

*Grande Pines
Community Development District*

Agenda

April 20, 2020

AGENDA

Grande Pines

Community Development District

219 East Livingston Street, Orlando, Florida 32801

Phone: 407-841-5524 – Fax: 407-839-1526

April 13, 2020

**Board of Supervisors
Grande Pines
Community Development District**

Dear Board Members:

The regular meeting of the Board of Supervisors of **Grande Pines Community Development District** will be held **Monday, April 20, 2020 at 10:00 AM** by the following means of communications media technology, **Zoom Video Conferencing**. Following is the advance agenda for the meeting:

1. Roll Call
2. Public Comment Period
3. Organizational Matters
 - A. Acceptance of Resignation of Vince Gates
 - B. Appointment of Individual to Fulfill the Board Vacancy with a Term Ending November 2024
 - C. Administration of Oath of Office to Newly Appointed Supervisor
 - D. Election of Officers
 - E. Consideration of Resolution 2020-23 Electing Officers
4. Approval of Minutes of the February 17, 2020 Meeting and Acceptance of the Minutes of the February 17, 2020 Landowners' Meeting
5. Consideration of Agreement with Poulos & Bennett for Professional Engineering Services
6. Consideration of Resolution 2020-24 Approving the Proposed Fiscal Year 2021 Budget and Setting a Public Hearing
7. Financing Matters
 - A. Consideration of Engineer's Report
 - B. Consideration of Master Assessment Methodology for Assessment Area One
 - C. Public Hearing/Public Comment and Testimony on Proposed Levy of Assessments
 - D. Consideration of Resolution 2020-25 Levying Assessments
8. Staff Reports
 - A. Attorney
 - i. Update on Auditing Requirements
 - B. Engineer
 - C. District Manager's Report
 - i. Balance Sheet and Income Statement
 - ii. Ratification of FY20 Funding Request #5
 - iii. Consideration of FY20 Funding Request #6
9. Other Business
10. Supervisors Requests
11. Adjournment

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

The third order of business is organizational matters. Section A is acceptance of resignation of Vince Gates. Section B is appointment of individual to fulfill the Board Vacancy with a term ending November 2024. Section C is administration of Oath of Office to Newly Appointed Supervisor. Section D is election of officers. Section E is consideration of resolution 2020-23 electing officers.

The fourth order of business is the approval of the minutes of the February 17, 2020 Board of Supervisors meeting and acceptance of the minutes of the February 17, 2020 Landowners' meeting. The minutes are enclosed for your review.

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

The sixth order of business is consideration of Resolution 2020-24 approving the proposed Fiscal Year 2021 budget and setting a public hearing. A copy of the resolution is enclosed for your review.

The seventh order of business is financing matters. Section A is consideration of Engineer's Report. A copy of the report is enclosed for your review. Section B is consideration of Master Assessment Methodology for Assessment Area One. A copy of the report is enclosed for your review. Section C is the public hearing/public comment and testimony on proposed levy of assessments. Section D is consideration of Resolution 2020-25 levying assessments. A copy of the resolution is enclosed for your review.

The eighth order of business is staff reports. Section 1 of the Attorney's Report is an update on auditing requirements. Section 1 of the District Manager's Report includes the balance sheet and income statement for your review. Section 2 is the consideration of FY20 Funding Request #5. A copy of the funding requests and supporting invoices are 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: Darrin Mossing, GMS

Enclosures

SECTION III

SECTION A

Resignation of Director and/or Officer Grande Pines Community Development District ("District")

The undersigned hereby resigns, effective **March 31, 2020**, his/her position as a (i) member of the Board of Directors of the District and (ii) officer of the District. The position will be filled by Linda Kepfer, serving as President.


Vince Gates (Apr 10, 2020)

Vincent Gates

SECTION E

RESOLUTION 2020-23

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE
GRANDE PINES COMMUNITY DEVELOPMENT DISTRICT
ELECTING THE OFFICERS OF THE DISTRICT AND
PROVIDING FOR AN EFFECTIVE DATE**

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

WHEREAS, the Board of Supervisors of the District (“Board”) desires to elect the Officers of the District.

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

Section 1. The following persons are elected to the offices shown:

Chairman	_____
Vice Chairman	_____
Secretary	_____
Assistant Secretary	_____
Assistant Secretary	_____
Assistant Secretary	_____
Assistant Secretary	_____

Section 2. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 20th day of April, 2020.

ATTEST:

**GRANDE PINES COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairman/Vice Chairman

SECTION IV

MINUTES OF MEETING
GRANDE PINES
COMMUNITY DEVELOPMENT DISTRICT

The Regular meeting of the Board of Supervisors of the Grande Pines Community Development District was held Monday, February 17, 2020 at 10:00 a.m. at 219 E. Livingston Street, Orlando, Florida 32801.

Present and constituting a quorum were:

Vincent Gates	Chairman
Linda Kepfer	Vice Chair
Steven Smith	Assistant Secretary
Jennifer McLendon	Assistant Secretary
Michael Finocchio	Assistant Secretary

Also present were:

George Flint	District Manager, GMS
Andrew d'Adesky	District Counsel
Justin Rowan <i>via phone</i>	MBS Capital Markets

FIRST ORDER OF BUSINESS

Roll Call

Mr. Flint called the meeting to order and called the roll. Mr. Finocchio was absent, but four members were present, constituting a quorum.

SECOND ORDER OF BUSINESS

Public Comment Period

There were only Board Members and staff present at the meeting, there being no comments the next item followed.

THIRD ORDER OF BUSINESS

Organizational Matters

A. Administration of Oaths of Office to Newly Elected Supervisors

Mr. Flint stated that prior to this meeting a Landowner Election was held and Ms. Kepfer, Mr. Gates, Ms. McLendon, Mr. Smith and Mr. Finocchio were elected. Mr. Flint performed the Oath of Office to the newly elected members and reviewed the Oath of Office forms for members. Mr. Flint also reviewed the Sunshine Law and Public Records law and noted that Board Members

were subject to those laws. Financial Disclosure Form was reviewed and that is to be filed within 30 days in the County where the Board Members live. Mr. Flint reminded Board Members to retain proof of filing. Mr. Flint also stated this form would be mailed annually and must be filed by July 1 of each year or possible penalties/fines could occur.

B. Consideration of Resolution 2020-15 Canvassing and Certifying the Results of the Landowners' Election

Mr. Flint stated that Resolution 2020-15 canvasses and certifies the results of the Landowner's election just held. They will fill the names in with Ms. Kepfer with 60 votes, Mr. Gates with 60 votes, Mr. McLendon with 58 votes, Mr. Smith with 58 votes, and Mr. Finocchio with 58 votes. Mr. Flint asked for any questions on the resolution. The Board had none.

On MOTION by Ms. Kepfer, seconded by Mr. Gates, with all in favor, Resolution 2020-15 Canvassing and Certifying the Results of the Landowner's Election, was approved.
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C. Election of Officers

D. Consideration of Resolution 2020-16 Electing Officers

Mr. Flint noted the statute states that after each election the Board is required to Elect Officers, and the Resolution in the agenda names a Chairman, Vice Chairman, Secretary, Treasurer and Assistant Secretary. The Chairman and Vice Chairman must be Board Members, the others can be Board Members or not. Typically the District Manager serves as Secretary, although that is not required. Mr. Flint noted that if the District Manager is not Secretary that they ask to be an Assistant Secretary. Typically, the Treasurer is the District Accountant. If not, they ask that they be an Assistant Treasurer.

The Board decided to elect officers with Mr. Gates as Chairman, Ms. Kepfer as Vice Chair, Ms. McLendon, Mr. Smith, and Mr. Finocchio as Assistant Secretaries, George Flint as Secretary and Ariel Lovera as Treasurer.

Mr. d'Adesky asked if the Chairman and Vice Chair would be available on Tuesday, March 24, 2020 at 10:30 a.m. for validation hearing. Ms. Kepfer noted she could attend.

On MOTION by Ms. Kepfer, seconded by Mr. Gates, with all in favor, Designating Officers with Mr. Gates as Chairman, Ms. Kepfer as Vice Chair, Ms. McLendon, Mr. Smith, and Mr. Finocchio as Assistant Secretaries, George Flint as Secretary and Ariel Lovera as Treasurer, was approved.

FOURTH ORDER OF BUSINESS

Consideration of Resolution 2020-17 Ratifying the District Manager's Actions

Mr. Flint stated at the Organizational Meeting, they scheduled the Landowner election and several public hearings for January 20th and they did not have a quorum of the Board on that date. They re-advertised those public hearings and the Landowner election for today, February 17, 2020. This resolution ratifies their actions in doing that. They met the statutory notice requirements; they just noticed the meeting for a day different than what was set at the prior meeting. Mr. Flint asked for any questions on Resolution 2020-17. The Board had no questions.

On MOTION by Mr. Gates, seconded by Ms. Gates, with all in favor, the Resolution 2020-17 Ratifying the District Manager's Actions for a new Public Hearing date, was approved.

FIFTH ORDER OF BUSINESS

Approval of Minutes of the November 18, 2019 Meeting

Mr. Flint stated the minutes from the November 18, 2019 meeting are provided in the agenda and asked for any additions, deletions, or corrections to the minutes.

Ms. Kepfer noted one correction. Mr. Flint stated the change was made before books were together.

On MOTION by Ms. Kepfer, seconded by Mr. Gates, with all in favor, the minutes of the November 18, 2019 meeting, were approved as amended.

SIXTH ORDER OF BUSINESS

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

Mr. Flint stated the District Engineer's services, under the statutes, have to be bid out. At the last meeting the Board authorized GMS to issue an RFQ, and one response was received from Poulos & Bennett. They are acting as Interim District Engineer. Mr. Flint stated that under the

Rules the Board has the ability to re-advertise because they only one response was received, or the Board could accept the proposal that was provided.

On MOTION by Mr. Gates, seconded by Mr. Smith, with all in favor, the Resolution for Proposals for District Engineer Services and Selection of the District Engineer as Poulos & Bennett, was approved.

SEVENTH ORDER OF BUSINESS

Public Hearing

A. Rules of Procedure

i. Consideration of Resolution 2020-18 Adopting the District's Rules of Procedure

Mr. Flint stated there were three public hearings. The first is to adopt the District Rules of Procedure. A draft set of rules was provided, they cover how the Board operates, how bids are made for services. Mr. d'Adesky stated also covered are bid protests which are very limited, these are standard and are reviewed by Counsel and they have no issues with the Board adopting the Rules of Procedures.

Mr. Flint stated a 28 and 29 day notice had to be published, and that was done. Mr. Flint opened the public hearing and noted that there were no members of the public present to provide comment. Mr. Flint asked if there was any discussion from the Board on the resolution or the rules. Hearing none, he asked for motion.

On MOTION by Mr. Gates, seconded by Ms. McLendon, with all in favor, Resolution 2020-18 Adopting the Districts' Rules of Procedure, was approved.

B. Uniform Method of Collection

i. Consideration of Resolution 2020-19 Expressing the District's Intent to Utilize the Uniform Method of Collection

Mr. Flint noted that Chapter 197 allows the District to use the Uniform Collection Method, which is the tax bill for collecting the Operating and Maintenance and Debt Service assessments. He explained that they like to get this out of the way so that later on after they issue debt, they don't have this extra step to worry about. There were four notices that had to be placed for this in four consecutive weeks, which was completed. Mr. Flint noted there is no member of

the public here to provide comment. Mr. Flint asked the Board for any discussion on the Resolution. The Board had no questions.

On MOTION by Mr. Gates, seconded by Ms. Kepfer, with all in favor, the Resolution 2020-19 Expressing the District's Intent to Utilize the Uniform Method of Collection, was approved.

C. Fiscal Year 2020 Budget

i. Consideration of Resolution 2020-20 Adopting the Fiscal Year 2020 Budget and Relating to the Annual Appropriations

Mr. Flint stated the proposed budget was provided to the Board at the Organizational meeting and is attached as Exhibit A to the Resolution. It contemplates a Developer Funding Agreement, with that the developer would only be funding the actual costs of the District's administrative expenses. The budget included in the packet represents a 12 month budget, and since they are in the second quarter of this year the Board would only be obligated for the actual expenses of the District. As invoices are received, they prepare funding requests that they submit to Park Square to fund that. This provides a ceiling on that and goes with the Funding Agreement the Board approved at the last meeting.

Mr. Flint stated this was a public hearing, but no members of the public were present. He asked the Board for any questions on the Resolution or the Exhibit.

