### Tohoqua Community Development District

Agenda

January 3, 2018

### Tohoqua

### Community Development District

135 W. Central Blvd., Suite 320, Orlando, Florida 32801 Phone: 407-841-5524 – Fax: 407-839-1526

December 27, 2017

Board of Supervisors Tohoqua Community Development District

Dear Board Members:

The regular meeting of the Board of Supervisors of Tohqua Community Development District will be held Wednesday, January 3, 2018 at 9:00 AM at the West Osceola Branch Library, 305 Campus Street, Kissimmee, Florida. Following is the advance agenda for the meeting:

- 1. Roll Call
- 2. Public Comment Period
- 3. Approval of Minutes of the November 1, 2017 Board of Supervisors Meeting and Acceptance of Minutes of the November 1, 2017 Landowners' Meeting
- 4. Consideration of Professional Engineering Services Agreement with Poulos & Bennett, LLC
- 5. Consideration of Agreement with the Osceola County Property Appraiser Regarding the Uniform Method of Collection
- 6. Financing Matters
  - A. Consideration of Form of Supplemental Engineer's Report
  - B. Consideration of Form of Supplemental Assessment Methodology Report
  - C. Consideration of Resolution 2018-09 Bond Delegation Resolution
- 7. Staff Reports
  - A. Attorney
  - B. Engineer
  - C. District Manager's Report
    - i. Balance Sheet and Income Statement
    - ii. Ratification of Funding Request #2
    - iii. Consideration of Funding Request #3
- 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 November 1, 2017 Board of Supervisors meeting and acceptance of the minutes of the November 1, 2017 Landowners' meeting. The minutes are enclosed for your review.

The fourth order of business is the consideration of professional engineering services agreement with Poulos & Bennett, LLC. A copy of the agreement is enclosed for your review.

The fifth order of business is the consideration of Agreement with the Osceola County Property Appraiser regarding the uniform method of collection. A copy of the agreement is enclosed for your review.

The sixth order of business is the Financing Matters. Section A is the consideration of the form of supplemental Engineer's Report and Section B is the consideration of form of Supplemental Assessment Methodology Report. Both reports are enclosed for your review. Section C consideration of Resolution 2018-09 bond delegation resolution. A copy of the Resolution is enclosed for your review and copies of the exhibits will be available at the meeting for reference.

The seventh order of business is the Staff Reports. Section C is the District Manager's Report. Section 1 includes the balance sheet and income statement for review. Section 2 is the ratification of Funding Request #2 and Section 3 is the consideration of Funding Request #3. Copies of the funding requests and supporting documentation 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 do not hesitate to contact me.

Sincerely,

George S. Flint

District Manager

CC: Jan A. Carpenter, District Counsel

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Eric Warren, Interim District Engineer

Mike Williams, Bond Counsel Brett Sealy, Underwriter Darrin Mossing, GMS

Enclosures

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# 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, November 1, 2017 at 9:00 a.m. at the West Osceola Branch Library, 305 Campus Street, Kissimmee, FL.

#### Present and constituting a quorum were:

Andre Vidrine Chairman
Marcus Hooker Vice Chairman
Keith Trace Assistant Secretary
Kaitlyn Noyes Assistant Secretary

Also present were:

George Flint District Manager

Darrin Mossing, Jr. GMS

Andrew d'Adesky

Eric Warren

Jo Thacker

District Counsel

District Engineer

Developer's Counsel

#### FIRST ORDER OF BUSINESS

#### Roll Call

Mr. Flint called the meeting to order at 9:03 a.m. and called the roll. Four Supervisors were present, and Mr. Dowd was absent.

#### SECOND ORDER OF BUSINESS

**Public Comment Period** 

There being none, the next item followed.

#### THIRD ORDER OF BUSINESS

#### **Organizational Matters**

#### A. Administration of Oaths of Office to Newly Board Members

Mr. Flint: We did this at the Organizational Meeting, as the creating ordinance names the five initial Board Members; however, you are required to have a Landowners' election within so many days of the Organizational Meeting.

Mr. Flint being a Notary Public of the State of Florida and duly authorized, administered the Oath of Office to Mr. Vidrine, Mr. Hooker, Mr. Trace and Ms. Noyes.

Mr. Flint: I will notarize the Oaths. The Form 1: Statement of Financial Interests must be filed within 30 days of today, with the Supervisor of Elections in the County you live in. As a Board Member, you are subject to the Sunshine and Public Records Laws like City and County Commissioners. If you have any questions, Andrew or I can answer them for you.

Mr. d'Adesky: We distributed some materials electronically. If you have any questions, please call us. We are always happy to answer them and provide quick responses.

# B. Consideration of Resolution 2018-01 Canvassing and Certifying the Results of the Landowners' Election

Mr. Flint: The Board of Supervisors sits as the Canvassing Board to certify the results of the Landowners' Election, which took place prior to the Board Meeting. Resolution 2018-01 will reflect that Marcus P. Hooker and Andre Vidrine received 71 votes, and Keith Trace, James Dowd and Kaitlin Noyes received 70 votes, respectively. Mr. Hooker and Mr. Vidrine will serve four-year terms, and the other three Supervisors will serve two-year terms. Are there any questions on the resolution? Not hearing any, a motion to adopt Resolution 2018-01 would be in order.

On MOTION by Mr. Trace, seconded by Mr. Vidrine, with all in favor, Resolution 2018-01, Canvassing and Certifying the Results of the Landowners' Election, was adopted.

#### C. Election of Officers

Mr. Flint: After each election, the Board is required to elect officers. Previously, Mr. Vidrine was Chairman, Mr. Hooker was Vice Chairman, the three remaining Supervisors were Assistant Secretaries, I was Secretary and Ariel Lovera was Treasurer. You can keep the same officers or change it.

#### D. Consideration of Resolution 2018-03 Electing Officers

Mr. Flint: Resolution 2018-03 elects the officers. We can take each seat individually, or if the Board wants to elect a slate of officers, you could handle it in one motion.

Mr. Trace: I would like to elect a slate of officers for Mr. Vidrine to serve as Chairman, Mr. Hooker as Vice Chairman, Keith Trace, James Dowd and Kaitlin Noyes as Assistant Secretaries, George Flint as Secretary and Ariel Lovera as Treasurer.

On MOTION by Mr. Trace, seconded by Ms. Noyes, with all in favor, Resolution 2017-20, Electing Officers, as previously nominated, was adopted.

#### FOURTH ORDER OF BUSINESS

## Approval of Minutes of the September 25, 2017 Meeting

Mr. Flint: The minutes were provided to you in your agenda package. Are there any additions, deletions or corrections to the minutes? If not, we need a motion to approve them.

On MOTION by Mr. Trace, seconded by Mr. Hooker, with all in favor, the minutes of the September 25, 2017 meeting, as presented, were approved.

#### FIFTH ORDER OF BUSINESS

#### **Public Hearings**

Mr. Flint: At this time, we will open the public hearings.

#### A. Fiscal Year 2017 & 2018 Budgets

i. Consideration of Resolution 2018-03 Adopting the Fiscal Year 2017 Budget and Relating to the Annual Appropriations

Mr. Flint: The District existed approximately a week in Fiscal Year 2017. At your Organizational Meeting, you approved a proposed budget and designated today's meeting to consider its final adoption. Resolution 2018-03 adopts the Fiscal Year 2017 budget, which ended on September 30<sup>th</sup> and is attached as Exhibit A. The first column is the 2017 budget, which was a prorated annual budget for one month. Its funding source is a Developer Funding Agreement. The developer would only be obligated for actual expenses, not necessarily what's reflected here. Are there any questions on the proposed budget? Not hearing any, a motion to adopt Resolution 2018-03 would be in order.

Mr. d'Adesky: This keeps us from getting a nasty letter from the Joint Legislative Auditing Committee.

Mr. Trace MOVED to adopt Resolution 2018-03, Adopting the Fiscal Year 2017 Budget and the Annual Appropriations, and Mr. Vidrine seconded the motion.

Mr. Flint: Before you consider the vote, we will note for the record that no members of the public are present to provide comment.

On VOICE VOTE, with all in favor, Resolution 2018-03, Adopting the Fiscal Year 2017 Budget and the Annual Appropriations, was adopted.

# ii. Consideration of Resolution 2018-04 Adopting the Fiscal Year 2018 Budget and Relating to the Annual Appropriations

Mr. Flint: Resolution 2018-04, includes as Exhibit A, the Proposed 2018 Budget, which totals \$98,199. It is substantially the same as the Proposed Budget that you reviewed and approved at the Organizational Meeting, and contemplates a Developer Funding Agreement as the funding source. No members of the public are present to provide comments. Are there any questions? Not hearing any, a motion to adopt Resolution 2018-04 would be in order.

On MOTION by Mr. Trace, seconded by Mr. Vidrine, with all in favor, Resolution 2018-04, Adopting the Fiscal Year 2018 Budget and the Annual Appropriations, was adopted.

#### B. Rule Adoption

## i. Consideration of Resolution 2018-05 Adopting the District's Rules of Procedure

Mr. Flint: This is a Rule Adoption Hearing to consider adoption of the District's Rules of Procedure. At the Organizational Meeting, the Board authorized a rule hearing. Two notices were placed in the newspaper 29 and 28 days in advance of today's meeting. You received a copy of the Proposed Rules in your Organizational Meeting agenda, and we included it as an attachment to Resolution 2018-05. These rules describe how the Board is constituted, how you handle your meetings, your rulemaking procedures, purchasing processes, etc. They typically mirror the statutory requirements.

Mr. d'Adesky: We reviewed them and they are consistent with the statutes from 2017. I would note that, as we have had a number of bid protests in other Districts, the rules clearly outline the procedure for such protests and which types of bids are not subject to protest rights.

Mr. Flint: Are there any questions on the rules? For the record, no members of the public are present to provide comment. Are there any questions on Resolution 2018-05? If not, a motion to adopt Resolution 2018-05 would be in order.

On MOTION by Mr. Vidrine, seconded by Mr. Hooker, with all in favor, Resolution 2018-05 Adopting the District's Rules of Procedure, was adopted.

#### C. Uniform Method of Collection

## i. Consideration of Resolution 2018-06 Expressing the District's Intent to Utilize the Uniform Method of Collection

Mr. Showe: Next is Resolution 2018-06, dealing with the utilization of the Uniform Method of Collection for the District's operation and maintenance (O&M) and debt service assessments. At your Organizational Meeting, you directed staff to advertise a public hearing for today's meeting, to consider the resolution. This allows us to use the tax roll as the collection method. Are there any questions on the Resolution? Not hearing any, a motion to adopt Resolution 2018-06 would be in order.

Mr. Trace MOVED to adopt Resolution 2018-06, Expressing the District's Intent to Utilize the Uniform Method of Collection, and Mr. Vidrine seconded the motion.

Mr. Flint: No members of the public are present to provide comment.

On VOICE VOTE, with all in favor, Resolution 2018-06 Expressing the District's Intent to Utilize the Uniform Method of Collection, was adopted.

#### D. Assessment Hearing

Mr. Flint: The next public hearing deals with the imposition of assessments on land within the District. At the Organizational Meeting, the Board reviewed the Engineer's Report and Master Assessment Methodology, and expressed your intent to impose assessments on land within the District. This public hearing was advertised in accordance with the statutes.

#### i. Consideration of Engineer's Report

Mr. Flint: Eric, do you want to briefly summarize the Engineer's Report?

Mr. Warren: The Board reviewed it at the prior meeting, which summarizes the project, discusses the infrastructure and the benefit in which improvements would be funded by the District, specifically Tohoqua Parkway, which is part of a mobility credit.

Mr. d'Adesky: Prosperity credit.

Mr. Warren: In addition, there are various graphics outlining the District, some of the physical features such as the flood plain and the proposed improvements and utilities, as far as what utilities will be servicing the site. There's also a cost estimate for the improvements that would eventually be funded by the District.

Mr. Flint: Are there any questions?

#### ii. Consideration of Master Methodology Report

Mr. d'Adesky: Resolution 2018-07, levies the assessments on the property, approves the project as described in the Engineer's Report, confirms the Assessment Methodology, including the Assessment Roll that was prepared as part of the Methodology, provides for the payment of the special assessments and that they will be filed in the official records of Osceola County. It is consistent with the statutes. It also allows for the assessments to be validated as part of the process that Michael Williams will comment on and will include that in the validation process. Proceeding with this in a timely manner will help the bond validation.

Mr. Vidrine: I don't think I ever approved one of these separate, then one that was part of a bond validation package. Are we getting it approved to include it in the package and then approve the rest?

Mr. d'Adesky: Correct. We could've done it at the next meeting, but doing it at this meeting allows us to get it included.

Mr. Vidrine: I understand that the property is going to be annexed into the City of St. Cloud at some point. Is there anything in this report that's affected by such annexation?

Mr. d'Adesky: In the Engineer's Report?

Mr. Vidrine: Yes.

Mr. Warren: I believe that the costs are still applicable. Utilities are still with the St. Cloud. The difference will be that the roadways will be owned by the City, as opposed to the County.

Mr. Vidrine: The water, sewer and reclaimed utilities are owned by the City of St. Cloud. I just didn't know if the spec roadways would change the cost.

Mr. Warren: No, not substantially.

Mr. Vidrine: Do we need a motion?

Mr. d'Adesky: Yes. The Engineer's Report was approved. A motion to adopt Resolution 2018-07 should be sufficient.

#### iii. Public Comment & Testimony

This item was discussed below

#### iv. Consideration of Resolution 2018-07 Levying Assessments

On MOTION by Mr. Trace, seconded by Mr. Vidrine, with all in favor, Resolution 2017-07, Levying Assessments, was adopted.

#### Public Comment & Testimony

Ms. Thacker: An assessment won't be placed against property until the bonds are issued, correct?

Mr. d'Adesky: Correct. This just sets a ceiling. With bond issuances, we have the maximum price, but it always comes in lower.

Ms. Thacker: I just wanted to make sure that there would not be an assessment until the bonds were issued. If the bonds weren't issued, there would not be an assessment.

Mr. d'Adesky: Correct. You have the statutory authority to do this.

#### SIXTH ORDER OF BUSINESS

Ranking of Proposals for District Engineering Services and Selection of District Engineer

Mr. Flint: Per the Board's direction, we advertised a notice in the Orlando Sentinel, in accordance with the Consultants Competitive Negotiation Act (CCNA), soliciting Request for Qualifications (RFQ) for District Engineering Services. We received one response from Poulos & Bennett. They also serve as your Interim District Engineer. Since you received less than three bids, you could choose to reject it and rebid, or select Poulos & Bennett as your District Engineer. I just have to advise you on that, because it's in the rules that you just adopted. Are there any questions? If the Board is comfortable with Poulos & Bennett's proposal, a motion to

select them as District Engineer and authorizing staff to negotiate an agreement and bring it to the next meeting, would be in order.

On MOTION by Mr. Vidrine, seconded by Mr. Trace, with all in favor, selecting Poulos & Bennett, LLC to provide District Engineering Services, and authorizing staff to negotiate an agreement, was approved.

#### SEVENTH ORDER OF BUSINESS

Consideration of Resolution 2018-08 Ratifying the Execution of the Interlocal Agreement with Osceola County

Mr. Flint: As part of the creating ordinance, there is a requirement that an Interlocal Agreement be entered into.

Mr. d'Adesky: Correct. There is a new requirement that Osceola County imposed, that we have an Interlocal Agreement regarding notices, much of which we do anyways. We are just putting them into writing. We finalized the changes from what we agreed upon months ago, when the District was about to be formed. It took a while for them to get it into recording. Now that it's done, we are just ratifying their action and sending it over to them to have it recorded.

Mr. Flint: Are there any questions on the Resolution or Interlocal Agreement? If not, we need a motion to adopt Resolution 2018-08.

On MOTION by Mr. Vidrine, seconded by Mr. Trace, with all in favor, Resolution 2018-08, Ratifying the Execution of the Interlocal Agreement with Osceola County, was adopted.

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

#### **Staff Reports**

#### A. Attorney

Mr. Flint: Andrew, do you have anything else?

Mr. d'Adesky: Nothing. I am working with Mike on the validation. Other than that, it's been fairly quiet.

#### B. Engineer

Mr. Flint: Eric, do you have anything else?

Mr. Warren: Thank you for selecting Poulos & Bennett to serve as District Engineer.

#### C. District Manager's Report

#### i. Consideration of Funding Request #1

Mr. Flint: This is for Fiscal Year 2018, to fund the annual fee that we pay the State of Florida, District Management Fees, Board of Supervisors Fees and Attorney's Fees. Are there any questions on the Funding Request? If not, we need a motion to approve it.

On MOTION by Mr. Vidrine, seconded by Mr. Trace, with all in favor, Funding Request #1, was approved.

#### NINTH ORDER OF BUSINESS

Other Business

There being none, the next item followed.

#### TENTH ORDER OF BUSINESS

**Supervisors Requests** 

There being none, the next item followed.

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

Adjournment

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

On MOTION by Mr. Trace, seconded by Mr. Vidrine, with all in favor, the meeting was adjourned.

Secretary / Assistant Secretary	Chairman / Vice Chairman

#### MINUTES OF MEETING TOHOQUA COMMUNITY DEVELOPMENT DISTRICT

The Landowners' Meeting of the Tohoqua Community Development District was held on Wednesday, November 1, 2017 at 9:00 a.m. at the West Osceola Branch Library, 305 Campus Street, Kissimmee, FL.

Present were:

Marcus P. Hooker George Flint

#### FIRST ORDER OF BUSINESS

Determination of Voting Units Represented

Mr. Flint: Marcus P. Hooker, landowner representing Tohoqua Development Group and Neptune Road Investments, LLC was present.

#### SECOND ORDER OF BUSINESS

Call to Order

Mr. Flint called the landowners' meeting to order at 9:00 a.m.

#### THIRD ORDER OF BUSINESS

Election of Chairman for the Purpose of Conducting the Landowners Election

Mr. Flint: Mr. Hooker, will you designate me as Chairman for purposes of conducting the Landowners' Meeting?

Mr. Hooker: Yes.

### FOURTH ORDER OF BUSINESS

Nominations for the Position of Supervisor

Mr. Flint: Mr. Hooker provided me with an official ballot nominating himself, Mr. Andre Vidrine, Mr. Keith Trace, Mr. James Dowd and Ms. Kaitlyn Noyes. He attached a copy of the parcel, representing 70.84 acres, and information from Sunbiz.org indicating that he is the Manager of Tohoqua Development Group. Hearing no further nominations, we will close nominations.

#### FIFTH ORDER OF BUSINESS

#### **Casting of Ballots**

Mr. Flint: The only issue, Mr. Hooker, that needs to be resolved, is that two of the five seats will be four-year terms and three seats will be two-year terms. You want to cast fewer votes for the two-year term seats. I recommend casting all of your votes for each of the four-year term seats, and something less for the other three seats. Do you have a preference on who will serve in the four-year term seats?

Mr. Hooker: Me and Andre.

Mr. Flint: Are you casting 71 votes for yourself, 71 votes for Mr. Vidrine, 70 votes for

Mr. Trace, 70 votes for Mr. Dowd and 70 votes for Ms. Noyes?

Mr. Hooker: Yes

#### SIXTH ORDER OF BUSINESS

#### **Ballot Tabulation**

Mr. Flint: Mr. Hooker and Mr. Vidrine will serve four-year terms, and the other three Supervisors will serve two-year terms.

#### SEVENTH ORDER OF BUSINESS

**Landowners Questions and Comments** 

Mr. Flint: Are there any questions from the landowner?

Mr. Hooker: No.

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

Adjournment

The meeting was adjourned at 9:03 á.m.

