improvements are being conveyed pursuant to all bond documents and government regulations related to the construction of the

Amenity Center. If you have any questions, we are happy to answer them. Otherwise, we are just looking for Board approval of the resolution.

Mr. Flint: Are there any questions on the resolution? If not, we need a motion to approve it.

On MOTION by Mr. Vidrine seconded by Mr. Good with all in favor Resolution 2021-02 Accepting the Conveyance of Improvements from the Master Developer Related to the Amenity Center (Recreation Tract B) was adopted.

#### SIXTH ORDER OF BUSINESS

# Consideration of Acquisition Agreement with Pulte Home Company, LLC Related to Proposed 2020 (2021) Bonds

Mr. Flint: Next are Acquisition Agreements between the District, Pulte Home Company, LLC. (Pulte) and Lennar Homes, LLC. (Lennar). They allow the District to acquire improvements from either Pulte or Lennar in the event we issue bonds. A lot of times, this will be done in conjunction with the financing process. Based on the timing, I know Lennar is turning dirt and Pulte will be soon. They may be in a situation where they are ready to turn assets over to the City of St. Cloud or another government entity that are anticipated to be acquired by the District. This preserves the right for us to be able to pay them once we issue bonds. It doesn't obligate us to do that, but with the Acquisition Agreement in place, in the event they construct and turn something over that's defined in the Acquisition Agreement, it allows us, once we issue bonds, to reimburse or acquire those from the two developers. Kristen, I don't think the exhibits are ready.

Ms. Trucco: We were told those are being worked on right now. We are early in the process right now.

Mr. Flint: The District Engineer is working on preparing Engineer's Reports for both the Pulte and Lennar projects. Once those Engineer's Reports are prepared and define the improvements that are eligible to be acquired, those would be attached to these agreements as exhibits. I don't know, Kristen, if you are comfortable with the Board approving these in substantial form, subject to including the Engineer's Report upon completion or how you want to handle it.

Ms. Trucco: That's fine. That would work from a legal standpoint, if they want to approve that. This is in advance of the bonds being issued, if work gets completed. It's an agreement between the developer and the District that the District will reimburse the developer. It also sets forth a procedure for the conveyance of that real property to the District. So, it's a protection early on before the bonds are issued for both the District and the developer. Does anyone have any questions on these agreements? Yes, Andre?

Mr. Vidrine: This particular document has Pulte written on it. I didn't know if there was a separate one that you needed for Lennar.

Mr. Flint: Yes. That's the next agenda item.

Mr. Vidrine: It's just an observation.

Mr. Flint: There are two different agreements in your agenda package. The first one is with Pulte and the next one is with Lennar.

Ms. Trucco: That is a good question, because it is confusing. There will be two separate bond issuances.

Mr. Flint: Okay. If there are no questions, the first one for approval is the Acquisition Agreement with Pulte Home Company, LLC related to the proposed 2020 or 2021 bonds, depending on the timing. We need a motion to approve that Acquisition Agreement in substantial form.

On MOTION by Mr. Vidrine seconded by Mr. Dowd with all in favor the Acquisition Agreement with Pulte Home Company, LLC Related to Proposed 2020 (2021) Bonds was approved in substantial form.

#### SEVENTH ORDER OF BUSINESS

Consideration of Acquisition Agreement with Lennar Homes, LLC Related to Proposed 2020 (2021) Bonds

Mr. Flint: This is the same agreement but with Lennar Homes, LLC. We need a motion to approve that agreement in substantial form.

On MOTION by Mr. Vidrine seconded by Mr. Dowd with all in favor the Acquisition Agreement with Lennar Homes, LLC Related to Proposed 2020 (2021) Bonds was approved in substantial form.

#### **EIGHTH ORDER OF BUSINESS**

#### **Staff Reports**

#### A. Attorney

Mr. Flint: Kristen, do you have anything else for the Board?

Ms. Trucco: I have nothing else to report to the Board today. Thank you.

#### B. Engineer

Mr. Flint: Mr. Eric Warren unfortunately had a conflict. He does have a representative on the phone, but I don't believe there's any report from the District Engineer.

#### C. District Manager's Report

### i. Approval of Check Register

Mr. Flint: The Check Register in your agenda package was for the General Fund and payroll totaling \$17,756.48. The detailed Check Register is behind the summary. If there are any questions, we can discuss those. If not, I would ask for a motion to approve the Check Register.

On MOTION by Mr. Vidrine seconded by Mr. Dowd with all in favor the Check Register from August 25, 2020 through September 28, 2020 in the amount of \$17,756.48 was approved.

#### ii. Balance Sheet and Income Statement

Mr. Flint: We have the Unaudited Financials through August 31<sup>st</sup>. No action is required by the Board, but if there any questions, we can discuss those.

## iii. Amenity Manager's Report

Mr. Flint: Marcia?

Ms. Calleja: Good morning everybody, after a very successful opening at the Tohoqua Residents Club, I'm proud to present that we issued most of the access cards to the residents. There are just a few that we haven't issued yet. Everything is working and up and running. They recently finished the pergolas that they were installing the last two weeks. They just have to do some cleanup work. They are installing signs throughout the community leading people to the Resident's Club. They just put some in the front yesterday that says, "Clubhouse" and "Fitness Center." It's really coming together beautifully. The residents are complimenting us. Complimenting how beautiful the facilities are. So, it has been pretty great. I sent over some pictures of the first few people that we had at the Amenity Center. Again, there were very happy

residents. We were able to sit down and speak with them and go over some of the rules and how

it works. Lastly, after sitting down with so many residents, they had some questions for the

developer. So, I just wanted to bring that up to your attention today. The first concern that we

had was whether we could extend the gym hours, but now that we are in Phase III, after

discussing with George, we did go to full hours, which is 4:30 a.m. to 11:00 p.m. So now those

complaints should disengage. Another question that some of the residents had for us also is that

they like to come to the gym and bring their children. They just want to see if there would be a

consideration to add a little area where their kids could play. I don't see that there's a lot of space

for that, but I did tell the resident that I would bring it to the Board's attention. I didn't know if

you wanted to comment on that at this time.

Mr. Flint: Marcia, I think we can get with Andre and go through these issues rather than

having the Board handle it. If you have concerns, so the Board is aware, we can let them know

and try to resolve those. As far as any negative concerns, we request that residents bring those to

our attention and we can discuss it with the Board. That's no problem. Overall, everyone is very

happy.

Mr. Flint: Good. Are there any comments or questions from the Board?

Mr. Vidrine: You did a good job of bringing this all together. It was a lot of work on

everyone's part. We appreciate staff and everyone involved.

Ms. Calleja: Thank you.

Mr. Flint: Thank you, guys.

NINTH ORDER OF BUSINESS

Other Rusiness

Mr. Flint: Is there any other business the Board would like to discuss that was not on the

agenda? Hearing none,

TENTH ORDER OF BUSINESS

**Supervisors Requests** 

Mr. Flint: Is there anything else from the Board? Hearing none,

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## **ELEVENTH ORDER OF BUSINESS**

Secretary / Assistant Secretary

## Adjournment

Chairman / Vice Chairman

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

favor the meeting was adjourned.	

# SECTION IV

## <u>LANDSCAPE MANAGEMENT AGREEMENT</u> (Tohoqua CDD and Florida ULS Operating LLC d/b/a United Landscapes)

THIS LANDSCAPE MANAGEMENT AGREEMENT (hereinafter referred to as the "Agreement"), effective as of the 1<sup>st</sup> day of November, 2020 (hereinafter referred to as the "Effective Date"), between the TOHOQUA COMMUNITY DEVELOPMENT DISTRICT (hereinafter referred to as the "District"), a local unit of special purpose government created under Chapter 190, Florida Statutes, whose mailing address is c/o Governmental Management Services – Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801, and FLORIDA ULS OPERATING LLC, a Delaware limited liability company, d/b/a UNITED LANDSCAPES (hereinafter referred to as "Contractor"), whose address is 12428 San Jose Boulevard, Suite 4, Jacksonville, Florida 32223.

#### WITNESSETH:

Subject to and upon the terms and conditions of this Agreement and in consideration of the mutual promises set forth herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the District and Contractor agree as follows:

#### 1. **DEFINITIONS**.

- (a) Agreement. The Agreement consists of this Landscape Management Agreement and the following proposals attached hereto as Exhibit "A" (collectively, hereinafter referred to as the "Proposals"): (1) "Tohoqua Cross Prairie Pkwy.;" (2) "Tohoqua (2) Additional Ponds;" (3) "Tohoqua Phase 1 (CPP Not Included);" (4) "Tohoqua Amenity Complex (Updated);" and (5) "Tohoqua Amenity Center Pond." In the event of any conflict between the terms herein with the terms of the Proposals, the terms herein shall prevail (without the conflicting exhibit term(s)). The Agreement represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representation, or agreements, either written or oral. The Agreement may be amended or modified only as set forth below in Article 14.
- (b) <u>Services/Work.</u> The term "Work" as used in this Agreement shall be construed to include all Work set forth in the Proposals, including grounds maintenance, irrigation services, arbor care, fertilization and pest control, and all other obligations of Contractor under this Agreement, including any addenda or special conditions.

#### 2. SCOPE OF WORK.

- (a) A description of the nature, scope, and schedule of the Work to be performed by Contractor under this Agreement shall be pursuant to the Proposals.
- (b) As further detailed in Paragraph 5(a) herein, as of the Effective Date the Work is comprised of the services for which pricing is provided in Proposals.
- 3. <u>COMMENCEMENT OF WORK.</u> Contractor shall commence the Work on November 1, 2020, pursuant to the Proposals.

#### 4. DISTRICT MANAGER.

- (a) The District's authorized representative (herein referred to as the "District Manager") shall be the District Manager of the District, which is Governmental Management Services Central Florida, LLC, whose mailing address is 219 East Livingston Street, Orlando, Florida 32801, Attention: George Flint; provided, however, that the District may, without liability to the Contractor, unilaterally amend this Article from time to time by designating a different person or organization to act as its representative and so advising the Contractor in writing, at which time the person or organization so designated shall be the District's representative for the purpose of this Agreement. To be effective, such change must be authorized by District Counsel (identified in Paragraph 19(a) herein) or the District's Chairman.
- (b) All actions to be taken by, all approvals, notices, consent, directions and instruction to be given by, all notices and other matters to be delivered to, all determinations and decisions to be made by and, in general, all other action to be taken by, or given to, the District shall be taken, given, and made by, or delivered or given to the District Manager in the name of and on behalf of the District; provided, however, that the District (and not the District Manager or any other agents of the District) shall be solely obligated to the Contractor for all sums required to be paid by the District to the Contractor hereunder.

## 5. <u>COMPENSATION, PAYMENTS AND INSPECTION RIGHTS PRIOR TO FINAL PAYMENT.</u>

- (a) As of the Effective Date, the District agrees to pay the Contractor the amounts specified in the Proposals on a monthly basis for twelve (12) months for the Work.
- (b) Before payment is required to be made to the Contractor for the Work, the District shall have the right of an inspection to accept or deny the sufficiency of the Work.
- (c) Change Order(s) shall mean orders or directives approved by the District in writing and signed by both the District and the Contractor (hereinafter referred to as "Change Orders"). Change Orders shall be issued for repairs or emergency services, or any other one-time changes to the Work. Work performed under a Change Order may be paid either on a lump sum basis, a unit price basis, or a time and material basis in the District's sole discretion and after the District has performed an inspection to accept or deny the sufficiency of the Contractor's work. The Contractor shall not be entitled to compensation for Change Orders or for work outside the scope of Article 2 unless the Contractor has obtained prior written authorization as required herein.
- (d) The District retains the right to reduce any portion of the Contractor's scope of Work as set forth in Article 2. Should this occur, a revised scope of Work and reduced compensation shall be agreed upon in writing by both District and Contractor.

## 6. <u>REPRESENTATATIONS, WARRANTIES AND COVENANTS.</u>

(a) Contractor hereby represents to District that: (i) it has the experience, qualifications and skill to perform the Work as set forth in this Agreement; (ii) it is duly licensed and permitted to observe and perform the terms, covenants, conditions and other provisions on its

part to be observed or performed under this Agreement; (iii) has the necessary equipment, materials and inventory required to perform the Work as set forth in this Agreement; (iv) it has by careful examination satisfied itself as to: (a) the nature, location and character of the area in which the Work is to be performed including, without limitation, the surface conditions of the land and all structures and obstructions thereon, both natural and manmade, the surface water conditions of the area, and to the extent pertinent, all other conditions; and (b) all other matters or things which could in any manner affect the performance of the Work.

(b) The Contractor warrants to the District that all materials furnished under this Agreement shall be new unless otherwise specified, and that all Work shall be of good quality, free from faults and defects and in conformance with the Agreement Documents.

## 7. EMPLOYEES: INDEPENDENT CONTRACTOR STATUS.

- (a) All matters pertaining to the employment, supervision, compensation, insurance, promotion, and discharge of any employees of Contractor or of entities retained by Contractor are the sole responsibility of Contractor. Contractor shall fully comply with all applicable acts and regulations having to do with workman's compensation, social security, unemployment insurance, hours of labor, wages, working conditions and other employer-employee related subjects. Contractor shall obtain, for each individual Contractor employs on the District's premises at any time, a criminal background check performed by an appropriate federal or state agency, or by a professional and licensed private investigator, and shall make, based on the results of such background checks, employment suitability determinations for each employee that are reasonable and customary within the Contractor's industry. Contractor shall maintain copies of said background checks on file so long as the subject individual(s) remains in Contractor's employ, and Contractor shall make all background checks available for District's review upon request. Contractor shall enforce strict discipline and good order among its employees on the District's premises.
- (b) Contractor is an independent contractor and not an employee of the District. It is further acknowledged that nothing herein shall be deemed to create or establish a partnership or joint venture between the District and Contractor. Contractor has no authority to enter into any contracts or contracts, whether oral or written, on behalf of the District.

## 8. <u>COMPLIANCE WITH LAWS, REGULATIONS, RULES AND POLICIES.</u>

- (a) At all times, Contractor shall operate in accordance with all applicable laws, statutes, regulations, rules, ordinances, policies, permits and orders. Contractor is responsible for obtaining all permits or other approvals required for this work.
- (b) Contractor hereby covenants and agrees to comply with all the rules, ordinances and regulations of governmental authorities wherein the District's facilities are located, as said rules, etc. may specifically relate to Contractor or its services provided hereunder, at Contractor's sole cost and expense, and Contractor will take such action as may be necessary to comply with any and all notices, orders or other requirements affecting the services described herein as may be issued by any governmental agency having jurisdiction over Contractor, unless specifically instructed by the District that it intends to contest such orders or requirements and that

Contractor shall not comply with the same. Contractor shall provide immediate notice to the District of any such orders or requirements upon receipt of same.

(c) The District is a local unit of special purpose government created in accordance with the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*. Contractor agrees to comply with all applicable requirements of the "Sunshine Law," the "Public Records Law," the Community Development Districts Law, and all other statutes and regulations applicable to Contractor.

## 9. WORKPLACE ENVIRONMENT AND PUBLIC SAFETY.

- (a) Contractor agrees to provide a safe and healthy workplace environment for its employees and agents and a safe and healthy environment for the public at all times. Contractor shall promptly correct any unsafe condition or health hazard in its control and shall immediately report any such condition to the District). In addition to all other requirements of this Agreement, Contractor shall comply with all federal, state, and local laws and regulations related to health and safety. Further, Contractor acknowledges that all vehicles and equipment must be properly and safely operated and, where applicable, licensed and/or permitted, to operate on public roadways. Contractor acknowledges that it is responsible for public safety issues including but not limited to: proper work methods, use of protective equipment, safe maintenance, traffic control through work zones, and handling and use of materials, vehicles, and equipment.
- (b) The Contractor agrees that it alone bears the responsibility for providing a safe and healthy workplace, and that nothing in this Agreement suggests that the District has undertaken or assumed any part of that responsibility.
- (c) Contractor will provide employees with training to perform their jobs safely, including instruction in proper work methods, use of protective equipment, and safe maintenance, handling and use of materials, vehicles, and equipment. Contractor will not ask or allow any employee to operate any vehicle or equipment until the employee has received all relevant and advisable training.
- (d) Contractor will furnish, at its expense, all safety and protective equipment required or advisable for the protection of employees.

## 10. PUBLIC RECORDS AND OWNERSHIP OF BOOKS AND RECORDS.

- (a) Contractor understands and agrees that all documents of any kind relating to this Agreement may be public records and, accordingly, Contractor agrees to comply with all applicable provisions of Florida public records law, including but not limited to the provisions of Chapter 119, *Florida Statutes*. Contractor acknowledges and agrees that the public records custodian of the District is the District Manager, which is currently Governmental Management Services Central Florida, LLC (the "Public Records Custodian"). Contractor shall, to the extent applicable by law:
  - (b) Keep and maintain public records required by District to perform services.
  - (c) Upon request by District, provide District with the requested public

records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes;

- (d) Ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the Agreement term and following the Agreement term if the Contractor does not transfer the records to the Public Records Custodian of the District; and
- (e) Upon completion of the Agreement, transfer to District, at no cost, all public records in District's possession or, alternatively, keep, maintain, and meet all applicable requirements for retaining public records pursuant to Florida laws.
- IF THE CONTRACTOR HAS **QUESTIONS** REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTORS'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DISTRICT'S CUSTODIAN OF **PUBLIC** RECORDS  $\mathbf{AT}$ (407-841-5524), OR BY **EMAIL** GFLINT@GMSCFL.COM, OR BY REGULAR MAIL AT 219 LIVINGSTON STREET, ORLANDO, FLORIDA 32801, ATTENTION: DISTRICT PUBLIC RECORDS CUSTODIAN.

#### 11. INSURANCE.

- (a) Contractor shall, throughout the performance of its services pursuant to this Agreement, maintain at a minimum:
- (i) Occurrence based comprehensive general liability insurance (including broad form contractual coverage), with a minimum limit of \$1,000,000 single limit per occurrence, protecting it and District from claims for bodily injury (including death), property damage, contractual liability, products liability and personal injury which may arise from or in connection with the performance of Contractor's Work under this Agreement or from or out of any act or omission of Contractor, its officers, directors, agents, and employees; and
- (ii) Occurrence based automobile liability insurance including bodily injury and property damage, including all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$1,000,000.00 combined single limit covering all Work performed hereunder; and
- (iii) Workers' compensation insurance as required by applicable law (or employer's liability insurance with respect to any employee not covered by workers' compensation) with minimum limits of One Hundred Thousand Dollars (\$100,000) per occurrence; and
  - (iv) Employers liability, with a minimum coverage level of \$1,000,000.
- (b) All such insurance required in Paragraph 11(a) shall be with companies and on forms acceptable to District and shall provide that the coverage thereunder may not be reduced

or canceled unless thirty (30) days prior written notice thereof is furnished to District; the insurance required under paragraph 11(a)(i) shall name the District as an additional insured. Certificates of insurance (and copies of all policies, if required by the District) shall be furnished to the District. In the event of any cancellation or reduction of coverage, Contractor shall obtain substitute coverage as required under this Agreement, without any lapse of coverage to District whatsoever.

- 12. <u>SOVEREIGN IMMUNITY</u>. Nothing contained herein, or in the Agreement, or in the Terms and Conditions, shall cause or be construed as a waiver of the District's immunity or limitations on liability granted pursuant to Section 768.28, *Florida Statutes*, or other law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which could otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.
- 13. <u>INDEMNIFICATION</u>. Contractor agrees to indemnify, save harmless and defend the District, its officers, directors, board members, employees, agents and assigns, from and against any and all liabilities, claims, penalties, forfeitures, suits, legal or administrative proceedings, demands, fines, punitive damages, losses, liabilities and interests, and any and all costs and expenses incident thereto (including costs of defense, settlement and reasonable attorneys' fees, which shall include fees incurred in any administrative, judicial or appellate proceeding) which the District, their officers, directors, board members, employees, agents and assigns, may hereafter incur, become responsible for or pay out to the extent arising out of (i) Contractor's breach of any term or provision of this Agreement, or (ii) any negligent or intentional act or omission of Contractor, its agents, employees or sub-contractors, related to or in the performance of this Agreement.

## 14. MODIFICATIONS, ADDITIONS OR DELETIONS TO THE WORK.

- (a) A Change Order shall be in writing by the District, which shall consist of additions, deletions, or other modifications to the Agreement.
- (b) The District may, from time to time, without affecting the validity of the Agreement, or any term or condition thereof, issue Change Orders which may identify additional or a revised scope of Work, or other written instructions and orders, which shall be governed by the provisions of the Agreement. The Contractor shall comply with all such orders and instructions issued by the District. Upon receipt of any Change Order, the Contractor shall promptly proceed with the work, and the resultant decrease or increase in the amount to be paid the Contractor, if any, shall be governed by the provisions of Article 5 in this Agreement.