On MOTION by Mr. Gates, seconded by Ms. McLendon, with all in favor, Resolution 2020-20 Adopting the Fiscal Year 2020 Budget and Relating to the Annual Appropriations, was approved.

After the motion, Mr. Flint closed the public hearings.

EIGHTH ORDER OF BUSINESS

Financing Matters

A. Consideration of Engineer's Report

Mr. Flint stated there had been a couple of revisions to the report. Mr. Flint asked Ms. Baxter to summarize the report for the Board.

The Engineer's Report covers a summary of the Capital Improvements planned for the development. It divides the development into two different assessment areas. In Assessment Area 1 is Phases 1, 2, and 4. The capital improvements include roadways, drainage,

utilities including water, sewer. Also accounted for in the report is the ability for landscape, hardscape, electrical, and streetlights to be covered by the district. There are some costs embedded for professional fees. There is information on permitting and construction timelines and a few maps to support the District and the boundary and what's accounted for in the costs. The two big maps shows the limits of the Assessment Areas and a breakdown of units. Exhibit 16 provides the overview of the costs broken down.

Mr. Flint stated as seen on Exhibit 16, Ms. Baxter has summarized by major category the estimated expenses. For Assessment area 1 she's estimated \$10,448,608 and for Assessment Area 2 \$7,046,360. The total for both is \$17,494,968. Mr. Flint stated the Engineer is trying to identify everything that they could possibly fund that is eligible that the District and the developer would want to fund. They are setting a ceiling by going through this Master Assessment process. Then they will go through an Assessment process where they will levy assessments on the land that would serve as the highest, they wouldn't have to go back and redo the public hearing. This gives the Board the maximum flexibility when they actually go to issue bonds. Mr. Flint asked for any questions on the Engineer's Report.

Mr. d'Adesky asked about the conservation property, if any work was to be done like irrigation. Ms. Baxter stated the only thing that would be potential maintenance that would be required under the District is permitting. She noted that there are no improvements accounted for in the budget.

B. Consideration of Master Assessment Methodology

Mr. Flint stated that the developer is taking down the property in at least two take downs. The only own a portion of the property, which is Phase 1, 2 and 4. They are creating an Assessment Area 1 that is comprised of Phase 1, 2, and 4. They are not imposing or levying any assessments on land that Park Square Homes doesn't own at this point. It's contemplated that they would do a Master Methodology for each assessment area, they won't do the second Master Methodology until Park Square actually owns that property.

Mr. d'Adesky stated the numbers are 193 in Assessment Area 1 and 203 in Assessment Area 2. Mr. Flint stated that it is comprised of Townhomes, 50' Single Family, 70' Single Family, and commercial. The 11,000 square feet of commercial property is in Assessment Area 1. All these improvements are being treated as Master Improvements that every property, based on their ERU,

benefits equally. Table 1 summarizes the development program. Table 2 is the estimated costs from the Engineer's Report. Table 3 is the bond sizing. If they fund 100% of the eligible improvements for Assessment Area 1 based on the benefit discussed, the par amount of those bonds would be \$11,660,000. There would be \$9,066,000 in construction funds, 24 months capitalized interest, an underwriters discount at 2%. Table 4 shows the improvement costs per unit. Table 5 shows the par debt per unit by product type.

Mr. d'Adesky asked about the commercial portion. They answered that it was going to be the Amenity Building. Mr. Flint asked if it was anticipated that it would be owned privately, meaning by the developer or would it be owned by the Homeowner's Association. They noted it would be the HOA and managed by a separate manager. Mr. Flint stated that they have them treated as commercial for purposes of the assessments. If it's an amenity, they need to talk about how to handle it from an assessment perspective. Discussion ensued regarding the commercial space; the Board will revisit the topic at a future meeting.

C. Consideration of Resolution 2020-21 Declaring Special Assessments

Mr. d'Adesky stated there are three resolutions that are part of the Assessment process. There is a declaration resolution which, under Chapter 170, 190, and 197, declares special assessments. They anticipate levying special assessments on the property in the amount detailed in the Methodology for the improvements that are contained within the Engineer's Report. Part of that Resolution is approving both the preliminary form of the Engineer's Report and the Methodology. They can modify them; the Board will just be approving those tentatively.

On MOTION by Mr. Gates, seconded by Mr. Smith, with all in favor, the Resolution 2020-21 Declaring Special Assessments, was approved.

D. Consideration of Resolution 2020-22 Setting a Public Hearing of Special Assessments

Mr. d'Adesky noted that they need to pick a date and time for a hearing. Typically, it's two months from now and on a regular meeting.

Mr. d'Adesky stated after the Validation hearing on March 24, 2020 at the Juvenile Justice Center with Judge Jordan, there is a 30-day appeal period. Anyone can come in and appeal the validation. Once they finish that period they will be able to issue bonds.

Ms. Kepfer asked if they needed to be at that hearing, and Mr. d'Adesky replied yes.

Mr. d'Adesky clarified the March 24th meeting is at 10:30 a.m. at the Juvenile Justice Center on Michigan Avenue. An invite will be sent out to Board Members. Mr. d'Adesky stated he would be there as well as Bond Counsel, Mike Williams, or one of his associates. Mr. Flint restated that the Public Hearing would be on April 20, 2020 at 10:00 a.m. at this location and asked for a motion.

On MOTION by Mr. Gates, seconded by Ms. McLendon, with all in favor, the Resolution 2020-22 Setting a Public Hearing for Special Assessments on April 20, 2020 at 10:00 a.m. at the Offices of GMS-CF, LLC, 219 East Livingston Street, Orlando, Florida 32801, was approved.

NINTH ORDER OF BUSINESS

Staff Reports

A. Attorney

Mr. d'Adesky stated they would keep working as needed on validation and any other routine documents.

B. Engineer

There being none, the next item followed.

C. District Manager's Report

i. Balance Sheet and Income Statement

Mr. Flint presented the financials through January 31, 2020. There is no action required. Hearing no questions, the next item followed.

ii. Consideration of FY20 Funding Requests #2-4

Mr. Flint stated Funding Request No. 2 through 4 were under the funding agreement with the developer. Mr. Flint asked for questions. The Board had no questions.

On MOTION by Mr. Smith, seconded by Mr. Gates, with all in favor the Funding Requests No. 2-4, were approved.

TENTH ORDER OF BUSINESS

Other Business

Mr. Flint asked for any other business the Board would like to discuss that is not on the agenda. There being none, the next item followed.

ELEVENTH ORDER OF BUSINESS

Supervisors Requests

Hearing none, the next item followed.

TWELFTH ORDER OF BUSINESS

Adjournment

Mr. Flint adjourned the meeting at 10:36 a.m.

On MOTION by Mr. Gates, seconded by Mr. Smith, with all in favor, the meeting was adjourned at 10:36 a.m.
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Secretary/Assistant Secretary

Chairman/Vice Chairman

MINUTES OF MEETING
GRANDE PINES
COMMUNITY DEVELOPMENT DISTRICT

The Landowners' meeting of the Grande Pines Community Development District was held Monday, February 17, 2020 at 10:00 a.m. at 219 E. Livingston Street, Orlando, Florida 32801.

Present were:

Vincent Gates
Linda Kepfer
Steven Smith
Jennifer McLendon
Michael Finocchio
George Flint
Andrew d'Adesky
Justin Rowan *via phone*

Chairman
Vice Chairwoman
Assistant Secretary
Assistant Secretary
Assistant Secretary
District Manager, GMS
District Counsel
MBS Capital Markets

FIRST ORDER OF BUSINESS

**Determination of Number of Voting Units
Represented**

Mr. Flint noted that he had a proxy form for Grande Pines, LLC designating Linda Kepfer as the proxy holder representing 62 acres and 62 authorized votes. The necessary supporting information is behind the proxy showing that the individual that signed it as an authorized officer of that LLC.

SECOND ORDER OF BUSINESS

Call to Order

Mr. Flint called the meeting to order.

THIRD ORDER OF BUSINESS

**Election of Chairman for the Purpose of
Conducting the Landowners' Meeting**

Mr. Flint asked for Ms. Kepfer to name him Chairman to walk through the Landowner agenda. Ms. Kepfer stated she would do so.

FOURTH ORDER OF BUSINESS

**Nominations for the Position of
Supervisors (5)**

Mr. Flint stated that the Nominations for the position of Supervisor, Ms. Kepfer has provided her official ballot, naming herself, Mr. Gates, Ms. McLendon, Mr. Smith and Mr.

Finocchio. Mr. Flint asked if there were any other nominations. Ms. Kepfer stated there was not. Hearing none, Mr. Flint closed the floor for nominations.

FIFTH ORDER OF BUSINESS

Casting of Ballots

Mr. Flint stated that Ms. Kepfer has cast 60 votes for herself and Mr. Gates, and 58 votes for the other three.

SIXTH ORDER OF BUSINESS

**Tabulation of Ballots and Announcement
of Results**

Mr. Flint announced that Mr. Finocchio and Mr. Gates will serve four year terms, and the other three will serve two year terms. Mr. Flint then asked for any questions of the Landowner. Hearing none, they moved to adjourn.

SEVENTH ORDER OF BUSINESS

Adjournment

Mr. Flint adjourned the Landowners' meeting.

Secretary/Assistant Secretary

Chairman/Vice Chairman

SECTION V

**AGREEMENT BETWEEN THE
GRANDE PINES COMMUNITY DEVELOPMENT DISTRICT
AND POULOS & BENNETT, LLC,
FOR PROFESSIONAL ENGINEERING SERVICES**

THIS AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES (the "Agreement"), is made and entered into and effective as of the 17th day of February, 2020, by and between the **GRANDE PINES COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in Orange County, Florida, whose mailing address is 219 E. Livingston Street, Orlando, Florida, 32801 (the "District"), and **POULOS & BENNETT, LLC.**, a Florida limited liability company, and whose address is 2602 E. Livingston Street, Orlando, Florida 32803 (the "Engineer").

WITNESSETH:

WHEREAS, the District is a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes* (the "Act"), by Orange County (the "County"); 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, the Engineer submitted a proposal to serve in this capacity; and

WHEREAS, the District's Board of Supervisors (the "Board") ranked the Engineer as the number one most qualified firm to serve as engineer for the District and authorized negotiation of a contract pursuant to Section 287.055, *Florida Statutes*; and

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

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

1. Scope of Services.

A. The Engineer will provide general engineering services including:

1. Preparation and presentation of any necessary or desirable reports and applications.
2. Attendance by Christy Baxter, P.E., or such other representative of Engineer approved by the District Manager or Chairman, at meetings of the District's Board of Supervisors, upon request by the District Manager or Chairman.
3. Meeting, negotiating and/or communicating with necessary parties to effectuate the issuance of bonds, production of special reports, feasibility studies or the completion of other tasks, or the coordination and completion of capital improvement or maintenance projects.
4. Professional administration, consultations and/or opinions concerning capital improvement or maintenance projects or tasks within the District.
5. Performance of any other duties related to the provision of infrastructure and services as requested by the Board of Supervisors.

B. In connection with any capital improvement projects of the District, the Engineer shall prepare (or cause to be prepared) or review construction drawings and specifications applicable to the type of work being undertaken. In these instances, the Engineer's duties will also include rendering assistance in the drafting of forms, proposals/bids and contracts, issuance of certificates of construction, completion and payment, assisting with and/or supervising the bidding processes, and any other activity required by the Board.

C. The Engineer shall, when requested by the Board, provide general services during the construction phase of certain projects including, but not limited to:

1. Periodic visits to the site or full-time construction management services, as directed by the District.

2. Processing of contractors' pay estimates.
3. Final inspection and requested certificates for construction including the final certification of construction.
4. Consultation and advice during construction, including performing all roles and actions required of any construction contract between the District and any contractor(s) in which Engineer is named as District's representative or "Engineer".

D. With respect to the maintenance of District facilities or improvements, the Engineer shall render such services as authorized in writing by the District. The Engineer shall also perform engineering, surveying, planning, landscaping, construction administration, environmental management, permitting and financial and economic studies, as defined and directed by the District and separate work authorizations.

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 being authorized. Authorization of services or projects under this Agreement shall be at the sole option of the District.

3. Compensation. It is understood and agreed that the payment of compensation for services under this Agreement shall be stipulated in each Work Authorization, per the hourly compensation rates outlined in Schedule "A."