# AGREEMENT BETWEEN THE TOHOQUA COMMUNITY DEVELOPMENT DISTRICT AND POULOS & BENNETT, LLC FOR PROFESSIONAL ENGINEERING SERVICES

	THIS AGREEMENT	made	and	entered	into	this	day	of	
2018,	by and between:						•		

**Tohoqua Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, and located in Osceola County, Florida (the "District"); and

**Poulos & Bennett, LLC**, a Florida corporation, with a mailing address of 2602 East Livingston Street, Orlando, FL 32803 (the "Engineer").

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

WHEREAS, the District is authorized to plan, finance, construct, install, acquire and/or maintain improvements, facilities and services in conjunction with the development of the lands within the District; and

WHEREAS, pursuant to sections 190.033 and 287.055, Florida Statutes, the District solicited proposals from qualified firms to provide professional engineering services on a continuing basis; and

WHEREAS, Engineer submitted a proposal to serve in this capacity; and

WHEREAS, the District's Board of Supervisors ranked Engineer as the most qualified firm to provide professional engineering services for the District and authorized the negotiation of a contract pursuant to section 287.055, *Florida Statutes*; and

WHEREAS, the District intends to employ Engineer to perform engineering, construction administration, environmental management and permitting, financial and economic studies, as defined by a separate work authorization or work authorizations; and

WHEREAS, the Engineer shall serve as District's professional representative in each service or project to which this Agreement applies and will give consultation and advice to the District during performance of these services.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the acts and deeds to be performed by the parties and the payments by the District to

the Engineer of the sums of money herein specified, it is mutually covenanted and agreed as follows:

#### Article 1. Scope of Services

- A. The Engineer will provide general engineering services, including:
  - 1. Preparation of any necessary reports and attendance at meetings of the District's Board of Supervisors.
  - 2. Providing professional engineering services including, but not limited to, review and execution of documents under any of the District's Trust Indentures and monitoring of District projects.
  - 3. Any other items requested by the Board of Supervisors.
- B. Engineer shall, when authorized by the Board, provide general services related to construction of any District projects including, but not limited to:
  - 1. Periodic visits to the site, or full-time construction management of District projects, as directed by District.
  - 2. Processing of contractors' pay estimates.
  - 3. Preparation of, and/or assistance with, the preparation of work authorizations, requisitions, change orders and acquisitions for review by the District Manager, District Counsel and the Board.
  - 4. Final inspection and requested certificates for construction including the final certificate of construction.
  - 5. Consultation and advice during construction, including performing all roles and actions required of any construction contract between District and any contractor(s) in which Engineer is named as owner's representative or "Engineer."
  - 6. Any other Activity related to construction as authorized by the Board.
- C. With respect to maintenance of the facilities, Engineer shall render such services as authorized by the Board.
- Article 2. Method of Authorization. Each service or project shall be authorized in writing by the District. The written authorization shall be incorporated in a work authorization which shall include the scope of work, compensation, project schedule, and special provisions or conditions specific to the service or project bring authorized ("Work Authorization"). Authorization of services or projects under the contract shall be at the sole option of the District.
- **Article 3.** Compensation. It is understood and agreed that the payment of compensation for services under this contract shall be stipulated in each Work Authorization. One of the following methods will be utilized:

- A. Lump Sum Amount The District and Engineer shall mutually agree to a lump sum amount for the services to be rendered payable monthly in direct proportion to the work accomplished. For any lump-sum or cost-plus-a-fixed-fee professional service contract over the threshold amount provided in Section 287.017 of the Florida Statutes for CATEGORY FOUR, the District shall require the Engineer to execute a truth-innegotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. The price for any lump sum Work Authorization, and any additions thereto, will be adjusted to exclude any significant sums by which the District determines the Work Authorization was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such adjustments must be made within 1 year following the completion of the work contemplated by the lump sum Work Authorization.
- B. Hourly Personnel Rates For services or projects where the scope of services is not clearly defined or recurring services or other projects where the District desires the use of the hourly compensation rates outlined in **Exhibit "A."** The District and Engineer may agree to a "not to exceed" amount when utilizing hourly personnel rates for a specific work authorization.
- Article 4. Reimbursable Expenses. Reimbursable expenses consist of actual expenditures made by Engineer, its employees, or its consultants in the interest of the project for the incidental expenses as listed as follows:
  - A. Expenses of transportation and living when traveling in connection with a project, for long distance phone calls and telegrams, and fees paid for securing approval of authorities having jurisdiction over the project. All expenditures shall be made in accordance with Chapter 112, *Florida Statutes*, and with the District's travel policy.
  - B. Expense of reproduction, postage and handling of drawings and specifications.
- Article 5. Term of Contract. It is understood and agreed that the term of this contract will be from the time of execution of this contract by the parties until terminated in accordance with its terms.
- Article 6. Special Consultants. When authorized in writing by the District, additional special consulting services may be utilized by Engineer and paid for on a cost basis.
- Article 7. Books and Records. Engineer shall maintain comprehensive books and records relating to any services performed under this Agreement, which shall be retained by Engineer for a period of at least four (4) years from and after completion of any services hereunder, or such further time as required under Florida's public records law. The District, or

its authorized representative, shall have the right to audit such books and records at all reasonable times upon prior notice to Engineer.

#### Article 8. Ownership of Documents.

- A. All rights in and title to all plans, drawings, specifications, ideas, concepts, designs, sketches, models, programs, software, creation, inventions, reports, or other tangible work product originally developed by Engineer pursuant to this Agreement (the "Work Product") shall be and remain the sole and exclusive property of the District when developed and shall be considered work for hire.
- B. The Engineer shall deliver all Work Product to the District upon completion thereof unless it is necessary for Engineer in the District's sole discretion, to retain possession for a longer period of time. Upon termination of Engineer's services hereunder, Engineer shall deliver all such Work Product whether complete or not. The District shall have all rights to use any and all Work Product. Engineer shall retain copies of the Work Product for its permanent records, provided the Work Product is not used without the District's prior express written consent. Engineer agrees not to recreate any Work Product contemplated by this Agreement, or portions thereof, which if constructed or otherwise materialized, would be reasonably identifiable with the District. If said work product is used by the District for any purpose other than that purpose which is intended by this Agreement, the District shall indemnify Engineer from any and all claims and liabilities which may result from such re-use, in the event Engineer does not consent to such use.
- C. The District exclusively retains all manufacturing rights to all materials or designs developed under this Agreement. To the extent the services performed under this Agreement produce or include copyrightable or patentable materials or designs, such materials or designs are work made for hire for the District as the author, creator, or inventor thereof upon creation, and the District shall have all rights therein including, without limitation, the right of reproduction, with respect to such work. Engineer hereby assigns to the District any and all rights Engineer may have including, without limitation, the copyright, with respect to such work. The Engineer acknowledges that the District is the motivating factor for, and for the purpose of copyright or patent, has the right to direct and supervise the preparation of such copyrightable or patentable materials or designs.
- Article 9. Accounting Records. Records of Engineer pertaining to the services provided hereunder shall be kept on a basis of generally accepted accounting principles and shall be available to the District or its authorized representative for observation or audit at mutually agreeable times.
- Article 10. Independent Contractor. Engineer and District agree that Engineer is and shall remain at all times an independent contractor and shall not in any way claim or be

considered an employee of the District. Engineer shall not have authority to hire persons as employees of District.

Article 11. Reuse of Documents. All documents including drawings and specifications furnished by Engineer pursuant to this Agreement are instruments of service. They are not intended or represented to be suitable for reuse by District or others on extensions of the work for which they were provided or on any other project. Any reuse without specific written consent by Engineer will be at the District's sole risk and without liability or legal exposure to Engineer. All documents including drawings, plans and specifications furnished by Engineer to District are subject to reuse in accordance with section 287.055(10), Florida Statutes.

Article 12. Estimate of Cost. Since Engineer has no control over the cost of labor, materials or equipment or over a contractor's methods of determining prices, or over competitive bidding or market conditions, his opinions of probable cost provided as a service hereunder are to be made on the basis of his experience and qualifications and represent his best judgment as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposals, bids, or the construction costs will not vary from opinions of probable cost prepared by him. If the District wishes greater assurance as to the construction costs, it shall employ an independent cost estimator at its own expense. Services to modify approved documents to bring the construction cost within any limitation established by the District will be considered additional services and justify additional fees.

Article 13. Insurance. Engineer shall, at its own expense, maintain insurance during the performance of its services under this Agreement, with limits of liability not less than the following:

Workers Compensation	Statutory
General Liability	
Bodily Injury	\$1,000,000/\$2,000,000
(including Contractual)	
Property Damage	\$1,000,000/\$2,000,000
(including Contractual)	
Automobile Liability	
Bodily Injury/Property Damage	Combined Single Limits \$1,000,000
Professional Liability for	
Errors and Omissions	\$1,000,000
Lifeth did Cilibatoria	Ψ1,000,000

The District, its officers, supervisors, agents, staff, and representatives shall be named as additional insured parties (except on Professional Liability for Errors and Omissions). The Engineer shall furnish the District with the Certificate of Insurance evidencing compliance with the requirements of this Article. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the state of Florida.

If Engineer fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, Engineer shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

Article 14. Contingent Fee. The Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Engineer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

Article 15. Audit. The Engineer agrees that the District or any of its duly authorized representatives shall, until the expiration of three years after expenditure of funds under this Agreement, have access to and the right to examine any books, documents, papers, and records of the Engineer involving transactions related to the Agreement. The Engineer agrees that payment made under the Agreement shall be subject to reduction for amounts charged thereto that are found on the basis of audit examination not to constitute allowable costs. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or three years after completion of all work under the Agreement.

Article 16. Indemnification. The Engineer agrees, to the fullest extent permitted by law, to indemnify, defend, and hold the District harmless of and from any and all liabilities, claims, causes of action, demands, suits, or losses arising from the negligent acts, errors or omissions of the Engineer, Engineer's agents or employees, in the performance of professional services under this Agreement. Engineer agrees and covenants that nothing herein shall constitute or be construed as a waiver of the District's sovereign immunity pursuant to section 768.28, Florida Statutes.

Article 17. Public Records. The Engineer agrees and understands that Chapter 119, Florida Statutes, may be applicable to documents prepared in connection with work provided to the District and agrees to cooperate with public record requests made thereunder. In connection with this Agreement, Engineer agrees to comply with all provisions of Florida's public records laws, including but not limited to Section 119.0701, Florida Statutes, the terms of which are incorporated herein. Among other requirements, Engineer must:

- A. Keep and maintain public records required by the District to perform the service.
- B. Upon request from the District's custodian of public records, provide the District with a copy of the requested 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* or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Engineer does not transfer the records to the District.
- D. Upon completion of this Agreement, transfer, at no cost, to the District all public records in possession of the Engineer or keep and maintain public records required by the District to perform the service. If the Engineer transfers all public records to the District upon completion of this Agreement, the Engineer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Engineer keeps and maintains public records upon completion of the Agreement, the Engineer shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

IF THE ENGINEER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ENGINEER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, GEORGE FLINT, DISTRICT MANAGER, 135 WEST CENTRAL BLVD, SUITE 320 ORLANDO, FLORIDA, GFLINT@GMSCFL.COM, (407) 841-5524.

- Article 18. Employment Verification. The Engineer agrees that it shall bear the responsibility for verifying the employment status, under the Immigration Reform and Control Act of 1986, of all persons it employs in the performance of this Agreement.
- Article 19. Controlling Law; Jurisdiction and Venue. The Engineer and the District agree that this Agreement shall be controlled and governed by the laws of the State of Florida. Jurisdiction and venue for any proceeding with respect to this Agreement shall be in Osceola County, Florida
- Article 20. Notices. All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, transmitted by electronic

mail (e-mail) and mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

If to the District: Tohoqua Community Development District

135 West Central Boulevard, Suite 320

Orlando, Florida 32801 Attn: District Manager

With a copy to: Latham, Shuker, Eden & Beaudine

111 N. Magnolia Avenue, Suite 1400

Post Office Box 3353; 32802 Orlando, Florida 32801

Attn: Jan A. Carpenter

If to Engineer: Poulos & Bennett, LLC

2602 East Livingston Street

Orlando, FL 32803 Attn: Lance Bennett

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

Article 21. Assignment. Neither the District nor the Engineer shall assign, sublet, or transfer any rights under or interest in this Agreement without the express written consent of the other. Nothing in this paragraph shall prevent the Engineer from employing such independent professional associates and consultants as Engineer deems appropriate, pursuant to the terms of this Agreement.

Article 22. Termination. The District may terminate this Agreement for cause immediately upon notice to Engineer. The District or the Engineer may terminate this Agreement without cause upon thirty (30) days written notice. At such time as the Engineer receives notification of the intent of the District to terminate the contract, the Engineer shall not perform any further services unless directed to do so in writing by the District. In the event of any termination or breach of any kind, the Engineer shall not be entitled to consequential or other

damages of any kind (including but not limited to lost profits), but instead the Engineer's sole remedy will be to recover payment for services rendered to the date of the notice of termination, subject to any offsets.

Article 23. Recovery of Costs and Fees. In the event either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover from the other party all costs incurred, including reasonable attorneys' fees.

Article 24. Acceptance. Acceptance of this Agreement is indicated by the signature of the authorized representative of the District and the Engineer in the spaces provided below.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused these present to be executed the day and year first above written.

	TOHOQUA COMMUNITY DEVELOPMENT DISTRICT
Secretary	Chair/Vice Chair, Board of Supervisors
	POULOS & BENNETT, LLC, a Florida corporation
Witness	By:

**Exhibit A: Hourly Rate** 

#### Exhibit A

#### POULOS & BENNETT, LLC

#### 2017 HOURLY RATE SCHEDULE

PRINCIPAL	<b>\$22</b> 5
PLANNING GROUP LEADER	\$200
PRACTICE TEAM LEADER	\$185
SR. PROJECT MANAGER	\$160
DEVELOPMENT MANAGER	\$160
SENIOR PLANNER	\$145
PROJECT MANAGER	\$140
SENIOR PROJECT ENGINEER	\$130
SENIOR COMMUNITY DESIGNER	\$120
SENIOR CAD DESIGNER	\$115
PROJECT ENGINEER	\$110
CAD TECHNICIAN	\$100
STAFF ENGINEER	\$90
STAFF PLANNER	\$90
DEVELOPMENT COORDINATOR	\$100
PROJECT COORDINATOR	\$85
ADMINISTRATIVE ASSISTANT	\$50

#### **WORK AUTHORIZATION NUMBER 1**

Tohoqua Community Development District Osceola County, Florida

Subject: Work Authorization Number 1

**Tohoqua Community Development District** 

Dear Chairman, Board of Supervisors:

Poulos & Bennett, LLC, is pleased to submit this work authorization to provide engineering services for the Tohoqua Community Development District. We will provide these services pursuant to our current agreement dated \_\_\_\_\_\_\_, 2018 ("Engineering Agreement") as follows:

#### I. Scope of Work

Tohoqua Community Development District will engage the services of Poulos & Bennett, LLC, as Engineer to prepare any necessary reports and attend and participate in meetings of the District's Board of Supervisors as requested by the District.

#### II. Fees

Tohoqua Community Development District will compensate Poulos & Bennett, LLC, pursuant to the hourly rate schedule contained in the Engineering Agreement in accordance with the terms of the Engineering Agreement. The District will reimburse Poulos & Bennett, LLC, all direct costs which include items such as printing, drawings, travel, deliveries, et cetera, pursuant to the Engineering Agreement.

This proposal, together with the Engineering Agreement, represents the entire understanding between the Tohoqua Community Development District and Poulos & Bennett, LLC, with regard to the referenced work authorization. If you wish to accept this work authorization, please sign both copies where indicated, and return one complete copy to our office. Upon receipt, we will promptly schedule our services.

you.	Thank you for considering Poulos & Bennett, LLC. We look forward to working with
	Sincerely,
	Lanca Pannatt D.E.
	Lance Bennett, P.E. Poulos & Bennett, LLC
	APPROVED AND ACCEPTED
	By: Authorized Representative of Tohoqua Community Development District
	Date:

#### **AGREEMENT**

THIS AGREEMENT is made and entered into this 28th day of November 2017, by and between The Tohoqua Community Development District (CDD), and Katrina S. Scarborough,

Osceola County Property Appraiser (Property Appraiser), who understand and agree as follows:

#### WITNESSETH

Whereas, The Tohoqua CDD has declared its intent to use the uniform method of collecting non-ad valorem assessment as authorized by section 197.3631, Florida Statutes (2015), pursuant to the method provided for in sections 197.3632 and 197.3635, Florida Statutes (2015).

Whereas, section 197.3632(2), Florida Statutes (2015), requires that a written agreement be entered into between The Tohoqua CDD and Property Appraiser providing for reimbursement by The Tohoqua CDD of the necessary administrative costs incurred by the Property Appraiser under section 197.3632.

#### **Now Therefore** the parties agree that:

- 1. The Property Appraiser shall perform those services specified in section 197.3632, to be performed by a property appraiser for the benefit of The Tohoqua CDD. In performing those services, the Property Appraiser may obtain the assistance of Osceola County.
- 2. The Tohoqua CDD shall reimburse the Property Appraiser for all necessary administrative costs incurred providing such services, including any administrative costs incurred by Osceola County at the request of the Property Appraiser as set forth in section 197.3632(2).
- 3. Administrative costs shall include, but not be limited to, those costs associated with personnel, forms, supplies, data processing, computer equipment, postage, and programming as prescribed in section 197.3632(2). The Tohoqua CDD also agrees to hold the Property Appraiser

harmless for any and all costs, court costs, and attorney's fees resulting from or arising from any and all challenges, both administrative and judicial, which the Property Appraiser may be required to defend involving the imposition and/or levy of non-ad valorem assessment. All such administrative costs and additional costs, court costs, and attorney's fees incurred by the Property Appraiser in both administrative and judicial challenges shall be paid to the Property Appraiser within fifteen (15) days of the presentment of a statement or invoice setting forth the amount due and the reason therefore.

- 4. This Agreement is the minimum necessary to implement the law and will be amended as necessary from time to time to clarify or supplement the provisions hereof.
- 5. The parties hereto agree that the Property Appraiser, by executing this Agreement and agreeing to assist The Tohoqua CDD in the collection of non-ad valorem assessments, does not warrant either the legal efficacy or validity of any levies made by the Tohoqua CDD as non-ad valorem assessments, or the correctness of the amount of the levy or charge imposed against the parcels of property to be subject to the levy, or any individual parcel subject to said levy.
- 6. The parties agree that any errors made in the amount of the levy or imposition or any other errors of omission or commission regardless of the nature or cause of same, shall be processed and corrected exclusively and solely by The Tohoqua CDD and that the Property Appraiser shall not be responsible for same. The parties further agree that all requests or claims made by any affected property owner for correction shall be processed exclusively by The Tohoqua CDD and shall be filed with The Tohoqua CDD, or its designee, provided that its designee shall not be the Property Appraiser.

- 7. The term of this Agreement shall commence with the 2018 non-ad valorem assessment rolls of The Tohoqua CDD and shall continue and extend uninterrupted from year to year from the effective date as indicated below unless a notice of discontinuance shall be issued by any party. A notice of discontinuance shall be in writing and shall be delivered not less than ninety (90) days in advance of the commencement of the next fiscal year of The Tohoqua CDD save and except during those years when The Tohoqua CDD in timely fashion notifies the Tax Collector and the Property Appraiser that it needs to collect and enforce the assessment pursuant to other provisions of law.
- 8. The parties to this Agreement agree to consult and cooperate as necessary and practical for the efficient and timely listing, preparation, submissions, certification, collection and enforcement against delinquencies of The Tohoqua CDD non-ad valorem or special assessment rolls and levies, including provision by The Tohoqua CDD to the other parties of any staff assistance reasonably necessary and required to effect the purposes of this Agreement.
- 9. The parties shall perform all their obligations under this Agreement in accordance with good faith and prudent practice.
- 10. This Agreement constitutes the entire agreement between the parties with respect to the subject matter contained herein and may not be amended, modified or discontinued, unless otherwise provided in this Agreement, except in writing and signed by all the parties hereto. Should any provision of this Agreement be declared to be invalid, the remaining provisions of this Agreement shall remain in full force and effect, unless such provision found to be invalid alter substantially the benefits of the Agreement for either of the parties or renders the statutory and regulatory obligations unperformable.