## 15. PROTECTION OF PERSONS AND PROPERTY; MONITORING.

(a) In addition to all other requirements hereunder, the Contractor shall be responsible for initiating, maintaining and supervising safety precautions and programs in connection with the Work, and shall provide all protection to prevent injury to persons involved in any way in the Work and all other persons, including, without limitation, the employees, agents guests, visitors, invitees and licensees of the District and community residents, tenants, and the general public that may be affected thereby.

- (b) All Work, whether performed by the Contractor, its Subcontractors, or anyone directly or indirectly employed by any of them, and all applicable equipment, machinery, materials, tools and like items used in the Work, shall be in compliance with, and conform to: (i) all applicable laws, ordinances, rules, regulations and orders of any public, quasi-public or other governmental authority; and (ii) all codes, rules, regulations and requirements of the District and its insurance carriers relating thereto. In the event of conflicting requirements, the more stringent shall govern.
- (c) The Contractor shall at all times keep the general area in which the Work is to be performed, including but not limited to sidewalks, roadways, trails, rights-of-way, open spaces, and all such areas impacted by the Work, clean and free from accumulation of waste materials or rubbish (including, without limitation, hazardous waste), caused by performance of the Work, and shall continuously throughout performance of the Work, remove and dispose of all such materials. The District may require the Contractor to comply with such standards, means and methods of cleanup, removal or disposal as the District may make known to the Contractor. In the event the Contractor fails to keep the general area in which the Work are to be performed clean and free from such waste or rubbish, or to comply with such standards, means and methods, the District may take such action and offset any and all costs or expenses of whatever nature paid or incurred by the District in undertaking such action against any sums then or thereafter due to the Contractor.
- (d) Contractor shall cooperate with and participate in, at no additional cost or charge, all programs, plans or routines for monitoring and reporting to District, as required in the sole discretion of the District, to ensure satisfactory performance of the Work provided hereunder.

#### 16. SUSPENSION OR TERMINATION.

- (a) Anything in this Agreement to the contrary notwithstanding, District shall, in its sole discretion and without cause, have the right to suspend or terminate this Agreement upon ten (10) days prior written notice to Contractor.
- (b) If the Contractor should become insolvent, file any bankruptcy proceedings, make a general assignment for the benefit of creditors, suffer or allow appointment of a receiver, refuse, fail or be unable to make prompt payment to Subcontractors, disregard applicable laws, ordinances, governmental orders or regulations or the instructions of the District, or if the Contractor should otherwise be guilty of a violation of, or in default under, any provisions of the Agreement, then the District may, without prejudice to any other right or remedy available to the District and after giving the Contractor and its surety, if any, seven (7) days written notice, terminate the Contract and the employment of Contractor. In addition, without terminating this Contract as a whole, the District may, under any of the circumstances above, terminate any portion of this Contract (by reducing, in such as manner as District deems appropriate, the Work to be performed by the Contractor) and complete the portion of this Contract so terminated in such manner as the District may deem expedient.
- 17. <u>SUBCONTRACTORS</u>. If the Contractor desires to employ Subcontractors in connection with the performance of its Work under this Agreement:

- (a) Nothing contained in the Agreement shall create any contractual relationship between the District and any Subcontractor. However, it is acknowledged that the District is an intended third-party beneficiary of the obligations of the Subcontractors related to the Work.
- (b) Contractor shall coordinate the services of any Subcontractors and remain fully responsible under the terms of this Agreement; Contractor shall be and remain responsible for the quality, timeliness and coordinate of all Work furnished by the Contractor or its Subcontractors.
- (c) All subcontracts shall be written. Each subcontract shall contain a reference to this Agreement and shall incorporate the terms and condition of this Agreement to the full extent applicable to the portion of the Work covered thereby. Each Subcontractor must agree, for the benefit of the District, to be bound by such terms and conditions to the full extent applicable to its portion of the Work.
- 18. <u>TERM</u>. This Agreement commences on November 1, 2020 and shall proceed for a total of Twelve (12) months, in accordance with the Proposals, and as determined by the sole reasonable satisfaction of the District.

#### 19. NOTICE.

(a) Notices required or permitted to be given under this Agreement shall be in writing, may be delivered personally or by mail, overnight delivery service, or courier service, and shall be given when received by the addressee. Notices shall be addressed as follows:

If to District: TOHOQUA COMMUNITY DEVELOPMENT

DISTRICT

c/o Governmental Management Services - Central Florida,

LLC

219 East Livingston Street Orlando, Florida 32801

Attention: George Flint, District Manager

Telephone: 407-841-5524

with copy to: LATHAM, LUNA, EDEN & BEAUDINE

111 N. Magnolia Ave, Suite 1400

Orlando, Florida 32801

Attention: Jan Carpenter, Esq., District Counsel

Telephone: 407-481-5800

If to Contractor: FLORIDA ULS OPERATING LLC

d/b/a UNITED LANDSCAPES

6386 Beth Road

Orlando, Florida 32824

Attention: Kevin J. Rogers, Director of Maintenance and

**Estimating** 

Telephone: 407-859-1033

- (b) Notwithstanding the foregoing, any notice sent to the last designated address of the party to whom a notice may be or is required to be delivered under this Agreement shall not be deemed ineffective if actual delivery cannot be made due to a change of address of the party to whom the notice is directed or the failure or refusal of such party to accept delivery of the notice. Parties may change notice address by delivering written notice by mail, overnight delivery service, or courier service to the other party and such change shall become effective when received by the addressee.
- 20. <u>ATTORNEYS' FEES</u>. If either party hereto institutes an action or proceeding for a declaration of the rights of the parties the Agreement, for injunctive relief, for an alleged breach or default of, or any other action arising out of, the Agreement, or in the event any party hereto is in default of its obligations pursuant hereto, whether or not suit is filed or prosecuted to final judgment, the non-defaulting or prevailing party shall be entitled to its actual attorneys' fees and to any court costs and expenses incurred, in addition to any other damages or relief awarded.
- 21. GOVERNING LAW AND JURISDICTION. This Agreement shall be interpreted and enforced under the laws of the State of Florida. The parties comply with the terms of the Agreement only to the extent they are enforceable or permitted under Florida law. Any litigation arising under this Agreement shall occur in a court having jurisdiction in Osceola County, Florida. THE PARTIES WAIVE TRIAL BY JURY AND AGREE TO SUBMIT TO PERSONAL JURISDICTION AND VENUE IN OSECOLA COUNTY, FLORIDA.
- 22. <u>SEVERABILITY</u>. In the event that any provision of this Agreement is judicially construed to be invalid by a court of competent jurisdiction, such provision shall then be construed in a manner allowing its validity, or if this leads to an impracticable result, shall be stricken, but in either event, all other provisions of the Agreement shall remain in full force and effect.
- 23. NO WAIVER. No failure by either party to insist upon the strict performance of any covenant, duty, contract, or condition of this Agreement or to exercise any right or remedy upon a breach thereof shall constitute a waiver of any such breach or of such or any other covenant, contract, term, or condition. Any party hereto, by written notice executed by such party, may, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation, or covenant of any other party hereto. No waiver shall affect or alter this Agreement, but each and every covenant, contract, term, and condition of this Agreement shall continue in full force and effect with respect to any other then-existing or subsequent breach thereof.
- 24. <u>NO MODIFICATION</u>. No modification, waiver, amendment, discharge or change of this Agreement shall be valid unless the same is in writing and signed by the parties against which such enforcement is or may be sought. This instrument contains the entire contract made between the parties and may not be modified orally or in any manner other than by a contract in writing signed by all parties hereto or their respective successors in interest.
- 25. <u>TIME IS OF THE ESSENCE</u>. The time for delivery and/or completion of the work to be performed under the Agreement shall be of the essence of the Agreement.

- 26. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the parties as an arm's length transaction. In addition to the representations and warranties contained herein, the Contractor acknowledges that prior to the execution of the Agreement it has thoroughly reviewed and inspected the Agreement documents, and satisfied itself regarding any error, inconsistency, discrepancy, ambiguity, omission, insufficiency of detail or explanation. Contractor further acknowledges that the parties have participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all Parties are deemed to have drafted, chosen and selected the language, and doubtful language will not be interpreted or construed against any Party.
- 27. <u>COUNTERPARTS</u>. This Agreement may be executed in any number of counterparts with the same effect as if all parties had signed the same document. All fully executed counterparts shall be construed together and shall constitute one and the same contract.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

# SIGNATURE PAGE TO LANDSCAPE MANAGEMENT AGREEMENT (Tohoqua CDD and Florida ULS Operating LLC d/b/a United Landscapes)

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed affective as of the day and year first above written.

	<b>ELOPMENT DISTRICT</b> , a local cial purpose government
_	our purpose government
By: Name:	
_ /	Chairman /Vice-Chair,
	Board of Supervisors
CONT	TRACTOR:
	IDA ULS OPERATING LLC, a are limited liability company, d/b/a
	ED LANDSCAPES
By:	
Print:	
	Manager/Member

## **EXHIBIT "A"**

## **PROPOSALS**

[ATTACHED]

## Exhibit "A"



October 16, 2020

## TOHOQUA - CROSS PRAIRIE PKWY

## **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. Any tree over 14' will be billed as extra

#### Scope 7 (Irrigation Inspection)

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

#### Scope 8 (Base Line™ Monitoring)

24/7 online monitoring of system and alerts with certified technician response of 8 hours or less. Two full-time Baseline certified technicians on staff with minimum 16 Hours installation/monitoring/2-wire repair training & 5 years minimum installation/monitoring/2-wire repair experience. Replacement materials (including controller components) kept in stock for immediate availability.



## **MAINTENANCE COSTS**

General Services (40) times per year.	\$33,100.00 annually or \$2,758.33 per month
Hort Program/Fertilization (2) times per year.	\$ 3,420.00 annually or \$ 285.00 per month
Irrigation Inspection (12) times per year.	\$ 2,700.00 annually or \$ 225.00 per month
Base Line™ System Monitoring	\$ 4,800.00 annually or \$ 400.00 per month
Total of proposed services.	\$44,020.00 annually or \$ 3,668.33 per month
Other services available but not included:	
<ul> <li>Design of landscape and/or irrigation</li> </ul>	improvements to the property
<ul> <li>Removal of dead plant material resulti</li> </ul>	ing from inclement weather or other damage
<ul> <li>Irrigation system repairs, installation, or</li> </ul>	or modification
Post storm clean up/debris removal d	ue to major storms, hurricanes, floods, etc.
• Mulch replenish (1) time per year at \$5	56.00/CYD *Billed actual Qty. time of install
Please contact me or John Gordon with any question	s or if you need additional information.
Sincerely,	
Myle	
Kevin J. Rogers	APPROVED
Director of Maintenance & Estimating krogers@unitedlandservices.com	DATE





## TOHOQUA - (2) ADDITIONAL PONDS

## 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.

#### **MAINTENANCE COSTS**

General Services (40) times per year.

\$8,400.00 annually or \$700.00 per month

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

Sincerely,

Kevin J. Rogers
Director of Maintenance & Estimating
Krogers@unitedlandservices.com

APPROVED\_\_\_\_\_\_
DATE



October 16, 2020

## TOHOQUA - PHASE 1 (CPP Not Included)

## **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. Any tree over 14' will be billed as extra

#### Scope 7 (Irrigation Inspection)

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

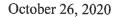
#### Scope 8 (Base Line™ Monitoring)

24/7 online monitoring of system and alerts with certified technician response of 8 hours or less. Two full-time Baseline certified technicians on staff with minimum 16 Hours installation/monitoring/2-wire repair training & 5 years minimum installation/monitoring/2-wire repair experience. Replacement materials (including controller components) kept in stock for immediate availability.



## **MAINTENANCE COSTS**

\$48,400.00 annually or \$4,033.33 per month
\$ 3,420.00 annually or \$ 285.00 per month
\$ 2,700.00 annually or \$ 225.00 per month
\$ 4,800.00 annually or \$ 400.00 per month
\$59,320.00 annually or \$ 4,943.33 per month
#1: \$12,000.00 annually or \$ 1,000.00 per month
improvements to the property
ng from inclement weather or other damage
or modification
ue to major storms, hurricanes, floods, etc.
56.00/CYD *Billed actual Qty. time of install
s or if you need additional information.
APPROVED
DATE





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.

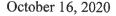


#### MAINTENANCE COSTS

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. \$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 APPROVED

DATE

Director of Maintenance & Estimating krogers@unitedsiteservices.com





## TOHOQUA – AMENITY CENTER POND

## **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 (Weed Eating)

40 Cycles, string trimming of all intrusions within turf areas included in contract shall be performed on a weekly basis May 15th - Oct. 15th and every other week, Oct. 15th - May 15th.

#### **MAINTENANCE COSTS**

General Services (40) times per year.

\$14,000.00 annually or \$1,166.67 per month

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

Sincerely,

Kevin J. Rogers Director of Maintenance & Estimating

krogers@unitedlandservices.com

APPROVED\_\_\_\_\_

DATE \_\_\_\_\_

# SECTION V

Name/Address
Tohoqua CDD
219 E. Livingston Street
Orlando, FL 32801



Date	Estimate No.
10/16/20	1542

## www.HolidayChristmasLightingOrlando.com

Item	Description	Qnty	Cost	Total
	TOHOQUA HOA FRONT ENTRANCE AND CLUBHOUSE ESTIMATE			
	FRONT ENTRANCE:			
Garland	9 Ft. Piece of Pre Lit LED Mixed Pine Garland with Decorative Bows on Frame		400.00	4 500 00
dariand	of Entance Sign	8	190.00	1,520.00
Wreath 36"	3 Ft. Pre Lit LED Mixed Pine Wreath with Red & Gold Decorative Bow	1	175.00	175.00
Accessories	Power Cords, Jumper Cords, Fasteners, Clips and Timers	1	100.00	100.00
	CLUBHOUSE:			
C-9	Custom Cut LED C-9 Lighting along front roof line; includes LED C-9 Bulbs, C-9 Wire, Male & Female Slide plugs, Fasteners.	1	1,650.00	1,650.00
C-9	Custom Cut LED C-9 Lighting along front roof line; includes LED C-9 Bulbs,	1	1,650.00	1,650.00
C-9	C-9 Wire, Male & Female Slide plugs, Fasteners. Custom Cut LED C-9 Lighting along front roof line; includes LED C-9 Bulbs,	1	600.00	600.00
	C-9 Wire, Male & Female Slide plugs, Fasteners.			
Wreath 36"	3 Ft. Pre Lit LED Mixed Pine Wreath with Red & Gold Decorative Bow	2	175.00	350.00
Teardrop	36" LED Mixed Noble Teardrop with decorative bow. (4 on each building)	8	135.00	1,080.00
Accessories	Power Cords, Jumper Cords, Fasteners, Clips and Timers	1	300.00	300.00
Labor Costs	Labor for assembly, installation, take down and service.	1	3,712.50	3,712.50
Storage	2021 Annual Storage Fee for Holiday Lighting products.	1	1,113.75	1,113.75
	Estimated reinstall with storage for 2021 through 2025: \$4826.25			
	g			
		An	dre Vid	rins
We look fo	prward to working with you!	otal	\$	12,251.25

## SECTION VI

## SECTION A

#### **RESOLUTION NO. 2021-03**

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TOHOQUA COMMUNITY DEVELOPMENT DISTRICT ADOPTING THE SECOND SUPPLEMENTAL ENGINEER'S REPORT FOR SERIES 2021 (PHASE 2 PROJECT); ADOPTING THE TOHOQUA COMMUNITY DEVELOPMENT DISTRICT SERIES 2021 SUPPLEMENTAL ASSESSMENT METHODOLOGY FOR ASSESSMENT AREA TWO - PHASE 2 PROJECT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of Supervisors of the Tohoqua Community Development District ("Board") hereby determines to undertake, install, plan, establish, construct or reconstruct, enlarge or extend, equip, acquire, operate, and/or maintain certain public infrastructure improvements referred to as the Capital Improvement Plan ("Capital Improvement Plan") for the Phase 2 Project described in the Tohoqua Community Development District Engineer's Report dated September 25, 2017, as supplemented by the Second Supplemental Engineer's Report for Series 2021 (Phase 2 Project) dated December 2, 2020, as supplemented, attached hereto as Exhibit "A" and incorporated herein by reference (collectively, the "Engineer's Report"); and

WHEREAS, the District hereby determines that benefits will accrue to the property improved in Phase 2 and that special assessments will be made in proportion to the benefits received as set forth in the Master Assessment Methodology for Tohoqua Community Development District dated September 25, 2017, as supplemented by the Series 2021 Supplemental Assessment Methodology for Assessment Area Two - Phase 2 Project dated December 2, 2020, as supplemented, attached hereto as Exhibit "B" and incorporated herein by reference (collectively, the "Assessment Report") and on file at 219 E. Livingston Street, Orlando, Florida 32801("District Records Office").

## NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE TOHOQUA COMMUNITY DEVELOPMENT DISTRICT IN THE OSCEOLA COUNTY, FLORIDA:

- 1. The Board hereby approves and adopts the Engineer's Report, as supplemented, which may be amended from time to time by this Board.
- 2. The general nature of the Capital Improvement Plan for the Phase 2 Project is more specifically described in the Engineer's Report and in certain plans and specifications on file at the District Records Office.
- 3. The general location of the Capital Improvement Plan is shown in the Engineer's Report and in plans and specifications on file at the District Records Office.
- 4. The Board hereby approves and adopts the Assessment Report, as supplemented, which may be amended from time to time by the Board.
  - 5. The manner in which the Assessments shall be made is contained within the

Assessment Report and is also available at the District Records Office.

- 6. The Assessments shall be levied on all lots and lands within the District which are adjoining to, contiguous with or bounding and abutting upon the Capital Improvement Plan or specially benefited thereby and are further designated on the assessment plat referenced below.
- 7. There is on file at the District Records Office, an assessment plat showing the area to be assessed, together with plans and specifications describing the Capital Improvement Plan and the estimated cost, which shall be open to inspection by the public.
  - 8. This Resolution shall become effective upon its passage.
- 9. Any capitalized terms used herein and not defined, shall have the meanings set forth in the Assessment Report.

PASSED AND ADOPTED this 2nd day of December, 2020

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TOHOQUA COMMUNITY DEVELOPMENT DISTRICT, a Florida community development district

By:	By:
Name: Secretary / Assistant Secretary	Name: Chairman / Vice Chairman

#### Exhibit "A"

Tohoqua Community Development District Second Supplemental Engineer's Report for Series 2021 (Phase 2 Project), dated December 2, 2020

## Tohoqua

### Community Development District

SECOND SUPPLEMENTAL ENGINEER'S REPORT FOR PHASE 2 (2021 PHASE 2 PROJECT)

Prepared For

Tohoqua Community Development District

Date

December 2, 2020



## Tohoqua

### Community Development District

SECOND SUPPLEMENTAL ENGINEER'S
REPORT FOR PHASE 2 (2021 PHASE 2 PROJECT)
Osceola County, Florida

#### Prepared For:

Tohoqua Community Development District

#### Date:

December 2, 2020



2602 East Livingston Street | Orlando, Florida 32803 | Tel: 407.487.2594 | Fax: 407.487.2594 | www.poulosandbennett.com FBPE Certificate of Authorization No. 28567

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	1.2 Location & General Description
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	1.4 Description of Land Use
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Section 5	Description of Capital Improvement Plan
	5.1 Roadway Improvements
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Conclusions and Summary Opinion

Section 9

#### Exhibits

Exhibit 1	Vicinity Map
Exhibit 2	Location Map
Exhibit 3	Tohoqua Phase 2 Master Site Plan
Exhibit 4	District Boundary Map and Legal Description
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Exhibit 13	Permit Log

#### Section 1 Introduction

#### 1.1. Background

The District Engineer's Report, dated September 25, 2017, described the scope and estimated cost of the District's capital improvement program (the "CIP") serving the entire Tohoqua Community Development District (the "District"). The CIP is estimated to cost approximately \$71.870 million and includes public roadways, stormwater ponds, potable water distribution, sanitary sewer system, reclaimed water distribution, off-site utility and roadway improvements, an amenity site, parks, landscaping, hardscape, professional fees and contingency. This Second Supplemental Engineer's Report, dated August 17, 2020 (the "Second Supplemental Engineer's Report for Phase 2 (2021 Phase 2 Project)"), has been prepared to assist with the financing and construction of the public infrastructure components for the second phase of the Development within the District in the approximate amount of \$2.88 million (the "2021 Phase 2 Project") pursuant to requirements of Osceola County and the City of St. Cloud, Florida.