4. Reimbursable Expenses. Reimbursable expenses consist of actual expenditures, without mark-up or multiplier, made by Engineer, its employees, or its consultants in the interest of the project and include the incidental costs listed as follows:

A. Expenses of transportation and living when traveling in connection with a project, for long distance calls and facsimiles, and for 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, acquisition, postage and handling of drawings and specifications.

5. 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 without mark-up or multiplier.

6. Books and Records. Engineer shall maintain comprehensive books and records relating to any services performed under this Agreement, which shall be retained by the Engineer for a period of at least four (4) years from and after the completion of any services hereunder. 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.

7. Ownership of Documents.

A. All rights in and title to all plans, drawings, specifications, ideas, concepts, designs, sketches, models, programs, software, creations, 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 early 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's project. 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.

8. 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.

9. Estimate of Cost. Since Engineer has no control over the cost of labor, materials or equipment or over a contractor's(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 or her. 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.

10. 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 Requirements
General Liability	
Bodily Injury (including contractual):	\$1,000,000/\$2,000,000
Property Damage (including contractual):	\$1,000,000/\$2,000,000
Automobile Liability (if applicable):	\$1,000,000 combined single limit
Bodily Injury	
Property Damage	
Professional Liability for	
Errors and Omissions:	\$1,000,000

Engineer shall provide District with a certificate evidencing compliance with the above terms and coverage and naming the District, its supervisors, staff, agents, officers and employees as additional insureds. Engineer shall provide the District with thirty (30) days' written notice of cancellation or modification of the policy. At no time shall Engineer be without insurance coverage in the above amounts.

11. Engineer's Employees; Independent Contractor Status of Engineer. All matters pertaining to the employment, supervision, compensation, promotion and discharge of any employees of entities retained by Engineer are the sole responsibility of Engineer. Engineer shall fully comply with all applicable acts and regulations having to do with workman's compensation, social security, unemployment insurance, hours of labor, wages, working conditions and other employer-employee related subjects. 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.

In performing any services hereunder, Engineer shall be an independent contractor and not an employee of the District. It is further acknowledged that nothing herein shall be deemed to create or establish a partnership or joint venture between the District and Engineer. Engineer has no authority to enter into any contracts or agreements, whether oral or written, on behalf of the District

12. 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.

13. 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.

14. Indemnification. The Engineer agrees, to the fullest extent permitted by law, to indemnify, defend, and hold the District, its supervisors, officers, agents and employees, 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.

The District agrees, to the extent permitted by Section 768.28, *Florida Statutes*, and other applicable law, to indemnify and hold the Engineer harmless from any damage, liability or cost to the extent caused by the District's own grossly negligent acts, errors or omissions and those of the District's agents or employees arising from the obligations and duties of the District under this Agreement. Engineer acknowledges, 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*.

15. Public Records. The Engineer shall allow access to all books, documents, records, papers, correspondence, or other materials subject to the provisions of Chapter 119, *Florida Statutes*, and made or received by the District in conjunction with this Agreement. Engineer agrees to promptly comply with any order of a court having competent jurisdiction which determines that records maintained by Engineer are "public records" which must be available to the public. Engineer agrees and acknowledges that any and all such books, documents, records, papers, correspondence or other information may also be subject to inspection and copying by members of the public pursuant to Chapter 119, *Florida Statutes*.

16. Compliance with All Laws, Regulations, Rules and Policies.

A. At all times, Engineer is expected to operate in accordance with all applicable statutes, regulations, ordinances and orders.

B. Engineer hereby covenants and agrees to comply with all the rules, ordinances and regulations of governmental authorities wherein the District's facilities are located, as said rules, etc. may specifically relate to Engineer or its services provided hereunder, at Engineer's sole cost and expense, and Engineer will take such action as may be necessary to comply with any and all notices, orders or other requirements affecting the services described herein as may be issued by any governmental agency having jurisdiction over Engineer, unless specifically instructed by the District that it intends to contest such orders or requirements and that Engineer shall not comply with the same. Engineer shall provide immediate notice to the District of any such orders or requirements upon receipt of same.

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

17. Controlling Law and Jurisdiction. Engineer and the District agree that this Agreement shall be controlled and governed by the laws of the State of Florida. Any litigation arising under this Agreement shall be venued in the Circuit Court of Orange County, Florida. **THE PARTIES HEREBY WAIVE TRIAL BY JURY AND AGREE TO SUBMIT TO THE PERSONAL JURISDICTION AND VENUE OF A COURT IN ORANGE COUNTY, FLORIDA.**

18. 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 Article 5 herein.

19. Termination. The District or the Engineer may terminate this Agreement without cause upon thirty (30) days' prior written notice. At such time as Engineer receives notification of the intent of the District to terminate the contract, Engineer shall not perform any further services unless directed to do so by the Board of Supervisors. In the event of any termination without cause, Engineer will be paid for services rendered to the date of termination and all reimbursable expenses incurred to the date of termination.

The District may terminate this Agreement with cause upon written notice to Engineer. In the event of any termination for cause, Engineer shall not perform any further services for the District after Engineer's receipt of notification of termination for cause, but Engineer shall be paid for services rendered to the date of termination and all reimbursable expenses incurred to the date of termination.

20. No Waiver. No failure by either party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy upon a breach thereof shall constitute a waiver of any such breach or of such or any other covenant, agreement, term or condition. Any party hereto, by written notice executed by such party, may, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation, or covenant of any other party hereto. No waiver shall affect or alter this Agreement, but each and every covenant, agreement, term and condition of this Agreement shall continue in full force and effect with respect to any other then-existing or subsequent breach thereof.

21. No Modification. No modification, waiver, amendment, discharge or change of this Agreement shall be valid unless the same is in writing and signed by the parties against which such enforcement is or may be sought. This instrument contains the entire agreement made between the parties and may not be modified orally or in any manner other than by an agreement in writing signed by all parties hereto or their respective successors in interest.

22. Recovery of Attorneys' Fees and Costs. If either party hereto institutes an action or proceeding for a declaration of the rights of the parties the Agreement, for injunctive relief, for an alleged breach or default of, or any other action arising out of, the Agreement, or in the event any party hereto is in default of its obligations pursuant hereto, whether or not suit is filed or prosecuted to final judgment, the non-defaulting or prevailing party shall be entitled to its actual attorneys' fees and to any court costs and expenses incurred, in addition to any other damages or relief awarded.

23. Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all parties had signed the same document. All fully executed counterparts shall be construed together and shall constitute one and the same agreement.

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.

[SIGNATURES OF FOLLOWING PAGE]

**SIGNATURE PAGE TO AGREEMENT BETWEEN THE
GRANDE PINES COMMUNITY DEVELOPMENT DISTRICT
AND POULOS & BENNETT, LLC,
FOR PROFESSIONAL ENGINEERING SERVICES**

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

ATTEST: **GRANDE PINES COMMUNITY
DEVELOPMENT DISTRICT**
a Florida community development district

By: _____
Secretary/Asst. Secretary

By: _____
Chairman, Board of Supervisors

POULOS & BENNETT, LLC,
a Florida limited liability company

Witness

By: _____
Print: _____
Title: _____

Witness

Attached:
Exhibit A – Fee Schedule
First Approved Work Order – Engineer’s Report – not to exceed \$15,000

EXHIBIT A
FEE SCHEDULE

POULOS & BENNETT, LLC
2019 HOURLY RATE SCHEDULE

EXPERT WITNESS	\$350
PRINCIPAL	\$235
DIRECTOR OF ENGINEERING	\$220
PLANNING GROUP LEADER	\$220
PRACTICE TEAM LEADER	\$195
DEVELOPMENT MANAGER	\$190
SR. PROJECT MANAGER	\$180
SENIOR PROJECT ENGINEER	\$155
PROJECT MANAGER	\$150
SENIOR PLANNER	\$145
ASSISTANT DEVELOPMENT MANAGER	\$125
GIS ANALYST	\$125
PROJECT PLANNER	\$125
CAD MANAGER	\$125
SENIOR COMMUNITY DESIGNER	\$120
PLAT MANAGER	\$120
SENIOR CAD DESIGNER	\$120
PROJECT ENGINEER	\$120
DEVELOPMENT COORDINATOR	\$115
STAFF ENGINEER	\$105
CAD TECHNICIAN	\$100
STAFF PLANNER	\$95
PROJECT COORDINATOR	\$85
ADMINISTRATIVE ASSISTANT	\$75



First Approved Work Order

The District approved, at its meeting on November 18, 2019, the preparation of an Engineer's Report for the issuance of tax exempt assessment bonds, with engineering fees and costs in an amount not to exceed \$15,000

SECTION VI

RESOLUTION 2020-24

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE GRANDE PINES COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2020/2021 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has heretofore prepared and submitted to the Board of Supervisors (“**Board**”) of the Grande Pines Community Development District (“**District**”) prior to June 15, 2020, a proposed budget (“**Proposed Budget**”) for the fiscal year beginning October 1, 2020 and ending September 30, 2021 (“**Fiscal Year 2020/2021**”); and

WHEREAS, the Board has considered the Proposed Budget and desires to set the required public hearing thereon.

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

1. **PROPOSED BUDGET APPROVED.** The Proposed Budget prepared by the District Manager for Fiscal Year 2020/2021 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

2. **SETTING A PUBLIC HEARING.** A public hearing on said approved Proposed Budget is hereby declared and set for the following date, hour and location:

DATE: July 20, 2020

HOUR: 10:00 a.m.

LOCATION: Offices of GMS-CF, LLC
219 E. Livingston Street
Orlando, Florida 32801

3. **TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENT.** The District Manager is hereby directed to submit a copy of the Proposed Budget to Orange County at least 60 days prior to the hearing set above.

4. **POSTING OF PROPOSED BUDGET.** In accordance with Section 189.016, *Florida Statutes*, the District’s Secretary is further directed to post the approved Proposed Budget on the District’s website at least two days before the budget hearing date as set forth in Section 2, and shall remain on the website for at least 45 days.

5. **PUBLICATION OF NOTICE.** Notice of this public hearing shall be published in the manner prescribed in Florida law.

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

7. **EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

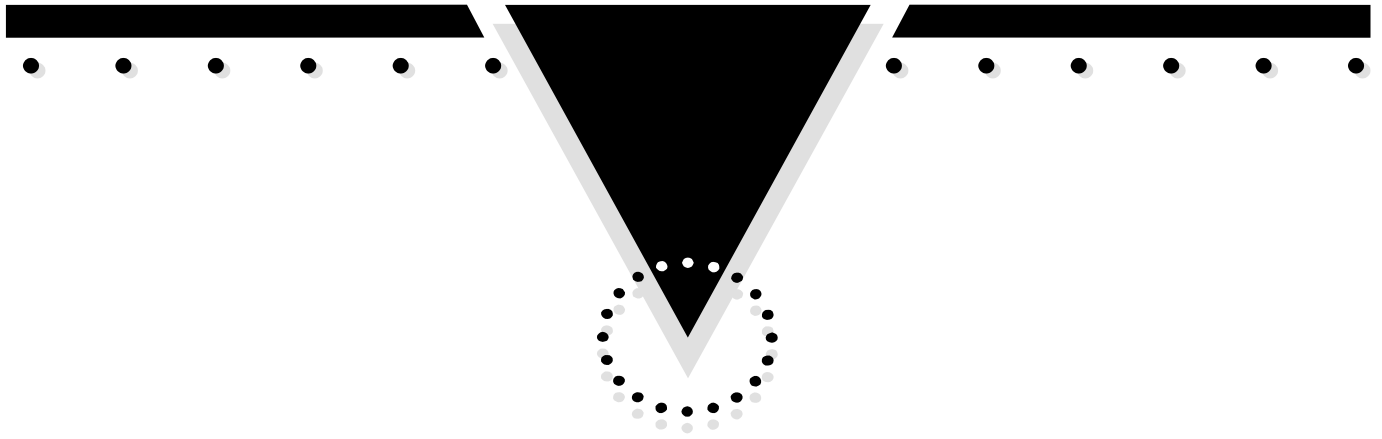
PASSED AND ADOPTED THIS 20th DAY OF APRIL, 2020.