	11.	inis Agreement snaii	be governed by the laws of the State of Florida.
	12.	Written notice shall b	e given to the parties at the following address, or such
other place	e or perso	on as each of the parties sl	hall designate by similar notice:
	a.	The Tohoqua CDD:	<del></del>
	b.	Property Appraiser:	2505 E. Irlo Bronson Memorial Highway Kissimmee, Florida 34744-4909
	In W	itness Where of the part	ies have hereunto set their hand and seals and such of
them as are	e corporat	ions have caused these pro	esents to be signed by their duly authorized officers.
ATTEST:	}		The Tohoqua CDD
Ву:			Ву:
As authorize at its	ed for exec of The re	cution by the e Tohoqua CDD gular meeting	
WITNESS			OSCEOLA COUNTY PROPERTY APPRAISER:
Laiama	Oart	inen_	Katuna S. Scarborough, CFA, CCF, MCF Osceola County Property Appraiser

.

## Tohoqua

## Community Development District

FIRST SUPPLEMENTAL ENGINEER'S REPORT FOR PHASE 1(2018 PROJECT)

Prepared For

Tohoqua Community Development District

Date

Draft December 13, 2017



### Tohoqua

## Community Development District

FIRST SUPPLEMENTAL ENGINEER'S REPORT FOR PHASE 1(2018 PROJECT)

Osceola County, Florida

#### Prepared For:

Tohoqua Community Development District

#### Date:

Draft December 13, 2017



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	District Boundary Map and Legal Description
Exhibit 4	Proposed Public and Private Uses Within the CDD
Exhibit 5	Concept Plan
Exhibit 6	Post-Development Basin Map
Exhibit 7	FEMA 100-Year Floodplain
Exhibit 8	Existing Utilities Infrastructure
Exhibit 9	Offsite Utilities Infrastructure
Exhibit 10	Potable Water Distribution System Map
Exhibit 11	Reclaimed Water Distribution System Map
Exhibit 12	Wastewater System Map
Exhibit 13	Estimate of Probable Capital Improvement Costs
Exhibit 14	Tohoqua Phase 1 Master Site Plan
Exhibit 15	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 First Supplemental Engineer's Report, dated January 3, 2018 (the "First Supplemental Engineer's Report"), has been prepared to assist with the financing and construction of the public infrastructure components for the first phase of the Development within the District in the approximate amount of \$15.14 million (the "2018 Project"). pursuant to requirements of Osceola County and the City of St. Cloud, Florida.

The 2018 Project described in this First Supplemental Engineer's Reportincludes the proposed public infrastructure improvements necessary for the development of Phase 1A, 1B and 1C ("Phase 1"), as well as offsite improvements. 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. Fo the best of our knowledge and believe 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 Nepture Road, west of the Florida Turnpike, and east of the permitted Toho Preserve development. Phase 1 of the project consists of approximately 96 acres of the District. Please refer to Vicinity Map Exhibit 1 and Location Map Exhibit 2. The proposed 2018 Project is a multiphase development (Phase 1A, Phase 1B and Phase 1C as well as offsite improvements) planned to include 329 single family homes and recreation facilities. Please refer to the Tohoqua Phase 1 Master Site Plan Exhibit 14. Zoning for the Development was approved by Osceola County on February 3, 2016.

It should be noted that the property is in the process of annexing into the City of St. Cloud, and once annexed, future revisions to the entitlements will be processed through the City of St. Cloud.

The District Boundary and Legal Description are included as Exhibit 3.

#### 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 4 provides the location of the development uses below. Exhibit 5 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	163:3
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 and annexing 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

iii.

- 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 an 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 15 lists the permits that have currently been obtained for Phase 1.

#### 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 2018 Project

The 2018 Project addressed in this First Supplemental Engineer's Report includes elements internal and external to the District. The external elements include offsite improvements to adjacent Neptune Road and offsite potable water and sewer systems. The proposed onsite infrastructure improvements include the master stormwater management and drainage systems, roadway improvements, pavement markings and 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 4, 6 and 9 through 12. Exhibit 13, details the Cost Opinion for the 2018 Project.

#### Section 5 Description of Series 2018 Project Capital Improvement Plan

#### 5.1 Roadway Improvements

As indicated above, the District may 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 (and related stormwater 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 13. Exhibit 4, 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 6, Post-Development Basin Map provides a graphical representation of the currently proposed stormwater management system. Stormwater Ponds 2, 2A, 4 and 11 are included in the 2018 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 7, 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 1 improvements.

#### 5.4 Phase 1 Infrastructure

#### 5.4.1 Phase 1 Roadways

The Phase 1 roadway improvements include approximately 12,015 linear feet of road and will define the ingress and egress points within the Development. In addition to the roadways, the Phase 1 improvements includes approximately 6,118 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 4. In addition to the onsite roadways, offsite roadway intersection improvements to Neptune road, as required by the County to serve the project are included in the 2018 Project.

#### 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 10, Potable Water Distribution System Map, provides a graphical representation of the contemplated water mains to be constructed within Phase 1 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. Exhibits 8, 9 and 11, Reclaimed Water Distribution System Map, provide a graphical representation of the existing and proposed offsite reclaimed water system and onsite Phase 1 and overall system contemplated within the District.

The funding of the offsite reclaimed water main extensions 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. The costs for such improvements for the reclaimed water extensions are not included on Exhibit 13.

#### 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. Exhibits 8, 9 and 12, Wastewater System Map, provide a graphical representation of the proposed offsite wastewater system and onsite Phase 1 and overall system contemplated within the District.

The funding of additional or oversized offsite and onsite wastewater improvements serving the City of St. Cloud offsite sewer 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. The costs for such improvements for the additional and oversized wastewater improvements are not included on Exhibit 13.

#### 5.4.5 Parks, Landscape & Hardscape

The Phase 1 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.

#### 5.4.6 Amenity

The Amenity (Phase 1 Recreation) sites will provide the Fohoqua community park and recreation uses. The District may fund construction of the amenity areas that comply with sections 190.012(1) and (2) of the Florida Statutes to include things such as, but not limited to: pool, restrooms, community building, tot lot, sports courts, picnic areas, landscape, and hardscape features, pedestrian/multi-purpose trails, etc. The District will own and maintain foregoing improvements that are public use.

#### 5.5 Professional and Inspection Fees

For the design, permitting and construction of the proposed 2018 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 2018 Project.

#### Section 6 Ownership and Maintenance

Proposed District Capital	Ownership	Maintenance
Improvements Plan		
Onsite Roadway & Alley Improvements	County/City	County/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	HOA/District	HOA/District
Amenity Site	HOA/District	HOA/District

#### Section 7 Roadway Rights-of-Way, Stormwater Management Conds 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 2018 Project is provided in Exhibit 13. Costs associated with construction of the Phase 1 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 2018 Project as described is necessary for the functional development of the property within Phase 1 of the District as required by the applicable local governmental agencies. The planning and design of the Phase 1 infrastructure will be in accordance with current governmental regulatory requirements. The public infrastructure as described in this First 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 2018 Project in this First Supplemental Engineer's Report are based on the

plans for the District as currently proposed. In our professional opinion, and to the best of our knowledge and belief, the costs provided herein for the Phase 1 improvements are reasonable to complete the construction of the infrastructure improvements described herein. All of the proposed 2018 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

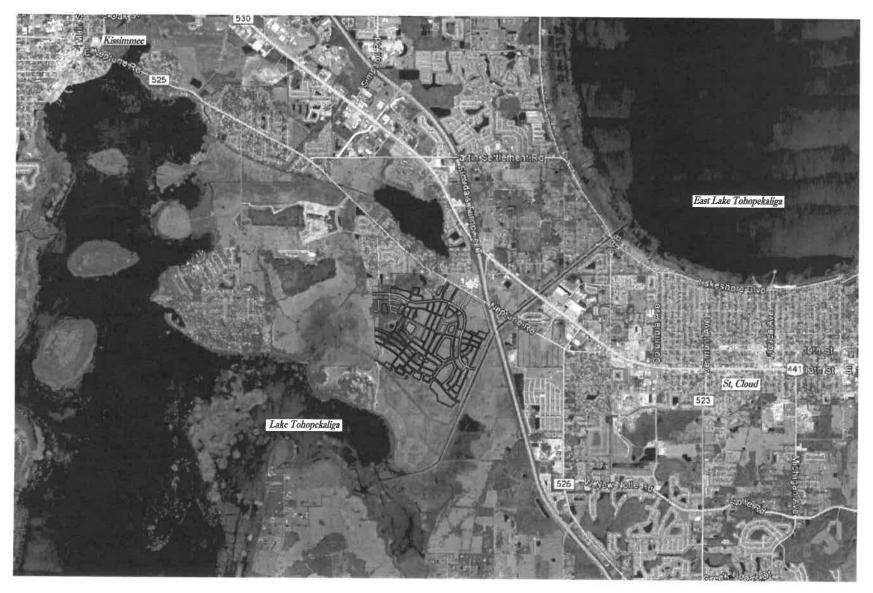
#### **Exhibits**



#### Tohoqua Community Development District Engineer's Report for Series 2018 Project Capital Improvements

#### **Exhibits**

Exhibit 1	Vicinity Map
Exhibit 2	Location Map
Exhibit 3	District Boundary Map and Legal Description
Exhibit 4	Proposed Public and Private Uses Within the CDD
Exhibit 5	Concept Plan
Exhibit 6	Post-Development Basin Map
Exhibit 7	FEMA 100-Year Floodplain
Exhibit 8	Existing Utilities Infrastructure
Exhibit 9	Offsite Utilities Infrastructure
Exhibit 10	Potable Water Distribution System Map
Exhibit 11	Reclaimed Water Distribution System Map
Exhibit 12	Wastowater System Map
Exhibit 13	Estimate of Probable Capital Improvement Costs
Exhibit 14	Tohoqua Phase 1 Master Site Plan
Exhibit 15	Permit Log



Vicinity Map

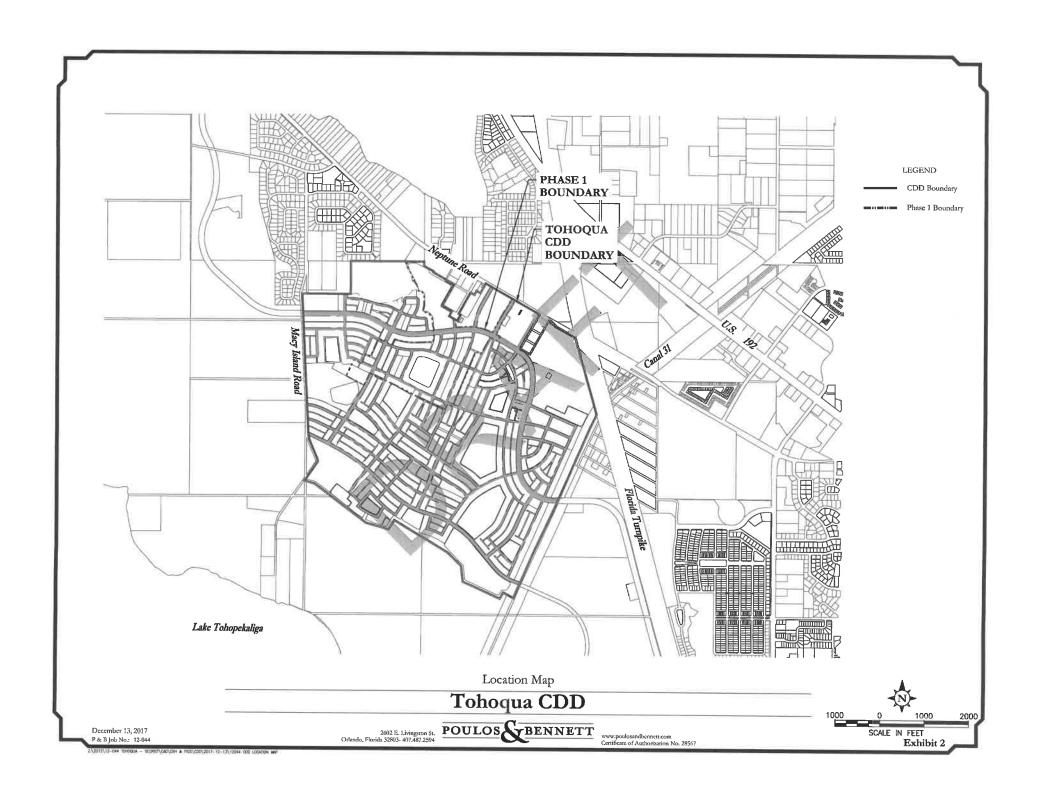
#### Tohoqua CDD

September 15, 2017 P & B Job No.: 12-044



www.poulosandbennett.com Certificate of Authorization No. 28567







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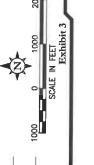
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s a totol of 783.96 acres, more or le

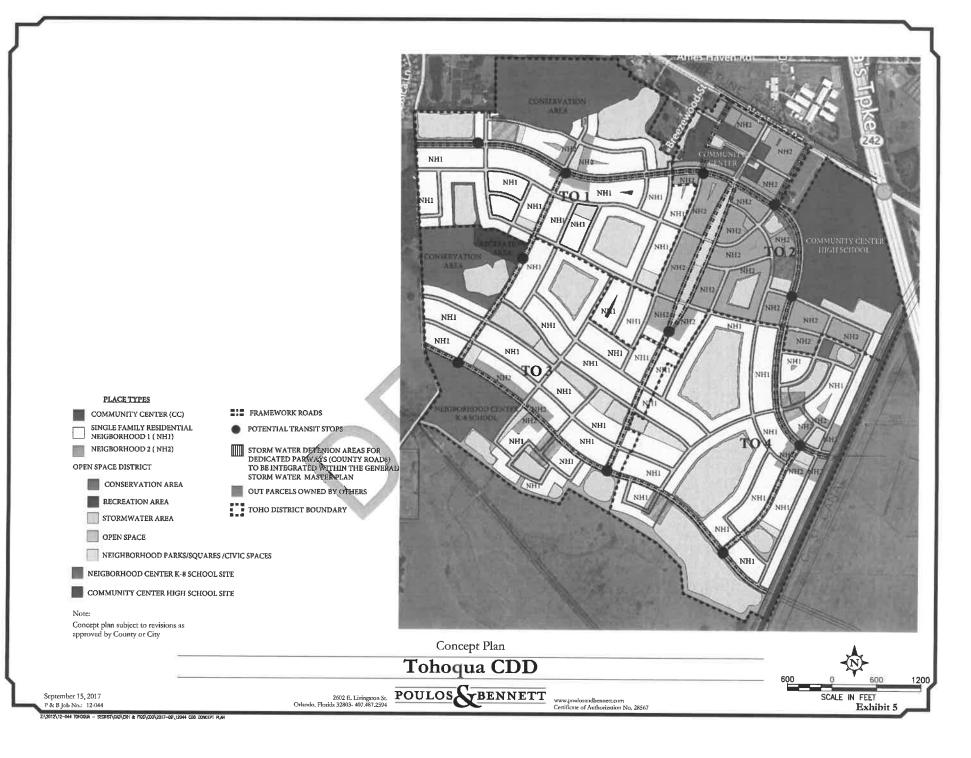
# District Boundary Map and Legal Description