The 2021 Phase 2 Project described in this Second Supplemental Engineer's Report includes the proposed public infrastructure improvements necessary for the development of Phase 2. Many of the necessary regulatory approvals have been obtained for the Development (hereinafter defined). The remaining permits necessary to complete the Development are expected to be obtained during the normal design and permitting processes. To the best of our knowledge and belief it is our opinion that the balance of the required permits are obtainable as needed. The implementation of any improvements discussed in this plan requires the final approval by many regulatory and permitting agencies as outlined in Section 2 below. This report, therefore, may be amended from time to time.

Cost estimates contained in this report have been prepared based on the best available information at this time. The actual costs of construction, final engineering design, planning, approvals and permitting may vary from the cost estimates presented.

#### 1.2. Location and General Description

The overall Tohoqua CDD is a 784-acre tract currently located in the City of St. Cloud, Florida. More specifically, the parcel is located within a portion of Sections 5 and 6, Township 26 South, Range 30 East lying south of Neptune Road, west of the Florida Turnpike, and east of the permitted Toho Preserve development. Phase 2 of the overall project consists of approximately 44 acres of the District. Please refer to Vicinity Map Exhibit 1 and Location Map Exhibit 2. The proposed 2021 Phase 2 Project is a single-phase development including offsite improvements and is planned to include 227 single family homes and open space recreation. Please refer to the Tohoqua Phase 2 Master Site Plan Exhibit 3. Zoning for the Development was approved by Osceola County on February 3, 2016.

It should be noted that the property was previously located in unincorporated Osceola County but has been annexed into the City of St. Cloud.

The District Boundary and Legal Description are included as Exhibit 4.

#### 1.3. District Purpose and Scope

The District was established for the purpose of financing, acquiring or constructing, maintaining and operating a portion of the public infrastructure necessary for community development within the District. The purpose of this report is to provide a description of the public infrastructure improvements that may be financed by the District. The District may finance, acquire and/or, construct, operate, and maintain certain

public infrastructure improvements that are needed to serve the Development. A portion of the infrastructure improvements will be financed with the proceeds of bonds issued by the District.

The proposed public infrastructure improvements, as outlined herein, are necessary for the development of the District as required by the applicable independent unit of local government.

#### 1.4. Description of Land Use

The lands within the overall District encompass approximately 784 acres. Based on the current MXD Zoning for the property, the development program is currently planned to include 2,216 single family homes, 1,004 multi-family units, 480,100 square feet of commercial/office space, 200 hotel rooms, a K-8 school site and a high school site. The approved land uses within the District include the following areas. Exhibit 5 provides the location of the development uses below. Exhibit 6 shows the current land use.

Approximate Acres
322.6
66.0
132.4
36.8
183.3
42.9
784.0

#### Section 2 Government Actions

The following are the permitting agencies that will have jurisdiction for approval of construction within the District. Depending on the location and scope of each phase of project design, the individual permits that need to be obtained will need to be evaluated and not all of the permits listed below will necessarily apply to every sub-phase within the District. The property is currently located in the City of St. Cloud.

#### Permitting Agencies & Permits Required

- 1. Osceola County (while located in unincorporated Osceola County)
  - a. Preliminary Subdivision Plan
  - b. Mass Grading (optional)
  - c. Site Development Plan
  - d. Final Plat
- 2. South Florida Water Management District (SFWMD)
  - a. Environmental Resource Permit

- i. Mass Grading/Master Stormwater Construction
- ii. Final Engineering for Onsite and Offsite Improvements
- b. Water Use Permit (Dewatering)
  - i. Mass Grading/Master Storm
  - ii. Final Engineering for Onsite and Offsite Improvements
- 3. City of St. Cloud
  - a. Final Engineering Construction Plans for Water, Sewer, and Reclaimed Water Systems
  - b. Concept Plan Revisions (upon annexation)
  - c. Preliminary Subdivision Plan (upon annexation)
  - d. Final Construction Plans for Streets and Drainage (upon annexation)
  - e. Final Plat (upon annexation)
- 4. Florida Department of Environmental Protection (FDEP)
  - a. Water Distribution System
  - b. Sanitary Sewer Collection and Transmission System
  - c. National Pollutant Discharge Elimination System (NPDES)
- 5. Federal Emergency Management Agency
  - a. Letter of Map Revision
- 6. Army Corp of Engineers
  - a. Dredge and Fill Permit
  - b. Canal Crossing Permit
- 7. Florida Fish and Wildlife Conservation Commission (FWC)
- 8. State of Florida Department of Transportation
  - a. Utility Permit
  - b. Drainage Connection Permit

Exhibit 13 lists the permits that have currently been obtained for Phase 2.

#### Section 3 Infrastructure Benefit

The District will fund, and in certain cases maintain and operate public infrastructure yielding two types of public benefits. These benefits include:

- Project wide public benefits
- Incidental public benefits

The project wide public benefits are provided by infrastructure improvements that serve all lands in the District. These public infrastructure improvements include construction of the master stormwater management system, the sanitary sewer, potable water, and reclaimed water mains, roadway network, offsite roadway and utility improvements, perimeter landscape and irrigation improvements within the District boundary. Some incidental public benefits include those benefits received by the general public who do not necessarily reside on land owned or within the District.

The proposed capital improvements identified in this report are intended to provide specific benefit to the assessable real property within the boundaries of the District. As much of the property is currently undeveloped, the construction and maintenance of the proposed infrastructure improvements are necessary

and will benefit the property for the intended use. The District can construct any portion or all of the proposed infrastructure. In addition, the District can acquire, own, operate and/or maintain infrastructure not dedicated to the County or City. The Developer or other party/parties will construct and fund the infrastructure outside of the District and/or not funded by the District.

#### Section 4 2021 Phase 2 Project

The 2021 Phase 2 Project addressed in this Second Supplemental Engineer's Report includes elements that are only internal to the District. The proposed onsite infrastructure improvements include the master stormwater management and drainage systems, roadway improvements, pavement markings and street signage, potable water main, reclaimed water main and sewer infrastructure required to provide utility service to the District, landscaping, hardscaping and recreation areas. Descriptions of the proposed capital improvements are provided in the following sections and Exhibits 5, 7 and 9 through 11. Exhibit 12 details the Cost Opinion for the 2021 Phase 2 Project.

#### Section 5 Description of Series 2021 Phase 2 Project Capital Improvement Plan

#### 5.1 Roadway Improvements

The District will not be responsible fund roadway construction internal to the District consisting of local roadways and alleys. The funding of Cross Prairie Parkway will be by the Developer under a Separate Reimbursement Agreement with Osceola County. The Developer will pay all costs associated with road improvements for which impact fee credits are payable pursuant to transportation or other development agreements. The costs for such improvements are not included on Exhibit 12,. Exhibit 5, Public and Private Improvements, provides a graphical representation of the proposed roadway improvements. All such local roadways will be open to the public.

#### 5.2 Stormwater Management

As indicated above, the District may fund the construction of the master stormwater management system for the lands within the District. This system is made up of wet detention stormwater treatment ponds, control structures, spreader swales, inlets, manholes and storm pipes. The proposed ponds and outfall structures have been designed to provide water quality treatment and attenuation in accordance with City of St. Cloud and the South Florida Water Management District regulations. The stormwater management system has been designed to accommodate on-site runoff in addition to offsite flows which have historically entered the project site. Exhibit 7, Post-Development Basin Map provides a graphical representation of the currently proposed stormwater management system. Stormwater Pond 3 is included in the 2021 Phase 2 Project.

#### 5.3 100-Year Floodplain

Pursuant to the Federal Emergency Management Agency's (FEMA) Flood Insurance Rate Map (FIRM) panels 12097C 0090G 12097G and 12097C 0255G both dated June 18, 2013, portions of the project site is located within the 100-year Flood Hazard Area (FHA), Zone AE or Zone A. Exhibit 8, FEMA 100-Year Floodplain details the floodplain limits relative to the District boundaries.

Any development within the mapped floodplain will require a Letter of Map Revision to be issued by FEMA to remove the development from the floodplain. In addition, the placement of fill within the floodplain is

regulated by the SFWMD and Osceola County any filled areas below the floodplain may require mitigation in the form of compensating storage.

A Letter of Map Revision is not required for the Phase 2 improvements.

#### 5.4 Phase 2 Infrastructure

#### 5.4.1 Phase 2 Roadways

The Phase 2 roadway improvements are to be developer funded and owned and maintained by the City and include approximately 6,580 linear feet of road and will define the ingress and egress points within the Development. In addition to the roadways, the Phase 2 improvements includes approximately 1,709 linear feet of public alleys. The roadways and alleys will also serve as locations for the placement of utility infrastructure needed to serve the development of the project, see Exhibit 5. The roadways will connect to the existing Phase 1 project and Cross Prairie Parkway, however no offsite roadway or intersection improvements are being constructed as part of Phase 2.

#### 5.4.2 Potable Water Distribution System

The District may fund the construction of the water distribution system within the District and those portions required to connect to existing or proposed offsite facilities. The potable water system will be conveyed to, and owned and maintained by the City of St. Cloud once it has been certified complete. The water mains within the District will be sized to provide water to residents of the District and will be designed and constructed based on the approved Master Utility Plan (MUP). Exhibit 9, Potable Water Distribution System Map, provides a graphical representation of the contemplated water mains to be constructed within Phase 2.

#### 5.4.3 Reclaimed Water Distribution System

The District may fund the construction of the reclaimed water distribution system within the District. The reclaimed water system will be conveyed to, and owned and maintained by the City of St. Cloud once it has been certified complete by the District. The reclaimed water mains serving the District will be sized to provide reclaimed water to the lot boundaries and common areas within the District and will be designed and constructed based on the approved MUP. Exhibit 10, Reclaimed Water Distribution System Map, provides a graphical representation of the contemplated reclaimed water mains to be constructed within Phase 2.

#### 5.4.4 Wastewater System

The District may fund the construction of the gravity sewer, force main, and lift station infrastructure within the District and those portions required to connect to existing or proposed offsite facilities. The wastewater system will be conveyed to, and owned and maintained by the City of St. Cloud once it has been certified complete by the District. The sewer collection mains, lift stations and force mains serving the District will be sized to provide wastewater service to the residents of the District, and will be designed and constructed based on the approved MUP. Exhibit 11, Wastewater System Map, provides a graphical representation of the contemplated wastewater system to be constructed within Phase 2. Forcemain and lift station improvements were constructed as part of Phase 1 and are not included as part of Phase 2.

The funding of additional or oversized offsite and onsite wastewater improvements serving the City of St. Cloud offsite sewer was provided by the Developer during Phase 1 under a separate Reimbursement

Agreement with the City of St. Cloud. The Developer paid all costs associated with utility improvements for which impact fee credits are payable pursuant to development agreements.

#### 5.4.5 Parks, Landscape & Hardscape

The Phase 2 landscaping and irrigation of the primary roadways will provide the "first impression" of the Development. The District may fund parks, landscape and hardscape construction and maintenance within roadways and common areas which may include perimeter landscape buffers, master signage, way finding signage, entry hardscape features, entry landscape, amenity area and park area features, landscape and hardscape, pedestrian/multi-purpose trails, and street trees. The District will own and maintain foregoing improvements.

#### 5.5 Professional and Inspection Fees

For the design, permitting and construction of the proposed 2021 Phase 2 Project, professional services are required by various consultants. The consultants required are: civil engineer, geotechnical, planner, environmental, surveying, and landscape architect. During construction, the various permitting agencies will observe and inspect the project. Each of the agencies will charge an inspection fee to cover the costs associated with an inspector visiting the site to observe construction progress and confirm that the project is constructed in accordance with their respective approved plans, permits, rules, and regulations. The Professional Services and Inspections Fees are included as Soft Costs for the 2021 Phase 2 Project.

#### Section 6 Ownership and Maintenance

Proposed District Capital	Ownership	Maintenance
Improvements Plan		
Onsite Roadway & Alley Improvements	City	City
Offsite Roadway Improvements	County	County
Master Stormwater Management System	District	District
Potable Water Distribution System	City of St. Cloud	City of St. Cloud
Sanitary Sewer System	City of St. Cloud	City of St. Cloud
Reclaimed Water Distribution System	City of St. Cloud	City of St. Cloud
Parks, Landscaping, Irrigation and Signage	District	District

#### Section 7 Roadway Rights-of-Way, Stormwater Management Ponds and Other Open Spaces

Real property interests for lands within the District needed for construction, operation, and maintenance of District facilities will be conveyed and/or dedicated by the owner thereof to the District or other Public entity at no cost.

#### Section 8 Estimate of Probable Capital Improvement Costs

The Estimate of Probable Costs for the 2021 Phase 2 Project is provided in Exhibit 12. Costs associated with construction of the Phase 2 improvements described in this report have been estimated based on the best available information. Other soft costs include portions of the surveying, design and engineering for the described work, regulatory permitting inspection fees and materials testing. In addition, a reasonable project contingency estimate has been included. Please note that the costs are subject to change based on final engineering, permitting, and changes in the site plan and construction cost due to market fluctuation.

#### Section 9 Conclusions and Summary Opinion

The 2021 Phase 2 Project as described is necessary for the functional development of the property within Phase 2 of the District as required by the applicable local governmental agencies. Phase 2 infrastructure has been planned and designed in accordance with current governmental regulatory requirements. The public infrastructure as described in this Second Supplemental Engineer's Report will serve its intended function provided the construction is in substantial compliance with the design and permits which will be required for the District by the various jurisdictional entities outlined earlier in this report. In addition to the annual non-ad valorem assessments to be levied and collected to pay debt service on the proposed bonds, the District will levy and collect an annual "Operating and Maintenance" assessment to be determined, assessed and levied by the District's Board of Supervisors upon the assessable real property within the District, for the purpose of defraying the cost and expenses of maintaining District-owned improvements.

The construction costs for the 2021 Phase 2 Project in this Second Supplemental Engineer's Report are based on the approved plans. In our professional opinion, and to the best of our knowledge and belief, the costs provided herein for the Phase 2 improvements are reasonable to complete the construction of the

infrastructure improvements described herein. All of the proposed 2021 Phase 2 Project costs are to be public improvements or community facilities as set forth in sections 190.012(1) and (2) of the Florida Statutes.

The summary of probable infrastructure construction costs is only an opinion and not a guaranteed maximum price. Historical costs, actual bids and information from other professionals or contractors have been used in the preparation of this report. Contractors who have contributed in providing the cost data included in this report are reputable entities with experience in Central Florida.

The labor market, future costs of equipment and materials, increased regulatory actions and requirements, and the actual construction process are all beyond our control. Due to this inherent opportunity for fluctuation in cost, the total final cost may be more or less than this opinion.