ATTEST:

**GRANDE PINES COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Secretary/Assistant Secretary

By: _____
Chairman/Vice Chairman



Grande Pines
Community Development District

Proposed Budget
FY 2021



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1 General Fund

2-4 General Fund Narrative

Grande Pines

Community Development District

Fiscal Year 2021 General Fund

	Adopted Budget FY2020	Actual Thru 3/31/20	Projected Next 6 Months	Total Thru 9/30/20	Proposed Budget FY2021
<u>Revenues</u>					
Developer Contributions/Assessments	\$102,593	\$36,755	\$38,878	\$75,633	\$119,668
<i>Total Revenues</i>	\$102,593	\$36,755	\$38,878	\$75,633	\$119,668
<u>Expenditures</u>					
<u>Administrative</u>					
Supervisor Fees	\$12,000	\$1,200	\$6,000	\$7,200	\$12,000
FICA Expense	\$918	\$92	\$459	\$551	\$918
Engineering	\$12,000	\$0	\$6,000	\$6,000	\$12,000
Attorney	\$25,000	\$5,113	\$9,887	\$15,000	\$25,000
Arbitrage	\$0	\$0	\$0	\$0	\$450
Annual Audit	\$0	\$0	\$0	\$0	\$5,000
Dissemination Fees	\$0	\$0	\$0	\$0	\$3,500
Trustee Fees	\$0	\$0	\$0	\$0	\$5,000
Assessment Administration	\$0	\$0	\$0	\$0	\$5,000
Management Fees	\$35,000	\$12,833	\$17,500	\$30,333	\$35,000
Information Technology	\$1,200	\$400	\$600	\$1,000	\$1,200
Website Creation	\$2,375	\$2,375	\$0	\$2,375	\$0
Telephone	\$300	\$0	\$150	\$150	\$300
Postage	\$1,000	\$13	\$500	\$513	\$1,000
Insurance	\$5,000	\$4,713	\$0	\$4,713	\$5,500
Printing & Binding	\$1,000	\$399	\$401	\$800	\$1,000
Legal Advertising	\$5,000	\$5,497	\$1,000	\$6,497	\$5,000
Other Current Charges	\$1,000	\$0	\$100	\$100	\$1,000
Office Supplies	\$625	\$110	\$140	\$250	\$625
Dues, Licenses & Subscriptions	\$175	\$150	\$0	\$150	\$175
<i>Total Expenditures</i>	\$102,593	\$32,896	\$42,737	\$75,633	\$119,668
Excess Revenues/(Expenditures)	\$0	\$3,859	(\$3,859)	\$0	\$0

Grande Pines

Community Development District

GENERAL FUND BUDGET

REVENUES:

Developer Contributions

The District will enter into a Funding Agreement with the Developer to fund the General Fund expenditures for the fiscal year.

Assessments

The District will levy a non-ad valorem assessment on all assessable property within the District to fund all general operating and maintenance expenditures during the fiscal year.

EXPENDITURES:

Administrative:

Supervisor Fees

Chapter 190, Florida Statutes, allows for each Board member to receive \$200 per meeting, not to exceed \$4,800 per year paid to each Supervisor for the time devoted to District business and meetings. Amount is based on 5 Supervisors attending 5 meetings during the fiscal year.

FICA Expense

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

Engineering

The District's engineer will be providing general engineering services to the District, e.g. attendance and preparation for monthly board meetings, review invoices, etc.

Attorney

The District's legal counsel will be providing general legal services to the District, e.g. attendance and preparation for monthly meetings, preparation and review of agreements, resolutions, etc.

Arbitrage

The District will contract with an independent certified public accountant to annually calculate the District's Arbitrage Rebate Liability on the proposed 2019 bonds.

Grande Pines
Community Development District
GENERAL FUND BUDGET

Annual Audit

The District is required by Florida Statutes to arrange for an independent audit of its financial records on an annual basis.

Dissemination Fees

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

Trustee Fees

The District will pay annual trustee fees for the proposed 2019 bonds.

Assessment Administration

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

Management Fees

The District receives Management, Accounting and Administrative services as part of a Management Agreement with Governmental Management Services.

Information Technology

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

Website Creation

Represents proposed amount from VGlobal Tech for the creation of District website per Florida Statute Chapter 189 requirements. Website would meet ADA & WCAG compliance requirements.

Telephone

Telephone and fax machine.

Postage

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

Insurance

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

Grande Pines
Community Development District
GENERAL FUND BUDGET

Printing & Binding

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

Legal Advertising

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

Other Current Charges

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

Office Supplies

Miscellaneous office supplies.

Dues, Licenses & Subscriptions

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

SECTION VII

SECTION A

Grande Pines Community Development District ENGINEER'S REPORT

Orange County, Florida

Prepared For

Grande Pines Community Development District

Date

February 17, 2020

POULOS & BENNETT

2602 E. Livingston St. | Orlando, Florida 32803 | Tel: 407.487.2594 | www.poulosandbennett.com
FBPE Certificate of Authorization No. 2856

Grande Pines Community Development District ENGINEER'S REPORT

Orange County, Florida

Prepared For:

Grande Pines Community Development District

Date:

February 17, 2020



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

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Appendix

<i>Exhibit 1</i>	<i>Location Map</i>
<i>Exhibit 2</i>	<i>Vicinity Map</i>
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<i>Exhibit 6</i>	<i>Post-Development Basin Map</i>
<i>Exhibit 7</i>	<i>Stormwater Management Map</i>
<i>Exhibit 8</i>	<i>FEMA 100-Year Floodplain</i>
<i>Exhibit 9</i>	<i>Potable Water Distribution System Map</i>
<i>Exhibit 10</i>	<i>Reclaimed Water Distribution System Map</i>
<i>Exhibit 11</i>	<i>Wastewater System Map</i>
<i>Exhibit 12</i>	<i>Future Land Use Plan</i>
<i>Exhibit 13</i>	<i>Land Ownership Map</i>
<i>Exhibit 14</i>	<i>Proposed Public & Private Uses within CDD</i>
<i>Exhibit 15</i>	<i>Assessment Area Exhibit</i>
<i>Exhibit 16</i>	<i>Preliminary Cost Opinion/ Proposed Grande Pines Community Development District</i>
<i>Exhibit 17</i>	<i>Permit Status</i>
<i>Exhibit 18</i>	<i>Community Development District Area Table</i>

Section 1 Introduction

1.1 Location and General Description

The proposed development Grande Pines Golf Course Redevelopment project, the “Development” is located on Parcel 11D within Orangewood Neighborhood N-2 PD, west of International Drive and approximately one-half mile south of Central Florida Parkway, in Orange County, Florida. See Exhibit 1, Location Map. The total project consists of a proposed 385 single family short term rental houses (169 detached units/216 attached townhome units), and a conservation area, on 118.79 acres (Includes wetland W-1). The governing municipalities for this project are the South Florida Water Management District (SFWMD), the Valencia Water Control District (VWCD) and Orange County.

1.2 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 financed and to be financed by the District. The District has and will 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.

1.3 Description of Land Use

The lands within the District encompass approximately 118.79 acres. Based on the PD the land use is mixed use and development program for the property within the District allows for construction of 507 short term rental units (331 detached/176 attached units). The approved land uses within the District include the following areas. Please see attached Exhibits that provide detail on land use locations and the development program.

Proposed Development	Approximate Acres
Mixed Use (Short Term Rental Units)	106.78
Conservation	12.01

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 project design, the individual permits that need to be obtained will need to be evaluated; not all will necessarily apply to every sub-phase within the District.

Permitting Agencies & Permits Required

1. Orange County
 - a. Planned Development/Land Use Plan
 - b. Preliminary Subdivision Plan
 - c. Mass Grading (optional)
 - d. Final Engineering Construction Plan Approval
 - e. Final Plat
2. South Florida Water Management District
 - a. Environmental Resource Permit
 - i. Mass Grading/Master Stormwater Construction
 - ii. Final Engineering
 - b. Water Use Permit (Dewatering)
 - i. Mass Grading/Master Storm
 - ii. Final Engineering
3. Orange County Utilities
 - a. Master Utility Plan
 - b. Final Engineering Construction Plans –Water, Sewer, and Reclaimed Water Distribution Systems
4. Valencia Water Control District
 - a. Final Engineering Plans
5. Florida Department of Environmental Protection (FDEP)
 - a. Water Distribution System
 - b. Sanitary Sewer System
 - c. National Pollutant Discharge Elimination System (NPDES)
6. FEMA
 - a. Letter of Map Revision – Fill (LOMR-F)
7. Florida Fish and Wildlife Conservation Commission (FWC)

Please refer to Exhibit 17 for a detailed summary of the permits obtained or under review within the Development as a whole and/or District alone. It is our opinion that there are no technical reasons existing at this time which would prohibit the implementation of the capital improvements for the District and the public infrastructure as presented herein and that all permits not issued, which are necessary for the District and public infrastructure to proceed, will be obtained during the ordinary course of development.

Section 3 Infrastructure Benefit

The District will fund, and in certain cases maintain and operate public infrastructure yielding 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, perimeter landscape and irrigation improvements.

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 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 as a mixed use community. The District can construct, acquire, own, operate and/or maintain any or all of the proposed infrastructure. 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 Capital Improvement Plan

The District capital improvements will connect and interact with the adjacent offsite roads, stormwater management systems, potable water, reclaimed water, and sewer systems. The proposed infrastructure improvements addressed by this report include elements internal and external to the District. The elements include the master stormwater management and drainage systems, as well as potable watermain, reclaimed watermain and sewer extensions required to provide utility service to the District. Detailed descriptions of the proposed capital improvements are provided in the following sections and Exhibits 7 through 11. Exhibit 16, details the Cost Opinion for the District's capital improvement plan.

The Capital Improvement Plan will be constructed and financed in logical segments, as property within the District is developed by the Developer. There may, however, be certain developer obligations under permits or agreements, including offsite improvements, that the Developer will be obligated to complete even if the remaining portions of the Capital Improvement Plan are not completed.

Section 5 Description of Capital Improvement Plan

5.1 Roadway Improvements

The District may fund roadway construction internal to the District consisting of local roadways and/or offsite roadway improvements. A manned guard house will provide public access to the proposed roadways making them open to the public.

5.2 Stormwater Management

The District will 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 Orange County and 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 Conditions Basin Map and Exhibit 7, Stormwater Management Map, provide graphical representations of the proposed stormwater management system.

5.3 100-Year Floodplain

Pursuant to the Federal Emergency Management Agency's (FEMA) Flood Insurance Rate Map (FIRM) panel 12097C0415F dated September 25, 2009. The back of several lots proposed in Phase 3 are adjacent to "Lake 10" which Zone A. Areas within Zone A are identified as within the 100-year floodplain but with an

undetermined elevation. All other areas in the project are located within Zone X and are designated by FEMA as areas of minimal flood hazard; Exhibit 8, FEMA 100-Year Floodplain details the floodplain limits relative to the District boundaries.

Any filled areas below the 100-year flood elevation will result in impacts which will require mitigation in the form of a volume-for-volume match between floodplain impacts and compensating storage. Detailed floodplain fill impact and compensating storage calculations will be prepared with final engineering for Phase 3. After fill has been placed, survey elevations will be required and a Letter of Map Revision based on fill LOMR-F is recommended to receive final approval from FEMA that Development areas are located outside of Zone AE and therefore removed from the 100-year floodplain. The District capital improvement costs for fill are associated only with District capital improvements.

5.4 Potable Water, Reclaimed Water, & Wastewater Utilities

Potable water service for the Development will be provided by Orange County Utilities (OCU). A Master Utility Plan (MUP) was approved by Orange County on 8/14/19. The MUP utilities infrastructure design for the Development includes four phases, a revision is anticipated to update the MUP to reflect the project construction in 5 phases. Points of connection for the Development are located along existing International Drive. Existing utilities at the point of connection include 24" watermain, 24" reclaimed watermain, and 12" force main.

5.4.1 Potable Water Distribution System

The District will fund the construction of the water distribution system within the District. The potable water system will be conveyed to, and owned and maintained by OCU once it has been certified complete. The main sizing within the District will be required to be designed and constructed based on the approved MUP. Exhibit 9, Potable Water Distribution Plan, provides a graphical representation of the water mains to be constructed within the District.

5.4.2 Reclaimed Water Distribution System

The District will 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 OCU once it has been certified complete by the District. The main sizing within the District will be required to be designed and constructed based on the approved MUP. Exhibit 10, Reclaimed Water Distribution Plan, provides a graphical representation of the proposed system within the District.

5.4.3 Wastewater System

The District will fund the construction of the gravity sewer, forcemain, and lift station infrastructure within the District. The wastewater system will be conveyed to, and owned and maintained by OCU once it has been certified complete by the District. The main sizing and lift stations within the District will be required to be designed and constructed based on the approved MUP. Exhibit 11, Wastewater System Map, provides a graphical representation of the proposed system within the District.