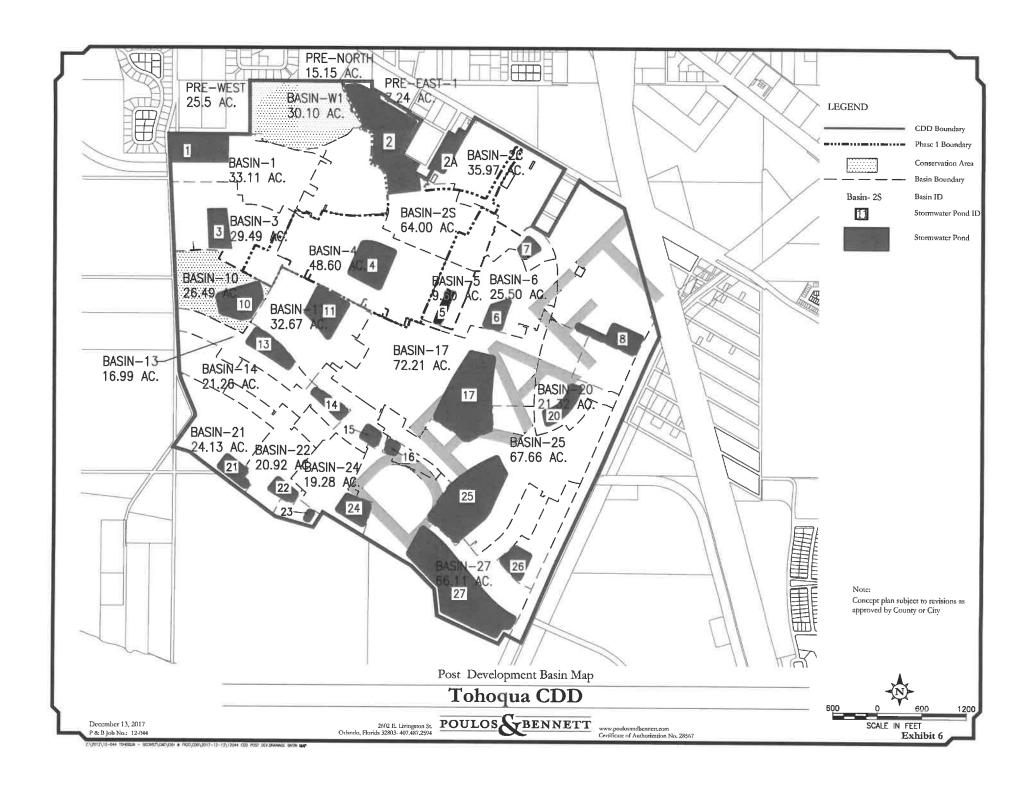
# Tohoqua CDD

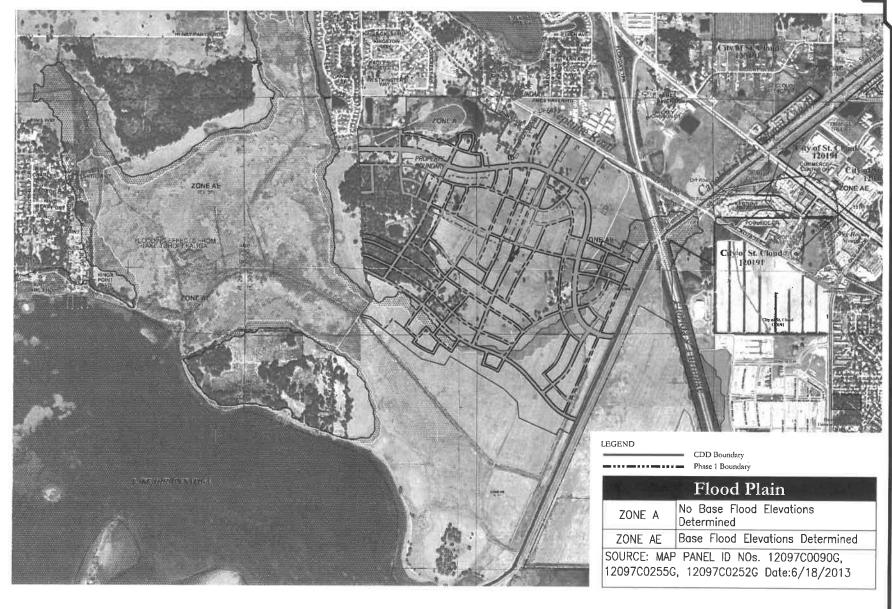












100 - Year Floodplain

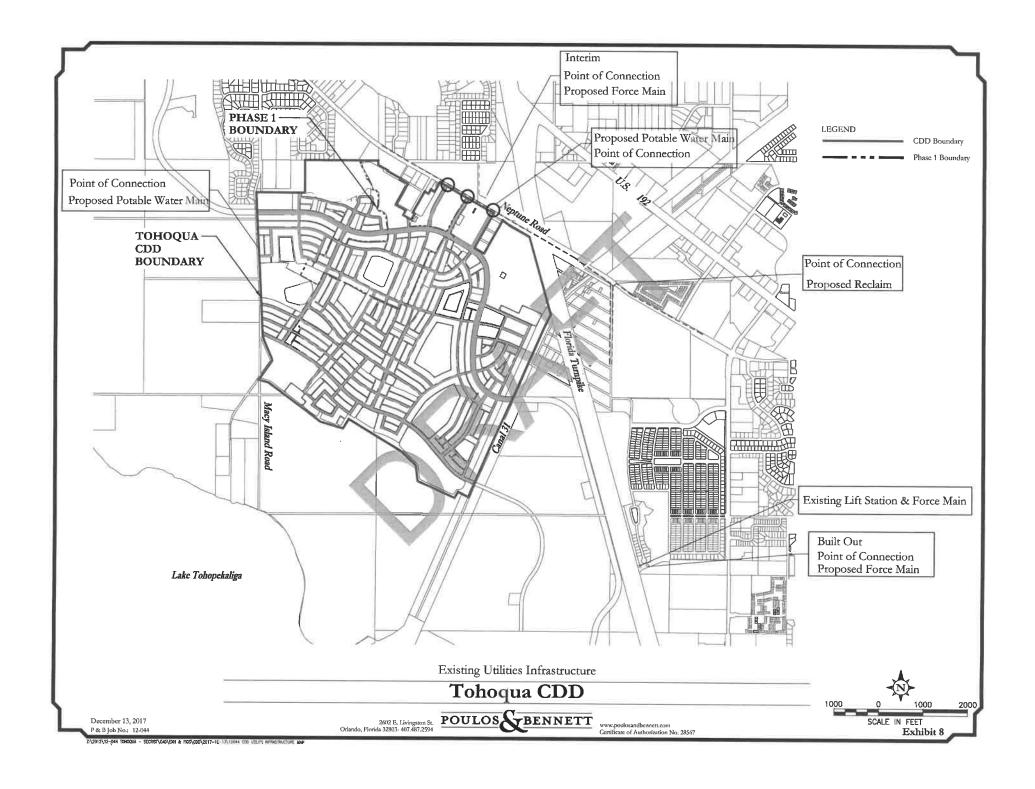
#### Tohoqua CDD

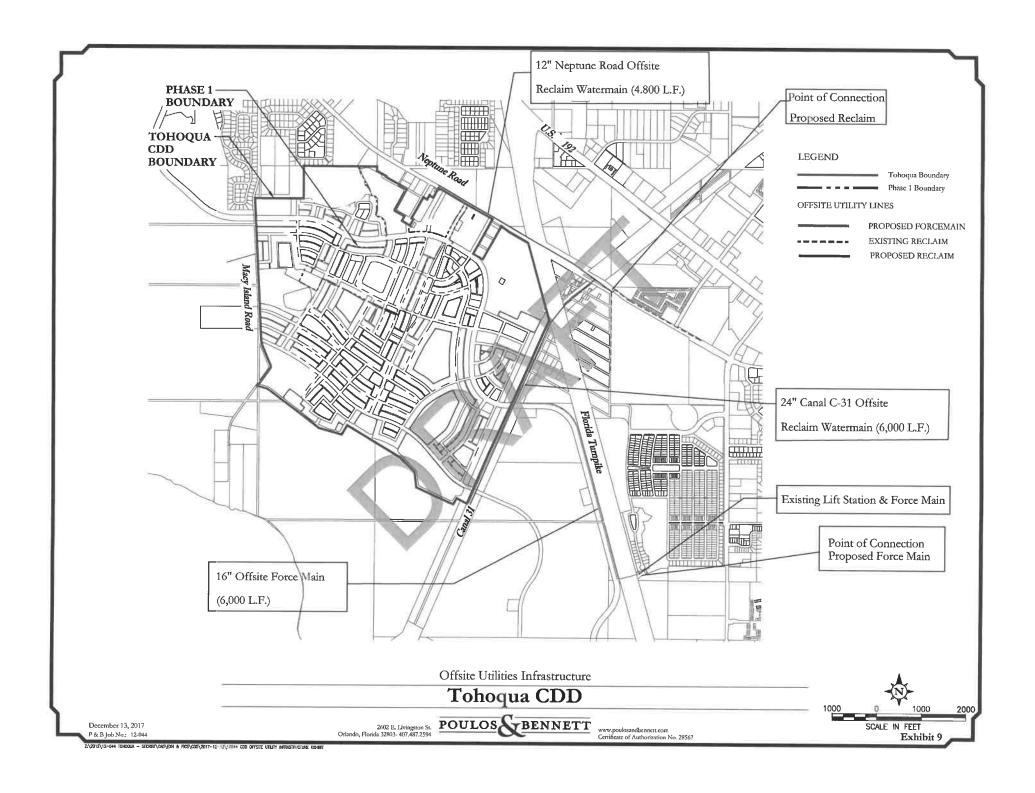
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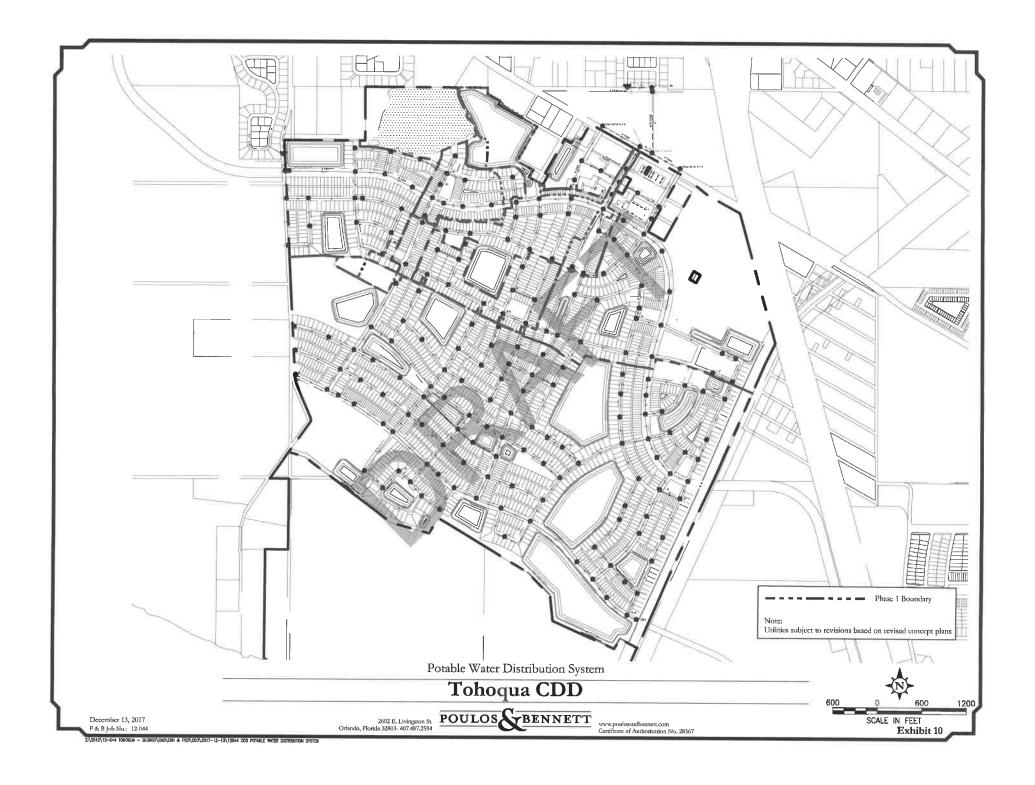


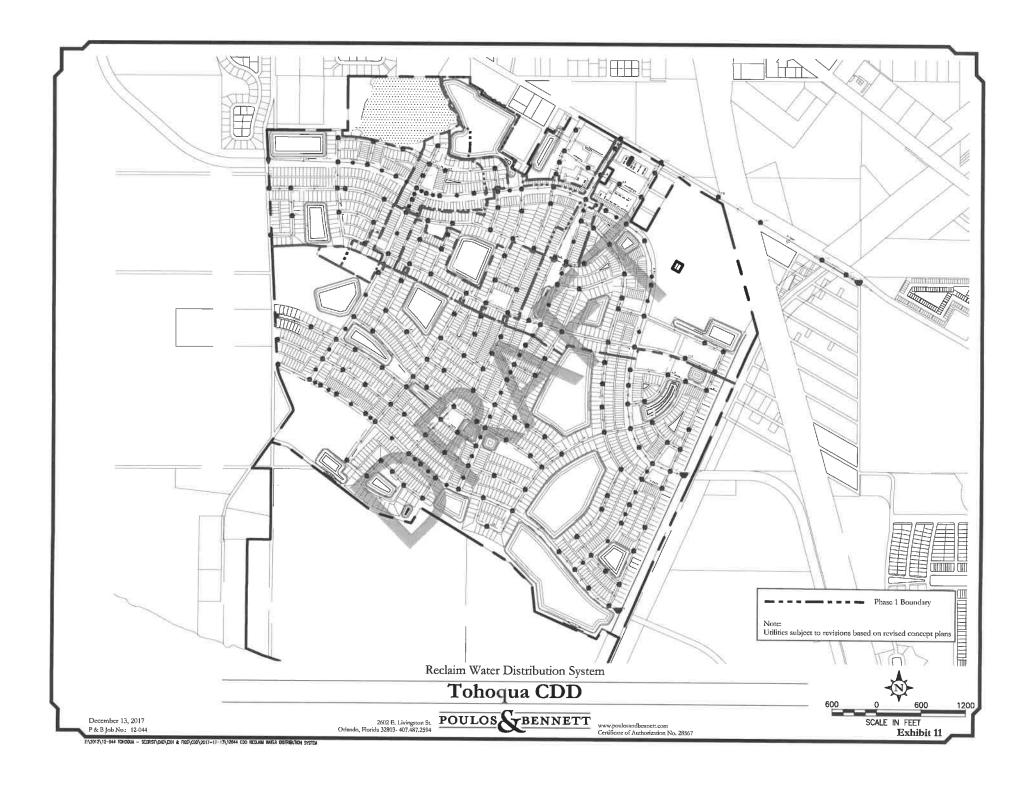
www.poulosandbennett.com Certificate of Authorization No. 28567

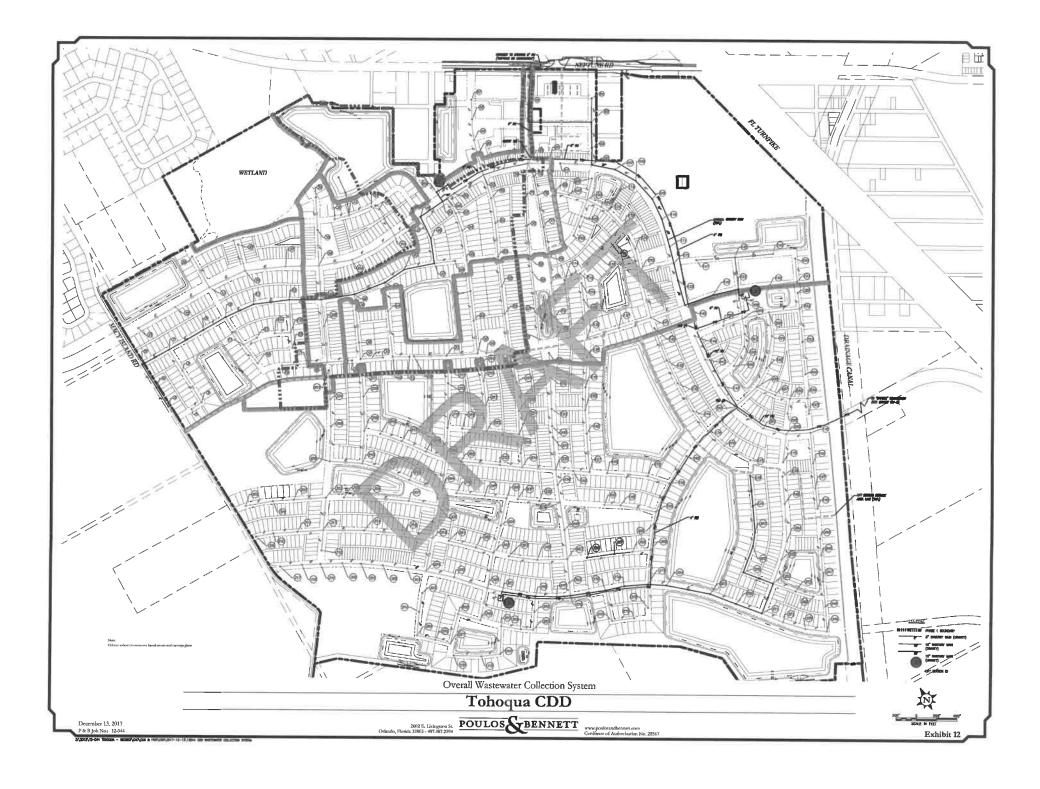


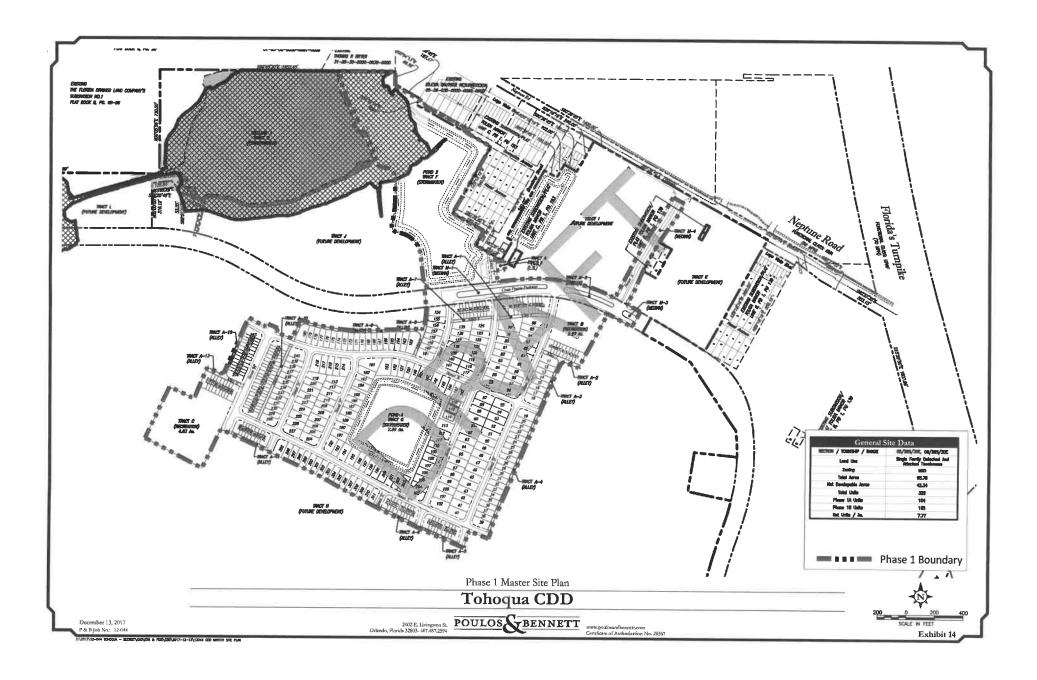












#### **EXHIBIT 13**

#### Tohoqua CDD

## Supplemental No. 1 Engineers Report Estimate of Probable Capital Improvement Costs December 12, 2017

Facility	Estimated Cost
Roadways (Pavement and Drainage System)	\$3,021,034
Stormwater Ponds (Pond Excavation, Dewatering, Sod & Outfall Structures)	\$1,006,030
Potable Water Distribution (Pipes, Fittings, Valves, etc.)	\$965,021
Sanitary Sewer System (Lift Stations, Pipes, Fittings, Valves, Structures)	\$1,484,929
Reclaimed Water Distribution (Pipes, Fittings, Valves, etc.)	\$678,115
Amenity Site	\$3,500,000
Parks, Landscape and Hardscape	\$1,100,000
Offsite Improvements (Utilities, Paving, etc.)	\$408,829
Subtotal	\$12,163,957
Professional Fees (10%)	\$1,216,396
Inspection, Survey & Testing Fees	\$547,378
Subtotal	\$13,927,730
Contingency (10%)	\$1,216,396
Total	\$15,144,126
Notes:	

<sup>\*</sup> All costs and expenses for roadways (or portions of roadways) involving the grant of mobility credits by Osceola County shall be paid for by the Developeer and are not included in this cost opinion. In no instance shall construction of a roadway (or portion of roadway) be funded by the CDD if mobility credits are to be granted to the Developer by the County.