As District Engineer: Poulos & Bennett, LLC

Eric E. Warren, PE

State of Florida Professional Engineer No. 45423

### **Exhibits**

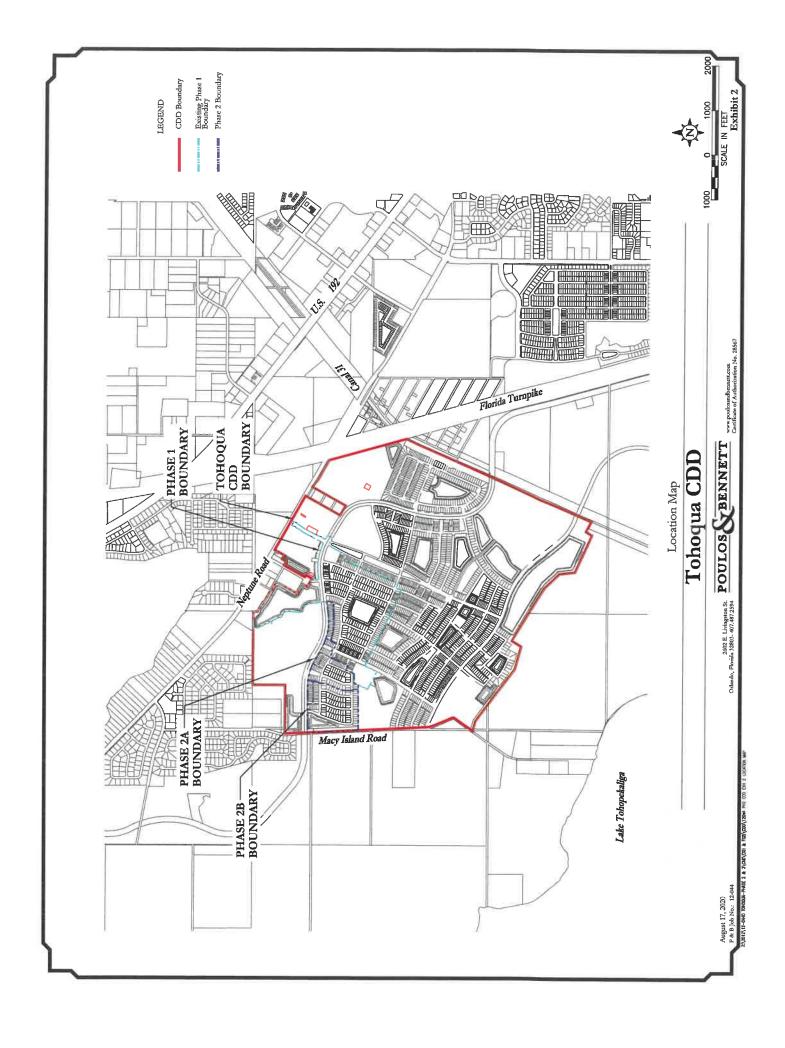


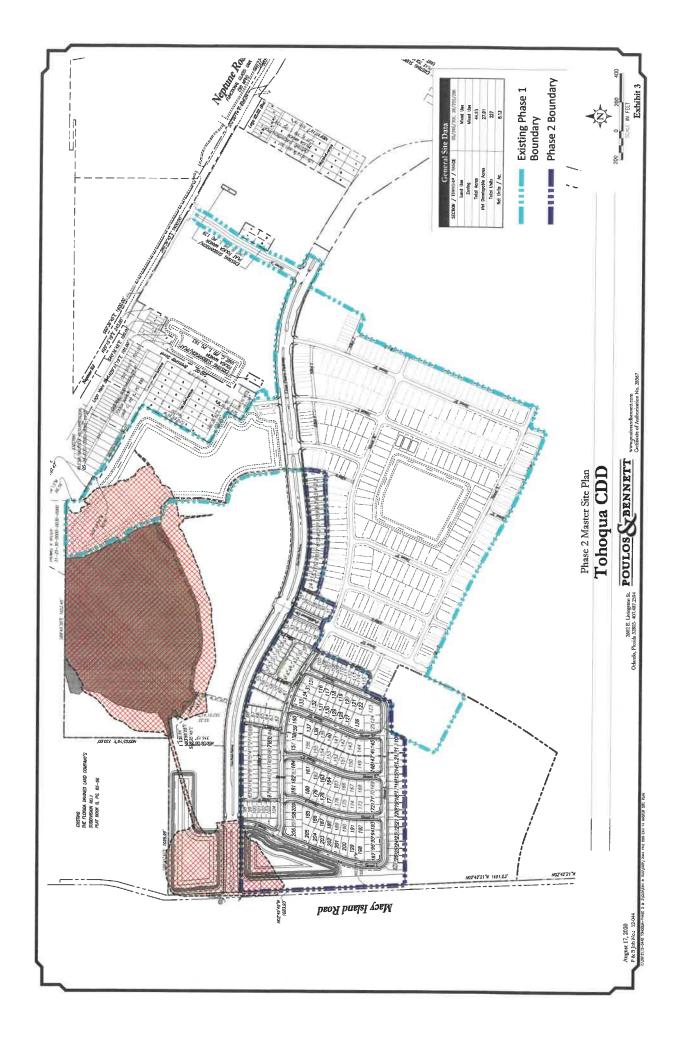
Vicinity Map

Tohoqua CDD

2602 E. Livingston S. POULOS BENNETT Wave printeranthemet ton Orlendo, Floride 32803-9-07.487,2594

2500 0 2500 SCALE IN FEET Exhibit 1



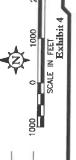


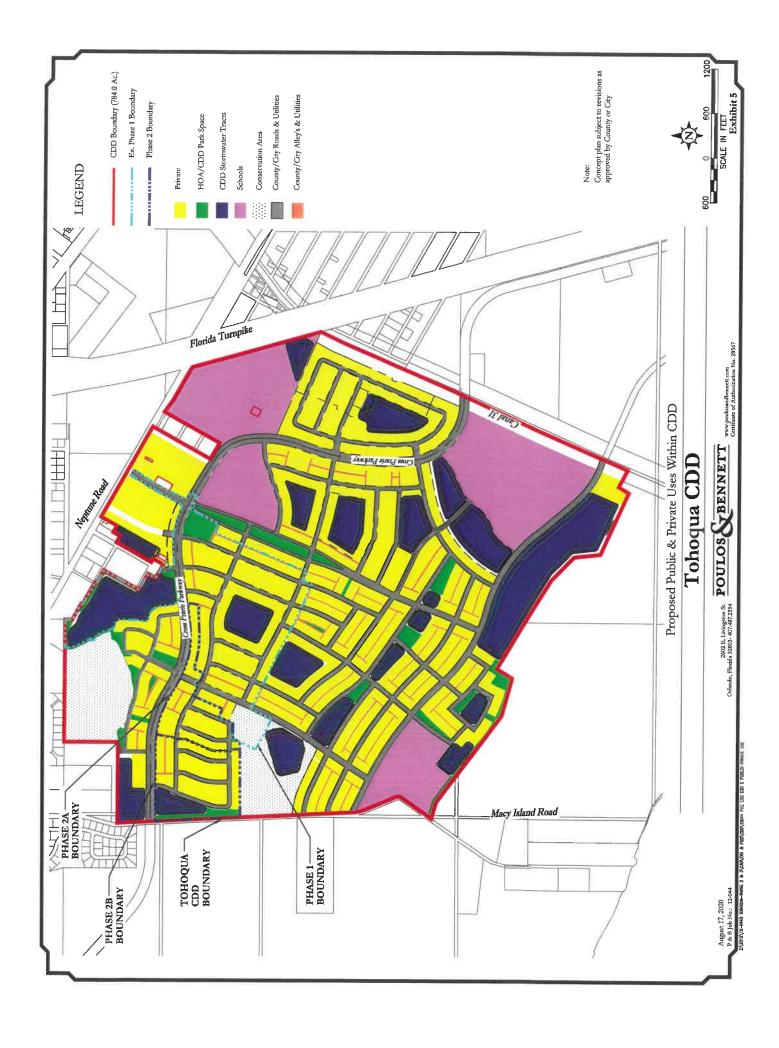


District Boundary Map and Legal Description

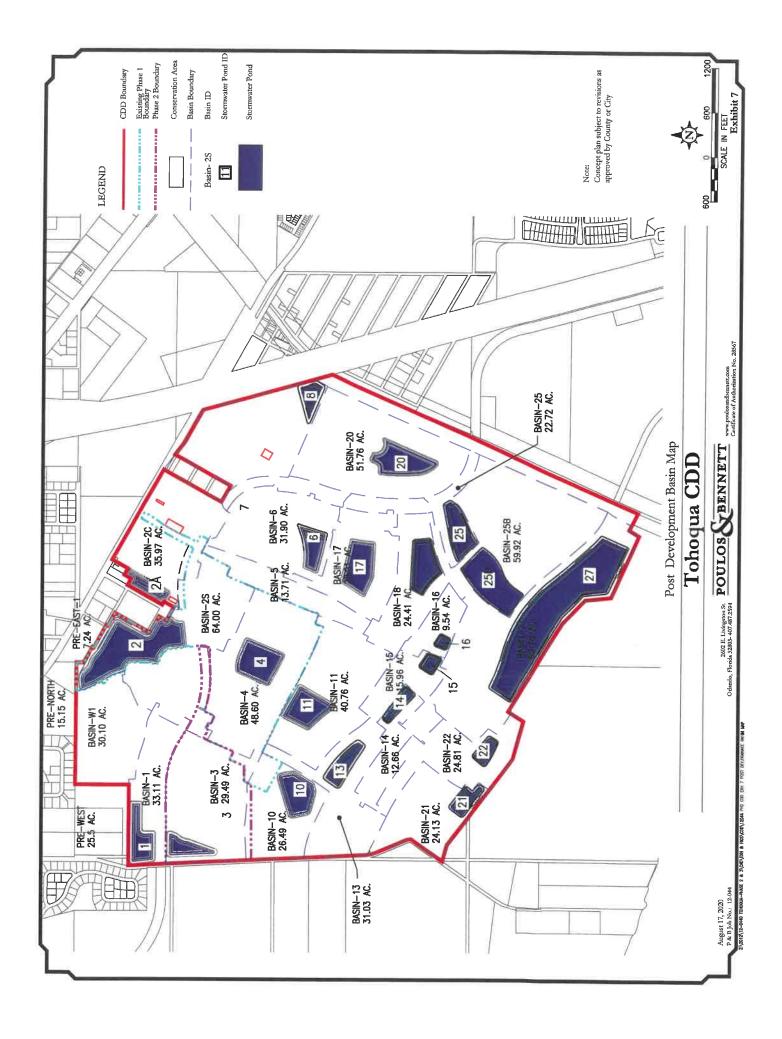
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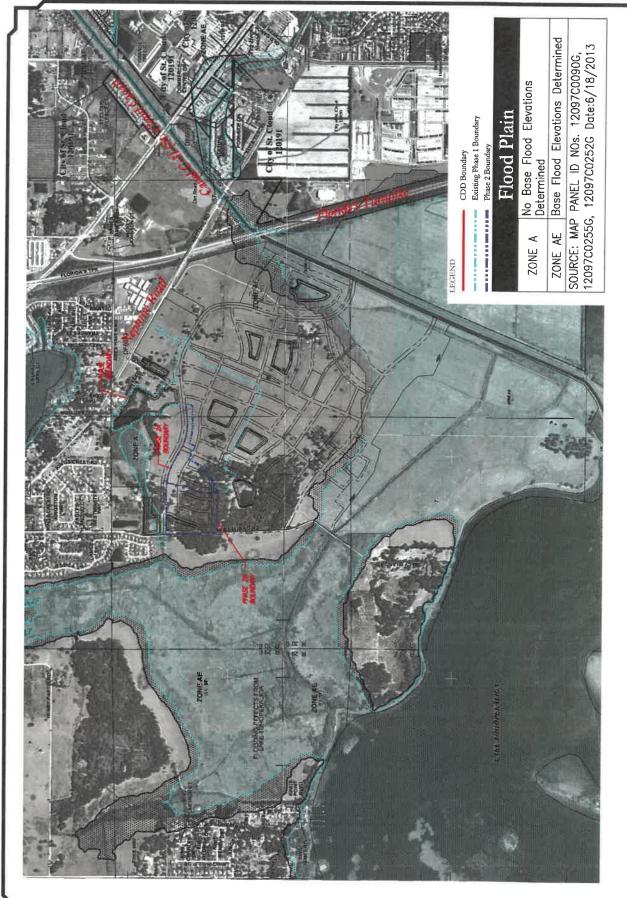










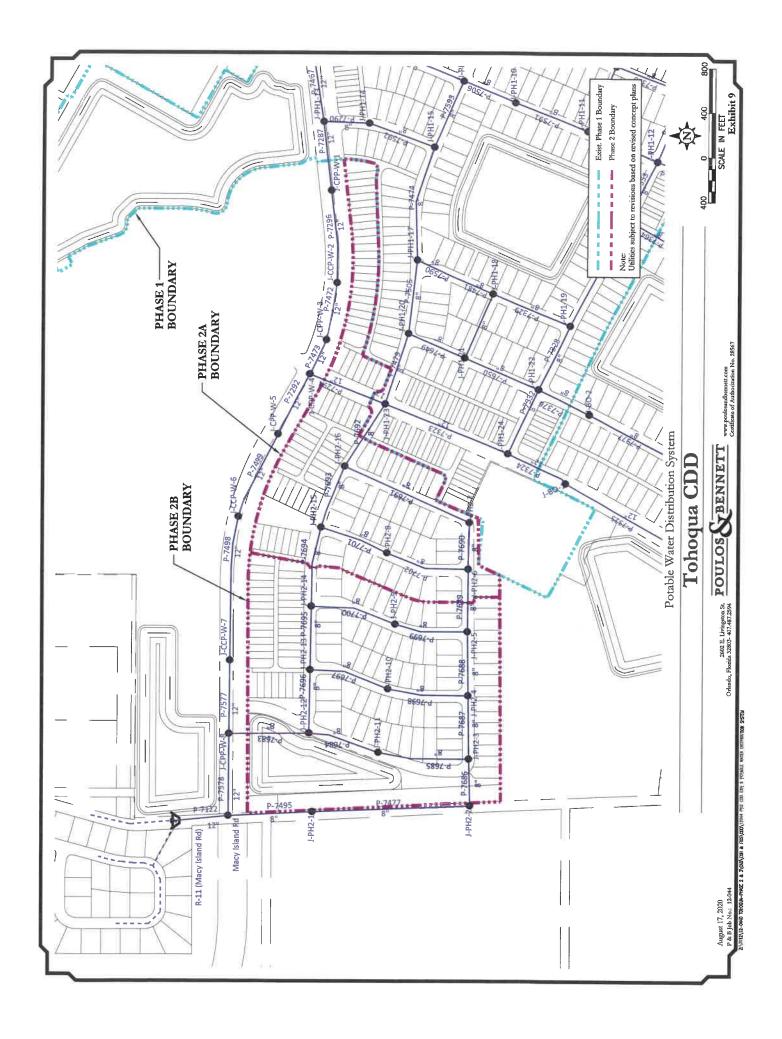


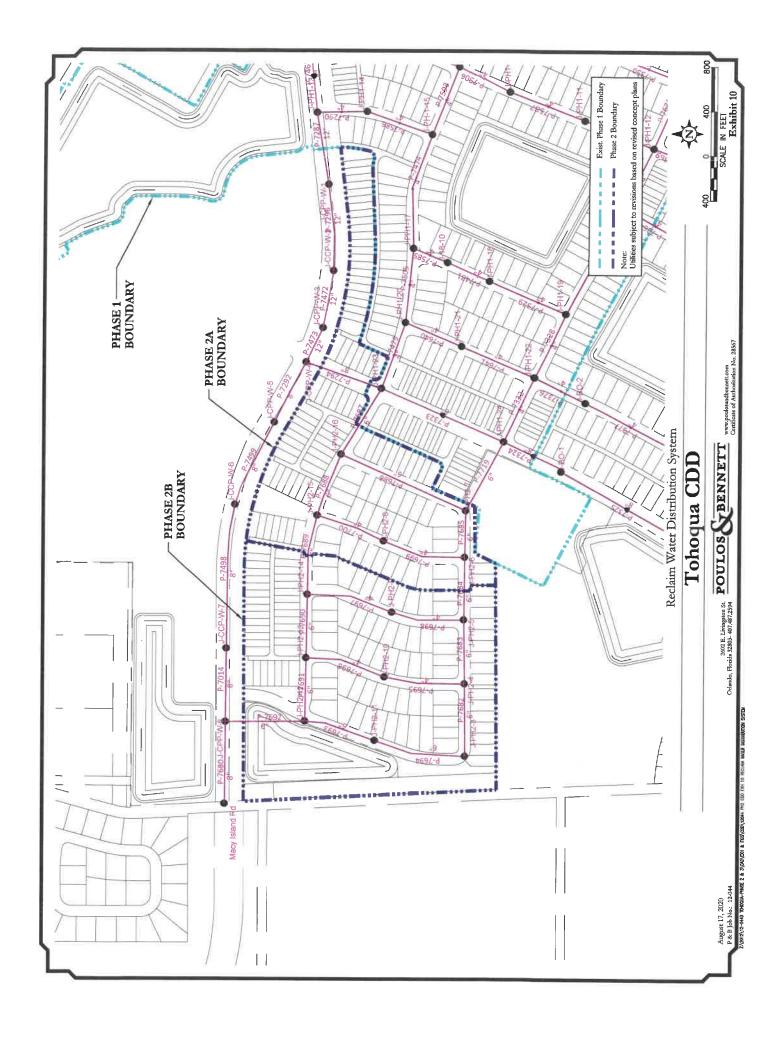
100 - Year Floodplain

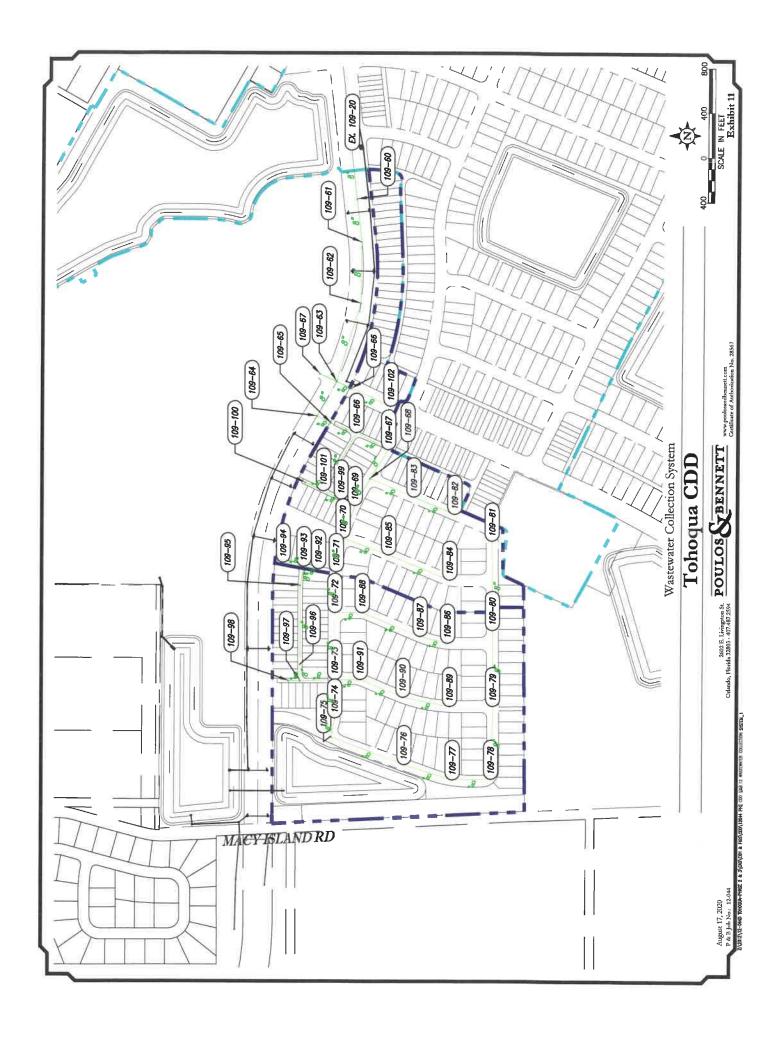
# Tohoqua CDD











#### EXHIBIT 12

## Tohoqua CDD Second Supplemental Engineers Report for Phase 2 (2021 Phase 2 Project) Estimate of Probably Capital Improvement Costs

November 23, 2020

Facility	Estimated Cost
Earthwork (Excavation, Grading, Erosion Control)	\$ 30,075.86
Stormwater System (Pipes & Structures)	\$ 621,803.22
Potable Water Distribution System (Pipes, Fittings, Valves, etc.)	\$ 319,480.70
Sanitary Sewer System (Pipes & Structures)	\$ 499,653.71
Reclaimed Water Distribution System (Pipes, Fittings, Valves, etc.)	\$ 196,158.23
Landscape & Hardscape (Landscaping, Sidewalk & Sod)	\$ 605,998.68
Subtotal	\$ 2,273,170.40
Professional Fees (10%)	\$ 227,317.04
Inspection, Survey & Testing Fees (5%)	\$ 113,658.52
Subtotal	\$ 2,614,145.96
Contingency (10%)	\$ 261,414.60
Total	\$ 2,875,560.56

EXHIBIT 13-1 Tohoqua CDD Permit Approval Log Master Permits

DATE:	<b>DATE:</b> 8/17/2020	BY:		PROJECT NUMBER(S): 12-044	12-044			
COMMUNITY:	ì	Master Project	ect					
				9				
PERMIT TYPE (IE: Wetland, Land Use, Sewer Extension)	ISSUING	APPLICATION NUMBER	PERMIT NUMBER	DESCRIPTION OF PERMITTED ACTIVITY (IE: Subdivision Approval Phase 2)	CONSULT -ANT	CURRENT STATUS (IE: Not Yet Submitted, In Review, 2nd Submittal, Approved, Extended, Expired, Closed Out, etc.	DATE	DATE ISSUED
DRI Rescission	Osceola County	DRI06-0011	DRI06-0011	DRI Rescission		Approved		6/20/2016
Concept Plan	Osceola County	CP14-00004	CD14-00004	Concept Plan		Approved		2/3/2016
Site Development Plan	Osceola County	SDP15-0017	SDP15-0017	Mass Grading & Master Stormwater Plan Phase 1	-	Approved		8/31/2016
Utilities Approval	City of St. Cloud			Master Utility Plan	-	Approved		
Conservation Easement Recording	SFWMD		E2017025709B51 03P10	Deed of Conservation Easement	1	Approved		2/15/2019
Environmental Resource Permit (ERP)	SFWMD	150225-18	49-02426-P	Conceptual/Construction of a Stormwater Management System	1	Approved		12/8/2016
FDEP NPDES NOI	FDEP		FLR20BA06-001	Notice of Intent to Use Generic Permit for Stormwater Discharge from Large and Small Construction Activities and Dewatering Operations	ı	Approved		11/6/2016
Fill Permit	ACOE		SAJ-2015-00814 (SP-JSC)	Authorization to fill 32.65 acres of waters of the US for construction	t	Approved		2/17/2017
Drainage Connection Permit	FDOT		2016-D-853-005	Drainage Connection Permit	,	Approved		6/15/2016

EXHIBIT 13-2 Tohoqua CDD Permit Approval Log Phase 2

BY:		157	PROJECT NUMBER(S): 12-044	12-044			
	Tohoqua Phase 2	se 2					
	APPLICATION NUMBER	PERMIT NUMBER	DESCRIPTION OF PERMITTED ACTIVITY (IE: Subdivision Approval Phase 2)	CONSULT -ANT	CURRENT STATUS (IE: Not Yet Submitted, In Review, 2nd Submittal, Approved, Extended, Expired, Closed Out, etc.	DATE	DATE ISSUED
	DRC Case# 19-85.04	DRC Case# 19-85.04	Preliminary Subdivision Plan	1	Approved		10/24/2019
	SUB19-00012	SUB19-00012	Subdivision Construction Plan Phase 2		Approved		2/26/2020
	200221-2869	49-02426-P-02	Environmental Resource Permit (Construction/Operation Modification)		Approved		3/27/2020
	ı	0076597-481- DSGP	Potable Water General Permit		Approved		3/25/2020
	ı	0354122-005- DWC/CM	Wastewater General Permit		Approved		3/25/2020
	TBD	ТВО	Subdivision Plat	-	Under Review		TBD

#### Exhibit "B"

Tohoqua Community Development District Series 2021 Supplemental Assessment Methodology for Assessment Area Two - Phase 2 Project, dated December 2, 2020

# EXHIBIT B WILL BE PROVIDED UNDER SEPARATE COVER



#### **RESOLUTION NO. 2021-04**

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TOHOQUA COMMUNITY DEVELOPMENT DISTRICT ADOPTING THE THIRD SUPPLEMENTAL ENGINEER'S REPORT FOR SERIES 2021 (PHASE 4A/5A PROJECT); ADOPTING THE TOHOQUA COMMUNITY DEVELOPMENT DISTRICT SERIES 2021 SUPPLEMENTAL ASSESSMENT METHODOLOGY FOR ASSESSMENT AREA THREE - PHASE 4A/5A PROJECT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of Supervisors of the Tohoqua Community Development District ("Board") hereby determines to undertake, install, plan, establish, construct or reconstruct, enlarge or extend, equip, acquire, operate, and/or maintain certain public infrastructure improvements referred to as the Capital Improvement Plan ("Capital Improvement Plan") for the Phase 4A/5A Project described in the Tohoqua Community Development District Engineer's Report dated September 25, 2017, as supplemented by the Third Supplemental Engineer's Report for Series 2021 (Phase 4A/5A Project) dated December 2, 2020, as supplemented, collectively attached hereto as Exhibit "A" and incorporated herein by reference (collectively, the "Engineer's Report"); and

WHEREAS, the District hereby determines that benefits will accrue to the property improved in Phase 4A/5A and that special assessments will be made in proportion to the benefits received as set forth in the Master Assessment Methodology for Tohoqua Community Development District dated September 25, 2017, as supplemented by the Series 2021 Supplemental Assessment Methodology for Assessment Area Three - Phase 4A/5A Project dated December 2, 2020, as supplemented, attached hereto as Exhibit "B" and incorporated herein by reference (the "Assessment Report") and on file at 219 E. Livingston Street, Orlando, Florida 32801("District Records Office").

## NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE TOHOQUA COMMUNITY DEVELOPMENT DISTRICT IN THE OSCEOLA COUNTY, FLORIDA:

- 1. The Board hereby approves and adopts the Engineer's Report, as supplemented, which may be amended from time to time by this Board.
- 2. The general nature of the Capital Improvement Plan for the Phase 4A/5A Project is more specifically described in the Engineer's Report and in certain plans and specifications on file at the District Records Office.
- 3. The general location of the Capital Improvement Plan is shown in the Engineer's Report and in plans and specifications on file at the District Records Office.
- 4. The Board hereby approves and adopts the Assessment Report, as supplemented, which may be amended from time to time by the Board.

- 5. The manner in which the Assessments shall be made is contained within the Assessment Report and is also available at the District Records Office.
- 6. The Assessments shall be levied on all lots and lands within the District which are adjoining to, contiguous with or bounding and abutting upon the Capital Improvement Plan or specially benefited thereby and are further designated on the assessment plat referenced below.
- 7. There is on file at the District Records Office, an assessment plat showing the area to be assessed, together with plans and specifications describing the Capital Improvement Plan and the estimated cost, which shall be open to inspection by the public.
  - 8. This Resolution shall become effective upon its passage.
- 9. Any capitalized terms used herein and not defined, shall have the meanings set forth in the Assessment Report.

PASSED AND ADOPTED this 2nd day of December, 2020

ATTEST:	TOHOQUA COMMUNITY DEVELOPMENT DISTRICT, a Florida community development district
Ву:	By:
Name: Secretary / Assistant Secretary	Name: Chairman / Vice Chairman

#### Exhibit "A"

Tohoqua Community Development District Third Supplemental Engineer's Report For Series 2021 (Phase 4A/5A Project), dated December 2, 2020

# Tohoqua

# Community Development District

THIRD SUPPLEMENTAL ENGINEER'S REPORT FOR PHASE 4A / 5A (2021 PHASE 4A/5A PROJECT)

**Prepared For** 

Tohoqua Community Development District

Date

December 2, 2020



# Tohoqua

# Community Development District

THIRD SUPPLEMENTAL ENGINEER'S REPORT FOR PHASE 4A / 5A (2021 PHASE 4A/5A PROJECT)

Osceola County, Florida

#### Prepared For:

Tohoqua Community Development District

#### Date:

December 2, 2020



2602 East Livingston Street | Orlando, Florida 32803 | Tel: 407.487.2594 | Fax: 407.487.2594 | www.poulosandbennett.com FBPE Certificate of Authorization No. 28567

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#### Exhibits

Exhibit 1	Vicinity Map
Exhibit 2	Location Map
Exhibit 3	Tohoqua Phase 4 & 5 Master Site Plan
Exhibit 4	District Boundary Map and Legal Description
Exhibit 5	Proposed Public and Private Uses Within the CDD
Exhibit 6	Concept Plan
Exhibit 7	Post-Development Basin Map
Exhibit 8	FEMA 100-Year Floodplain
Exhibit 9	Potable Water Distribution System Map
Exhibit 10	Reclaimed Water Distribution System Map
Exhibit 11	Wastewater System Map
Exhibit 12	Estimate of Probable Capital Improvement Costs
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#### Section 1 Introduction

#### 1.1. Background

The District Engineer's Report, dated September 25, 2017, described the scope and estimated cost of the District's capital improvement program (the "CIP") serving the entire Tohoqua Community Development District (the "District"). The CIP is estimated to cost approximately \$71.870 million and includes public roadways, stormwater ponds, potable water distribution, sanitary sewer system, reclaimed water distribution, off-site utility and roadway improvements, an amenity site, parks, landscaping, hardscape, professional fees and contingency. This Third Supplemental Engineer's Report, dated November 24, 2020 (the "Third Supplemental Engineer's Report for Phase 4A/5A (2021 Phase 4A/5A Project)"), has been prepared to assist with the financing and construction of the public infrastructure components for the fourth and fifth phase of the Development within the District in the approximate amount of \$6.69 million (the "2021 Phase 4A/5A Project") pursuant to requirements of Osceola County and the City of St. Cloud, Florida.

The 2021 Phase 4A/5A Project described in this Third Supplemental Engineer's Report includes the proposed public infrastructure improvements necessary for the development of Phase 4 & 5 which is split more specifically into Phases 4A, 4B, 5A & 5B. Many of the necessary regulatory approvals have been obtained for the Development (hereinafter defined). The remaining permits necessary to complete the Development are expected to be obtained during the normal design and permitting processes. To the best of our knowledge and belief it is our opinion that the balance of the required permits are obtainable as needed. The implementation of any improvements discussed in this plan requires the final approval by many regulatory and permitting agencies as outlined in Section 2 below. This report, therefore, may be amended from time to time.

Cost estimates contained in this report have been prepared based on the best available information at this time. The actual costs of construction, final engineering design, planning, approvals and permitting may vary from the cost estimates presented.

#### 1.2. Location and General Description

The overall Tohoqua CDD is a 784-acre tract currently located in unincorporated Osceola County, Florida. More specifically, the parcel is located within a portion of Sections 5 and 6, Township 26 South, Range 30 East lying south of Neptune Road, west of the Florida Turnpike, and east of the permitted Toho Preserve development. Phase 4 & 5 of the overall project consists of approximately 44 acres of the District. Please refer to Vicinity Map Exhibit 1 and Location Map Exhibit 2. The proposed 2021 Phase 4A/5A Project is a multiphase development including Phase 4A, 4B, 5A & 5B as well as offsite improvements. Phase 4 is planned to include 241 single family homes and open space recreation. Phase 5 is planned to include 267 single family homes and open space recreation. Please refer to the Tohoqua Phase 4 & 5 Master Site Plan Exhibit 3. Zoning for the Development was approved by Osceola County on February 3, 2016.

It should be noted that the property was previously located in unincorporated Osceola County but has been annexed into the City of St. Cloud.

The District Boundary and Legal Description are included as Exhibit 4.

#### 1.3. District Purpose and Scope

The District was established for the purpose of financing, acquiring or constructing, maintaining and operating a portion of the public infrastructure necessary for community development within the District.

The purpose of this report is to provide a description of the public infrastructure improvements that may be financed by the District. The District may finance, acquire and/or, construct, operate, and maintain certain public infrastructure improvements that are needed to serve the Development. A portion of the infrastructure improvements will be financed with the proceeds of bonds issued by the District.

The proposed public infrastructure improvements, as outlined herein, are necessary for the development of the District as required by the applicable independent unit of local government.

#### 1.4. Description of Land Use

The lands within the overall District encompass approximately 784 acres. Based on the current MXD Zoning for the property, the development program is currently planned to include 2,216 single family homes, 1,004 multi-family units, 480,100 square feet of commercial/office space, 200 hotel rooms, a K-8 school site and a high school site. The approved land uses within the District include the following areas. Exhibit 5 provides the location of the development uses below. Exhibit 6 shows the current land use.

Proposed Development	Approximate Acres
Private	322.6
Schools	66.0
Stormwater	132.4
Amenities, Parks and Open Space	36.8
Roads Alleys & Utility Tracts	183.3
Conservation	42.9
Total Acres	784.0

#### Section 2 Government Actions

The following are the permitting agencies that will have jurisdiction for approval of construction within the District. Depending on the location and scope of each phase of project design, the individual permits that need to be obtained will need to be evaluated and not all of the permits listed below will necessarily apply to every sub-phase within the District. The property is currently located in unincorporated Osceola County and within the City of St. Cloud utility service area. The property is currently in the process of being annexed into the City of St. Cloud.

#### Permitting Agencies & Permits Required

- 1. Osceola County (while located in unincorporated Osceola County)
  - a. Preliminary Subdivision Plan
  - b. Mass Grading (optional)

- c. Site Development Plan
- d. Final Plat
- 2. South Florida Water Management District (SFWMD)
  - a. Environmental Resource Permit
    - i. Mass Grading/Master Stormwater Construction
    - ii. Final Engineering for Onsite and Offsite Improvements
  - b. Water Use Permit (Dewatering)
    - i. Mass Grading/Master Storm
    - ii. Final Engineering for Onsite and Offsite Improvements
- 3. City of St. Cloud
  - a. Final Engineering Construction Plans for Water, Sewer, and Reclaimed Water Systems
  - b. Concept Plan Revisions (upon annexation)
  - c. Preliminary Subdivision Plan (upon annexation)
  - d. Final Construction Plans for Streets and Drainage (upon annexation)
  - e. Final Plat (upon annexation)
- 4. Florida Department of Environmental Protection (FDEP)
  - a. Water Distribution System
  - b. Sanitary Sewer Collection and Transmission System
  - c. National Pollutant Discharge Elimination System (NPDES)
- 5. Federal Emergency Management Agency
  - a. Letter of Map Revision
- 6. Army Corp of Engineers
  - a. Dredge and Fill Permit
  - b. Canal Crossing Permit
- 7. Florida Fish and Wildlife Conservation Commission (FWC)
- 8. State of Florida Department of Transportation
  - a. Utility Permit
  - b. Drainage Connection Permit

Exhibit 13 lists the permits that have currently been obtained for Phase 4 & 5.

#### Section 3 Infrastructure Benefit

The District will fund, and in certain cases maintain and operate public infrastructure yielding two types of public benefits. These benefits include:

- Project wide public benefits
- Incidental public benefits

The project wide public benefits are provided by infrastructure improvements that serve all lands in the District. These public infrastructure improvements include construction of the master stormwater management system, the sanitary sewer, potable water, and reclaimed water mains, roadway network, offsite roadway and utility improvements, perimeter landscape and irrigation improvements within the District boundary. Some incidental public benefits include those benefits received by the general public who do not necessarily reside on land owned or within the District.

The proposed capital improvements identified in this report are intended to provide specific benefit to the assessable real property within the boundaries of the District. As much of the property is currently undeveloped, the construction and maintenance of the proposed infrastructure improvements are necessary and will benefit the property for the intended use. The District can construct any portion or all of the proposed infrastructure. In addition, the District can acquire, own, operate and/or maintain infrastructure not dedicated to the County or City. The Developer or other party/parties will construct and fund the infrastructure outside of the District and/or not funded by the District.

#### Section 4 2021 Phase 4A/5A Project

The 2021 Phase 4A/5A Project addressed in this Third Supplemental Engineer's Report includes elements that are only internal to the District. The proposed onsite infrastructure improvements include the master stormwater management and drainage systems, roadway improvements, pavement markings and street signage, potable water main, reclaimed water main and sewer infrastructure required to provide utility service to the District, landscaping, hardscaping and recreation areas. The proposed offsite improvements include the reclaim water main that will serve the project and is proposed to be funded by the District and constructed as part of Cross Prairie Parkway. Descriptions of the proposed capital improvements are provided in the following sections and Exhibits 5, 7 and 9 through 11. Exhibit 12 details the Cost Opinion for the 2021 Phase 4A/5A Project.

#### Section 5 Description of Series 2021 Phase 4A/5A Project Capital Improvement Plan

#### 5.1 Roadway Improvements

The District will not be responsible fund roadway construction internal to the District consisting of local roadways and alleys. The funding of Cross Prairie Parkway will be by the Developer under a Separate Reimbursement Agreement with Osceola County. The Developer will pay all costs associated with road improvements for which impact fee credits are payable pursuant to transportation or other development agreements. The costs for such improvements are not included on Exhibit 12, Exhibit 5, Public and Private Improvements, provides a graphical representation of the proposed roadway improvements. All such local roadways will be open to the public.

#### 5.2 Stormwater Management

As indicated above, the District may fund the construction of the master stormwater management system for the lands within the District. This system is made up of wet detention stormwater treatment ponds, control structures, spreader swales, inlets, manholes and storm pipes. The proposed ponds and outfall structures have been designed to provide water quality treatment and attenuation in accordance with Osceola County and the South Florida Water Management District regulations. The stormwater management system has been designed to accommodate on-site runoff in addition to offsite flows which have historically entered the project site. Exhibit 7, Post-Development Basin Map provides a graphical representation of the currently proposed stormwater management system. Stormwater Pond 6, 17 & 20 are included in the 2021 Phase 4A/5A Project.

#### 5.3 100-Year Floodplain

Pursuant to the Federal Emergency Management Agency's (FEMA) Flood Insurance Rate Map (FIRM)

panels 12097C 0090G 12097G and 12097C 0255G both dated June 18, 2013, portions of the project site is located within the 100-year Flood Hazard Area (FHA), Zone AE or Zone A. Exhibit 8, FEMA 100-Year Floodplain details the floodplain limits relative to the District boundaries.

Any development within the mapped floodplain will require a Letter of Map Revision to be issued by FEMA to remove the development from the floodplain. In addition, the placement of fill within the floodplain is regulated by the SFWMD and Osceola County any filled areas below the floodplain may require mitigation in the form of compensating storage.

A Letter of Map Revision is required for the Phase 5 improvements.

#### 5.4 Phase 4 & 5 Infrastructure

#### 5.4.1 Phase 4 & 5 Roadways

The Phase 4 & 5 roadway improvements are to be developer funded and owned and maintained by the city and include approximately 14,695 linear feet of road and will define the ingress and egress points within the Development. Phase 4 includes 7,534 linear feet and Phase 5 includes 7,161 linear feet of roadway. In addition to the roadways, the Phase 4 improvements include approximately 3,323 linear feet of public alleys. No public alleys will be constructed as part of Phase 5. The roadways and alleys will also serve as locations for the placement of utility infrastructure needed to serve the development of the project, see Exhibit 4. The Phase 4 roadways will connect to the future Phase 6 project and Cross Prairie Parkway as well as other unspecified future phases. The Phase 5 roadways will connect to Cross Prairie Parkway. No offsite roadway or intersection improvements are being constructed as part of Phase 4 & 5.

#### 5.4.2 Potable Water Distribution System

The District may fund the construction of the water distribution system within the District and those portions required to connect to existing or proposed offsite facilities. The potable water system will be conveyed to, and owned and maintained by the City of St. Cloud once it has been certified complete. The water mains within the District will be sized to provide water to residents of the District and will be designed and constructed based on the approved Master Utility Plan (MUP). Exhibit 9, Potable Water Distribution System Map, provides a graphical representation of the contemplated water mains to be constructed within Phase 4 & 5 and the overall District.

#### 5.4.3 Reclaimed Water Distribution System

The District may fund the construction of the reclaimed water distribution system within the District. The reclaimed water system will be conveyed to, and owned and maintained by the City of St. Cloud once it has been certified complete by the District. The reclaimed water mains serving the District will be sized to provide reclaimed water to the lot boundaries and common areas within the District and will be designed and constructed based on the approved MUP. Phase 4 & 5 will be served by the offsite reclaim water main which will be constructed as part of Cross Prairie Parkway. Exhibit 10, Reclaimed Water Distribution System Map, provide a graphical representation of the existing and proposed offsite reclaimed water system and onsite Phase 4 & 5 and overall system contemplated within the District.

#### 5.4.4 Wastewater System

The District may fund the construction of the gravity sewer, force main, and lift station infrastructure within the District and those portions required to connect to existing or proposed offsite facilities. The wastewater system will be conveyed to, and owned and maintained by the City of St. Cloud once it has been certified complete by the District. The sewer collection mains, lift stations and force mains serving the District will be sized to provide wastewater service to the residents of the District, and will be designed and constructed based on the approved MUP. Exhibit 11, Wastewater System Map, provide a graphical representation of the proposed offsite wastewater system and onsite Phase 4 & 5 and overall system contemplated within the District. Forcemain and lift station improvements will be constructed as part of Phase 4.

The funding of offsite wastewater improvements will be by the Developer under a separate Reimbursement Agreement with the City of St. Cloud. The Developer will pay all costs associated with utility improvements for which impact fee credits are payable pursuant to development agreements.

#### 5.4.5 Parks, Landscape & Hardscape

The Phase 4 & 5 landscaping and irrigation of the primary roadways will provide the "first impression" of the Development. The District may fund parks, landscape and hardscape construction and maintenance within roadways and common areas which may include perimeter landscape buffers, master signage, way finding signage, entry hardscape features, entry landscape, amenity area and park area features, landscape and hardscape, pedestrian/multi-purpose trails, and street trees. The District will own and maintain foregoing improvements.

#### 5.5 Professional and Inspection Fees

For the design, permitting and construction of the proposed 2021 Phase 4A/5A Project, professional services are required by various consultants. The consultants required are: civil engineer, geotechnical, planner, environmental, surveying, and landscape architect. During construction, the various permitting agencies will observe and inspect the project. Each of the agencies will charge an inspection fee to cover the costs associated with an inspector visiting the site to observe construction progress and confirm that the project is constructed in accordance with their respective approved plans, permits, rules, and regulations. The Professional Services and Inspections Fees are included as Soft Costs for the 2021 Phase 4A/5A Project.

#### Section 6 Ownership and Maintenance

Proposed District Capital	Ownership	Maintenance
Improvements Plan		
Onsite Roadway & Alley Improvements (Phase	4) City	City
Onsite Roadway Improvements (Phase 5)	HOA	HOA
Master Stormwater Management System	District	District
Potable Water Distribution System	City of St. Cloud	City of St. Cloud
Sanitary Sewer System	City of St. Cloud	City of St. Cloud
Reclaimed Water Distribution System	City of St. Cloud	City of St. Cloud
Parks, Landscaping, Irrigation and Signage	District	District

#### Section 7 Roadway Rights-of-Way, Stormwater Management Ponds and Other Open Spaces

Real property interests for lands within the District needed for construction, operation, and maintenance of District facilities will be conveyed and/or dedicated by the owner thereof to the District or other Public entity at no cost.

#### Section 8 Estimate of Probable Capital Improvement Costs

The Estimate of Probable Costs for the 2021 Phase 4A/5A Project is provided in Exhibit 12 and currently includes the costs for Phase 4A and Phase 5A. Costs associated with construction of the Phase 4A and Phase 5A improvements described in this report have been estimated based on the best available information. Other soft costs include portions of the surveying, design and engineering for the described work, regulatory permitting inspection fees and materials testing. In addition, a reasonable project contingency estimate has been included. Please note that the costs are subject to change based on final engineering, permitting, and changes in the site plan and construction cost due to market fluctuation.

#### Section 9 Conclusions and Summary Opinion

The 2021 Phase 4A/5A Project as described is necessary for the functional development of the property within Phases 4A and Phase 5A of the District as required by the applicable local governmental agencies. Phase 4 & 5 infrastructure has been planned and designed in accordance with current governmental regulatory requirements. The public infrastructure as described in this Third Supplemental Engineer's Report will serve its intended function provided the construction is in substantial compliance with the design and permits which will be required for the District by the various jurisdictional entities outlined earlier in this report. In addition to the annual non-ad valorem assessments to be levied and collected to pay debt service on the proposed bonds, the District will levy and collect an annual "Operating and Maintenance" assessment to be determined, assessed and levied by the District's Board of Supervisors upon the assessable real property within the District, for the purpose of defraying the cost and expenses of maintaining District-owned improvements.

The construction costs for the 2021 Phase 4A/5A Project in this Third Supplemental Engineer's Report are

based on the approved plans. In our professional opinion, and to the best of our knowledge and belief, the costs provided herein for the Phases 4A and Phase 5A improvements are reasonable to complete the construction of the infrastructure improvements described herein. All of the proposed 2021 Phase 4A/5A Project costs are to be public improvements or community facilities as set forth in sections 190.012(1) and (2) of the Florida Statutes.

The summary of probable infrastructure construction costs is only an opinion and not a guaranteed maximum price. Historical costs, actual bids and information from other professionals or contractors have been used in the preparation of this report. Contractors who have contributed in providing the cost data included in this report are reputable entities with experience in Central Florida.

The labor market, future costs of equipment and materials, increased regulatory actions and requirements, and the actual construction process are all beyond our control. Due to this inherent opportunity for fluctuation in cost, the total final cost may be more or less than this opinion.