5.5 Landscape & Hardscape

The District may fund landscape and hardscape construction and maintenance which may include perimeter landscape buffers, master signage, way finding signage, entry hardscape features, entry landscape, and street trees. The District may own and maintain foregoing improvements.

5.6 Electrical Distribution and Street Lights

The District may fund the cost to underground electric service to the District. The District may fund the installation, leasing, and/or monthly service charges associated with the upgraded street lighting fixtures along CDD owned and maintained roadways within the District. Duke Energy will own and maintain the electric and street light infrastructure.

5.7 Professional and Inspection Fees

In order to design, permit, and construct the proposed District capital improvement plan, 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. A proportionate share of the Professional Services and Inspections Fees may be included in the costs for the District capital improvement plan.

5.8 Construction Schedule

As of January 2020 the following is the anticipated schedule for the entitlements necessary for the District and construction of the District's capital improvement plans.

TASK TO BE COMPLETED	ANTICIPATED OR ACTUAL DATE OF COMPLETION
1. Entitlements	
a) Land Use/Zoning	February 2019
b) Preliminary Subdivision Plan	March 2019
c) Preliminary Subdivision Plan Revision	April 2020
2. Final Engineering/Permitting	ANTICIPATED OR ACTUAL DATE OF COMPLETION
a) Phase 1	January 2020
b) Phase 1 Revisions	April 2020
c) Phase 2	January 2020
d) Phase 2 Revisions	April 2020
e) Phase 3	December 2020
f) Phase 4	July 2020
g) Phase 5	June 2021

3. Construction/Site Work	ANTICIPATED OR ACTUAL DATE OF COMPLETION
a) Phase 1	June 2020
c) Phase 2	August 2020
e) Phase 3	August 2021
f) Phase 4	March 2021
g) Phase 5	February 2022

Section 6 Ownership and Maintenance

Proposed District Capital Improvements Plan	Ownership	Maintenance
Onsite Roadway Improvements	CDD	CDD
Master Stormwater Management System	CDD	CDD
Potable Water Distribution System	County	County
Sanitary Sewer System	County	County
Reclaimed Water Distribution System	County	County
Landscaping, Irrigation and Signage	CDD	CDD
Electrical Distribution & Street Lights	Duke Energy/CDD	Duke Energy/CDD

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

Real property interests for lands within the District needed for construction, operation, and maintenance of District facilities have been or 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 Capital Improvement Plan Costs is provided in Exhibit 16. The construction costs included apply to the roadways, stormwater management system, utilities, landscaping, and hardscape construction cost. Please note that the costs are preliminary in nature and subject to change based on final engineering, permitting, and changes in construction cost due to market fluctuation.

Section 9 Conclusions and Summary Opinion

The capital improvement plan infrastructure improvements as described are necessary for the functional development of the property within the District as required by the applicable local governmental agencies. The planning and design of the infrastructure has been and will be in accordance with current governmental regulatory requirements. The public infrastructure as described in this report serves/will serve its intended function provided the construction is in substantial compliance with the future design and permits which will be required by the District. 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 District's capital improvement plan in this report are based on the Preliminary Subdivision Plan (February 2020 Revision) and Final Engineering Design for Phases 1 and 2 for the District.

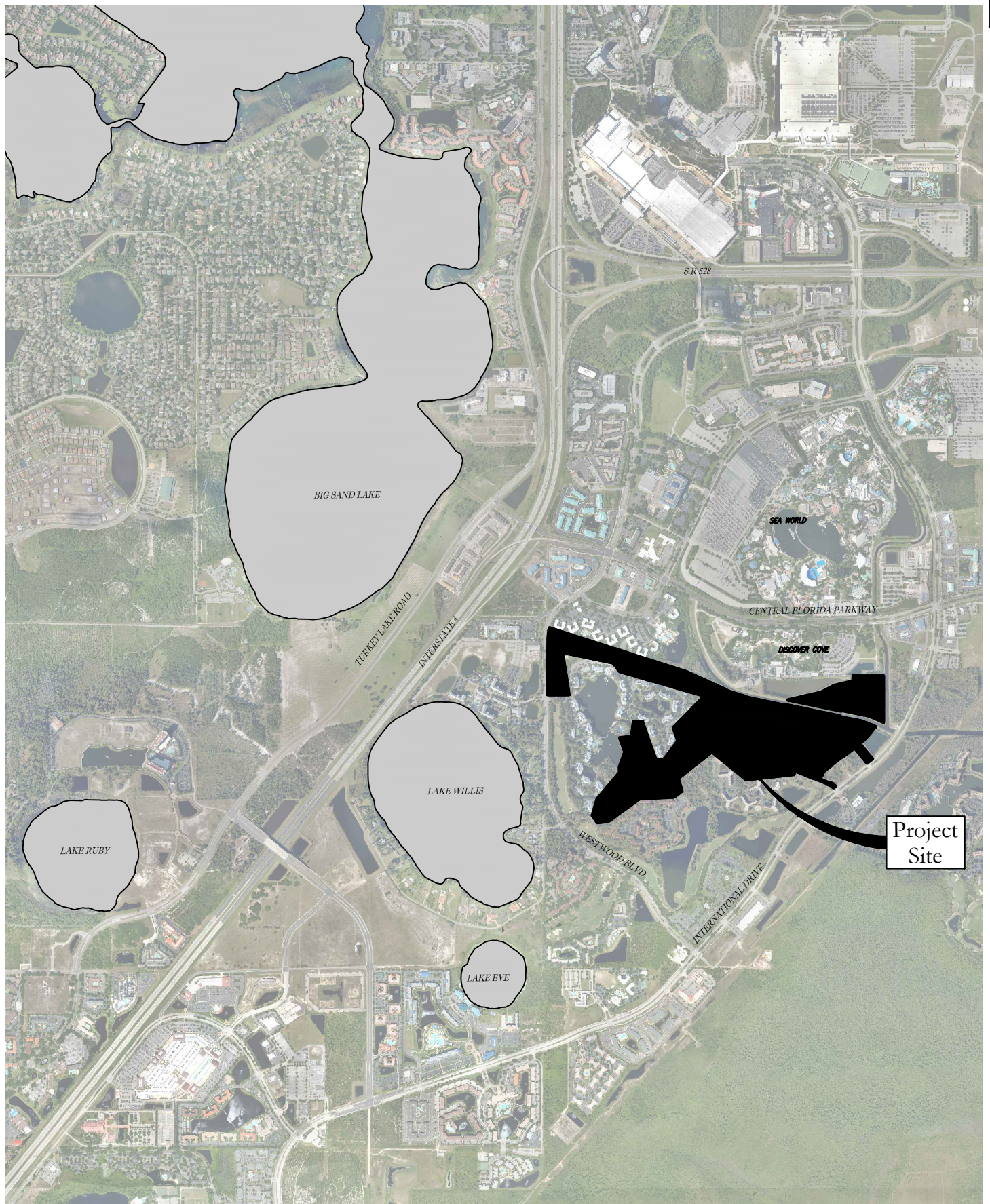
In our professional opinion, and to the best of our knowledge and belief, the costs provided herein for the District are reasonable to complete the construction of the infrastructure improvements described herein. All of the proposed infrastructure capital improvement plan costs are public improvements 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. It is therefore our opinion that the construction of the proposed District capital improvement plan can be completed at the costs as stated.

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.

Christina M. Baxter
State of Florida Professional Engineer No. 67547

Appendix



PSP 15-03-060 CDR 18-07-231

Location Map

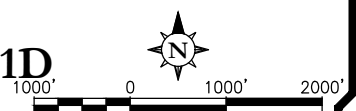
Grande Pines Orangewood N-2 PD Parcel 11D

January 6, 2020
P & B Job No.: 18-007

2602 E. Livingston St.
Orlando, Florida 32803-407.487.2594

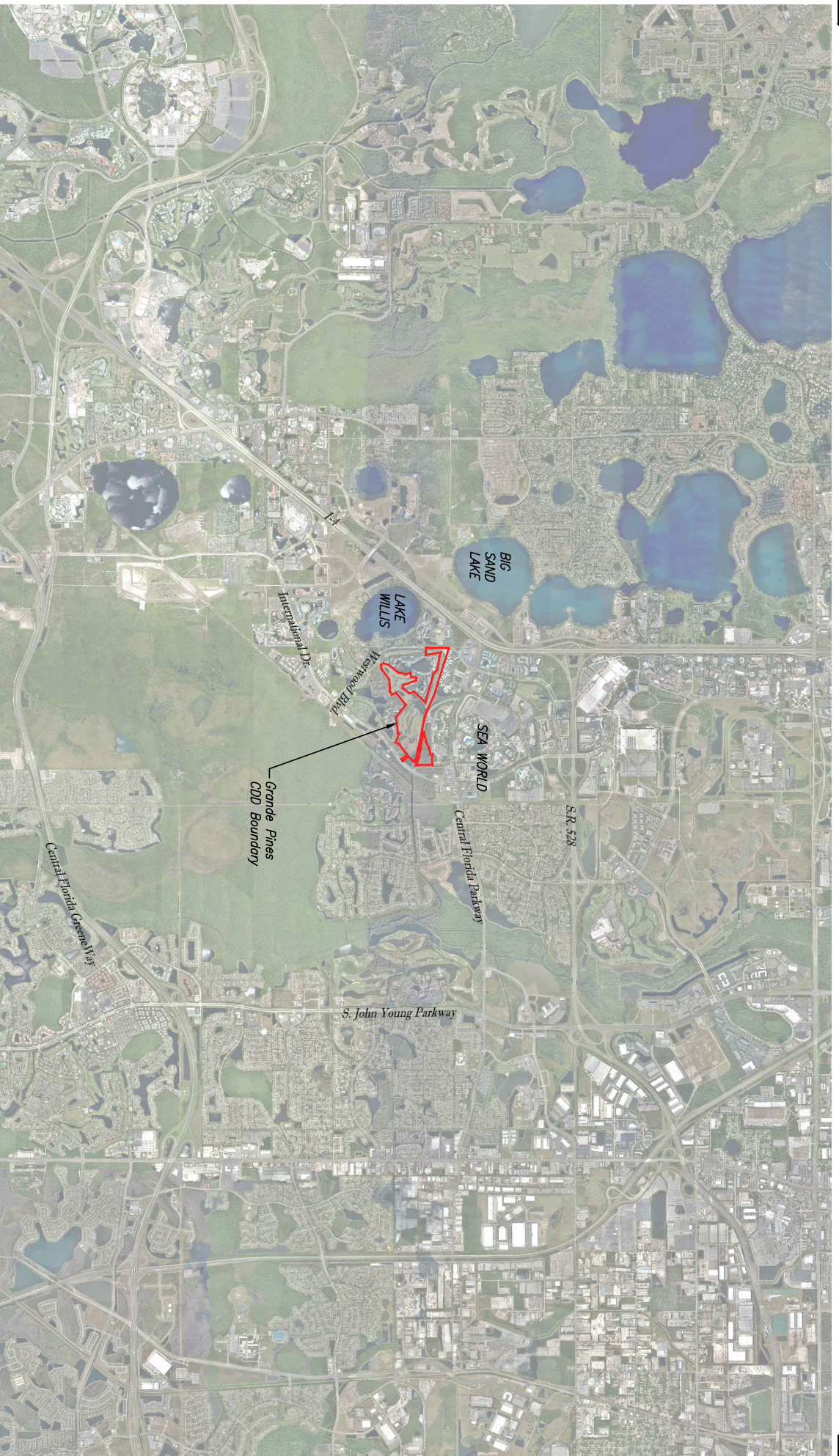
POULOS & BENNETT

www.poulosandbennett.com
Certificate of Authorization No. 28567



SCALE IN FEET

Exhibit 1



Vicinity Map

Grande Pines

POULOS & BENNETT

2602 E. Livingston St.
Orlando, Florida 32803-4074/407.2594

www.poulosbennett.com
Certificate of Authorization No. 28567

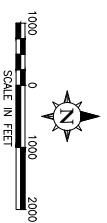


Exhibit 2

SKETCH OF DESCRIPTION

SHEET 1 OF 5

LEGAL DESCRIPTION OF ~~PHASE 1~~

Phase 1 & 2

A parcel of land comprising a portion of Lake 9, a portion of Lake 4, a portion of Golf Course Parcel 3, a portion of Parcel 11, Orangewood Neighborhood 2, as recorded in Plat Book 17, Pages 81 through 87, Public Records of Orange County, Florida.