# EXHIBIT 15-1 Tohoqua CDD PERMIT & APPROVAL LOG Master Permits

DATE: 15-Nov-17 BY: COMMUNITY: Master Project				PROJECT NUMBER(S): 12-044				
PERMIT TYPE (IE: Wetland, Land Use, Sewer Extension)	ISSUING AGENCY	APPLICATIO N NUMBER	PERMIT NUMBER	DESCRIPTION OF PERMITTED ACTIVITY (IE: Subdivision Approval Praise 1, Offsite Water Extension Poute 51)	CONSULTA NT	CURRENT STATUS (IE: Not Submitted Yet, In Review, 2nd Submittal, Approved, Extended, Expired, Closed Out. etc)	DATE SUBMITTE D	DATE ISSUED
DRI Rescission	Osceola County	DRI06-0011	DRI06-0011	DRI Respission	-	Approved		20-Jun-16
Concept Plan	Osceola County	CP14- 00004	CP14-00004	Concept Plan	-	Approved		3-Feb-16
Site Development Plan	Osceola County	SDP15- 0017	SDP15-0017	Mass Grading and Master Stormwater Plan Phase 1	-	Approved		20-Jan-17
Site Development Plan	Osceola County	SDP15- 0017	SDP15-0017	Mass Grading and Master Stormwater Plan-Phase 1	-	Approved		31-Aug-16
Utilities Approval	City of St. Cloud			Master Utility Plan	-	Approved		
Conservation Easement Recording	SFWMD		E2017025709B5103P10	Deed of Conservation Easement	-	Approved		15-Feb-19
Environmental Resource Permit (ERP)	SFWMD	150225-18	49,02426-P	Conceptual/Construction of a Stormwater Management System	-	Approved		8-Dec-16
FDEP NPDES NOI	FDEP		FLR 20BA06-001	Notice of Intent to Use Generic Permit for Stormwater Discharge from Large and Small Construction Activities and Dewatering Operations	-	Approved		6-Nov-16
Fill Permit	ACOE		SAJ-2015-00814 (SP- JSC)	Authorization to fill 32.65 acres of waters of the US for construction.	-	Approved		17-Feb-17
Drainage Connection Permit	FDOT		2016-D-853-005	Drainage Connection Permit	-	Approved		15-Jun-16

# EXHIBIT 15-2 Tohoqua CDD PERMIT & APPROVAL LOG Tohoqua Phase 1 (1A, 1B and 1C)

DATE: COMMUNITY:	15-Nov-17 Toh		1 (1A, 1B, 1C)	PROJECT NUMBER(S):	12-044		0	
PERMIT TYPE (IE: Wetland, Land Use, Sewer Extension)	ISSUING AGENCY	APPLICATIO N NUMBER	PERMIT NUMBER	DESCRIPTION OF PERMITTED ACTIVITY (IE: Subdivision Approval Phase 1, Offsite Water Extension Route 51)	CONSULTANT	CURRENT STATUS (IE: Not Submitted Yet, In Review, 2nd Submittal, Approved, Extended, Expired, Closed Out, etc)	DATE SUBMITTED	DATE ISSUED
Preliminary Plat (PS)	Osceola County	PS15-00041	PS15-00041	PSP Approval of Phase 4	. 1	Approved		17-Aug-16
Site Development Plan	Osceola County	SDP16-0131	SDP16-0131	Approval of Site Development Plan for Streets and Drainage	_	Approved		9-Jun-17
Plat Submittal (FS)	Osceola County							
Public Services Approval	City of St. Cloud		Case 16-20.30	Approval of Utility Construction Plans	-	Approved		12-May-17
Notice to Procede	City of St. Cloud		Case 16-20.30	Notice to commence work	9			9-Jun-17
Dewatering Permit	SFWMD	160321-3	49-02496-W	Dewatering of the water table aquifer for construction of stormwater ponds	-	Approved		9-Dec-16
Notice of Commencemen t (NOI)			See Master		Contractor			
Water Permit	FDEP		0076597-398-DSGP	Water General Permit		Approved		18-May-17
Water Permit	FDEP		0076597-410-DSGP	Water General Permit	-	Approved		21-Sep-17
Wastewater Permit	FDEP		0354122-001-DWS/CM	Wastewater General Permit	-	Approved		23-May-17
Resource	SFWMD	170512-14	49-02426-P	Toho qua - Phase 1		Approved		6-Jun-17
Model Center	Osceola Co							

# EXHIBIT 15-3 Tohoqua CDD PERMIT & APPROVAL LOG Offsite

DATE:	15-Nov-17	BY:						
COMMUNITY:	Tohoqu	ua Phase 1 -	Offsite	PROJECT NUMBER(S):	12-044			
							-	
PERMIT TYPE (IE: Wetland, Land Use, Sewer Extension)	ISSUING AGENCY	APPLICATIO N NUMBER	PERMIT NUMBER	DESCRIPTION OF PERMITTED ACTIVITY (IE: Subdivision Approval Phase 1, Offsite Water Extension Route 51)	CONSULTA	CURRENT STATUS (IE: Not Submitted Yet, In Review, 2nd Submittal, Approved, Extended, Expired, Closed	DATE SUBMITTED	DATE ISSUED
Construction Plans	Osceola County	SDP16- 0060	SDP16- 0060	Neptune Intersection and school	"	Approved		25-May-17
Public Services Approval	City of St. Cloud	Case 16- 20.30	Case 16- 20.30	Construction Plans for Meptune Road Utilities	-	Approved		12-May-17
Public Services Approval	City of St. Cloud	Case 16- 20.30	Case 16- 20.30	Construction Plans for Nepture Road Utilities	-	Approved		21-Aug-17
Notice to Proced	City of St. Cloud			Notice to commence work	- I	Approved		9-Jun-17
Minor Modification	SFWMD	160517-3	49-01379- P	Minor mod for construction of Neptune Middle School bus entrance northwest of the existing bus entrance	-	Approved	17-May-16	27-Jun-16
Canal Crossing	SFWMD	16-0524-2	14856	Remit for the Canal C- Landaqueous crossing (directional drill)	_	Approved	24-May-16	28-Jun-16
Canal Crossing Extension	SFWMD	17-0705-2	14656	Extension to Completion date for Canal C-31 crossing	-	Approved		5-Jul-17
Water Permit	FDEP		N/A	Permit Required Determination	-	Approved	15-May-17	17-May-17
Wastewater Permit	FDEP		0354114- 001- DWC/CG	Wastewater General Permit	-	Approved	15-May-17	18-May-17
FDEP NPDES NOI	FDEP			National Pllution Dischare Elimination System Notice of Intent	JMHC			
Utility Permit	FDOT		2017-H- 853-84	Connection of proposed reclaimed water main to existing City of St. Cloud's reclaimed water main	-	Approved		27-Jun-17

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#### Updated December 28, 2017

## SUPPLEMENTAL ASSESSMENT METHODOLOGY FOR ASSESSMENT AREA ONE

#### **FOR**

# TOHOQUA COMMUNITY DEVELOPMENT DISTRICT

Date: January 3, 2018

Prepared by

Governmental Management Services - Central Florida, LLC 135 W. Central Blvd, Suite 320 Orlando, FL 32801

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#### GMS-CF, LLC does not represent the Tohoqua Community

Development District as a Municipal Advisor or Securities Broker nor is GMS-CF, LLC registered to provide such services as described in Section 15B of the Securities and Exchange Act of 1934, as amended. Similarly, GMS-CF, LLC does not provide the Tohoqua Community Development District with financial advisory services or offer investment advice in any form.

#### 1.0 Introduction

The Tohoqua Community Development District (the "District") is a local unit of special-purpose government organized and existing under Chapter 190, Florida Statutes as amended. The District Engineer prepared an Engineer's Report dated September 25, 2017 (the "Master Engineer's Report") describing the scope of the District's capital improvement program estimated to cost approximately \$71.870 million (the "Master CIP"). The District Engineer subsequently prepared a Supplemental Engineer's Report dated December 13, 2017 (the "Supplemental Engineer's Report") describing the public infrastructure components for the first phase of the Development ("Assessment Area One") in the approximate amount of \$15.143.8 million (the "2018 Project"). The District is issuing its Special Assessment Revenue Bonds, Series 2018A ("Series 2018A Bonds") to finance and/or acquire a portion of the 2018 Project in the estimated amount of \$1.6 million ("CIP").

#### 1.1 Purpose

This Supplemental Assessment Methodology (the "Supplemental Report") For Assessment Area One which supplements the certain Master Assessment Methodology dated September 25, 2017 (the "Master Report") and together with the Supplemental Report (the "Assessment Report") provides for an assessment methodology that allocates the debt to be incurred by the District to benefiting properties within the Assessment Area One of the District. This Supplemental Report allocates the debt to properties based on the special benefits each receives from the CIP. This Supplemental Report reflects the actual terms and conditions at the time of the issuance of each series of Bonds issued to finance a portion of the CIP. The Assessment Report is designed to conform to the requirements of Chapters 190 and 170, Florida Statutes with respect to special assessments and is consistent with our understanding of case law on this subject.

The District intends to impose non-ad valorem special assessments on the benefited lands within the District based on the Supplemental Report. It is anticipated that all of the proposed special assessments will be collected through the Uniform Method of Collection described in Chapter 197.3632, Florida Statutes or any other legal means available to the District. It is not the intent of this Supplemental Report to address any other assessments, if applicable, that may be levied by the District, a homeowner's association, or any other unit of government.

#### 1.2 Background

The District currently includes approximately 784 acres in Osceola County, Florida. Assessment Area One comprises 71 developable acres within the District. The development program for Assessment Area One of the District currently envisions approximately 329 residential units. The proposed development program is depicted in Table 1. It is recognized that such land use plan may change, and this Assessment Report will be modified or supplemented accordingly.

The improvements contemplated by the District in the CIP will provide facilities that benefit certain property within the District. Specifically, the District will construct and/or acquire certain roadway facilities, stormwater facilities, potable water distribution facilities, sanitary sewer system facilities, reclaimed water distribution facilities, amenity facilities, parks and recreation facilities, and offsite improvements. The acquisition and construction costs are summarized in Table 2.

The assessment methodology is a four-step process.

- 1. The District Engineer must first determine the public infrastructure improvements that may be provided by the District and the costs to implement the Capital Improvement Plan.
- 2. The District Engineer determines the assessable acres that benefit from the District's Capital Improvement Plan.
- 3. A calculation is made to determine the funding amounts necessary to acquire and/or construct the Capital Improvement Plan.
- 4. This amount is initially divided equally among the benefited properties on a prorated assessable acreage basis. Ultimately, as land is platted, this amount will be assigned to each of the benefited properties based on the number of platted units.

## 1.3 Special Benefits and General Benefits

Improvements undertaken by the District create special and peculiar benefits to the property, different in kind and degree than general benefits, for properties within its borders as well as general benefits to the public at large.

However, as discussed within this Supplemental Report, these general benefits are incidental in nature and are readily distinguishable from the special and peculiar benefits, which accrue to property within the District. The implementation of the CIP enables properties within the boundaries of Assessment Area One of the District to be developed. Without the District's CIP, there would be no infrastructure to support development of land within the Assessment Area One of the District. Without these improvements, development of the property within the District would be prohibited by law.

There is no doubt that the general public and property owners outside the District will benefit from the provision of the CIP. However, these benefits will be incidental for the purpose of the CIP, which is designed solely to meet the needs of property within the Development. Properties outside of Assessment Area One of the District boundaries do not depend upon the District's CIP. The property owners within Assessment Area One of the District are therefore receiving special benefits not received by those outside Assessment Area One.

## 1.4 Requirements of a Valid Assessment Methodology

There are two requirements under Florida law for a valid special assessment:

- 1) The properties must receive a special benefit from the improvements being paid for.
- 2) The special assessments must be fairly and reasonably allocated to the properties being assessed based on the special benefit such properties receive.

Florida law provides for a wide application of special assessments that meet these two characteristics of special assessments.

## 1.5 Special Benefits Exceed the Costs Allocated

The special benefits provided to the property owners within the District will be greater than the costs associated with providing these benefits. The District Engineer estimates that the District's CIP that is necessary to support full development of Assessment Area One will cost approximately \$15,144,128. However, the District is only financing a portion of the CIP with the Series 2018 Bonds. The balance of the CIP will be funded with Developer Contributions and/or future bond issue(s). The District's Underwriter projects that financing costs required to fund the CIP costs, the cost of issuance of the Bonds, the funding of a debt service reserve account and capitalized interest, will be approximately \$2,010,000. Without the CIP, the property within Assessment Area One of the District would not be able to be developed and occupied by future residents of the community.

## 2.0 Assessment Methodology

#### 2.1 Overview

The District anticipates issuing approximately \$2,010,000 in Bonds to fund a portion of the District's Assessment Area One CIP, provide for capitalized interest, a debt service reserve account and pay cost of issuance. It is the purpose of this Assessment Report to allocate the \$2,010,000 in debt to the properties within Assessment Area One benefiting from the CIP..

Table 1 identifies the land uses as identified by the Developer within Assessment Area One of the District. The District has commissioned an Engineer's Report that includes estimated construction costs for the CIP needed to support the development, which these construction costs are outlined in Table 2. The improvements needed to support the development are described in detail in the Engineer's Report and are estimated to cost \$15,144,128. Based on the estimated costs, the size of the bond issue under current market conditions needed to generate

funds to pay for the CIP and related costs was determined by the District's Underwriter to total approximately \$2,010,000. Any additional funds needed to complete the CIP will be funded by developer contributions or future bond issues. Table 3 shows the breakdown of the bond sizing.

#### 2.2 Allocation of Debt

Allocation of debt is a continuous process until the development plan is completed. Until the platting process occurs, the CIP funded by the District's Series 2018 Bonds will benefit all acres within Assessment Area One of the District.

The initial assessments will be levied on an equal acreage basis to all gross acreage within the Assessment Area One of the District. A fair and reasonable methodology allocates the debt incurred by the District proportionately to the properties receiving the special benefits. At this point all of the lands within Assessment Area One of the District are benefiting from the improvements.

Once platting or the recording of a declaration of condominium of any portion of the District into individual lots or units ("Assigned Properties") has begun, the assessments will be levied to the Assigned Properties based on the benefits they receive, on a first platted, first assigned basis. The "Unassigned Properties" defined as property that has not been platted or subjected to a declaration of condominium, will continue to be assessed on a per acre basis. Eventually the development plan will be completed and the debt relating to the bonds will be allocated to the platted units within the District, which are the beneficiaries of the CIP, as depicted in Table 5 and Table 6. If there are changes to development plan, a true up of the assessment will be calculated to determine if a debt reduction or true-up payment from the Developer is required. The process is outlined in Section 3.0.

The assignment of debt in this Assessment Report sets forth the process by which debt is apportioned. As mentioned herein, this Assessment Report will be supplemented from time to time.

#### 2.3 Allocation of Benefit

The CIP consists of roadway facilities, stormwater facilities, potable water distribution facilities, sanitary sewer system facilities, reclaimed water distribution facilities, amenity facilities, parks and recreation facilities, and offsite improvements and professional fees along with related incidental costs. There are currently five product types within the planned development of Assessment Area One. The single family 50' home has been set as the base unit and has been assigned one equivalent residential unit ("ERU") as represented in the Master Report however there are no single family 50' homes planned in Assessment Area One. Table 4 shows the allocation of benefit to the

particular land uses. It is important to note that the benefit derived from the improvements exceeds the cost that the units will be paying for such benefits.

## 2.4 Lienability Test: Special and Peculiar Benefit to the Property

Construction and/or acquisition by the District of its proposed CIP will provide several types of systems, facilities and services for its residents. These include roadway facilities, stormwater facilities, potable water distribution facilities, sanitary sewer system facilities, reclaimed water distribution facilities, amenity facilities, parks and recreation facilities, and offsite improvements. These improvements accrue in differing amounts and are somewhat dependent on the type of land use receiving the special benefits peculiar to those properties, which flow from the logical relationship of the improvements to the properties.

Once these determinations are made, they are reviewed in the light of the special benefits peculiar to the property, which flow to the properties as a result of their logical connection to the improvements in fact actually provided.

For the provision of the CIP, the special and peculiar benefits are:

- 1) the added use of the property,
- 2) added enjoyment of the property, and
- 3) the probability of increased marketability and value of the property.

These special and peculiar benefits are real and ascertainable, but are not yet capable of being calculated as to value with mathematical certainty. However, each is more valuable than either the cost of, or the actual non-ad valorem special assessment levied for the improvement or the debt as allocated.

# 2.5 Lienability Test: Reasonable and Fair Apportionment of the Duty to Pay Non-Ad Valorem Assessments

A reasonable estimate of the proportion of special and peculiar benefits received from the public improvements described in the Engineer's Report is delineated in Table 5 (expressed as Allocation of Par Debt per Product Type).

The determination has been made that the duty to pay the non-ad valorem special assessments is fairly and reasonably apportioned because the special and peculiar benefits to the property derived from the acquisition and/or construction of the Capital Improvement Plan have been apportioned to the property within the District according to reasonable estimates of the special and peculiar benefits provided consistent with the land use categories.

Accordingly, no acre or parcel of property within the boundaries of the District will have a lien for the payment of any non-ad valorem special assessment more than the determined special benefit peculiar to that property and therefore, the debt allocation will not be increased more than the debt allocation set forth in this Assessment Report.

In accordance with the benefit allocation suggested for the product types in Table 4, a total debt per unit and an annual assessment per unit have been calculated for each product type (Table 6). These amounts represent the preliminary anticipated per unit debt allocation assuming all anticipated units are built and sold as planned, and the entire proposed Capital Improvement Plan is constructed.

## 3.0 True Up Mechanism

Although the District does not process plats, declaration of condominiums, site plans or revisions thereto for the developer, it does have an important role to play during the course of platting and site planning. Whenever a plat, declaration of condominium or site plan is processed, the District must allocate a portion of its debt to the property according to this Assessment Report outlined herein. In addition, the District must also prevent any buildup of debt on Unassigned Properties. Otherwise, the land could be fully conveyed and/or platted without all of the debt being allocated. To preclude this, when platting for 25%, 50%, 75% and 100% of the units planned for platting has occurred, the District will determine the amount of anticipated assessment revenue that remains on the Unassigned Properties, taking into account the full development plan of the District. If the total anticipated assessment revenue to be generated from the Assigned and Unassigned Properties is greater than or equal to the maximum annual debt service then no debt reduction or true-up payment is required. In the case that the revenue generated is less then the required amount then a debt reduction or true-up payment by the landowner in the amount necessary to reduce the par amount of the outstanding bonds plus accrued interest to a level that will be supported by the new net annual debt service assessments will be required.

If a true-up payment is made less than 45 days prior to an interest payment date, the amount of accrued interest will be calculated to the next succeeding interest payment date.

## 4.0 Assessment Roll

The District will initially distribute the lien across the property on a gross acreage basis of Assessment Area One. As Assigned Properties becomes known with certainty, the District will refine its allocation of debt from a per acre basis to a per unit basis as shown in Table 6. If the land use plan changes, then the District will update Table 6 to reflect the changes as part of the foregoing true-up process. As a result, the assessment liens are neither fixed nor are they determinable with certainty on any acre of land in Assessment Area One of the District prior to the time final Assigned Properties become known. The current assessment roll is attached as Table 7.

TABLE 1
TOHOQUA COMMUNITY DEVELOPMENT DISTRICT
DEVELOPMENT PROGRAM
SUPPLEMENTAL ASSESSMENT METHODOLOGY FOR ASSESSMENT AREA ONE

Land Use	Units	ERUs per Unit (1)	Total ERUs
Townhouse	101	0.60	61
SF - 40	71	0.80	57
SF - 45	88	0.90	79
SF - 55	68	1.10	75
SF - 70	1	1.40	1
Total Units	329		273

<sup>(1)</sup> Benefit is allocated on an ERU basis; based on density of planned development, with Single Family 50 = 1 ERU

<sup>\*</sup> Unit mix is subject to change based on marketing and other factors

TABLE 2
TOHOQUA COMMUNITY DEVELOPMENT DISTRICT
CAPITAL IMPROVEMENT PLAN COST ESTIMATES
SUPPLEMENTAL ASSESSMENT METHODOLOGY FOR ASSESSMENT AREA ONE

Capital Improvement Plan ("CIP") (1)	Co	ost Estimate
Roadways	\$	3,021,034
Stormwater Ponds	\$	1,006,030
Potable Water Distribution	\$	965,021
Sanitary Sewer System	\$	1,484,929
Reclaimed Water Distribution	\$	678,115
Amenity Site	\$	3,500,000
Parks, Recreational Facilities, and Landscaping	\$	1,100,000
Offsite Improvements	\$	408,829
Professional Fees	\$	1,216,396
Inspection, Survey, and Testing	\$	547,378
Contingencies	\$	1,216,396
Parks, Recreational Facilities, and Landscaping Offsite Improvements Professional Fees Inspection, Survey, and Testing	\$	15,144,128

(1) A detailed description of these improvements is provided in the revised Engineer's Report dated December 13, 2017.

TABLE 3
TOHOQUA COMMUNITY DEVELOPMENT DISTRICT
BOND SIZING
SUPPLEMENTAL ASSESSMENT METHODOLOGY FOR ASSESSMENT AREA ONE

Description	Total				
Construction Funds	\$	1,588,789			
Debt Service Reserve	\$	138,299			
Capitalized Interest	\$	82,913			
Underwriters Discount	\$	50,000			
Cost of Issuance	\$	150,000			
Contingency	\$	-			
Par Amount*	\$	2,010,000			
Bond Assumptions:					
Interest Rate		5.50%			
Amortization		30 years			
Capitalized Interest		9 months			
Debt Service Reserve		Max Annual			
Underwriters Discount		2%			

<sup>\*</sup> Par amount is subject to change based on the actual terms at the sale of the bonds

TABLE 4
TOHOQUA COMMUNITY DEVELOPMENT DISTRICT
ALLOCATION OF IMPROVEMENT COSTS
SUPPLEMENTAL ASSESSMENT METHODOLOGY FOR ASSESSMENT AREA ONE

					Ma	ximum Cost	A	Allocation of Financed	M	aximum Cost		Allocation of Financed		
				% of Total	Bene	fit Per Product	Imp	provement Cost		Benefit Per	Im	provement Cost	I	Developer
Land Use	No. of Units *	* ERU Factor	Total ERUs	ERUs		Туре**	Per	r Product Type		Unit**		Per Unit	Cor	ntribution***
Townhouse	101	0.60	60.6	22.21%	\$	1,650,542	\$	327,204	\$	16,342	\$	3,240	\$	13,102
SF - 40	71	0.80	56.8	20.82%	\$	1,547,019	\$	337,691	\$	21,789	\$	4,756	\$	17,033
SF - 45	88	0.90	79.2	29.03%	\$	2,157,144	\$	470,865	\$	24,513	\$	5,351	\$	19,162
SF - 55	68	1.10	74.8	27.42%	\$	2,037,280	\$	444,706	\$	29,960	\$	6,540	\$	23,420
SF - 70	1	1.40	1.4	0.51%	\$	38,131	\$	8,323	\$	38,131	\$	8,323	\$	29,808
Totals	329.0		273	100.00%	\$	7,430,116	\$	1,588,789						

<sup>\*</sup> Unit mix is subject to change based on marketing and other factors

<sup>\*\*</sup> Per Master Assessment Methodology

<sup>\*\*\*</sup>The will contribute approoximately \$5,841,218 of infrastructure not financed by the 2018 Bonds to complete the 329 units planned in Assessment Area 1. In addition, approximately \$7,714,010 of the 2018 Project, which represents the difference between the total estimated cost of the 2018 Project (\$15,144,126) and the maximum cost benefit allocated to Assessment Area One units (\$7,430,116) will be contributed by the Developer or financed by a future series of bonds.