As District Engineer: Poulos & Bennett, LLC

Eric E. Warren, PE

State of Florida Professional Engineer No. 45423

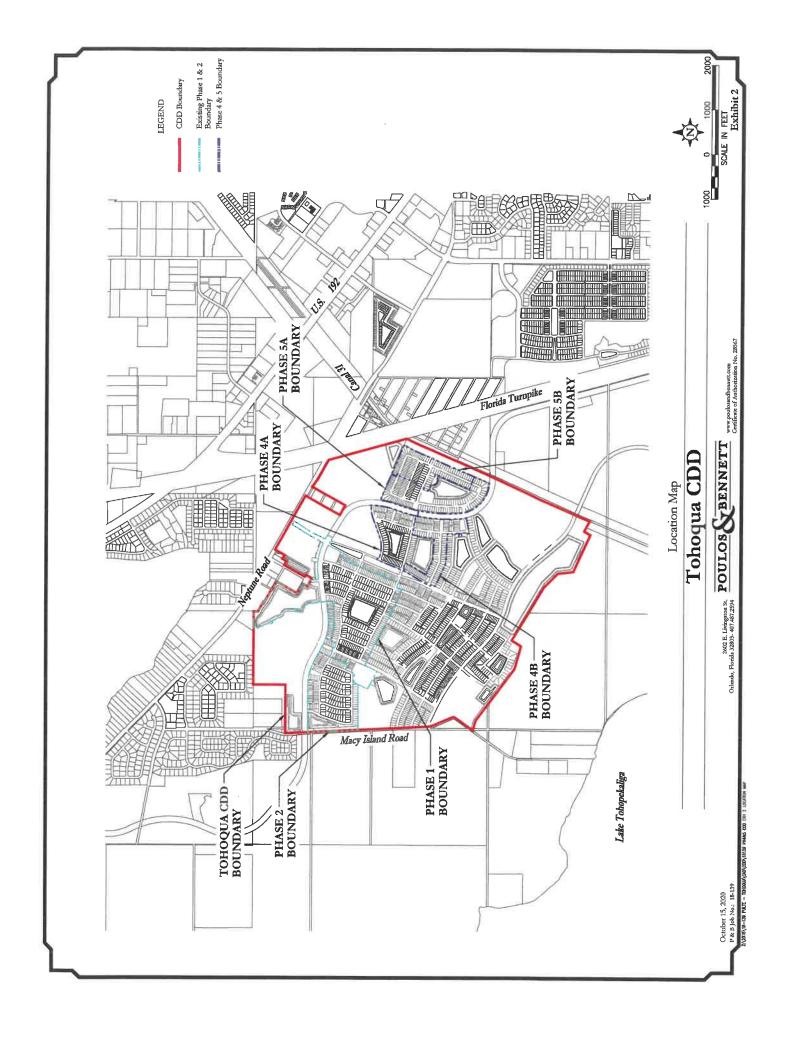
# **Exhibits**

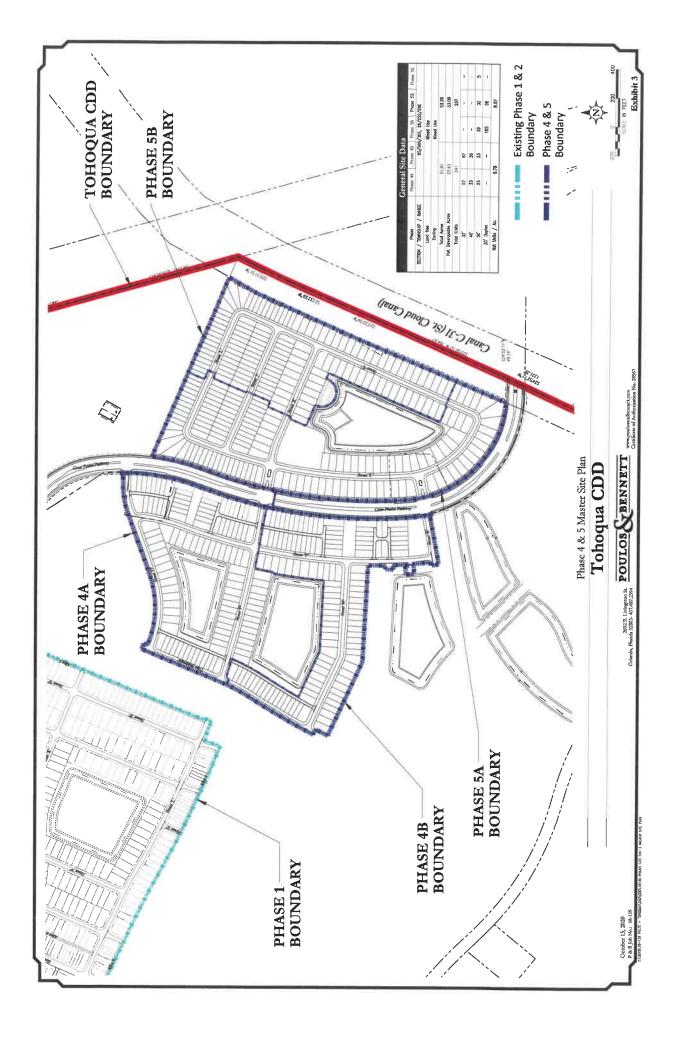


Vicinity Map

# Tohoqua CDD

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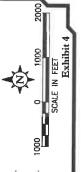
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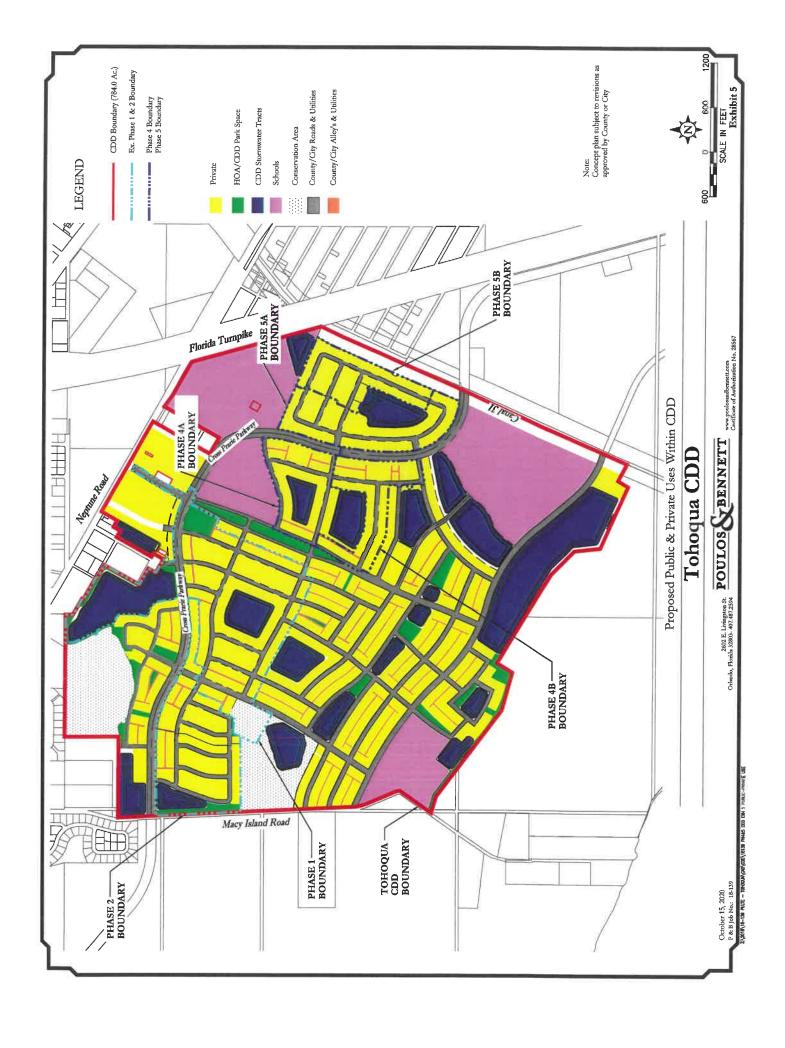
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# District Boundary Map and Legal Description

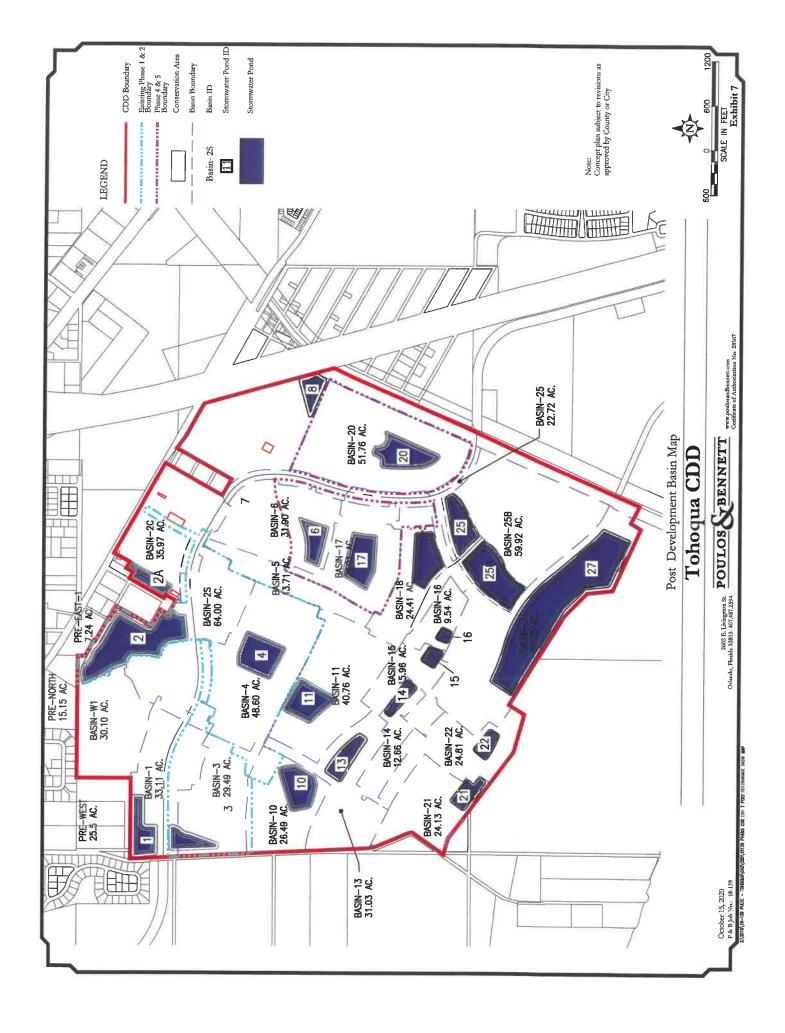
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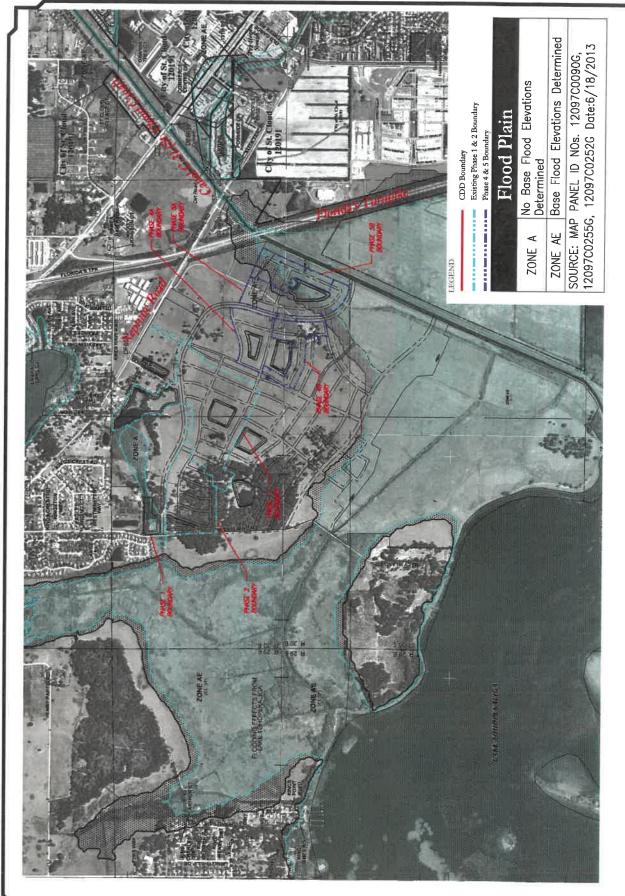
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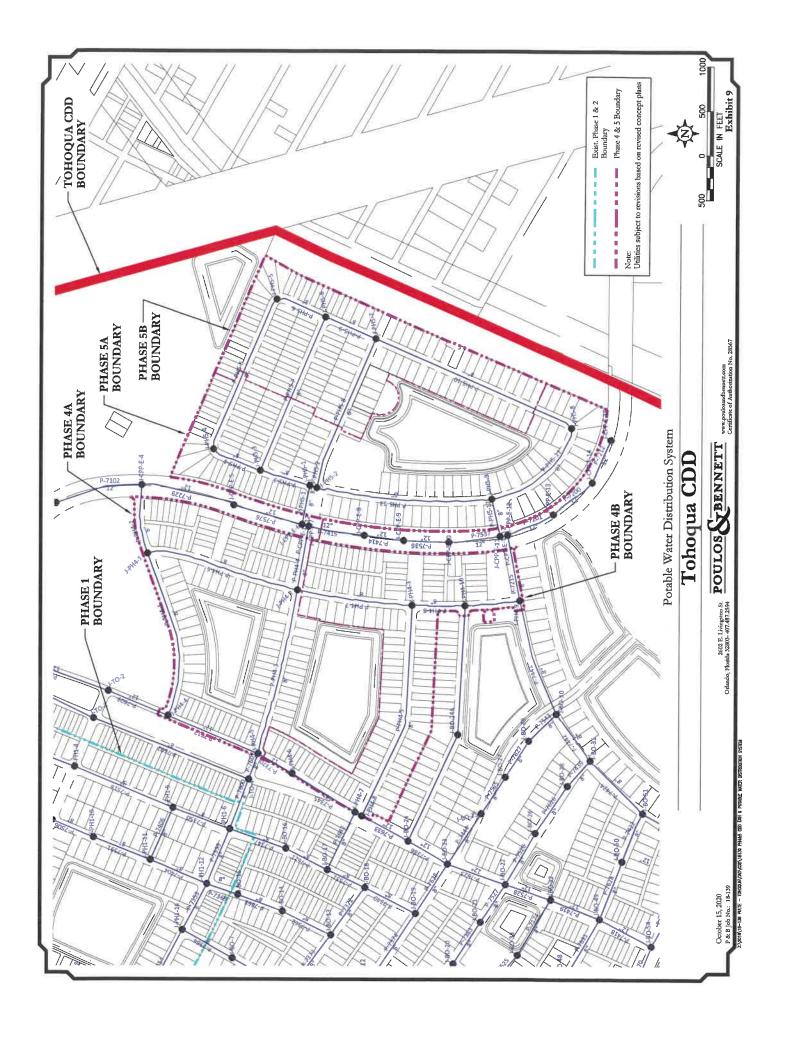
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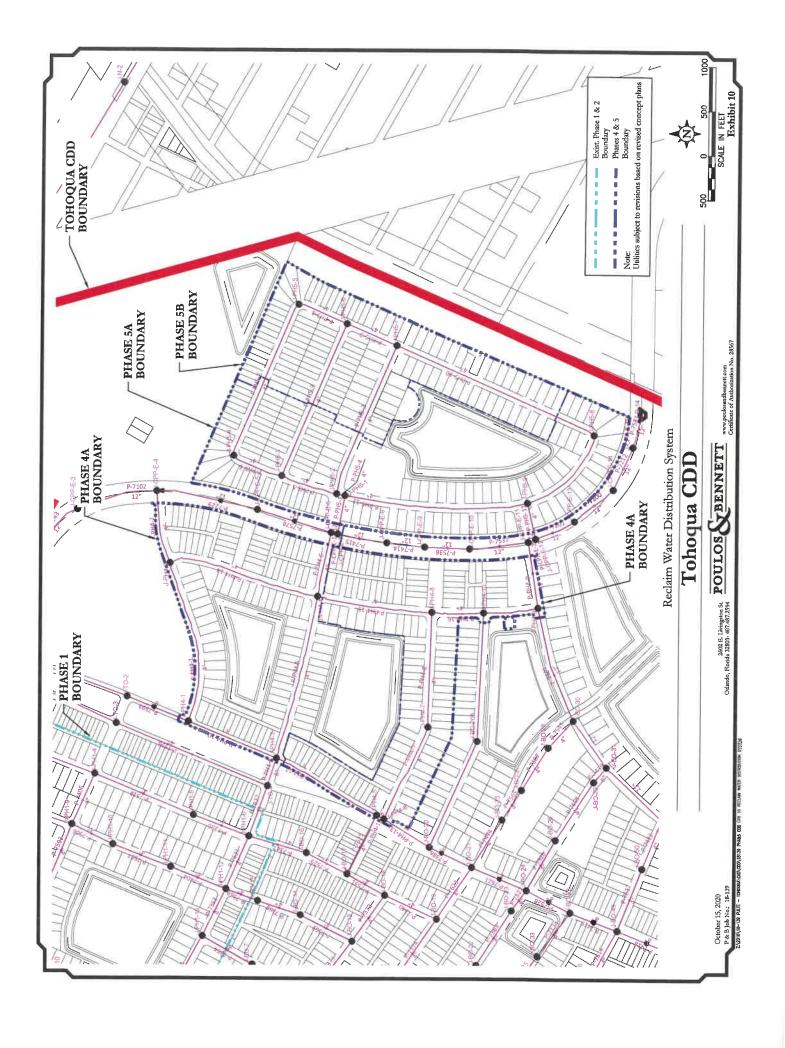
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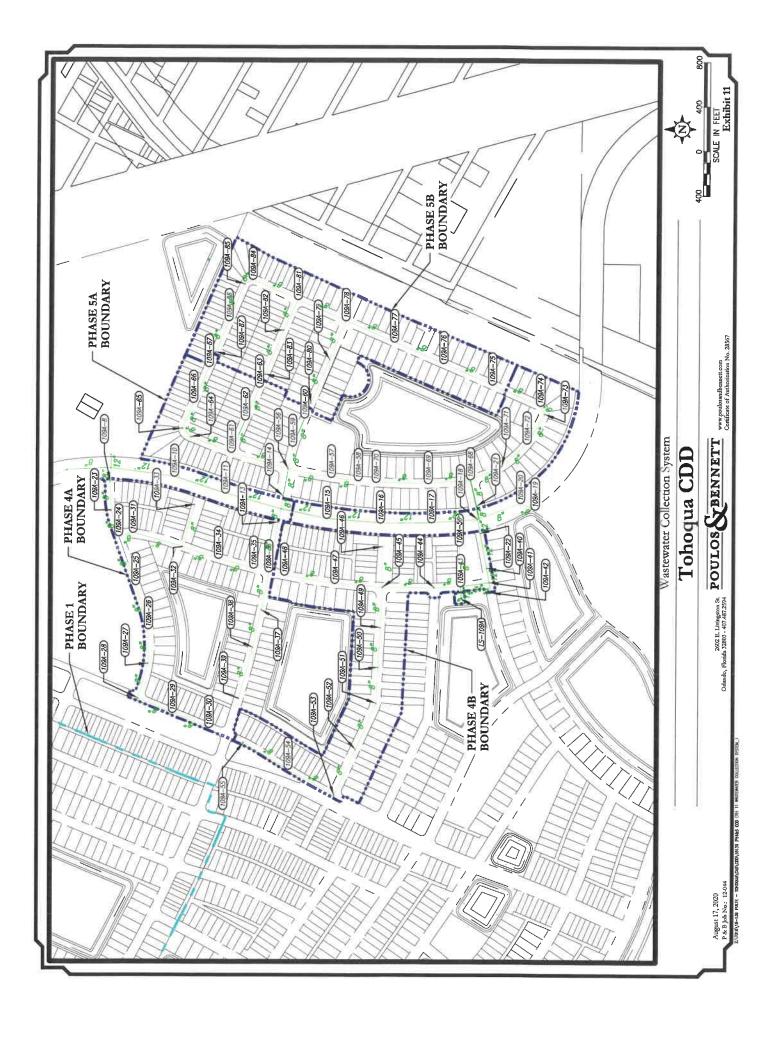
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#### EXHIBIT 12-1

#### Tohoqua CDD Phases 4A

# Third Supplemental Engineers Report for Phase 4A/5A (2021 Phase 4A/5A Project) Estimate of Probably Capital Improvement Costs November 24, 2020

Facility	Estimated Cost
Earthwork (Excavation, Grading & Erosion Control)	\$ 344,263.92
Stormwater System (Pipes & Structures)	\$ 788,534.75
Potable Water Distribution System (Pipes, Fittings, Valves, etc.)	\$ 260,711.50
Sanitary Sewer System (Pipes & Structures)	\$ 1,300,849.05
Reclaimed Water Distribution System (Pipes, Fittings, Valves, etc.)	\$ 121,102.95
Landscape & Hardscape (Landscaping, Sidewalk & Sod)	\$ 387,665.00
Offsite Improvements (Reclaim Main)	\$ 130,458.23
Subtotal	\$ 3,333,585.39
Professional Fees (10%)	\$ 333,358.54
Inspection, Survey & Testing Fees (5%)	\$ 166,679.27
Subtotal	\$ 3,833,623.20
Contingency (10%)	\$ 383,362.32
Total	\$ 4,216,985.52