Being more particularly described as follows:

Commencing at the Northwestern most corner of Lake 9 and the Northeastern most corner of Golf Course Parcel 1 being a point on a non tangent curve, concave Northeasterly having a radius of 1137.00 feet, with a chord bearing of South 55°09'04" East, and a chord distance of 26.30 feet, thence run Southeasterly along the arc of said curve through a central angle of 01°19'32" for a distance of 26.30 feet to a point of tangency; thence run South 55°48'50" East for a distance of 12.73 feet; thence run South 70°42'36" East for a distance of 31.76 feet to the point of curvature of a curve, concave Northeasterly having a radius of 2814.51 feet, with a chord bearing of South 73°02'24" East, and a chord distance of 228.88 feet, thence run Southeasterly along the arc of said curve through a central angle of 04°39'38" for a distance of 228.94 feet to a point on a non tangent line; thence run South 14°37'46" West for a distance of 8.00 feet to a point on a non tangent curve and the POINT OF BEGINNING; said curve being concave Northeasterly having a radius of 2822.51 feet, with a chord bearing of South 76°51'03" East, and a chord distance of 145.83 feet, thence run Southeasterly along the arc of said curve through a central angle of 02°57'38" for a distance of 145.85 feet to a point of tangency; thence run South 78°19'52" East for a distance of 506.47 feet; thence run North 11°40'08" East for a distance of 10.00 feet; thence run South 78°19'52" East for a distance of 850.00 feet; thence run South 11°40'08" West for a distance of 10.00 feet thence run South 78°19'52" East for a distance of 319.37 feet to the point of curvature of a curve, concave Southwesterly having a radius of 873.93 feet, with a chord bearing of South 77°22'34" East, and a chord distance of 29.13 feet, thence run Southeasterly along the arc of said curve through a central angle of 01°54'36" for a distance of 29.13 feet to a point on a non tangent line; thence run South 13°34'43" West for a distance of 5.00 feet to the point of curvature of a curve, concave Southwesterly having a radius of 868.42 feet, with a chord bearing of South 71°10'08" East, and a chord distance of 159.10 feet, thence run Southeasterly along the arc of said curve through a central angle of 10°30'41" for a distance of 159.32 feet to a point of tangency; thence run South 65°54'36" East for a distance of 61.40 feet to a point on non tangent curve, concave Northwesterly having a radius of 1549.86 feet, with a chord bearing of South 42°32'54" West, and a chord distance of 352.89 feet, thence run Southwesterly along the arc of said curve through a central angle of 13°04'27" for a distance of 353.66 to a point on a non tangent curve; concave Southwesterly having a radius of 371.33 feet, with a chord bearing of South 40°42'40" East, and a chord distance of 19.32 feet, thence run Southeasterly along the arc of said curve through a central angle of 02°58'53" for a distance of 19.32 feet to a point of tangency; thence run South 39°13'13" East for a distance of 280.78 feet to a point on the Northwesterly right-of-way line of International Drive and a point on a non tangent curve, concave Northwesterly having a radius of 1849.86 feet, with a chord bearing of South 50°53'36" West, and a chord distance of 100.00 feet, thence run Southwesterly along the arc of said curve through a central angle of 03°05'52" for a distance of

CONTINUED ON SHEET 2



16 East Plant Street
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SURVEYOR'S NOTES:

THIS IS NOT A SURVEY.

THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

BEARINGS SHOWN HEREON ARE BASED ON THE NORTH/SOUTH CENTERLINE OF SECTION 13-24-28 BEING AN ASSUMED BEARING OF S00°24'42"E.

JOB NO. 20130298

DATE: 9-21-2015

SCALE: 1" = 300 FEET

FIELD BY: N/A

CALCULATED BY: JLR

DRAWN BY: DY/PJR

CHECKED BY: EGT

FOR THE LICENSED BUSINESS # 6723 BY:

JAMES L. RICKMAN P.S.M. # 5633

SK14
REV 1-25-16

SKETCH OF DESCRIPTION

SHEET 2 OF 5

CONTINUED FROM SHEET 1

100.01 feet to a point on a non tangent line; thence run North 39°13'13" West for a distance of 280.59 feet to the point of curvature of a curve, concave Southwesterly having a radius of 271.33 feet, with a chord bearing of North 41°17'25" West, and a chord distance of 19.60 feet, thence run Northwesterly along the arc of said curve through a central angle of 04°08'24" for a distance of 19.61 feet to a point on a non tangent line; thence run South 52°53'14" West for a distance of 600.38 feet; thence run South 22°07'41" West for a distance of 123.20 feet; thence run South 67°52'19" East for a distance of 189.74 feet to the point of curvature of a curve, concave Southwesterly having a radius of 83.00 feet, with a chord bearing of South 53°59'08" East, and a chord distance of 39.84 feet, thence run Southeasterly along the arc of said curve through a central angle of 27°46'21" for a distance of 40.23 feet to a point of tangency; thence run South 40°05'58" East for a distance of 24.55 feet; thence run South 52°53'14" West for a distance of 35.05 feet; thence run North 40°05'58" West for a distance of 34.59 feet; thence run North 67°52'19" West for a distance of 616.97 feet; thence run South 15°33'00" West for a distance of 54.05 feet; thence run South 83°39'09" West for a distance of 731.02 feet; thence run North 50°55'34" West for a distance of 681.39 feet; thence run South 51°33'18" West for a distance of 11.65 feet; thence run North 38°26'42" West for a distance of 130.01 feet; thence run North 51°33'18" East for a distance of 90.92 feet to the point of curvature of a curve, concave Southerly having a radius of 30.00 feet, with a chord bearing of North 81°51'49" East, and a chord distance of 30.28 feet, thence run Easterly along the arc of said curve through a central angle of 60°37'02" for a distance of 31.74 feet to a point of on a non tangent line; thence run North 39°04'26" East for a distance of 172.66 feet to a point on a non tangent curve, concave Southerly having a radius of 190.00 feet, with a chord bearing of North 89°50'08" West, and a chord distance of 237.12 feet, thence run Westerly along the arc of said curve through a central angle of 77°13'08" for a distance of 256.07 feet to a point of tangency; thence run South 51°33'18" West for a distance of 74.04 feet; thence run North 16°41'39" West for a distance of 429.93 feet; thence run North 44°29'36" East for a distance of 347.08 feet to a point on a non tangent curve, concave Northerly having a radius of 175.00 feet, with a chord bearing of South 89° 07' 41" East, and a chord distance of 106.90 feet, thence run Easterly along the arc of said curve through a central angle of 35° 34' 01" for a distance of 108.63 to a point of reverse curvature of a curve, concave Southerly having a radius of 125.00 feet, with a chord bearing of South 88° 55' 12" East, and a chord distance of 77.22 feet, thence run Easterly along the arc of said curve through a central angle of 35° 58' 59" for a distance of 78.50 feet to a point of tangency; thence run South 70° 55' 42" East for a distance of 259.79 feet to the point of curvature of a curve, concave Southwesterly having a radius of 100.00 feet, with a chord bearing of South 54° 25' 15" East, and a chord distance of 56.83 feet, thence run Southeasterly along the arc of said curve through a central angle of 33° 00' 55" for a distance of 57.62 feet to a point on a non tangent line; thence run North 52°00'27" East for a distance of 91.30 feet to the POINT OF BEGINNING;

AND TOGETHER WITH:

Conservation Area 2, Orangewood Neighborhood 2, according to the Plat thereof as recorded in Plat Book 17, Pages 81 through 87, Public Records of Orange County, Florida.

Phase 1 contains 55.56 acres, more or less.

Conservation Area 2 contains 12.01 acres more or less.



16 East Plant Street
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THIS IS NOT A SURVEY:

N.T. DENOTES NON TANGENT

● DENOTES CHANGE IN DIRECTION
R/W DENOTES RIGHT-OF-WAY
CL DENOTES CENTERLINE
P.C. DENOTES POINT OF CURVATURE
P.T. DENOTES POINT OF TANGENCY
P.R.C. DENOTES POINT OF REVERSE CURVATURE
P.C.C. DENOTES POINT OF COMPOUND CURVATURE

SK14
REV 1-25-16

JOB NO. 20130298

DATE: 9-21-2015

SCALE: 1" = 300 FEET

FIELD BY: N/A

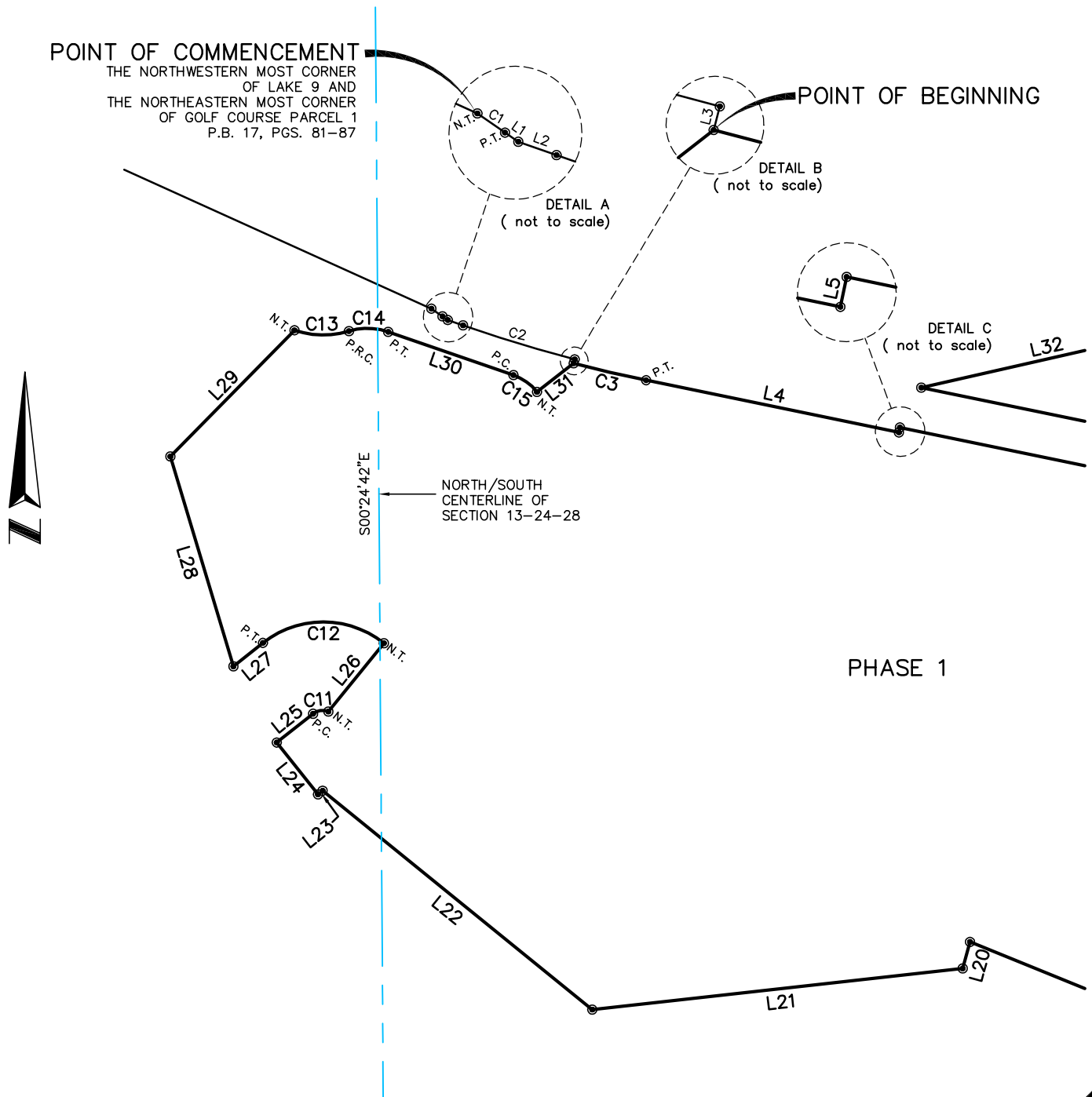
CALCULATED BY: JLR

DRAWN BY: DY/PJR

CHECKED BY: EGT

SKETCH OF DESCRIPTION

SHEET 3 OF 5



16 East Plant Street
Winter Garden, Florida 34787 * (407) 654 5355

THIS IS NOT A SURVEY:

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R/W DENOTES RIGHT-OF-WAY
C DENOTES CENTERLINE
P.C. DENOTES POINT OF CURVATURE
P.T. DENOTES POINT OF TANGENCY
P.R.C. DENOTES POINT OF REVERSE CURVATURE
P.C.C. DENOTES POINT OF COMPOUND CURVATURE

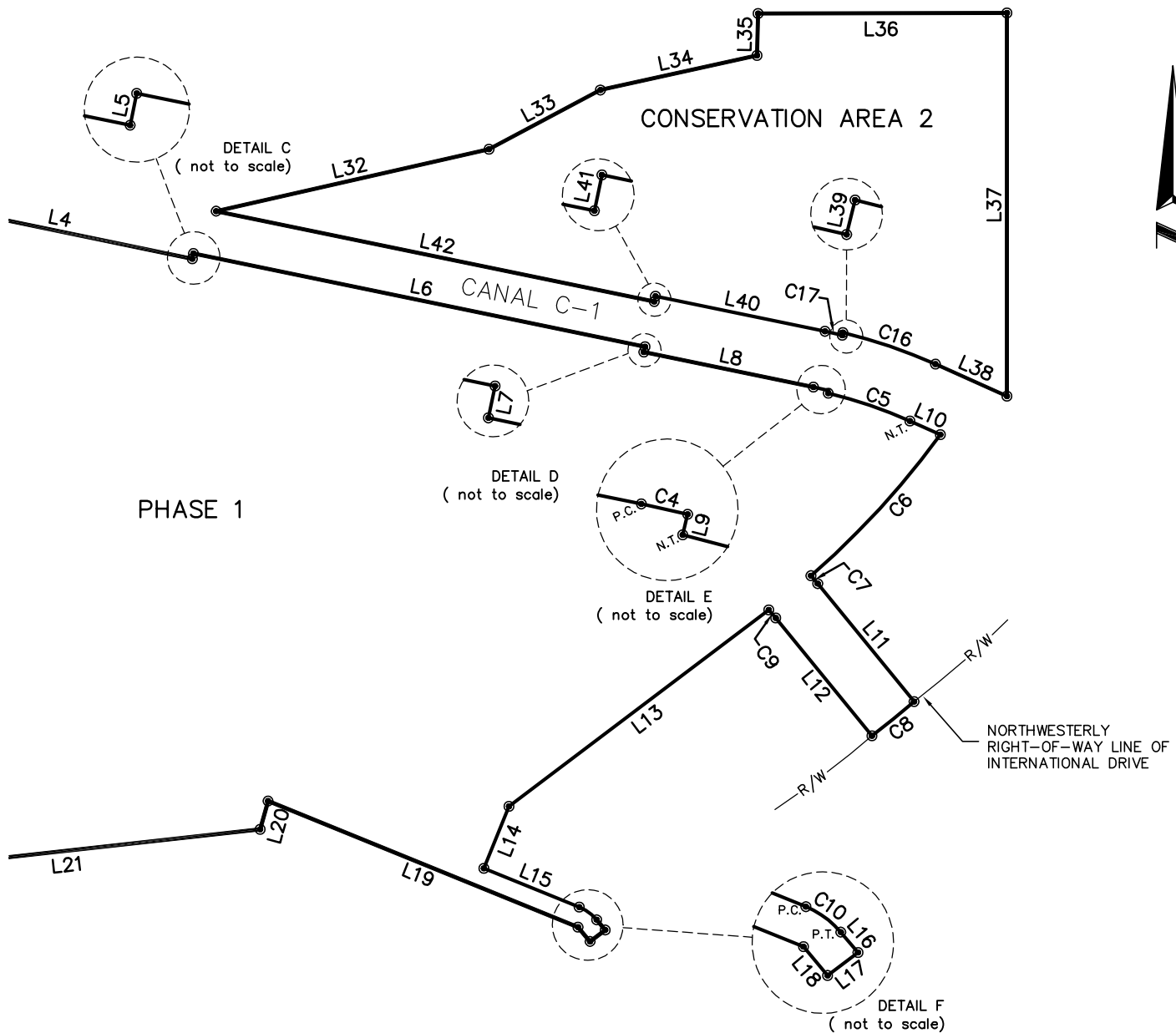
SK14
REV 1-25-16

JOB NO. 20130298
DATE: 9-21-2015
SCALE: 1" = 300 FEET
FIELD BY: N/A

CALCULATED BY: JLR
DRAWN BY: DY/PJR
CHECKED BY: EGT

SKETCH OF DESCRIPTION

SHEET 4 OF 5



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Winter Garden, Florida 34787 * (407) 654 5355

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R/W DENOTES RIGHT-OF-WAY
C DENOTES CENTERLINE
P.C. DENOTES POINT OF CURVATURE
P.T. DENOTES POINT OF TANGENCY
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P.C.C. DENOTES POINT OF COMPOUND CURVATURE

SK14
REV 1-25-16

JOB NO. 20130298
DATE: 9-21-2015
SCALE: 1" = 300 FEET
FIELD BY: N/A

CALCULATED BY: JLR
DRAWN BY: DY/PJR
CHECKED BY: EGT

SKETCH OF DESCRIPTION

SHEET 5 OF 5

LINE TABLE		
LINE	LENGTH	BEARING
L1	12.73'	S55°48'50"E
L2	31.76'	S70°42'36"E
L3	8.00'	S14°37'46"W
L4	506.47'	S78°19'52"E
L5	10.00'	N11°40'08"E
L6	850.00'	S78°19'52"E
L7	10.00'	S11°40'08"W
L8	319.37'	S78°19'52"E
L9	5.00'	S13°34'43"W
L10	61.40'	S65°54'36"E
L11	280.78'	S39°13'13"E
L12	280.59'	N39°13'13"W
L13	600.38'	S52°53'14"W
L14	123.20'	S22°07'41"W
L15	189.74'	S67°52'19"E
L16	24.55'	S40°05'58"E
L17	35.05'	S52°53'14"W
L18	34.59'	N40°05'58"W
L19	616.97'	N67°52'19"W
L20	54.05'	S15°33'00"W
L21	731.02'	S83°39'09"W
L22	681.39'	N50°55'34"W

LINE TABLE		
LINE	LENGTH	BEARING
L23	11.65'	S51°33'18"W
L24	130.01'	N38°26'42"W
L25	90.92'	N51°33'18"E
L26	172.66'	N39°04'26"E
L27	74.04'	S51°33'18"W
L28	429.93'	N16°41'39"W
L29	347.08'	N44°29'36"E
L30	259.79'	S70°55'42"E
L31	91.30'	N52°00'27"E
L32	515.90'	N77°12'49"E
L33	232.63'	N62°02'17"E
L34	295.62'	N77°31'00"E
L35	77.12'	N01°34'14"E
L36	457.30'	N89°51'11"E
L37	706.39'	S00°00'00"E
L38	144.43'	N65°54'36"W
L39	5.00'	S13°34'35"W
L40	319.37'	N78°19'55"W
L41	10.01'	S11°48'44"W
L42	824.77'	N78°19'52"W

CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C1	1137.00'	26.30'	26.30'	S55°09'04"E	1°19'32"
C2	2814.51'	228.94'	228.88'	S73°02'24"E	4°39'38"
C3	2822.51'	145.85'	145.83'	S76°51'03"E	2°57'38"
C4	873.93'	29.13'	29.13'	S77°22'34"E	1°54'36"
C5	868.42'	159.32'	159.10'	S71°10'08"E	10°30'41"
C6	1549.86'	353.66'	352.89'	S42°32'54"W	13°04'27"
C7	371.33'	19.32'	19.32'	S40°42'40"E	2°58'53"
C8	1849.86'	100.01'	100.00'	S50°53'36"W	3°05'52"
C9	271.33'	19.61'	19.60'	N41°17'25"W	4°08'24"
C10	83.00'	40.23'	39.84'	S53°59'08"E	27°46'21"
C11	30.00'	31.74'	30.28'	N81°51'49"E	60°37'02"
C12	190.00'	256.07'	237.12'	N89°50'08"W	77°13'08"
C13	175.00'	108.63'	106.90'	S89°07'41"E	35°34'01"
C14	125.00'	78.50'	77.22'	S88°55'12"E	35°58'59"
C15	100.00'	57.62'	56.83'	S54°25'15"E	33°00'55"
C16	983.93'	180.51'	180.26'	N71°09'56"W	10°30'41"
C17	978.93'	32.63'	32.63'	N77°22'34"W	1°54'36"

THIS IS NOT A SURVEY:

N.T. DENOTES NON TANGENT

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 R/W DENOTES RIGHT-OF-WAY
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SK14
REV 1-25-16



16 East Plant Street
Winter Garden, Florida 34787 * (407) 654 5355

JOB NO. 20130298
 DATE: 9-21-2015
 SCALE: 1" = 300 FEET
 FIELD BY: N/A

CALCULATED BY: JLR
 DRAWN BY: DY/PJR
 CHECKED BY: EGT

SKETCH OF DESCRIPTION

SHEET 1 OF 3

LEGAL DESCRIPTION ~~PHASE 2~~

Phase 3

A parcel of land comprising a portion of Golf Course Parcel 3 and Lake 9, Orangewood Neighborhood 2, as recorded in Plat Book 17, Pages 81 through 87, Public Records of Orange County, Florida.

Being more particularly described as follows:

Commencing at the common corner of Golf Course Parcel 1, Parcel 8 and Lake 9, thence run South 44°29'36" West for a distance of 276.16 feet to the POINT OF BEGINNING; thence run South 16°41'39" East for a distance of 429.93 feet; thence run North 51°33'18" East for a distance of 74.04 feet to the point of curvature of a curve, concave Southerly having a radius of 190.00 feet, with a chord bearing of South 89°50'08" East, and a chord distance of 237.12 feet, thence run Easterly along the arc of said curve through a central angle of 77°13'08" for a distance of 256.07 feet to a point on a non tangent line; thence run South 39°04'26" West for a distance of 172.66 feet to a point on a non tangent curve, concave Southerly having a radius of 30.00 feet, with a chord bearing of South 81°51'49" West, and a chord distance of 30.28 feet, thence run Westerly along the arc of said curve through a central angle of 60°37'02" for a distance of 31.74 feet to a point of tangency; thence run South 51°33'18" West for a distance of 90.92 feet; thence run South 38°26'42" East for a distance of 130.01 feet; thence run South 51°33'18" West for a distance of 655.07 feet; thence run South 17°06'30" East for a distance of 198.79 feet; thence run South 52°18'45" West for a distance of 146.36 feet; thence run South 86°42'01" West for a distance of 534.28 feet; thence run South 54°10'08" West for a distance of 590.09 feet; thence run South 83°27'44" West for a distance of 162.24 feet; thence run North 36°09'00" West for a distance of 129.41 feet; thence run North 16°16'12" East for a distance of 264.03 feet; thence run North 40°06'30" East for a distance of 533.14 feet; thence run North 01°08'12" West for a distance of 78.37 feet; thence run North 19°00'19" East for a distance of 253.34 feet; thence run North 21°04'47" West for a distance of 225.00 feet; thence run North 83°57'03" East for a distance of 185.00 feet; thence run North 06°54'15" East for a distance of 230.00 feet; thence run South 89°52'40" East for a distance of 130.70 feet; thence run South 19°31'03" East for a distance of 620.58 feet; thence run North 89°51'45" East for a distance of 122.55 feet; thence run North 37°24'11" East for a distance of 372.06 feet; thence run North 20°17'21" West for a distance of 212.30 feet; thence run North 44°29'36" East for a distance of 411.32 feet to the POINT OF BEGINNING;

Containing 1320423 square feet, 30.31 acres, more or less.



16 East Plant Street
Winter Garden, Florida 34787 * (407) 654-5355

SURVEYOR'S NOTES:

sk15

THIS IS NOT A SURVEY.

THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

BEARINGS SHOWN HEREON ARE BASED ON THE NORTH/SOUTH CENTERLINE OF SECTION 13-24-28 BEING AN ASSUMED BEARING OF S00°24'42"E.