TABLE 5
TOHOQUA COMMUNITY DEVELOPMENT DISTRICT
ALLOCATION OF TOTAL PAR DEBT TO EACH PRODUCT TYPE
SUPPLEMENTAL ASSESSMENT METHODOLOGY FOR ASSESSMENT AREA ONE

			Improvements Costs Per Product Improvement			ocation of Par ot Per Product	Par Debt Per		
Land Use	No. of Units *		Туре	Cost %	Туре		Unit		
Townhouse	101	\$	327,204	20.59%	\$	413,951	\$	4,099	
SF - 40	71	\$	337,691	21.25%	\$	427,218	\$	6,017	
SF - 45	88	\$	470,865	29.64%	\$	595,698	\$	6,769	
SF - 55	68	\$	444,706	27.99%	\$	562,603	\$	8,274	
SF - 70	1	\$	8,323	0.52%	\$	10,530	\$	10,530	
Totals	329	\$	1,588,789	100.00%	\$	2,010,000			

<sup>\*</sup> Unit mix is subject to change based on marketing and other factors

TABLE 6
TOHOQUA COMMUNITY DEVELOPMENT DISTRICT
PAR DEBT AND ANNUAL ASSESSMENTS FOR EACH PRODUCT TYPE
SUPPLEMENTAL ASSESSMENT METHODOLOGY FOR ASSESSMENT AREA ONE

Land Use	No. of Units *	 ocation of Par t Per Product Type	Tota	l Par Debt Per Unit	An	laximum nual Debt Service	As	t Annual Debt sessment er Unit	An:	Gross nual Debt sessment : Unit (1)
Townhouse	101	\$ 413,951	\$	4,099	\$	28,482	\$	282.00	\$	300.00
SF - 40	71	\$ 427,218	\$	6,017	\$	29,395	\$	414.01	\$	440.44
SF - 45	88	\$ 595,698	\$	6,769	\$	40,987	\$	465.76	\$	495.49
SF - 55	68	\$ 562,603	\$	8,274	\$	38,710	\$	569.27	\$	605.60
SF - 70	1	\$ 10,530	\$	10,530	\$	725	\$	724.52	\$	770.77
Totals	329	\$ 2,010,000			\$	138,299				

<sup>(1)</sup> This amount includes collection fees and early payment discounts when collected on the Osceola County Tax Bill

<sup>\*</sup> Unit mix is subject to change based on marketing and other factors

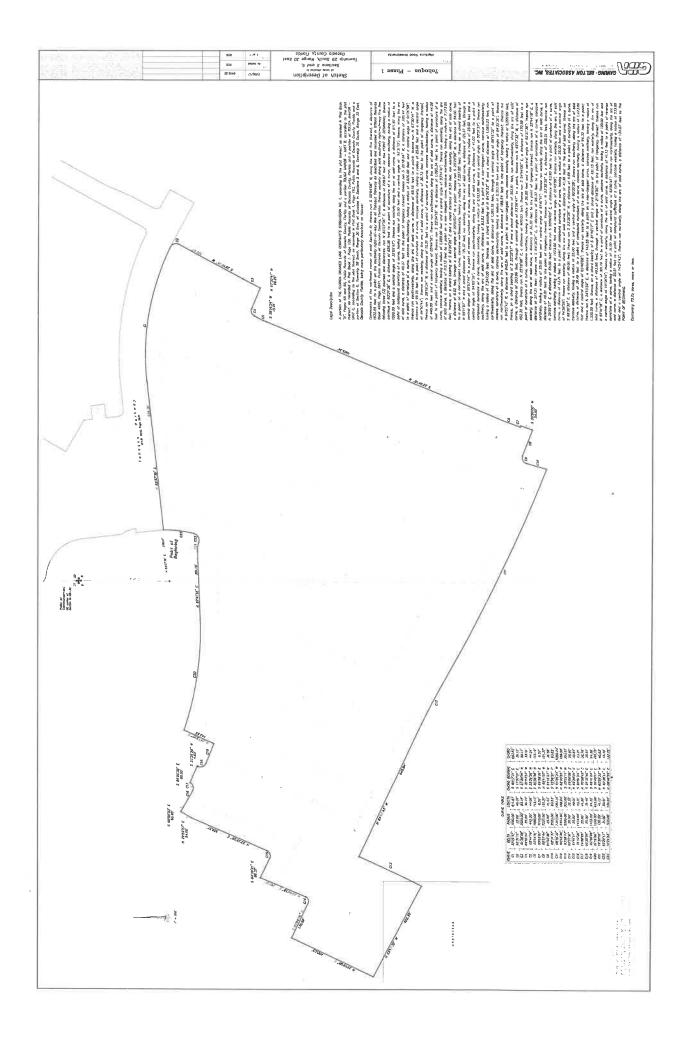
TABLE 7
TOHOQUA COMMUNITY DEVELOPMENT DISTRICT
PRELIMINARY ASSESSMENT ROLL
SUPPLEMENTAL ASSESSMENT METHODOLOGY FOR ASSESSMENT AREA ONE

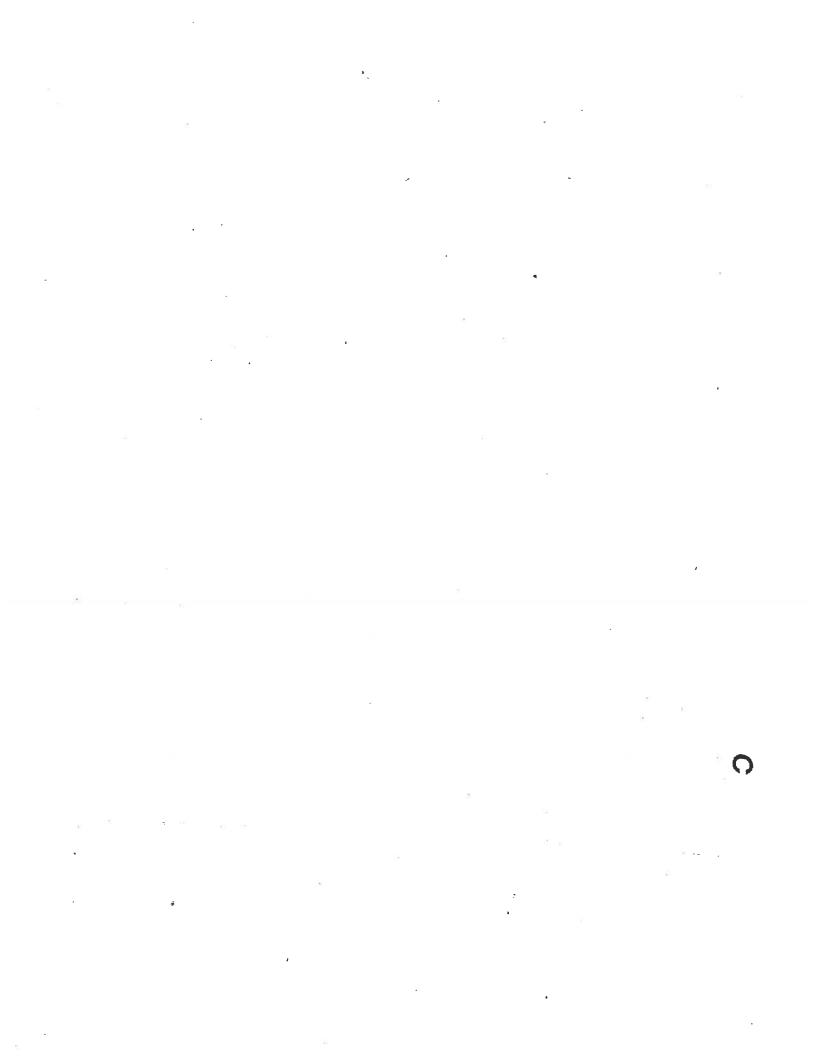
					Ne	t Annual			
			Total Par Debt			Debt		Gross Annual	
		Developabl	Allocation Per	Total Par Debt	Ass	sessment	Deb	t Assessment	
Owner	Property ID #'s*	e Acres	Acre	Allocated	Al	location	Al	location (1)	
Tohoqua Development Gr	oup, LLC See Legal Description	71.00	\$28,310	\$ 2,010,000	\$	138,299	\$	147,126	
Totals		71.00			\$	138,299	\$	147,126	

<sup>(1)</sup> This amount includes 6% to cover collection fees and early payment discounts when collected utilizing the uniform method.

Annual Assessment Periods	30
Projected Bond Rate (%)	5.50%
Maximum Annual Debt Service	\$138,299

<sup>\* -</sup> See Metes and Bounds, attached as Exhibit A





#### **RESOLUTION 2018-09**

A RESOLUTION OF TOHOQUA COMMUNITY DEVELOPMENT DISTRICT SUPPLEMENTING **ITS** RESOLUTION AUTHORIZING THE ISSUANCE OF ITS TOHOQUA COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2018 IN A PRINCIPAL AMOUNT OF NOT EXCEEDING \$2.5 MILLION FOR THE PRINCIPAL PURPOSE OF ACQUIRING AND CONSTRUCTING ASSESSABLE IMPROVEMENTS; DELEGATING TO THE CHAIRMAN OR VICE CHAIRMAN OF THE BOARD OF SUPERVISORS OF THE DISTRICT, SUBJECT TO COMPLIANCE WITH THE APPLICABLE PROVISIONS HEREOF, THE AUTHORITY TO AWARD THE SALE OF SUCH 2018 BONDS TO MBS CAPITAL MARKETS, LLC BY EXECUTING AND DELIVERING TO SUCH UNDERWRITER A BOND PURCHASE AGREEMENT AND APPROVING THE FORM THEREOF; APPROVING THE FORM OF AND AUTHORIZING THE **EXECUTION OF** THE **FIRST** SUPPLEMENTAL TRUST INDENTURE; APPROVING U.S. BANK NATIONAL ASSOCIATION AS THE TRUSTEE, BOND REGISTRAR AND PAYING AGENT FOR SUCH 2018 BONDS; MAKING CERTAIN FINDINGS; APPROVING FORM OF SAID 2018 BONDS; APPROVING FORM OF THE PRELIMINARY LIMITED **OFFERING MEMORANDUM AUTHORIZING** THE AND USE BY THE UNDERWRITER OF THE PRELIMINARY LIMITED **OFFERING** MEMORANDUM AND THE LIMITED OFFERING MEMORANDUM AND THE **EXECUTION** OF THE LIMITED **OFFERING** MEMORANDUM; APPROVING THE FORM OF THE CONTINUING DISCLOSURE AGREEMENT AND AUTHORIZING THE EXECUTION THEREOF: APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF AN ACQUISITION AGREEMENT. COMPLETION AGREEMENT, COLLATERAL ASSIGNMENT AND TRUE UP AGREEMENT; AUTHORIZING CERTAIN OFFICIALS OF TOHOQUA COMMUNITY DEVELOPMENT DISTRICT AND OTHERS TO TAKE ALL ACTIONS REQUIRED IN CONNECTION WITH THE ISSUANCE, SALE AND DELIVERY OF SAID 2018 BONDS; PROVIDING CERTAIN OTHER DETAILS WITH RESPECT TO SAID 2018 BONDS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Tohoqua Community Development District (the "District") is authorized by Florida Statutes, Chapter 190 (the "Act") and Ordinance No. 2017-57 of Osceola County, Florida, (the "Ordinance"), to issue its bonds for the purpose of acquiring and constructing assessable improvements all as provided in the Act and the Ordinance; and

WHEREAS, the District is authorized by the Act to make payments of principal, interest, and premium, if any, with respect to its bonds by levying and collecting special assessments on property located within the District and specially benefited by the assessable improvements to be financed with certain proceeds of its bonds; and

WHEREAS, the District pursuant to its Resolution 2017-21 as (the "First Resolution") authorized the issuance of its not exceeding \$94,500,000 principal amount of its special assessment revenue bonds (the "Bonds") in separate series for the purposes set forth in said First Resolution and approved the form of the Master Indenture (hereinafter defined) in substantially the form attached to the First Resolution; and

WHEREAS, the District has not previously issued any Bonds; and

WHEREAS, the Bonds were validated by final judgments rendered by the Circuit Court in and for Osceola County, Florida on December 5, 2017; and

WHEREAS, the District now desires to supplement the First Resolution, to authorize the issuance of and award the sale of its Special Assessment Revenue Bonds, Series 2018 (the "2018 Bonds") in a principal amount not exceeding \$2.5 Million, to approve the Supplemental Indenture (hereinafter defined) and to provide for various other matters relating to the issuance of the 2018 Bonds; and

WHEREAS, the Board of Supervisors of the District (the "Board") has received from MBS Capital Markets, LLC (the "Underwriter") a proposal in the form of a Bond Purchase Agreement (the "Contract") for the purchase of the 2018 Bonds and the Board has determined that acceptance of such proposal and the sale of the 2018 Bonds to the Underwriter is in the best interest of the District for the reasons hereafter indicated;

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

**SECTION 1. Definitions.** All words and phrases used herein in capitalized form, unless otherwise defined herein, shall have the meaning ascribed to them in the Indenture (hereinafter defined).

**SECTION 2. Authorization**. There is hereby authorized to be issued the 2018 Bonds in a principal amount not exceeding \$2,500,000. The 2018 Bonds shall be issued under and secured by that Master Trust Indenture (the "Master Indenture") as supplemented by that First Supplemental Trust Indenture (the "Supplemental Indenture") both by and between the District and U.S. Bank National Association, as trustee (the "Trustee") (the Master Indenture and the Supplemental Indenture are referred to collectively as the "Indenture"). The proceeds of the 2018 Bonds shall be used for the purposes set forth in the Supplemental Indenture and the Limited Offering Memorandum (hereinafter defined).

SECTION 3. Approval of Supplemental Indenture. The Supplemental Indenture is hereby approved in substantially the form set forth as Exhibit A hereto and the Chairman or the Vice Chairman of the Board are hereby authorized and directed to execute and deliver such Supplemental Indenture on behalf of and in the name of the District and the Secretary or any Assistant Secretary of the Board is hereby authorized to attest such execution, with such additions and deletions therein as may be made and approved by the Chairman or the Vice Chairman executing the same, such execution to be conclusive evidence of such approval. The Trustee is hereby approved to serve as Trustee, Bond Registrar and Paying Agent under such Supplemental Indenture.

**SECTION 4.** Negotiated Sale. The Board hereby determines that a negotiated sale of the 2018 Bonds to the Underwriter is in the best interest of the District because of prevailing market conditions, because delays caused by soliciting competitive bids could adversely affect the District's ability to issue and deliver the 2018 Bonds at presently favorable interest rates, and because the nature of the security for the 2018 Bonds and the sources of payment of debt service on the 2018 Bonds require the participation of an underwriter in structuring the bond issue.

SECTION 5. Contract Approved. The Board hereby approves the Contract submitted by the Underwriter in substantially the form attached as Exhibit B hereto. The Chairman or Vice Chairman of the Board is hereby authorized to execute the Contract and to deliver the Contract to the Underwriter with such changes, amendments, modifications, omissions and additions as may be approved by the executing Chairman or Vice Chairman; provided that (i) the principal amount of the 2018 Bonds shall not exceed \$2,500,000; (ii) the interest rate on none of the 2018 Bonds will exceed six percent (6.0%) per annum; (iii) the Underwriter's discount shall not exceed the greater of two percent (2.0%) of the principal amount of the 2018 Bonds or \$50,000 exclusive of the fee and expenses of Underwriter's Counsel; (iv) the 2018 Bonds shall be subject to optional redemption no later than May 1, 2028 at a Redemption Price not in excess of 100% of the principal amount to be redeemed plus accrued interest to the redemption date; and (v) the final maturity of the 2018 Bonds shall be no later than May 1, 2049.

SECTION 6. Preliminary Limited Offering Memorandum and Limited Offering Memorandum. The District hereby approves the Preliminary Limited Offering Memorandum in substantially the form attached hereto as Exhibit C (the "Preliminary Limited Offering Memorandum") and authorizes its distribution and use by the Underwriter in connection with the offering for the sale of the 2018 Bonds. If between the date hereof and the mailing of the Preliminary Limited Offering Memorandum it is necessary to make insertions, modifications and changes to the Preliminary Limited Offering Memorandum, the Chairman or Vice Chairman is hereby authorized to approve such insertions, changes and modifications, and, the Chairman or Vice Chairman is hereby authorized to deem the Preliminary Limited Offering Memorandum "final" within the meaning of Rule 15c2-12 of the Securities and Exchange Commission (the "Rule") under the Securities Exchange Act of 1934, in the form as mailed and in furtherance thereof to execute a certificate evidencing same. The preparation of a final Limited Offering Memorandum is hereby approved and the Chairman or Vice Chairman is hereby authorized to execute such final Limited Offering Memorandum to be dated the date of the award of the 2018 Bonds and, upon such award, to deliver the same to the Underwriter for use by it in connection with the sale and distribution of the 2018 Bonds. The Limited Offering Memorandum shall be substantially in the form of the final Preliminary Limited Offering Memorandum, with such changes as shall be approved by the Chairman or Vice Chairman as necessary to conform to the details of the 2018 Bonds and such other insertions, modifications and changes as may be approved by the Chairman or Vice Chairman. The execution and delivery of the Limited Offering Memorandum by the Chairman or Vice Chairman shall constitute evidence of the approval thereof. The District hereby authorizes the use of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum and the information contained therein in connection with the offering and sale of the 2018 Bonds.

**SECTION 7. Form of 2018 Bonds**. The 2018 Bonds shall be in substantially the form as set forth in an exhibit to the Supplemental Indenture, with such additions, deletions and other

changes thereto as the officials of the Board executing the 2018 Bonds shall approve, such approval to be conclusively evidenced by the execution of the 2018 Bonds (by manual or facsimile signature) by such officials. The Board hereby authorizes and approves the use of a facsimile of the District seal on the 2018 Bonds.

**SECTION 8.** Continuing Disclosure Agreement. The form and content of the Continuing Disclosure Agreement (the "Disclosure Document") relating to the 2018 Bonds attached hereto as **Exhibit D** is hereby approved. The Chairman or Vice Chairman and the Secretary or any Assistant Secretary are hereby authorized to execute on behalf of the District the Disclosure Document in substantially the form attached hereto, with such additions, deletions, and other changes as may be necessitated by applicable law, this Resolution and the Contract as such officers may approve (such approval to be conclusively evidenced by their execution of the Disclosure Document).