#### EXHIBIT 12-2

#### Tohoqua CDD Phases 5A

# Third Supplemental Engineers Report for Phase 4A/5A (2021 Phase 4A/5A Project) Estimate of Probably Capital Improvement Costs November 24, 2020

Facility	Estimated Cost
Earthwork (Excavation, Grading & Erosion Control)	\$ 119,161.90
Stormwater System (Pipes & Structures)	\$ 694,876.00
Potable Water Distribution System (Pipes, Fittings, Valves, etc.)	\$ 226,862.00
Sanitary Sewer System (Pipes & Structures)	\$ 325,610.35
Reclaimed Water Distribution System (Pipes, Fittings, Valves, etc.)	\$ 97,064.60
Landscape & Hardscape (Landscaping, Sidewalk & Sod)	\$ 359,743.50
Offsite Improvements (Reclaim Main)	\$ 130,458.23
Subtotal	\$ 1,953,776.58
Professional Fees (10%)	\$ 195,377.66
Inspection, Survey & Testing Fees (5%)	\$ 97,688.83
Subtotal	\$ 2,246,843.06
Contingency (10%)	\$ 224,684.31
Total	\$ 2,471,527.37

EXHIBIT 13-1 Tohoqua CDD Permit Approval Log Master Permits

DATE:	<b>DATE:</b> 10/21/2020	BY:		PROJECT NUMBER(S): 12-044	12-044			
COMMUNITY:		Master Project	ect					
PERMIT TYPE (IE: Wetland, Land Use, Sewer Extension)	ISSUING AGENCY	APPLICATION NUMBER	PERMIT NUMBER	<b>DESCRIPTION OF PERMITTED ACTIVITY</b> (IE: Subdivision Approval Phase 2)	CONSULT -ANT	CURRENT STATUS (IE: Not Yet Submitted, In Review, 2nd Submittal, Approved, Extended, Expired, Closed Out, etc.	DATE	DATE ISSUED
DRI Rescission	Osceola County	DRI06-0011	DRI06-0011	DRI Rescission	1	Approved		6/20/2016
Concept Plan	Osceola County	CP14-00004	CD14-00004	Concept Plan	1	Approved		2/3/2016
Site Development Plan	Osceola County	SDP15-0017	SDP15-0017	Mass Grading & Master Stormwater Plan Phase 1	-	Approved		8/31/2016
Utilities Approval	City of St. Cloud	-		Master Utility Plan	-	Approved		
Conservation Easement Recording	SFWMD	ı	E2017025709B51 03P10	Deed of Conservation Easement	-	Approved		2/15/2019
Environmental Resource Permit (ERP)	SFWMD	150225-18	49-02426-Р	Conceptual/Construction of a Stormwater Management System	1	Approved		12/8/2016
FDEP NPDES NOI	FDEP	-	FLR20DY10-001	Notice of Intent to Use Generic Permit for Stormwater Discharge from Large and Small Construction Activities and Dewatering Operations		Approved		10/9/2020
Fill Permit	ACOE	-	SAJ-2015-00814 (SP-JSC)	Authorization to fill 32.65 acres of waters of the US for construction		Approved		2/17/2017
Drainage Connection Permit	FDOT	-	2016-D-853-005	Drainage Connection Permit		Approved		6/15/2016

EXHIBIT 13-2 Tohoqua CDD Permit Approval Log Phase 4

DATE:	<b>DATE:</b> 10/21/2020	BY:		PROJECT NUMBER(S): 18-139	18-139			
COMMUNITY:		Tohoqua Phase 4	ie 4					
PERMIT TYPE (IE: Wetland, Land Use, Sewer Extension)	ISSUING	APPLICATION NUMBER	PERMIT NUMBER	DESCRIPTION OF PERMITTED ACTIVITY (IE: Subdivision Approval Phase 2) -ANT	CONSULT -ANT	CURRENT STATUS (IE: Not Yet Submitted, In Review, 2nd Submittal, Approved, Extended, Expired, Closed Out, etc.	DATE	DATE ISSUED
Preliminary Subdivision Plan (PSP)	City of St. Cloud			Preliminary Subdivision Plan	t	Approved		
Subdivision Construction Plans	City of St. Cloud	DRC Case# 19-45.03	DRC Case# 19-45.03	Subdivision Construction Plan Phase 4	1	Approved		2/11/2020
Environmental Resource Permit (ERP)	SFWMD	200319-3059	49-102625-P	Environmental Resource Permit (Construction/Operation Modification)	-	Approved		1/24/2020
Potable Water Permit	FDEP	1	0076597-476-DS	Potable Water General Permit	ı	Approved		2/25/2020
Wastewater Permit	FDEP	ı	0354122-002- DWC/CM	Wastewater General Permit	1	Approved		3/18/2020
Plat Submittal	Osceola County	TBD	TBD	Subdivision Plat	-	Not Yet Submitted		TBD

EXHIBIT 13-3 Tohoqua CDD Permit Approval Log Phase 5

DATE: COMMUNITY:	DATE: 10/21/2020	BY: Tohoqua Phase 5	e 5	PROJECT NUMBER(S): 18-139	18-139			
PERMIT TYPE (IE: Wetland, Land Use, Sewer Extension)	ISSUING	APPLICATION	PERMIT NUMBER	<b>DESCRIPTION OF PERMITTED ACTIVITY</b> (IE: Subdivision Approval Phase 2)	CONSULT -ANT	CURRENT STATUS (IE: Not Yet Submitted, In Review, 2nd Submittal, Approved, Extended, Expired, Closed	DATE	DATE ISSUED
Preliminary Subdivision Plan (PSP)	City of St. Cloud			Preliminary Subdivision Plan		Out, etc. Approved		
Subdivision Construction Plans	City of St. Cloud	DRC Case# 19-45.04	DRC Case# 19-45.04	Subdivision Construction Plan Phase 5	1	Approved		2/11/2020
Environmental Resource Permit (ERP)	SFWMD	200319-3059	49-102625-P	Environmental Resource Permit (Construction/Operation Modification)	1	Approved		1/24/2020
Potable Water Permit	FDEP	1	0076597-477-DS	Potable Water General Permit	,	Approved		2/25/2020
Wastewater Permit	FDEP	,	0354122-003- DWC/CM	Wastewater General Permit	-	Approved		3/18/2020
Wildlife Permit	USFWS	1	MB33614D-0	Short-Term Eagle Incidental Take Permit		Approved		7/11/2019
Plat Submittal	Osceola County	TBD	TBD	Subdivision Plat		Not Yet Submitted		TBD

#### Exhibit "B"

Tohoqua Community Development District Series 2021 Supplemental Assessment Methodology for Assessment Area Three - Phase 4A/5A Project, dated December 2, 2020

# EXHIBIT B WILL BE PROVIDED UNDER SEPARATE COVER



# SECTION C

# SECTION 1

# **Tohoqua**Community Development District

#### **Summary of Operating Checks**

October 26, 2020 to November 23, 2020

Bank	Date	Check No.'s	Amount
General Fund	11/2/20	209-214	\$ 4,911.08
	11/18/20	215-225	\$ 35,046.40
	11/23/20	226-228	\$ 33,246.00
		;-	\$ 73,203.48
			\$ 73,203.48

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/20 00029	11/18/20 00029 11/01/20 R262529- 202011 310-51300-49100 PROPERTY TAX FY21	     * 	4,319.49	1 1 1 1 1 1
 	BRUCE VICKERS TAX COLLECTOR			4,319.49 000216
11/18/20 00021	10/22/20 2060-144 202010 320-53800-47600	 	164.54	1
	10/28/20 202010 320-53800-47600 STGNS 10/28/20	*	32.00	
				196.54 000217
/20 99999	11/18/20 99999 11/18/20 VOID 202011 000-00000-00000	1 1 2	00.	1
	CHECK.			.00 000218
/20 00002	11/18/20 00002 9/30/20 122 202009 320-53800-49000	! ! ! * !	548.08	1 1 1 1 1 1
	9/30/20 122 202009 330-53800-49200 CONES/M.SUPPLIES/T.CANS	*	2,189.80	
	9/30/20 122 202009 320-53800-47600 SIGNS POOL	*	1,779.90	
	9/30/20 122 202009 330-53800-49100 CAMERAS COMP/SOFTWARE	*	780.78	

TQUA TOHOQUA CDD IAGUILAR

m 14,137.50 000219 000220 000221 000222 1,300.00 000223 1,402.25 000224 AMOUNT # PAGE 2,971.50 6,125.62 100.00 1 1 1 I I 1 į RUN 11/24/20 2.92 971.50 125.62 100.00 300.00 319.75 1,300.00 34.64 100.00 AMOUNT 401.07 3,004.17 416.67 24.85 637.95 1,666.67 1,250.00 1,082.50 1 9 ı 1 J ı 1 ı ŀ YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER - 11/23/2020 \*\*\* BANK A GENERAL FUND BANK A GENERAL FUND ı ı STATUS ·k LATHAM, LUNA, EDEN & BEAUDINE, LLP GOVERNMENTAL MANAGEMENT SERVICES ROBERTS POOL SRVC AND REPAIR INC VENDOR NAME BENNEIT, ILC LIGHTING PROS LLC 1 ı SPIES POOL, LLC ...EXPENSED TO...
YRMO DPT ACCT# SUB SUBCLASS 1 1 1 ß 1 1 POULOS 1 124 202011 310-51300-34000 MANAGEMENT FEES NOV/2020 124 202011 310-51300-35100 INFORMATION TECH NOV/2020 124 202011 310-51300-31300 124 202011 310-51300-51000 11/04/20 3170 202011 330-53800-48900 HOLLIDAY DECOR 50% 11/18/20 00026 10/23/20 358568 202010 330-53800-53000 BULK BLEACH/CALCIUM/ACID 10/23/20 358741 202010 330-53800-53000 BULK BLEACH OFFICE SUPPLIES

2.1 202010 320-53800-46500
DISINFECTING SERV 10/2020
2.2 202010 310-51300-42000
CERTIFIED MAIL 11/18/20 00004 10/22/20 94313 202009 310-51300-31500 REVIEW/EMAILS/COMPLETIONS 11/18/20 00024 11/01/20 6418 202011 320-53800-47200 POOL MAINTENACE NOV/2020 10/23/20 17-188(2 202009 310-51300-31100 ENGINEER SERVICES 9/30/20 FIELD MANAGEMENT NOV/2020 27 202011 330-53800-48200 FACILITY MAINT NOV 2020 202009 310-51300-51000 202011 310-51300-42000 202011 310-51300-42500 202011 320-53800-12000 OFFICE SUPPLIES DATE INVOICE 122 OFFICE ; POSTAGE COPIES 10/30/20 128 11/01/20 124 11/01/20 124 .0/07/20 121 11/01/20 124 11/01/20 124 11/01/20 124 11/01/20 125 11/01/20 127 AP300R \*\*\* CHECK DATES 10/26/2020 11/01/20 9/30/20 11/18/20 00006 11/18/20 00028 VEND# CHECK DATE

TQUA TOHOQUA CDD IAGUILAR

AP300R *** CHECK DATES 10/26/2020 - 11/23/2020 *** TOHOQUA - GENERAL FUND RANK A CENERAL FUND	PAGE	
AP300R *** CHECK DATES 10/26/2020 - 11/23/2020 *** TOHOQUA - GENERAL FUND RANK A CENERAL FUND		
	AP300R *** CHECK DATES 10/26/2020 - 11/23/2020 *** TOHOQUA - GENERAL FUND	BANK A CHINE

4

TREES  INSURANCE ADVISORS, LLC  INSURANCE ADVI	INVOICEEXPENSED TO VENDOR NAME
* 1,743.75  * 1,743.75  * 1,743.75  * 1,005.00  * 22,642.00  * 2,960.00  * 9.00-  * 186.00  * 9.00-  * 186.00  * 9.00-	SUBCLASS
* 1,743.75  * 1,743.75  * 22,642.00  * 22,642.00  * 2,960.00  * 2,421.00  * 9.00-  * 186.00  INSURANCE ADVISORS, LLC  * 186.00  NMENTAL MANAGEMENT SERVICES	11/18/20 00027 10/16/20 ULS-3633 202009 320-53800-46200 LANDSCAPE MAINT SEPT/20
EES  * 1,005.00  * 22,642.00  * 2,960.00  * 9.00-  INSURANCE ADVISORS, LLC  * 186.00  * 186.00  * 3,100.00  NMENTAL MANAGEMENT SERVICES	00
* 1,005.00  * 22,642.00  * 2,960.00  * 9.00-  * 9.00-  * 186.00  * 9.00-  * 9.00-  * 186.00  * 186.00  * 186.00  * 186.00  * 186.00  * 186.00  * 186.00  * 186.00  * 186.00  * 186.00  * 186.00	3D TREES
* 1,005.00  * 22,642.00  * 2,960.00  * 9.00-  * 186.00  NMENTAL MANAGEMENT SERVICES	
* 22,642.00  * 2,960.00  * 2,421.00  * 9.00-  * 186.00  INSURANCE ADVISORS, LLC  * 186.00  NMENTAL MANAGEMENT SERVICES	00
* 2,960.00  * 2,421.00  * 9.00-  INSURANCE ADVISORS, LLC	00
* 2,421.00  * 9.00-  INSURANCE ADVISORS, LLC	0
* 9.00-  * 186.00  SINSURANCE ADVISORS, LLC	0
* 186.00  S INSURANCE ADVISORS, LLC  *	
S INSURANCE ADVISORS, LLC	
SENNMENTAL MANAGEMENT SERVICES	S INSURANCE ADVISORS, LLC
ERNMENTAL MANAGEMENT SERVICES	
ES POOL, LLC	ERNMENTAL MANAGEMENT SERVICES
	I I
	ES POOL, LLC

TQUA TOHOQUA CDD IAGUILAR

73,203.48

TOTAL FOR BANK A TOTAL FOR REGISTER



Community Development District

Unaudited Financial Reporting October 31, 2020



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#### **Tohoqua**Community Development District **Combined Balance Sheet** October 31, 2020

	General Fund	De	ebt Service Fund	Сарі	tal Projects Fund	Gover	Totals Governmental Funds	
Assets:								
Cash	\$ 61,116	\$	-	\$	-	\$	61,116	
Investments							,	
Series 2018								
Reserve	\$ -	\$	69,039	\$	-	\$	69,039	
Revenue	\$ -	\$	63,191	\$	_	\$	63,191	
Construction	\$ -	\$	-	\$	13,383	\$	13,383	
Due From General	\$ -	\$	961	\$	-	\$	961	
Total Assets	\$ 61,116	\$	133,190	\$	13,383	\$	207,689	
Liabilities:								
Accounts Payable	\$ 62,700	\$	-	\$	-	\$	62,700	
Due to Debt Service	\$ 961	\$	-	\$	-	\$	961	
Due to Other	\$ 283	\$	-	\$	-	\$	283	
Total Liabilities	\$ 63,943	\$		\$	<b>-</b>	\$	63,943	
Fund Balances:								
Assigned For Debt Service	\$ -	\$	133,190	\$	-	\$	133,190	
Assigned For Capital Projects	\$ -	\$	-	\$	13,383	\$	13,383	
Unassigned	\$ (2,828)	\$	*	\$	*	\$	(2,828)	
Total Fund Balances	\$ (2,828)	\$	133,190	\$	13,383	\$	143,746	
Total Liabilities & Fund Balance	\$ 61,116	\$	133,190	\$	13,383	\$	207,689	

#### Community Development District

#### **General Fund**

#### Statement of Revenues, Expenditures, and Changes in Fund Balance

The second second	10.00	Adopted			1000	A 400	
		Adopted		rated Budget	The	Actual 0.10/31/20	Mariana
-		New York In Co.	1111	4.20303424	- 1111	210/31/20	Variance
Revenues							
Developer Contributions	\$	699,813	\$	-	\$		\$
Assessments - Tax Collector (Platted)	\$	228,349	\$	19,029	\$	-	\$ (19,029
Assessments - Direct (Unplatted)	\$	115,755	\$	9,646	\$	8,213	\$ (1,434
Special Events Revenue	\$	12,000	\$	1,000	\$	-	\$ (1,000
Total Revenues	\$	1,055,916	\$	29,675	5	8,213	\$ (21,463
Expenditures							
General & Administrative:							
Supervisor Fees	\$	9,600	\$	800	\$	800	\$
FICA Expense	\$	734	\$	61	\$	61	\$ (0
Engineering	\$	12,000	\$	1,000	\$	-	\$ 1,000
Attorney	\$	25,000	\$	2,083	\$	_	\$ 2,083
Annual Audit	\$	3,500	\$	191	\$	_	\$ 
Assessment Administration	\$	5,000	\$	5,000	\$	5,000	\$ _
Arbitrage	\$	1,200	\$	727	\$	170	\$
Dissemination	\$	10,000	\$	833	\$	417	\$ 417
Trustee Fees	\$	7,435	\$	1,549	\$	1,549	\$
Management Fees	\$	36,050	\$	3,004	\$	3,004	\$ (0
Information Technology	\$	2,400	\$	200	\$	100	\$ 100
Telephone	\$	300	\$	25	\$	9	\$ 16
Postage	\$	1,000	\$	83	\$	170	\$ (87)
Insurance	\$	5,700	\$	5,700	\$	6,636	\$ (936)
Printing & Binding	\$	1,000	\$	83	\$	8	\$ 76
Legal Advertising	\$	3,800	\$	317	\$	-	\$ 317
Other Current Charges	\$	1,000	\$	83	\$		\$ 83
Office Supplies	\$	625	\$	52	\$	0	\$ 52
Dues, Licenses & Subscriptions	\$	175	\$	175	\$	175	\$ -
Total General & Administrative:	\$	126,519	\$	21,050	\$	17,929	\$ 3,120
<u>Maintenance</u>							
Contract Services							
Field Management	\$	20,000	\$	1,667	\$	1,667	\$ (0)
Amenities Management	\$	36,000	\$	3,000	\$	3,000	\$ -
Landscape Maintenance	\$	350,000	\$	29,167	\$	8,820	\$ 20,347
Lake Maintenance	\$	28,080	\$	2,340	\$	1,015	\$ 1,325
Wetland Maintenance	\$	6,400	\$	533	\$	-	\$ 533
Wetland Mitigation Reporting	\$	26,000	\$	2,167	\$		\$ 2,167
Pool Maintenance	\$	20,000	\$	1,667	\$	1,300	\$ 367
Pest Control	\$	780	\$	65	\$	65	\$ -
anitorial Services	\$	35,100	\$	2,925	\$	4,400	\$ (1,475)
Repairs & Maintenance							
Landscape Replacement	\$	25,000	\$	2,083	\$	*	\$ 2,083
rrigation Repairs	\$	3,000	\$	250	\$		\$ 250
Stormwater Inspections	\$	14,400	\$	1,200	\$	-	\$ 1,200
General Repairs & Maintenance	\$	10,000	\$	833	\$	-	\$ 833
Operating Supplies	\$	5,000	\$	417	\$	-	\$ 417
Road & Sidewalk Maintenance	\$	3,000	\$	250	\$	-	\$ 250
Signage	\$	250	\$	21	\$	197	\$ (176)
Walls - Repair/Cleaning	\$	1,500	\$	125	\$	-	\$ 125
Fencing	\$	250	\$	21	\$	-	\$ 21

#### Community Development District

#### General Fund

#### Statement of Revenues, Expenditures, and Changes in Fund Balance

and the state of the state of		Adoptos		mate d R. d	Actual						
to the result you are the first of the		Adopted		orated Budget	-						
	April 1985	Del Hight	130	ru 10/31/20	Thr	u 10/31/20		Variance			
Utilities											
Pool - Electric	<b>.</b>	15.000		4.050	_						
Pool - Water	\$	15,000	\$	1,250	\$	-	\$	1,250			
Electric	\$	600	\$	50	\$	-	\$	50			
	\$	10,000	\$	833	\$	12	\$	821			
Water & Sewer	\$	57,500	\$	4,792	\$	147	\$	4,645			
Streetlights	\$	75,000	\$	6,250	\$	2,553	\$	3,697			
Gas	\$	6,000	\$	500	\$	347	\$	500			
Amenities											
Property Insurance	\$	20,000	\$	20,000	\$	22,642	\$	(2,642)			
Pool Attendants	\$	12,500	\$	1,042	\$		\$	1,042			
Security Patrol	\$	30,000	\$	2,500	\$	-	\$	2,500			
Pool Repairs & Maintenance	\$	9,000	\$	750	\$	1,402	\$	(652)			
Pool Permits	\$	325	\$	-	\$	-,	\$	(002)			
Trash Collection	\$	6,000	\$	500	\$	_	\$	500			
Telephone	\$	1,250	\$	104	\$	-	\$	104			
Cable/Internet	\$	3,750	\$	313	\$		\$	313			
Access Cards & Equipment Supplies	\$	4,000	\$	333	\$	_	\$	333			
Fire Alarm & Security Monitoring	\$	1,000	\$	83	\$	_	\$	83			
Fire Alarm & Security Monitoring Repairs	\$	3,000	\$	250	\$	_	\$	250			
Fire Extinguisher Inspections	\$	150	\$	13	\$	_	\$	13			
Amenity Signage	\$	2,000	\$	167	\$	_	\$	167			
Repairs & Maintenance	\$	17,500	\$	1,458	\$	1,250	\$	208			
Office Supplies	\$	2,500	\$	208	\$	1,250	\$	208			
Special Events	\$	12,000	\$	1,000	\$	_	\$	1.000			
Termite Bond	\$	300	\$	25	\$	_	\$	25			
Holiday Décor	\$	15,000	\$	1,250	\$		\$	1,250			
Other								-,			
Contingency	\$	25,000	¢	3.003							
Capital Reserve	\$	•	\$	2,083	\$	*	\$	2,083			
Capital Reserve	<b></b>	15,262	\$		\$	14	\$	•			
Total Maintenance	\$	929,397	\$	94,484	\$	48,470	\$	46,014			
Total Expenditures	\$	1,055,916	\$	115,534	S	66,400	\$	49,134			
Other Financing Sources /(Uses)											
Transfer In/Out	\$	8	\$	_	\$	-	\$				
Total Other Financing Sources (Uses)	\$		\$		\$		\$				
					NP .		•				
Excess Revenues (Expenditures)	S			1 2 3	\$	(58,187)					
Fund Balance - Beginning	\$				\$	55,359					
Fund Balance - Ending	5	Tally and a last	1105		5	(2,828)	- SU   B				
The state of the s					4	12,010					

#### **Community Development District**

#### **Debt Service Fund**

#### Statement of Revenues, Expenditures, and Changes in Fund Balance

	Adopted Budget		ed Budget	The	Actual n 10/31/20		Variance
Revenues							
Special Assessments	\$ 137,458	\$	-	\$	283	\$	380
Interest Income	\$ -	\$	-	\$	1	\$	1
Total Revenues	\$ 137,458	\$	*	\$	î	\$	1
Expenditures:							
General & Administrative:							
Principal Payment-05/01	\$ 35,000	\$	-	\$	-	\$	_
Interest Payment - 11/01	\$ 49,770	\$	-	\$	_	\$	-
Interest Payment - 05/01	\$ 49,770	\$	-	\$	-	\$	-
Total Expenditures	\$ 134,540	\$		\$		\$	
Other Sources/(Uses)							
Transfer In/Out	\$ *	\$	-	\$	-	\$	-
Total Other Financing Sources (Uses)	\$	\$		\$		\$	NT TO THE
Excess Revenues (Expenditures)	\$ 2,918	TIT		\$		I F	
Fund Balance - Beginning	\$ 63,209		31 8	\$	133,190	19	
Fund Balance - Ending	\$ 66,127		Part I	\$	133,190	189	

#### Comm unity Developm en District

#### Capital Projects Fund

#### Statement of Revenues, Expenditures, and Changes in Fund Balance

	Ado	pted		d Budget		Actual	3-1-02	
COMPRESSED OF STREET	Bu	dget	Thru 10	7/31/20	Thru	10/31/20	Var	iance
Revenues								
Interest	\$	9	\$	-	\$	0	\$	0
Total Revenues	s		\$		\$	0	S	0
Expenditures:								
General & Administrative:								
Capital Outlay	\$	-	\$	-	\$	-	\$	-
Total Expenditures	\$		\$		s		\$	•
Other Financing Sources/(Uses)								
Transfer ln/Out	\$	-	\$	-	\$	-	\$	-
Total Other Financing Sources (Uses)	\$	*	\$		\$	•	\$	
Excess Revenues (Expenditures)	\$	1 2	41 20	7 7	\$	0		[1,11]
Fund Balance - Beginning	\$	-			\$	13,383	January Tea	
Fund Balance - Ending	\$ \$				S	13,383	San By A	

Revenues														
Developer Contributions	v													
Agreement True California	n 4	9 4												E
Assessments - tax confector (riamed)	n 4	, ,,,,	<i>y</i> , (	10	<b>₩</b> (	se +	<del>69</del> 1	<del>69</del>	<del>60</del>	<del>64</del>	<b>67</b>	<del>69</del>	<del>69</del>	6
Assessments - Direct Onplaned)	n (	6, 612, 5												8,213
special events kevenue	n	,												#2
Total Revenues	*	8,213 \$	\$	\$ .	. 5	\$	٧.	\$	5	<del>571</del>	5	8	5	8 213
Expenditures														
Conoral & Administration														
Supervisor Fees	<del>67</del>	\$ 008					\$ -	<b>€7</b>	<del>6/7</del> 1				\$	800
FICA Expense	<b>69</b> 6	61 \$	69.6	<del>12</del> (	<del>65</del> (	69 1	69 1	<b>67</b> ·	65	<b>6/3</b>	100	<del>64</del>	\$	19
Lighteering	A 4						<b>.</b>		69					4
Attorney	A 6	9A 6							<del>69</del>					
Annual Augit	e (								<del>69</del>					•
Assessment Administration	Α 1	\$ 000'5							<del>64</del>					2,000
Arbitrage	69	691							\$					0
Dissemination	649	417 \$							<del>6</del> 9					417
Trustee Fees	675	1,549 \$							<del>19</del>					1,549
Management Fees	<del>59</del>	3,004 \$							49					3,004
Information Technology	69	100 \$							69 1					100
Telephone	<del>63</del>	\$ 6							1					6
Postage	64	170 \$												170
Insurance	<b>57</b>	6,636 \$												989'9
Printing & Binding	69 4	<del>64</del> -					67	<b>5</b> 7	<del>69</del>				<del>€7</del> 1	В
Legal Advertising	n (	<del>54</del> (												•
Other Current Charges	es t	<del>in</del> (												•
Office Supplies	A 6	۰ بر ا								in .				0
Dues, Ecenses & Subscriptions	n	6 6/7								<del>1/2</del>				175
Total General & Administrative:	<b>10</b>	17,929 \$	sń.	<b>₩</b>	es:	φη.	93		4/3	1/5	**	107		17,929
Maintenance														
Contract Consiser														
Field Management		1667 \$												,
Amenities Management	49													7,000
Landscape Maintenance	49													0000,5
Lake Maintenance	69	1,015 \$												1.015
Wetland Maintenance	69	<b>55</b>												'
Wetland Mitigation Reporting	₩	100												١
Pool Maintenance	69		<del>to</del>	67	<del>\$7</del>	<del>10</del> 7	<b>49</b>	**	<b>57</b>	69	<del>60</del>	44		1,300
Pest Control	69 ·													65
Janitorial Services	ire	4,400 \$												4,400
Repairs & Mointenance														
Landscape Replacement	<del>1/1</del>	<b>65</b>		<del>1</del>				<del>6</del> 7	10			¥	6	
Irrigation Repairs	49	5							9 40					
Stormwater Inspections	<b>⊌</b> 7	<b>€</b> 9												
General Repairs & Maintenance	49	<b>⇔</b>								•				8 8
Operating Supplies	<del>14</del>	•												
Road & Sidewalk Malntenance	<del>67</del>	40	<b>⇔</b>	<del>67</del>	65	<del>51</del>	65	- 49	· <del>(1</del>	· •	÷ 60		, ,	5 0
Signage	49	197 \$								49				197
Walls - Repair/Cleaning	49	4/9 ,	<b>55</b>						67	49	4/2			•
Fending	10	<b>€</b> 5	<del>t∧</del>				<b>€</b> ^	<b>69</b>		69	<del>6/3</del>		• •	330
													•	

Tohoqua
Comm uniy Developm ent Détrict
Month to Month

Treffer or															
Pool - Floring	b		,.		4	6	•	•	,						
י מו - דוברתור	9 1	1		<b>a</b> .	50	,		,	1		69 1	•	49	<del>44</del>	00
Pool - Water	64		ıa	<del>69</del>	•	<del>(5</del>	<b>S</b>	69 1	\$	55	<del>69</del>	<del>(/)</del>	,	69	- 6
Electric	49	12 \$	44	<del>40</del>	€49 ,	<b>5</b>	49 -	100	1	1	6/2	69	49	64	12
Water & Sewer	₩	147 \$	44	<del>60</del>	<del>60</del>	<b>9</b>	*	49	*		un	69	. 64		147
Streetlights	69	2,553 \$	44	<del>60</del>	45	5	·	•	\$		,	1	+ tm	• •	2.553
Gas	69	1	46	<del>1/1</del>	<del>69</del>	69	<b>69</b>	<del>50</del>	4	5	1	1	1		'
Amenities															
Property Insurance	49	22,642 \$	44	69	100	ton.						6	6		
Pool Attendants	49	65		<del>6/2</del>	un.	67	+ <del>69</del>		,	,		, ,	9 e		740'27
Security Patrol	69	i .		69	- 69	÷ 6/1	) 4A			,	, ,	n te	n 6	9 3	•
Pool Repairs & Maintenance	€9	1,402 \$	**	69	1	67	,			,		• •		9.13	
Pool Permits	69			67	• •	, 4	o •	e tr	9 4	9 6	9 6	e •	e 4		1,402
Trash Collection	149	,						9 6	9 4	e 4		•	<b>A</b> €		
Telephone	39	1		r let	1	1 5/9	7 3/7	9 59	939	e 1e	n 109	A 1A	A 3A	9.0	s. 1
Cable/Internet	45	5	45	69 1	*		1	5	1	1	55	•	÷	M	,
Access Cards & Equipment Supplies	69	5	40	<del>40</del>	55	\$	1	67	tin	1	,	47	- 67	199	1
Fire Alarm & Security Monitoring	<del>un</del>	-		69	49	5	69	67	69	- 69	- 69	1			
Fire Alarm & Security Monitoring Repairs	un-	1	4.0	<b>65</b>	1	49	1	**	<del>(A</del>	1	100	100	- 44	**	
Fire Extinguisher inspections	65			<b>5</b> 5	<del>64</del>	1	1	,	1	1	- 6/9	- 6/1		9	514
Amenity Signage	w	59	4-	<b>5</b> ?	<del>69</del>	<del>64</del>	49	95	69 1	1	1	· 40	69		
Repairs & Maintenance	49	1,250 \$	4-	s,	69	<del>67</del>	45 ,	1	1	1	1	49	69	- 99	1.250
Office Supplies	67	,		69	\$	\$	69	1	1	1	1	<del>69</del>	40	.99	ř
Special Events	s <sub>2</sub>	1	40	45	49	<del>69</del>	67	1	•	<b>55</b>	6/9	<del>67</del>	1	- 97	8 8
Termite Bond	69		4.5	<del>69</del>	<b>€</b> 9.	69	67	59	\$	49 1	1	1	69	10	٠,
Holiday Décor	4	1	4.0	<del>69</del>	1	65	4	1	•	\$	1	69	<del>69</del>	•	83
U.M.		4			,	,									
Contingency	,			un-	i <del>n</del>			÷9		1	65 1	<del>\$</del>	6 <del>7)</del> 1	<del>49</del>	4
Capital Reserve	69		,,		tr:	1	1	49	<del>\$</del>	<del>5</del>	<b>ω</b>	67	<del>€1</del>	1	işi
Total Maintenance	35	48,470 \$			65	45	49	45	47		5 .	* .	\$ -	50	48.470
Total Expenditures	s	8 005'99		•	\$	5	\$ -	- 1	\$ -	* *	\$ .	*	* *	. 5	66,480
Other Financing Sources ([Uses]															
Transfer In/Out	649	*	122	6/5	6 <del>/1</del>	6 <b>7</b>	<b>5</b>	<b>⊌</b> 9	*	1	59	\$	<del>62</del>	1	72
Total Other Pinancing Sources (Uses)	15	5	74	5/5	101	685		\$	\$	s	\$		55	\$	
Extress Revenues (Expenditures)	44	(58.187)		99	\$ 11	\$ 10	18 18		* *		150 mm	*			158 1871

#### **Community Development District**

#### **Long Term Debt Report**

SERIES 2018, SPECIAL ASSESSMENT	T 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

	Requisition	# Contractor	Description		Requisition
iscal Year 2018 3/16/18	1	Tohoqua Development Group, LLC	Reimburse Developer for Construction Costs related to Tohoqua Phase 1A-1 & 1A-2	\$	1,799,045.2
		TOTAL			4 500 045
		TOTAL		- 3	1,799,045.2
iscal Year 2018					
3/1/18		Interest		\$	206.9
4/1/18		Interest		\$	147.8
5/1/18		Interest		\$	0.0
6/1/18		Interest		\$	0.0
7/1/18		Interest		\$	0.0
7/9/18		Transfer from Cost of Issuance		\$	12,937.
8/1/18 9/1/18		Interest Interest		\$	2.
3/1/10		interest		\$	3.
		TOTAL		\$	13,297.
			Project (Construction) Fund at 02/08/18		4 500 000
			Interest Earned thru 09/30/18		1,798,838.
			Requisitions Paid thru 09/30/18	\$	13,297.
			Requisitions raid thi ti 07/30/10	\$ [	1,799,045.
			Remaining Project (Construction) Fund	\$	13,090.
Date R scal Year 2019	equisition :	# Contractor	Description	F	Requisition
	equisition	3	Description		Requisition
	equisition :	# Contractor  TOTAL	Description	\$	Requisition
scal Year 2019 scal Year 2019	equisition	TOTAL	Description		
scal Year 2019 scal Year 2019 10/1/18	equisition :	TOTAL	Description		-
scal Year 2019 scal Year 2019 10/1/18 11/1/18	equisition :	TOTAL  Interest Interest	Description	<b>\$</b>	3.2
scal Year 2019 10/1/18 11/1/18 11/6/18	equisition	TOTAL  Interest Interest Transfer from Capital Interest	Description	\$ \$ \$	3.3 3.3 242.6
scal Year 2019 10/1/18 11/1/18 11/6/18 12/1/18	equisition :	Interest Interest Transfer from Capital Interest Interest	Description	\$ \$ \$ \$	3.2 3.3 242.6 3.2
scal Year 2019  10/1/18 11/1/18 11/6/18 12/1/18 1/1/19	equisition :	Interest Interest Interest Transfer from Capital Interest Interest	Description	\$ \$ \$ \$ \$	32 33 242.6 32 3.4
scal Year 2019  10/1/18 11/1/18 11/6/18 12/1/18 1//1/19	equisition :	Interest Interest Interest Transfer from Capital Interest Interest Interest Interest	Description	\$ \$ \$ \$ \$ \$	3.3 3.3 242.6 3.4 3.4
scal Year 2019 10/1/18 11/1/18 11/6/18 12/1/18 11/1/19 2/1/19 3/1/19	equisition :	Interest Interest Transfer from Capital Interest Interest Interest Interest Interest Interest	Description	\$ \$ \$ \$ \$ \$ \$	3.3 3.4 2.42.0 3.4 3.4 3.6
scal Year 2019 10/1/18 11/1/18 11/6/18 12/1/18 1/1/19 2/1/19 3/1/19 4/1/19	equisition	Interest	Description	\$ \$ \$ \$ \$ \$	3.2 3.3 242.6 3.2 3.4 3.6 3.6
scal Year 2019 10/1/18 11/1/18 11/6/18 12/1/18 1/1/19 2/1/19 3/1/19 4/1/19 5/1/19	equisition :	Interest Interest Interest Transfer from Capital Interest	Description	\$ \$ \$ \$ \$ \$ \$	3.2 3.2 242.6 3.4 3.4 3.0 3.4 3.2
scal Year 2019  10/1/18 11/1/18 11/6/18 12/1/18 1/1/19 2/1/19 3/1/19 4/1/19 5/1/19 6/1/19	equisition :	Interest	Description	* * * * * * * * * * * * * * * * * * * *	3.2 3.3 242.6 3.4 3.4 3.0 3.4 3.2 3.4
scal Year 2019  10/1/18 11/1/18 11/6/18 12/1/18 1//1/19 2/1/19 3/1/19 4/1/19 5/1/19 6/1/19 7/1/19	equisition	Interest Interest Interest Transfer from Capital Interest	Description	* * * * * * * * * * * * * * * * * * * *	3.3 3.3 242.6 3.4 3.4 3.0 3.4 3.2 3.4
scal Year 2019  10/1/18 11/1/18 11/6/18 12/1/18 1/1/19 2/1/19 3/1/19 4/1/19 5/1/19 6/1/19	equisition	Interest	Description	********	3.2 3.3 242.6 3.2 3.4 3.4 3.2 3.4 3.2 2.8
scal Year 2019 10/1/18 11/1/18 11/6/18 12/1/18 1/1/19 2/1/19 3/1/19 4/1/19 5/1/19 6/1/19 7/1/19 8/1/19	equisition :	Interest Interest Interest Transfer from Capital Interest	Description	* *********	3.2 3.3 242.6 3.2 3.4 3.4 3.2 3.4 3.2 2.8 2.2
scal Year 2019 10/1/18 11/1/18 11/6/18 12/1/18 1/1/19 2/1/19 3/1/19 4/1/19 5/1/19 6/1/19 7/1/19 8/1/19	equisition :	Interest	Description	********	3.2 3.3 242.6 3.2 3.4 3.4 3.2 3.4 3.2 2.8 2.2
scal Year 2019 10/1/18 11/1/18 11/6/18 12/1/18 1//1/19 2/1/19 3/1/19 4/1/19 5/1/19 6/1/19 7/1/19 8/1/19	equisition :	Interest Interest Interest Transfer from Capital Interest	Project (Construction) Fund at 09/30/18	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	3.2 3.3 242.6 3.2 3.4 3.4 3.0 3.4 3.2 2.8 2.2
scal Year 2019 10/1/18 11/1/18 11/6/18 12/1/18 1//1/19 2/1/19 3/1/19 4/1/19 5/1/19 6/1/19 7/1/19 8/1/19	equisition :	Interest Interest Interest Transfer from Capital Interest	Project (Construction) Fund at 09/30/18 Interest Earned thru 09/30/19	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	
scal Year 2019 10/1/18 11/1/18 11/6/18 12/1/18 1//1/19 2/1/19 3/1/19 4/1/19 5/1/19 6/1/19 7/1/19 8/1/19	equisition	Interest Interest Interest Transfer from Capital Interest	Project (Construction) Fund at 09/30/18	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	3.2 3.3 242.6 3.2 3.4 3.4 3.2 2.8 2.2 280.8

#### Community Development District

#### Special Assessment Revenue Bonds, Series 2018

	leguisition #	Contractor	Description		Requisition
iscal Year 2020					
	-	TOTAL		\$	
iscal Year 2020					
10/1/19	Interest			\$	1.9
11/1/19	Interest			\$	1.7
12/1/19	Interest			\$	1.6
1/1/20	Interest			\$	1.7
2/1/20	Interest			\$	1.7
3/1/20	Interest			\$	1.4
4/1/20	Interest			\$	0.6
5/1/20	Interest			\$	0.1
6/1/20	Interest			\$	0.1
7/1/20	Interest			\$	0.0
8/1/20	Interest			\$	0.0
9/1/20	Interest			\$	0.0
		TOTAL		\$	11.1
			Project (Construction) Fund at 09/30/19	\$	13,371.7
			Interest Earned thru 09/30/20	\$	11.1
			Requisitions Paid thru 09/30/20	\$	*
			Remaining Project (Construction) Fund	\$	13,382.9
Date Re	equisition #	Contractor	Description	R	equisition
scal Year 2021					
	0	TOTAL		\$	
scal Year 2021 10/1/20	Interest			\$	0.0
		TOTAL			
	-	TOTAL		\$	0.0
			Project (Construction) Fund at 09/30/20	\$	13,382.9
			Interest Earned thru 10/31/20	\$	0.0
			Requisitions Paid thru 10/31/20	\$	0.0
			Remaining Project (Construction) Fund	\$	13,382.9
				-	13,302.93

## SECTION 3

# TOHOQUA

TOHOQUA RESIDENTS CLUB

# MONTHLY REPORT

**DECEMBER 1, 2020** 

### October & November 2020

## RESIDENTS CLUB

#### **FACILITY REPORT:**

- The facilities are up and running smoothly.
- The polygon structures were installed.
- Mattamy Homes Photo Shooting was on Thursday, November 5, 2020.
- Facilities are sanitized daily at 2pm.
- We continue to issue access cards and giving new homeowners the welcome package and orientation as they close.
- Dumpster was delivered.
- Holiday décor will be installed by December 1st, 2020.
- Maintenance is performed weekly.