SECTION 9. Approval of Acquisition Agreement, Completion Agreement, Collateral Assignment and True-Up Agreement. The Acquisition Agreement, Completion Agreement, Collateral Assignment and True-Up Agreement are hereby approved in substantially the form set forth in composite Exhibit E hereto and the Chairman or the Vice Chairman of the Board is hereby authorized and directed to execute and deliver such documents on behalf of and in the name of the District and the Secretary or any Assistant Secretary of the Board is hereby authorized to attest such execution, with such additions and deletions therein as may be made and approved by the Chairman or the Vice Chairman executing the same, such execution to be conclusive evidence of such approval.

**SECTION 10. Open Meetings.** It is hereby found and determined that all official acts of this Board concerning and relating to the issuance, sale, and delivery of the 2018 Bonds, including but not limited to adoption of this Resolution, were taken in open meetings of the members of the Board and all deliberations of the members of the Board that resulted in such official acts were in meetings open to the public, in compliance with all legal requirements including, but not limited to, the requirement of Florida Statutes, Section 286.011.

SECTION 11. Other Actions. The Chairman, the Vice Chairman, the Secretary, any Assistant Secretary and the District Manager of the District, and any authorized designee thereof (collectively, the "District Officers"), Akerman LLP, as Bond Counsel, Latham, Shuker, Eden & Beaudine, LLP the District's General Counsel, and any other consultant or experts retained by the District, are hereby authorized and directed to take all actions necessary or desirable in connection with the issuance and delivery of the 2018 Bonds and the consummation of all transactions in connection therewith. The District Officers are hereby authorized and directed to execute all necessary or desirable certificates, documents, papers, and agreements necessary to the undertaking and fulfillment of all transactions referred to in or contemplated by the Supplemental Indenture, the Preliminary Limited Offering Memorandum, the Limited Offering Memorandum, this Resolution, the Disclosure Document and the Contract.

**SECTION 12.** Approval of Prior Actions. All actions taken to date by the members of the Board and the officers, agents, and employees of the District in furtherance of the issuance of the Bonds are hereby approved, confirmed and ratified.

**SECTION 13. Inconsistent Resolutions and Motions.** All prior resolutions of the Board inconsistent with the provisions of this Resolution are hereby modified, supplemented and amended to conform with the provisions herein contained and, except as so modified, supplemented and amended hereby, shall remain in full force and effect.

**SECTION 14.** Severability. If any section, paragraph, clause or provision of this Resolution shall be held to be invalid or ineffective for any reason, the remainder of this Resolution shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this Resolution would have been adopted despite the invalidity or ineffectiveness of such section, paragraph, clause or provision.

**SECTION 15. Effective Date**. This Resolution shall become effective immediately upon its adoption.

ADOPTED this 3<sup>rd</sup> day of January, 2018.

# TOHOQUA COMMUNITY DEVELOPMENT DISTRICT

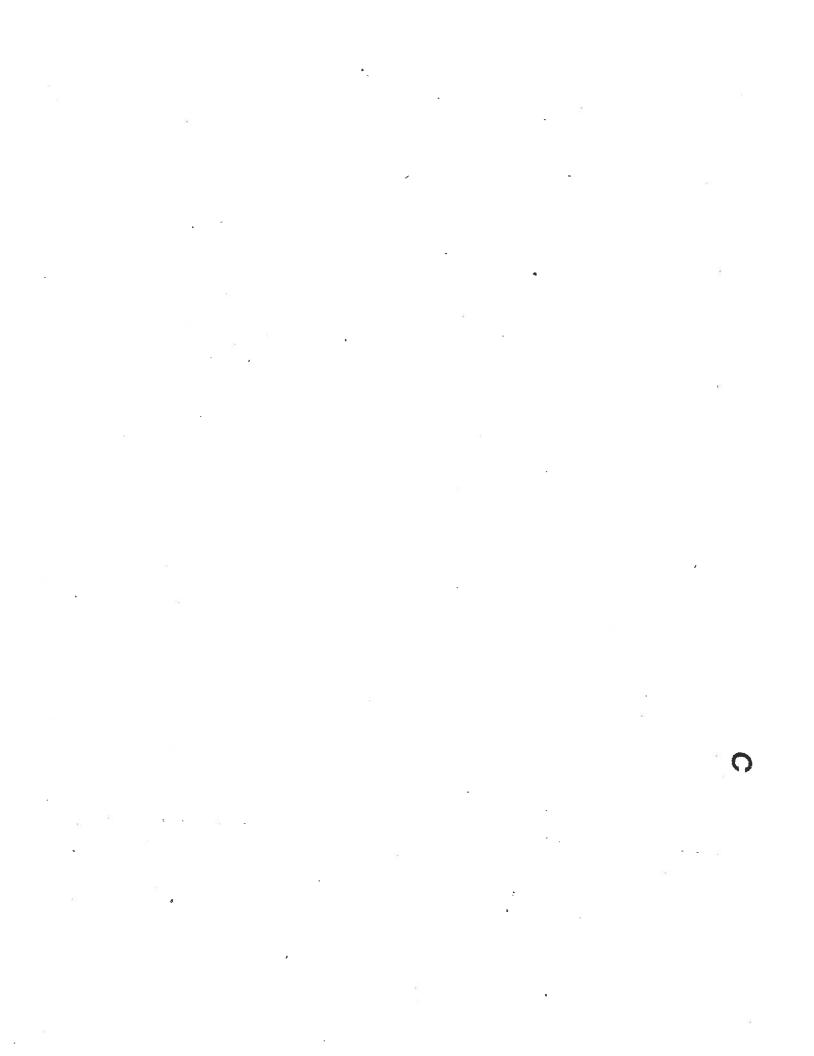
	By:	
ECTE A T 1	Chairman	
[SEAL] Attest:		
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By:		
Secretary		

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# TOHOQUA Community Development District

**Unaudited Financial Reporting November 30, 2017** 



# **Table of Contents**

1	Balance Sheet
2	General Fund Income Statement
3	Month to Month
4	Developer Contribution Schedule

## **TOHOQUA**

# COMMUNITY DEVELOPMENT DISTRICT BALANCE SHEET November 30, 2017

	General Fund
ASSETS:	
CASH	\$4,591
DUE FROM DEVELOPER	\$11,090
TOTAL ASSETS	\$15,680
LIABILITIES: ACCOUNTS PAYABLE	\$9,797
FUND EQUITY:	
FUND BALANCES:	
ASSIGNED FOR CAPITAL PROJECTS	
UNASSIGNED	\$5,883
TOTAL LIABILITIES & FUND EQUITY	\$15,680

## **TOHOQUA**

## COMMUNITY DEVELOPMENT DISTRICT

#### **GENERAL FUND**

Statement of Revenues & Expenditures

For The Period Ending November 30, 2017

	ADOPTED	PRORATED BUDGET	ACTUAL	
	BUDGET	THRU 11/30/17	THRU 11/30/17	VARIANCE
REVENUES:				
DEVELOPER CONTRIBUTIONS	\$98,199	\$16,367	\$20,253	\$3,886
TOTAL REVENUES	\$98,199	\$16,367	\$20,253	\$3,886
EXPENDITURES:				<u> </u>
ADMINISTRATIVE:				
SUPERVISOR FEES	\$9,600	\$1,600	\$0	\$1,600
FICA PAYABLE	\$734	\$122	\$0	\$122
ENGINEERING	\$12,000	\$2,000	\$0	\$2,000
ATTORNEY	\$25,000	\$4,167	\$3,016	\$1,150
MANAGEMENT FEES	\$35,000	\$5,833	\$5,833	\$0
INFORMATION TECHNOLOGY	\$1,100	\$183	\$519	(\$335)
TELEPHONE	\$300	\$50	\$0	\$50
POSTAGE	\$1,000	\$167	\$35	\$132
INSURANCE	\$5,665	\$5,665	\$5,000	\$665
PRINTING & BINDING	\$1,000	\$167	\$343	(\$177)
LEGAL ADVERTISING	\$5,000	\$833	\$9,771	(\$8,938)
OTHER CURRENT CHARGES	\$1,000	\$167	\$0	\$167
OFFICE SUPPLIES	\$625	\$104	\$51	\$53
DUES, LICENSE & SUBSCRITIONS	\$175	\$175	\$175	\$0
TOTAL EXPENDITURES	\$98,199	\$21,233	\$24,744	(\$3,510)
EXCESS REVENUES (EXPENDITURES)	\$0		(\$4,491)	
·	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		(44,491)	
FUND BALANCE - Beginning	\$0		\$10,374	
FUND BALANCE - Ending	\$0		\$5,883	

TOHOQUA COMMUNITY DEVELOPMENT DISTRICT

	OCT	Nov	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	TOTAL
REVENUES:										200	7,00	JL1 1	TOTAL
DEVELOPER CONTRIBUTIONS	\$9,163	\$11,090	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$20,253
TOTAL REVENUES	59,163	511,090	50	\$0	50	50	\$0	\$0	šo	50	50	\$0	\$20,253
EXPENDITURES:													
AMINISTRATIVE													
SUPERVISOR FEES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FICA EXPENSE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	50	\$0
ENGINEERING	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
ATTORNEY	\$1,943	\$1,074	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,016
MANAGEMENT FEES	\$2,917	\$2,917	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,833
INFORMATION TECHNOLOGY	\$100	\$419	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$519
TELEPHONE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$O	\$0
POSTAGE	\$13	\$21	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	ŚO	\$35
INSURANCE	\$5,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	50	\$5,000
PRINTING & BINDING	\$252	\$91	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	50	\$0	\$343
LEGAL ADVERTISING	\$9,771	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	ŚO	\$9,771
OTHER CURRENT CHARGES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
OFFICE SUPPLIES	\$41	\$10	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	ŚO	\$0	\$51
DUES, LICENSES & SUBSCRIPTIONS	\$175	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$175
TOTAL EXPENDITURES	\$20,212	\$4,532	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$24,744
EXCESS REVENUES (EXPENDITURES)	(\$11,049)	\$6,558	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	(\$4,491)

TOHOQUA **COMMUNITY DEVELOPMENT DISTRICT DEVELOPER CONTRIBUTIONS/DUE FROM DEVELOPER** 

FUNDING REQUEST	PREPARED DATE	PAYMENT RECEIVED	CHECK AMOUNT	TOTAL FUNDING		GENERAL FUND		GENERAL FUND		OVER AND (SHORT)
#		DATE	 	REQUEST	PO	RTION (FY17)	PO	RTION (FY18)	BA	LANCE DUE
1	9/18/17	10/3/17	\$ 15,665.00	\$ 15,665.00	\$	10,000.00	\$	5,665.00	\$	_
1	10/25/17	11/17/17	\$ 5,342.94	\$ 5,342.94	\$	1,844.90	\$	3,498.04	\$	-
2	11/29/17			\$ 11,089.54	\$	-	\$	11,089.54	\$	11,089.54
DUE FROM DE	VELOPER		\$ 21,007.94	\$ 32,097.48	\$	11,844.90	\$	20,252.58	\$	11,089.54
TOTAL DEVELO	OPER CONTRIRI	ITIONS EV19					ċ	20 252 50	ê	

TOTAL DEVELOPER CONTRIBUTIONS FY18

20,252.58

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## Tohoqua

## **Community Development District**

FY18 Funding Request #2 November 29, 2017

	Governmental Management Services Inv# 2 - Management Fees - November 2017  Latham, Shuker, Eden & Beaudine, LLP Inv# 78726 - Legal Counsel - October 2017  Orlando Sentinel Media Group Inv# 003431025 - Legal Advertising - October 2017  Supervisor Fees November 1, 2017 Andre Vidrine	G	eneral Fund FY2018
1	Governmental Management Services		
		\$	3,457.76
2	Latham, Shuker, Eden & Beaudine, LLP		
	Inv# 78726 - Legal Counsel - October 2017	\$	1,942.52
3	Orlando Sentinel Media Group		
	Inv# 003431025 - Legal Advertising - October 2017	\$	5,043.36
4	Supervisor Fees		
	November 1, 2017		
	Andre Vidrine	\$	215.30
	James Dowd	\$	215.30
	Marcus Hooker	\$	215.30

Total:	\$ 11,089.54

<sup>\*</sup> Represents Legal Advertising Contribution needed after \$5,000 initial contribution made with FY17 Funding Request 1.

Please make check payable to:

**Tohoqua Community Development District** 135 West Central Blvd, Suite 320 Orlando, FL 32801 Wire Funds To:

Tohoqua Community Development District
SunTrust Bank, NA
ABA# 061000104
Acct# 1000193640074
Contact: Kelly Lawler
(407) 237-1072

## **GMS-Central Florida, LLC**

1001 Bradford Way Kingston, TN 37763

# Invoice

invoice #: 2

Invoice Date: 11/1/17 Due Date: 11/1/17

Case:

P.O. Number:

#### Bill To:

Tohoqua CDD 135 West Central Blvd. Suite 320 Orlando, FL 32801



Description	Hours/Qty	Rate	Amount
Management Fees - November 2017 Information Technology - November 2017 Domain Registration Office Suppiles Postage Copies	, industry	2,916.66 100.00 318.69 10.36 21.30 90.75	2,916.66 100.00 318.69 10.36 21.30
	Total Payments	6/Credits	\$3,457.76 \$0.00
	Balance [	Due	\$3,457.76

# LATHAM, SHUKER, EDEN & BEAUDINE, LLP

ATTORNEYS AT LAW

111 N. MAGNOLIA AVE, STE 1400 ORLANDO, FLORIDA 32801 POST OFFICE BOX 3353 ORLANDO, FLORIDA 32802 TELEPHONE: (407) 481-5800 FACSIMILE: (407) 481-5801

November 13, 2017

Tohoqua Community Development District c/o GMS 135 West Central Blvd., Suite 320 Orlando, FL 32801

## INVOICE

Matter ID: 8249-001

General

Invoice # 78726 Federal ID # 59-3366512

#### For Professional Services Rendered:

10/03/2017	ACD	Resesarch issues related to the school site, perform research, schedule conference call.	1.20 իг	\$264.0	
10/05/2017	ACD	Review and complete research issues relating to financing and school site, attend telephone conference on various financing issues.	2.10 hr	\$462.0	
10/10/2017	JAC	Telephone calls and emails with Bond Counsel and GMS regarding resolutions; emails with underwriter regarding meeting schedule.	0.40 hr	\$134.0	
10/19/2017	ACD	Contact Osceola County regarding Interlocal Agreement; update and transmit Agreement.	0.40 hr	\$88.0	
10/25/2017	ACD	Draft and transmit Resolution 2018-03 ratifying Interlocal Agreement with County.	0.90 hr	\$198.0	
10/26/2017	JAC	Prepare resolutions for board meeting; emails from District Manager and Bond Counsel.	0.60 hr	\$201.0	
10/26/2017	ACD	Review draft agenda and minutes for upcoming meeting.	0.50 hr	\$110.0	
10/27/2017	ACD	Draft & transmit Resolution 2018-07 Levy of Assessments.	1.40 hr	\$308.0	
10/30/2017	ACD	Correspond with County via email regarding Interlocal Agreement.	0.20 hr	\$44.0	
10/30/2017	jms	Compiled and send five new board member packets out	0.80 hr	\$32.00	
		Total Professional So	ervices:	\$1,841.00	
or Disburse	ments li	ncurred:			
10/12/2017		Check # 44460 JAN CARPENTER; Disbursement for JAC/8249-001/Travel to Organizational Board meeting on 09.25.17		<b>\$2</b> 3.22	
10/31/2017		Document Reproduction Expense		\$45.60	
10/31/2017		Document Reproduction Expense			
		Total Disbursements In	curred:	\$101.52	

November 13, 2017

Matter ID: 8249-001

## Invoice # 78726 Federal ID # 59-3366512

## INVOICE SUMMARY

F	For Professional Services: For Disbursements Incurred:			
	New Charges this Invoice:		\$1,942.52	
	Previous Balance:		\$1,199.00	
Less Payr	nent and Credits Received:		\$0.00	
	Outstanding Balance:		\$1,199.00	
Plus	New Charges this Invoice:		\$1,942.52	
Billed Through: October 31, 2017	Total Due:		\$3,141.52	



PO Box 100608 Atlanta, GA 30384-0608

adbilling@tronc.com 844-348-2445

INVOICE/SUMMARY

## Invoice & Summary

Billed Account Name: Billed Account Number: Invoice Number:

Amount: Billing Period:

Tohogua Cdd CU00619344 003431025 \$8,601.42 ECEIVE 10/01/17 - 10/31/17 11/30/17

Due Date:

Page 1 of 4

501-210-513-42

BY:	
-----	--

Invoic	e & Summar	y Details		温度 医克里斯
Date	tronc Reference #	Description	Ad Size/ Units Rate	Gross Total
10/20/17 10/20/17		Payment Received:Ref# 000000000000000000000000000000000000		-271.92 -1,170.02
V09/30/17	OSCM334321	Current Activity Classified Listings, Online Public Meetings for Fiscal Year 2018 5217539	_	271.92
10/02/17	OSCM335391	Classified Listings, Online Wednesday, October 25, 2017 5220621		522.51
10/02/17	OSCM335393	Classified Listings, Online Rules of Procedure 5220760		222.50

Account Summ	ary		The last the same of		
Current	1-30	31-60	61-90	91+	Unapplied Amount
8,601.42	0.00	0.00	0.00	0.00	0.00











Please detach and return this portion with your payment.



PO Box 100608 Atlanta, GA 30384-0608

Return Service Requested

#### Remittance Section

Billed Period: Billed Account Name: **Billed Account Number:** Invoice Number:

10/01/17 - 10/31/17

Tohoqua Cdd CU00619344 003431025

For questions regarding this billing, or change of address notification, please contact Customer Care:

8007005099 PRESORT 5099 1 AB 0.400 P1C20 <B>

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TOHOQUA CDD STACIE VANDERBILT 135 W CENTRAL BLVD STE 320 ORLANDO FL 32801-2435

Orlando Sentinel PO Box 100608 Atlanta, GA 30384-0608

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Invoice	& Summary	y Details		進出。		
Date	tronc Reference#	Description	Ad Size/ Units	Rate	Gross	Total
10/03/17	OSCM335392	Classified Listings, Online Tuesday, November 1, 2017 at 9:00 a.m., 5220846			Amount	425.01
10/04/17 1/0/25/17	OSCM338967	Classified Listings, Online Intent To Use The Uniform Method Of Coll 5225190				1,325.00
10/09/17 10/16/17	OSCM338023	Classified Listings, Online November 1, 2017 at 9:00 AM 5235216				636.34
10/11/17	OSC0510296	Orlando Sentinel Display Tohoqua CDD Display Notice 5237056-1-0	1/2V (3 x 21)	31.20		1,965.60
10/11/17	OSC0510296	Orlandosentinel.com Online Tohoqua CDD Display Notice 5237056-3-0		100,000.0 0		100.00
V10/11/17 V10/18/17	OSCM338080	Classified Listings, Online November 1, 2017 at 9:00 a.m. 5239117				538.84
10/11/17	OSCM338024	Classified Listings, Online Resolution No. 2017-19 5235152				1,970.04
¥0/18/17 - \$	OSC0511529	Orlando Sentinel Display Tohoqua CDD Display Notice 5237056-2-0	1/2V (3 x 21)	31.20		1,965.60
10/18/17	OSC0511529	Orlandosentinel.com Online Tohoqua CDD Display Notice 5237056-4-0		100,000.0 0		100.00
		Total Current Advertising			1	0,043.36



#### STATE OF FLORIDA

#### COUNTY OF OSCEOLA

Before the undersigned authority personally appeared Maria Torres / Jennifer Carter / Tina L. Robinson, who on oath says that he or she is an Advertising Representative of the ORLANDO SENTINEL, a DAILY newspaper published at the ORLANDO SENTINEL in ORANGE County, Florida; that the attached copy of advertisement, being a Legal Notice in the matter of 11150-Public Hearing Notice, Public Meetings for Fiscal Year 2018 was published in said newspaper in the issues of Sep 30, 2017.

Affiant further says that the said ORLANDO SENTINEL is a newspaper published in said ORANGE County, Florida, and that the said newspaper has heretofore been continuously published in said ORANGE County, Florida, each day and has been entered as periodicals matter at the post office in ORANGE County, Florida, in said ORANGE County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Ina L. Robinson
Signature of Affiant

Printed Name of Affiant

Sworn to and subscribed before me on this 2 day of October, 2017, by above Affiant, who is personally known to me (X) or who has produced identification ().

Signature of Notary Public

CHERYL ALLI
MY COMMISSION # FF940044
EXPIRES November 30 2019





#### STATE OF FLORIDA

#### COUNTY OF OSCEOLA

Before the undersigned authority personally appeared Maria Torres / Tina L. Robinson / Jennifer Carter, who on oath says that he or she is an Advertising Representative of the ORLANDO SENTINEL, a DAILY newspaper published at the ORLANDO SENTINEL in ORANGE County, Florida; that the attached copy of advertisement, being a Legal Notice in the matter of 11120-Advertisement for Bid, Wednesday, October 25, 2017 at 2:00 p.m. was published in said newspaper in the issues of Oct 02, 2017.

Affiant further says that the said ORLANDO SENTINEL is a newspaper published in said ORANGE County, Florida, and that the said newspaper has heretofore been continuously published in said ORANGE County, Florida, each day and has been entered as periodicals matter at the post office in ORANGE County, Florida, in said ORANGE County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Signature of Affiant

Printed Name of Affiant

Sworn to and subscribed before me on this 3 day of October, 2017, by above Affiant, who is personally known to me (X) or who has produced identification ().

Signature of Notary Public

CHERYL ALLI
MY COMMISSION # FF940044
EXPIRES November 30 2018
Portsi Noter/Service com

Name of Notary, Typed, Printed, or Stamped

ENUIST FOR CHAUFICATIONS FOR ENGINEERS SHOULD SHOUL

The Tabacau Corruspunty Development Destrict ("District"), located in Descape County, canaparces but professional snaineering services will be required on a continuing basis for the District's participated control of the District's participated control of the District's participated control of the District participated control of the Comment of the

Arry firm or individuol ("Asselfanse desiring in provide professional desiring in provide professional services to the District must 11 head applicable federal, state and siccol licenses 21 be authorized to business in Priorized in occardance to business in Priorized in occardance to business in Provide in the Business in Priorized in occardance and the services in the services in the priorized in the priorized in the services of the soulifications asserted services. As a service of the services of the se

District Engineer for one community development districts and post experience with Oscasio Country of the post result of the post result of the control of the Applicant; or of the Applicant of the Applicant; or of the Applicant of the Ap

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The Board shall aslect and ronk the Apolicants using the requirements as ferth in the CKNA and the washoot or reterior on the with the District Manager, and the Mishest ranked Manager, and the Mishest ranked the same of the Country of the Country

The District exerves the right to relect only and all oblitication in thermeth. Additionally, there is no express or implied collisions for the District is reimburse Applicants for any expenses reimburse Applicants for any expenses especially with the preparation and submitted of the Qualification.

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George S. Filmt
District Management Services Governmental Management Services Central Florida, LLC
06.200(1) 1860(1)



#### STATE OF FLORIDA

#### COUNTY OF OSCEOLA

Before the undersigned authority personally appeared Maria Torres / Tina L. Robinson / Jennifer Carter, who on oath says that he or she is an Advertising Representative of the ORLANDO SENTINEL, a DAILY newspaper published at the ORLANDO SENTINEL in ORANGE County, Florida; that the attached copy of advertisement, being a Legal Notice in the matter of 11200-Misc. Legal, Rules of Procedure was published in said newspaper in the issues of Oct 02, 2017.

Affiant further says that the said ORLANDO SENTINEL is a newspaper published in said ORANGE County, Florida, and that the said newspaper has heretofore been continuously published in said ORANGE County, Florida, each day and has been entered as periodicals matter at the post office in ORANGE County, Florida, in said ORANGE County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Signature of Affiant

Printed Name of Affiant

Sworn to and subscribed before me on this 3 day of October, 2017, by above Affiant, who is personally known to me (X) or who has produced identification ().

Signature of Notary Public

CHERYL ALLI
MY COMMISSION # FF940044
EXPIRES November 30 2019
FortenboraryService.com

Name of Notary, Typed, Printed, or Stamped

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#### STATE OF FLORIDA

#### COUNTY OF OSCEOLA

Before the undersigned authority personally appeared

Maria Torres, who on oath says that he or she is an Advertising Representative of
the ORLANDO SENTINEL, a DAILY newspaper published at the ORLANDO
SENTINEL in ORANGE County, Florida; that the attached copy of advertisement,
being a Legal Notice in the matter of 11200-Misc. Legal, Tuesday, November 1,
2017 at 9:00 a.m. was published in said newspaper in the issues of Oct 03, 2017.

Affiant further says that the said ORLANDO SENTINEL is a newspaper published in said ORANGE County, Florida, and that the said newspaper has heretofore been continuously published in said ORANGE County, Florida, each day and has been entered as periodicals matter at the post office in ORANGE County, Florida, in said ORANGE County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Signature of Affiant

Printed Name of Affiant

Sworn to and subscribed before me on this 4 day of October, 2017, by above Affiant, who is personally known to me (X) or who has produced identification ().

Signature of Notiny Public

A MY

WANDA W WIGGINS
MY COMMISSION # GG085341
EXPIRES January 24, 2021



#### STATE OF FLORIDA

#### COUNTY OF OSCEOLA

Before the undersigned authority personally appeared Cheryl Alli / Aracelis Crespo, who on oath says that he or she is an Advertising Representative of the ORLANDO SENTINEL, a DAILY newspaper published at the ORLANDO SENTINEL in ORANGE County, Florida; that the attached copy of advertisement, being a Legal Notice in the matter of 11200-Misc. Legal, Intent To Use The Uniform Method Of Collecting Non-Ad Valorem Assessments was published in said newspaper in the issues of Oct 04, 2017; Oct 11, 2017; Oct 18, 2017; Oct 25, 2017.

Affiant further says that the said ORLANDO SENTINEL is a newspaper published in said ORANGE County, Florida, and that the said newspaper has heretofore been continuously published in said ORANGE County, Florida, each day and has been entered as periodicals matter at the post office in ORANGE County, Florida, in said ORANGE County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Signature of Affiant

CHEP L DUT

Sworn to and subscribed before me on this 25 day of October, 2017, by above Affiant, who is personally known to me (X) or who has produced identification ().

Signature of Notary Public

WANDA W WIGGINS MY COMMISSION # GG085341 EXPIRES January 24, 2021

Name of Notary, Typed, Printed, or Stamped

DEVELOPMENT DESTRICT OF THE DESTRICT SHEET TO USE THE UNITED SHEET THE USE THE UNITED SHEET TO SHEET THE S

10/4, 10/11, 10/14, 10/25/2017



#### STATE OF FLORIDA

#### COUNTY OF OSCEOLA

Before the undersigned authority personally appeared Aracelis Crespo / Cheryl Alli, who on oath says that he or she is an Advertising Representative of the ORLANDO SENTINEL, a DAILY newspaper published at the ORLANDO SENTINEL in ORANGE County, Florida; that the attached copy of advertisement, being a Legal Notice in the matter of 11150-Public Hearing Notice, November 1, 2017 at 9:00 AM was published in said newspaper in the issues of Oct 09, 2017; Oct 16, 2017.

Affiant further says that the said ORLANDO SENTINEL is a newspaper published in said ORANGE County, Florida, and that the said newspaper has heretofore been continuously published in said ORANGE County, Florida, each day and has been entered as periodicals matter at the post office in ORANGE County, Florida, in said ORANGE County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Signature of Affiant

Hraceli's Cresec

Sworn to and subscribed before me on this 18 day of October, 2017, by above Affiant, who is personally known to me (X) or who has produced identification ().

Signature of Notar Public

WANDA W WIGGINS
MY COMMISSION # GG066341
EXPIRES January 24, 2021



### HJU

## The Orlando Sentinel

633 North Orange Avenue MP 132 Orlando, FL 32801

Tohoqua CDD #CU00619344

To: Stacle Vanderbilt

This is to confirm that the advertisement for Tolioqua CDD published in The Orlando Sentinel on the following date.

Publication Date: Wednesday, October 11, 2017

Section: Main

Caption: Tohoqua CDD Display Notice

Size: 3 columns x 21

Job #5237056

Should you need further information, please feel free to contact me.

Sincerely,

Sharon McDowell Account Representative Assistant The Orlando Sentinel

State of Florida County of Orange

The foregoing instrument was acknowledged before me this 18th day of October 2017, by Sharon McDowell, who is personally known to me.

Notary Public

State of Florida at Large

WANDA W WIGGINS
WY COMMISSION # GG065241
EXPIRES January 24, 2021

### Jolie, Paltrow add voices to Weinstein allegations

3 others accuse Weinstein of rape as scandal widers by Juny Comm

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Bell Ringers for The Salvation Army Red Kettles

Please complete application at:

Orange County:

Orange County: The Salvation Army, 416 West Colonial Drive, Orlando, Florida Mon. – Fri. / 8:30 a.m. – 4:30 p.m.

Osceola County: Iglesia Principe de Paz 824 N. Hoagland Ave. Kissimmee, FL, 34741 Mon. – Thur. / 9:30 a.m. - 3:30 p.m.





Nov. 17 – Dec. 23, 2017 \$8,20 hr 33 to 40 hours per week.

More Information: 407-423-8581

MUTICE OF PUBLIC HEARING TO CONSIDER THE IMPOSITION OF EPENAL ASSESSMENTS PURSUANT TO SECTION 17827, PLORIDA STATUTES, BY THE TOMODUA COMMINITY SEVELOPMENT DISTRICT

MITTLE OF PUBLIC HEARING TO CONSIDER THE ADOPTION OF ASSESSMENT ROLL PURSUANT TO SECTION 1973, 9522(4)(4), FLORIDA STATUTER, BY THE TOHOUGH COMMINITY SEVELOPMENT CHETRICT

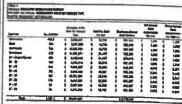
#### NOTICE OF MEETING OF THE TOHOGUA COMMUNITY DEVELOPMENT DUSTRICT

The Recognic Community Geologicane (Beinfel) Based of Baseconium (Tamer) and hadd possibilities in Wischmann, Recognic 17, 2017 of 400 feets, for with Basedo Brownia, Basedon (Tamer). The 400 feets of Baselon (Tamer) and Tamer (

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Saurgo I. Pitre District Manager

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#### STATE OF FLORIDA

#### COUNTY OF OSCEOLA

Before the undersigned authority personally appeared Aracelis Crespo / Cheryl Alli, who on oath says that he or she is an Advertising Representative of the ORLANDO SENTINEL, a DAILY newspaper published at the ORLANDO SENTINEL in ORANGE County, Florida; that the attached copy of advertisement, being a Legal Notice in the matter of 11150-Public Hearing Notice, November 1, 2017 at 9:00 a.m. was published in said newspaper in the issues of Oct 11, 2017; Oct 18, 2017.

Affiant further says that the said ORLANDO SENTINEL is a newspaper published in said ORANGE County, Florida, and that the said newspaper has heretofore been continuously published in said ORANGE County, Florida, each day and has been entered as periodicals matter at the post office in ORANGE County, Florida, in said ORANGE County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

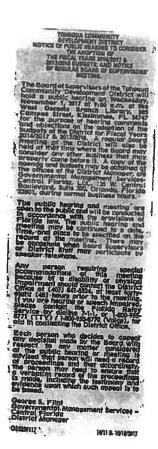
Signature of Afficient

Arocelis crespo Printed Name of Affiant

Sworn to and subscribed before me on this 18 day of October, 2017, by above Affiant, who is personally known to me (X) or who has produced identification ().

Signature of Notary Public

WANDA W WIGGINS
MY COMMISSION # GG065341
EXPIRES January 24, 2021





#### STATE OF FLORIDA

#### COUNTY OF OSCEOLA

Before the undersigned authority personally appeared Aracelis Crespo / Cheryl Alli, who on oath says that he or she is an Advertising Representative of the ORLANDO SENTINEL, a DAILY newspaper published at the ORLANDO SENTINEL in ORANGE County, Florida; that the attached copy of advertisement, being a Legal Notice in the matter of 11220-2 Column Legals, Resolution No. 2017-19 was published in said newspaper in the issues of Oct 11, 2017; Oct 18, 2017.

Affiant further says that the said ORLANDO SENTINEL is a newspaper published in said ORANGE County, Florida, and that the said newspaper has heretofore been continuously published in said ORANGE County, Florida, each day and has been entered as periodicals matter at the post office in ORANGE County, Florida, in said ORANGE County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Signature of Affirmt

Printed Name of Affiant

Sworn to and subscribed before me on this 18 day of October, 2017, by above Affiant, who is personally known to me (X) or who has produced identification ().

Signature of Notary Public

WANDA W WIGGINS
MY COMMISSION # GG055341
EXPIRES January 24, 2021



#### Sold To:

Tohoqua CDD - CU00619344 135 W Central Blvd Ste 320 Orlando, FL, 32801-2435

#### Bill To:

Tohogua CDD - CU00619344 135 W Central Blvd Ste 320 Orlando, FL, 32801-2435 Attn: Stacie Vanderbilt

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE TOHOUS COMMUNITY DEVELOPMENT DISTRICT IN THE OCCEDIA

nature of the Cepital Improvement Plan is more specifical Master Engineers Report and in certain plans and specification of the Report and in certain plans and specification of the Report and in certain plans and specification of the Report and Inc.

15. Any copitalized terms used burein and not defined, shall have forth in the Master Assessment Report.

PASSED AND ADOPTED this 29th day of September, 2017

George S. File)
District Managers
Governmental Managers
Government

## The Orlando Sentinel

633 North Orange Avenue MP 132 Orlando, FL 32801

Tohoqua CDD #CU00619344

To: Stacie Vanderbilt

This is to confirm that the advertisement for Tohoqua CDD published in The Orlando Sentinel on the following date.

Publication Date: Wednesday, October 18, 2017

Section: Main

Caption: Tohoqua CDD Display Notice

Size: 3 columns x 21

Job #5237056

Should you need further information, please feel free to contact me.

Sincerely,

Sharon McDowell

Account Representative Assistant

The Orlando Sentinel

State of Florida County of Orange

The foregoing instrument was acknowledged before me this 24th day of October, 2017, by Sharon McDowell, who is personally known to me.

Notary Public

State of Florida at Large

WANDA W WIGGINS
MY COMMISSION # GG065341
EXPIRES January 24, 2021

# COOL CARS



Orlando Sentinel



It's 1933 all over again; and my MGTD readstar convertible is in excellent condition, with a ground-up restoration, seat belts, appay palses, shraps garge kept and a true car show wisher trany times over 10° for the particulars, it's showing on Hersmings in their Classic Cars section.



1965 Ford Mustaing Convertible Shelby GT350 clone. Owned since 1970 by Vance Jockim. Modified to include 302 angine with most Shelby performance kents including Paston Superphases.



This is nily 1970 Mustang Mach 1, it has a 351 Cleveland eights automobile triantimisation power issering and air conditioning. I have won many awards and hope to kitep it for a long time.

# SEND US A PHOTO OF YOUR FAVORITE CAR!

Please small your phono information (description and bistory of the vehicle), with the pitture attached as a jug file, to cookers freefandes entirely com with COOL CARS in the subject held. Please keep description to 8 lines or less Submissions are not returned.

### COOL CARS IS NOW LIVE!

Check out our new online photo gallery at Orlandosentinel.com/cars

Motice of Public Nearine to consider the metosition of Special assessments pursuant to Section 170.07, Florena Statuter, by the Tohogua Commiscit Gevelopment District

MOTICE OF PUBLIC HEARING TO CONSIDER THE ACCOPTION OF ASSESSMENT HOLD PRESIDENT TO SECTION 197, SECRETARY FLORIDA STATUTES, BY THE THROUGH COMMUNITY DEVELOPMENT DISTRICT

STATUEE, BY THE THEODIES COMMINISTY DEVELOPMENT DISTRICT

NOTICE OF MEETING OF THE THROUGH OF THE THROUGH

COMMINISTY DEVELOPMENT DISTRICT

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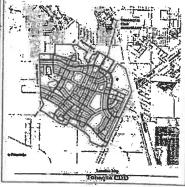
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### Tohoqua

### **Community Development District**

FY18 Funding Request #3
December 27, 2017

	Payee	neral Fund FY2018
1	Governmental Management Services Inv# 3 - Management Fees - December 2017	\$ 3,145.83
2	Latham, Shuker, Eden & Beaudine, LLP Inv# 78954 - Legal Counsel - November 2017	\$ 1,073.85

Total: \$ 4,219.68

Please make check payable to:

Tohoqua Community Development District 135 West Central Blvd, Suite 320 Orlando, FL 32801 Wire Funds To:

Tohoqua Community Development District
SunTrust Bank, NA
ABA# 061000104
Acct# 1000193640074
Contact: Kelly Lawler
(407) 237-1072

### **GMS-Central Florida, LLC**

1001 Bradford Way Kingston, TN 37763

### Invoice

Bill To:

Tohoque CDD 135 West Central Blvd. Suite 320 Orlando, FL 32801 DEC 6 2017

invoice #: 3 invoice Date: 12/1/17 Due Date: 12/1/17

Case: P.O. Number:

Description	Hours/Qty	Rate	Amount
Management Fees - December 2017 35 Information Technology - December 2017 35 Postage 12 Copies 12 Seal 5		2,916.66 100.00 0.54 23.28 47.55 57.80	2,916.68
	Total Payments	3/Credits	\$3,145.83 \$0.00
	Balance I		\$3,145.83

# LATHAM, SHUKER, EDEN & BEAUDINE, LLP

111 N. MAGNOLIA AVE, STE 1400 ORLANDO, FLORIDA 32801 POST OFFICE BOX 3353 ORLANDO, FLORIDA 32802 TELEPHONE: (407) 481-5800 FACSIMILE: (407) 481-5801

DEC 1 2 2017

December 08, 2017

**Tohoqua Community Development District** 135 West Central Blvd., Suite 320 Orlando, FL 32801

### INVOICE

Matter ID: 8249-001

General

Invoice # 78954 Federal ID # 59-3366512

For Professional Services Rendered:

\$583.0	2.20 hr	ns.	end CDD meeting; follow up on action items			11/01/2017
0.20 hr \$77.00		*	JAC Prep A. d'Adesky		11/01/2017	
\$159.00	0.60 hr	d recordation.	nty on Interlocal Agreement execution and r	ACD Follow up with Co		11/20/2017
,	0.50 hr	enda and minutes for board meeting.			11/21/2017	
0.50 hr \$132.50 0.30 hr \$79.50		ounty and Developer's Counsel on pending agreements.	ACD Follow up with Co	ACD	11/22/2017	
\$26.50	0.10 hr	t to County.	ecution of Petitioner's Agreement; transmit to	ACD Follow up on re-e	AÇD	11/29/2017
\$1,057.50		Total Professional		ments incurred:	ments	For Disburse
\$16.35		/8249-001/Andrew	DREW D'ADESKY; Disbursement for JAC/8: Board meeting on 11.01.17	Check # 44542 A		11/09/2017
\$16.35	Incurred:	Total Disbursements	то			
			<b>INVOICE SUMMARY</b>			
\$1,057.50	Hours	3.90 H	For Professional Services:			
\$16.35			For Disbursements Incurred:			
\$1,073.85			New Charges this Invoice:			
\$3,141.52			Previous Balance:			
\$1,199.00			Less Payment and Credits Received:			
\$1,942,52	<del>1</del>		Outstanding Balance:			
\$1,073.85			Plus New Charges this Invoice:			
\$3,016.37	_		Total Due:	hrough: November 30, 2017	hrough:	Billed T