JOB NO. 20130298
DATE: 9-21-2015
SCALE: 1" = 300 FEET
FIELD BY: N/A

CALCULATED BY: JLR
DRAWN BY: DY/PJR
CHECKED BY: EGT

FOR THE LICENSED BUSINESS # 6723 BY:

JAMES L. RICKMAN P.S.M. # 5633

SHEET 2 OF 3

sk15

SKETCH OF DESCRIPTION

SHEET 3 OF 3

LINE TABLE		
LINE	LENGTH	BEARING
L1	429.93'	S16°41'39"E
L2	74.04'	N51°33'18"E
L3	172.66'	S39°04'26"W
L4	90.92'	S51°33'18"W
L5	130.01'	S38°26'42"E
L6	655.07'	S51°33'18"W
L7	198.79'	S17°06'30"E
L8	146.36'	S52°18'45"W
L9	534.28'	S86°42'01"W
L10	590.09'	S54°10'08"W
L11	162.24'	S83°27'44"W
L12	129.41'	N36°09'00"W
L13	264.03'	N16°16'12"E
L14	533.14'	N40°06'30"E
L15	78.37'	N01°08'12"W
L16	253.34'	N19°00'19"E
L17	225.00'	N21°04'47"W
L18	185.00'	N83°57'03"E
L19	230.00'	N06°54'15"E
L20	130.70'	S89°52'40"E
L21	620.58'	S19°31'03"E
L22	122.55'	N89°51'45"E
L23	372.06'	N37°24'11"E
L24	212.30'	N20°17'21"W
L25	411.32'	N44°29'36"E

CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C1	190.00'	256.07'	237.12'	S89°50'08"E	77°13'08"
C2	30.00'	31.74'	30.28'	S81°51'49"W	60°37'02"



16 East Plant Street
Winter Garden, Florida 34787 * (407) 654 5355

THIS IS NOT A SURVEY:

N.T. DENOTES NON TANGENT

● DENOTES CHANGE IN DIRECTION
 R/W DENOTES RIGHT-OF-WAY
 C DENOTES CENTERLINE
 P.C. DENOTES POINT OF CURVATURE
 P.T. DENOTES POINT OF TANGENCY
 P.R.C. DENOTES POINT OF REVERSE CURVATURE
 P.C.C. DENOTES POINT OF COMPOUND CURVATURE

sk15

JOB NO. 20130298
 DATE: 9-21-2015
 SCALE: 1" = 300 FEET
 FIELD BY: N/A

CALCULATED BY: JLR
 DRAWN BY: DY/PJR
 CHECKED BY: EGT

SKETCH OF DESCRIPTION

SHEET 1 OF 3

LEGAL DESCRIPTION ~~PHASE 3~~ **Phase 4 & 5**

A parcel of land comprising a portion of Golf Course Parcel 1, a portion of Golf Course Parcel 3 and a portion of Lake 9, Orangewood Neighborhood 2, as recorded in Plat Book 17, Pages 81 through 87, Public Records of Orange County, Florida.

Being more particularly described as follows:

Beginning at the Northwest corner of Golf Course Parcel 1, run South 72°13'51" East along the North line of said Golf Course Parcel 1 for a distance of 2205.59 feet; thence run South 65°40'02" East for a distance of 661.67 feet to the point on a non tangent curve, concave Northeasterly having a radius of 1137.00 feet, with a chord bearing of South 55°09'04" East, and a chord distance of 26.30 feet, thence run Southeasterly along the arc of said curve through a central angle of 01°19'32" for a distance of 26.30 feet to a point of tangency; thence run South 55°48'50" East for a distance of 12.73 feet; thence run South 70°42'36" East for a distance of 31.76 feet to the point of curvature of a curve, concave Northeasterly having a radius of 2814.51 feet, with a chord bearing of South 73°02'24" East, and a chord distance of 228.88 feet, thence run Southeasterly along the arc of said curve through a central angle of 04°39'38" for a distance of 228.94 feet to a point on a non tangent line; thence run South 14°37'46" West for a distance of 8.00 feet; thence run South 52°00'27" West for a distance of 91.30 feet to a point on a non tangent curve, concave Southwesterly having a radius of 100.00 feet, with a chord bearing of North 54°25'15" West, and a chord distance of 56.83 feet, thence run Northwesterly along the arc of said curve through a central angle of 33°00'55" for a distance of 57.62 feet to a point of tangency; thence run North 70°55'42" West for a distance of 259.79 feet to the point of curvature of a curve, concave Southerly having a radius of 125.00 feet, with a chord bearing of North 88°55'12" West, and a chord distance of 77.22 feet, thence run Westerly along the arc of said curve through a central angle of 35°58'59" for a distance of 78.50 to a point of reverse curvature of a curve concave Northerly having a radius of 175.00 feet, with a chord bearing of North 89°07'41" West, and a chord distance of 106.90 feet, thence run Westerly along the arc of said curve through a central angle of 35°34'01" for a distance of 108.63 feet to a point on a non tangent line; thence run South 44°29'36" West for a distance of 70.92 feet; thence run North 73°52'37" West for a distance of 1359.00 feet; thence run North 37°39'42" West for a distance of 167.29 feet; thence run North 78°14'44" West for a distance of 800.54 feet; thence run South 08°48'43" East for a distance of 658.05 feet; thence run South 89°57'50" West for a distance of 319.06 feet to a point on the Easterly right-of-way line of Westwood Boulevard; thence run North 00°29'18" East for a distance of 877.35 feet to the point of curvature of a curve, concave Easterly having a radius of 600.00 feet, with a chord bearing of North 07°11'21" East, and a chord distance of 140.03 feet, thence run Northerly along the arc of said curve through a central angle of 13°24'07" for a distance of 140.35 to the POINT OF BEGINNING.

Containing 910674 square feet, 20.91 acres, more or less.



16 East Plant Street
Winter Garden, Florida 34787 * (407) 654 5355

SURVEYOR'S NOTES:

THIS IS NOT A SURVEY.

THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

BEARINGS SHOWN HEREON ARE BASED ON THE NORTH/SOUTH CENTERLINE OF SECTION 13-24-28 BEING AN ASSUMED BEARING OF S00°24'42"E.

JOB NO. 20130298
DATE: 9-21-2015
SCALE: 1" = 300 FEET
FIELD BY: N/A

CALCULATED BY: JLR
DRAWN BY: DY/PJR
CHECKED BY: EGT

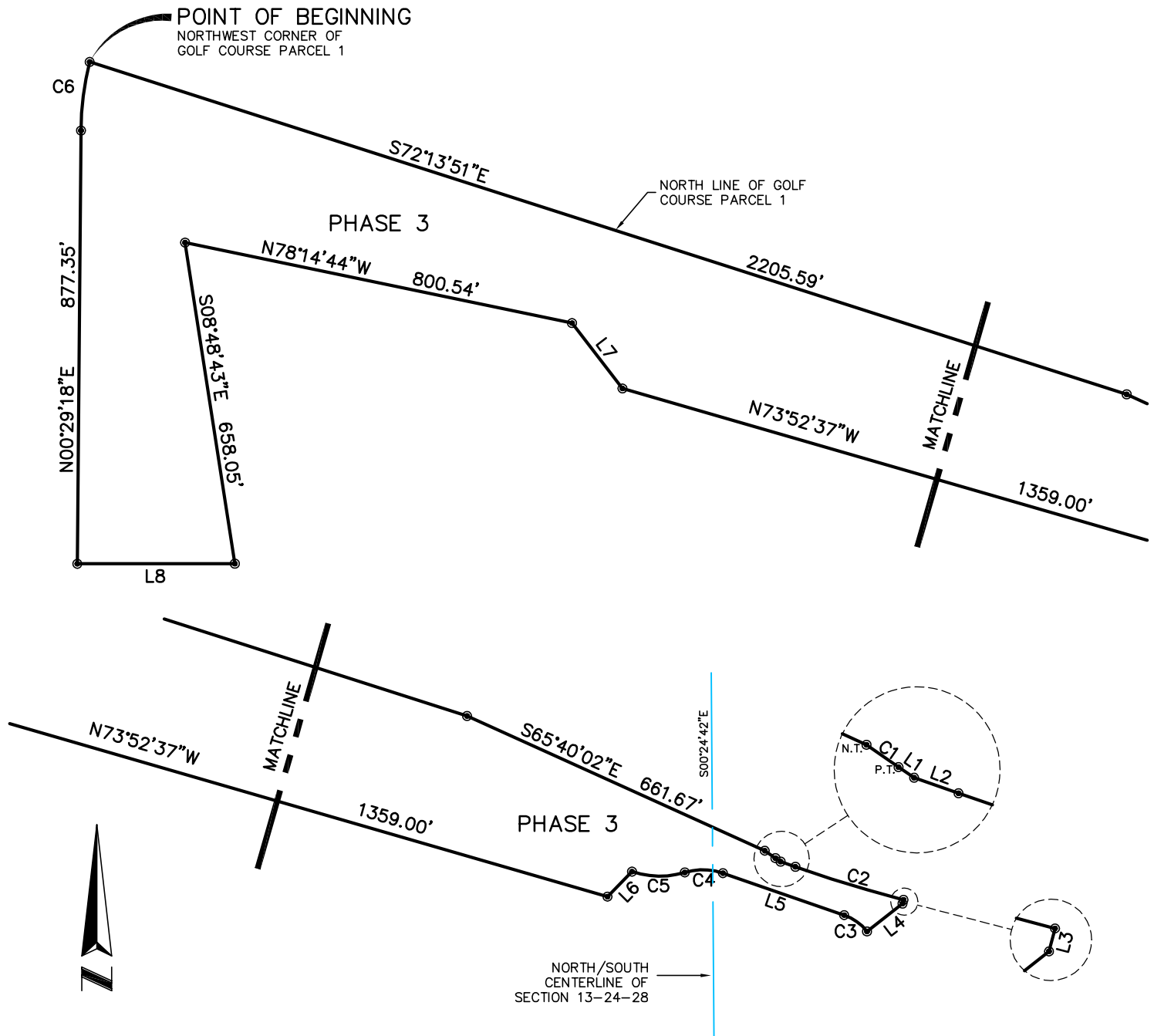
FOR THE LICENSED BUSINESS # 6723 BY:

JAMES L. RICKMAN P.S.M. # 5633

sk16

SKETCH OF DESCRIPTION

SHEET 2 OF 3



16 East Plant Street
Winter Garden, Florida 34787 * (407) 654 5355

THIS IS NOT A SURVEY:

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● DENOTES CHANGE IN DIRECTION
R/W DENOTES RIGHT-OF-WAY
C DENOTES CENTERLINE
P.C. DENOTES POINT OF CURVATURE
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P.R.C. DENOTES POINT OF REVERSE CURVATURE
P.C.C. DENOTES POINT OF COMPOUND CURVATURE

JOB NO. 20130298
DATE: 9-21-2015
SCALE: 1" = 300 FEET
FIELD BY: N/A

CALCULATED BY: JLR
DRAWN BY: DY/PJR
CHECKED BY: EGT

SKETCH OF DESCRIPTION

SHEET 3 OF 3

LINE TABLE		
LINE	LENGTH	BEARING
L1	12.73'	S55°48'50"E
L2	31.76'	S70°42'36"E
L3	8.00'	S14°37'46"W
L4	91.30'	S52°00'27"W
L5	259.79'	N70°55'42"W
L6	70.92'	S44°29'36"W
L7	167.29'	N37°39'42"W
L8	319.06'	S89°57'50"W

CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C1	1137.00'	26.30'	26.30'	S55°09'04"E	1°19'32"
C2	2814.51'	228.94'	228.88'	S73°02'24"E	4°39'38"
C3	100.00'	57.62'	56.83'	N54°25'15"W	33°00'55"
C4	125.00'	78.50'	77.22'	N88°55'12"W	35°58'59"
C5	175.00'	108.63'	106.90'	N89°07'41"W	35°34'01"
C6	600.00'	140.35'	140.03'	N07°11'21"E	13°24'07"



16 East Plant Street
Winter Garden, Florida 34787 * (407) 654 5355

THIS IS NOT A SURVEY:

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● DENOTES CHANGE IN DIRECTION
 R/W DENOTES RIGHT-OF-WAY
 CL DENOTES CENTERLINE
 P.C. DENOTES POINT OF CURVATURE
 P.T. DENOTES POINT OF TANGENCY
 P.R.C. DENOTES POINT OF REVERSE CURVATURE
 P.C.C. DENOTES POINT OF COMPOUND CURVATURE

sk16

JOB NO. 20130298
 DATE: 9-21-2015
 SCALE: 1" = 300 FEET
 FIELD BY: N/A

CALCULATED BY: JLR
 DRAWN BY: DY/PJR
 CHECKED BY: EGT



Post-Development Conditions Basin Map

Grande Pines

POULOS & BENNETT

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Orlando, Florida 32803 - 407.487.2594

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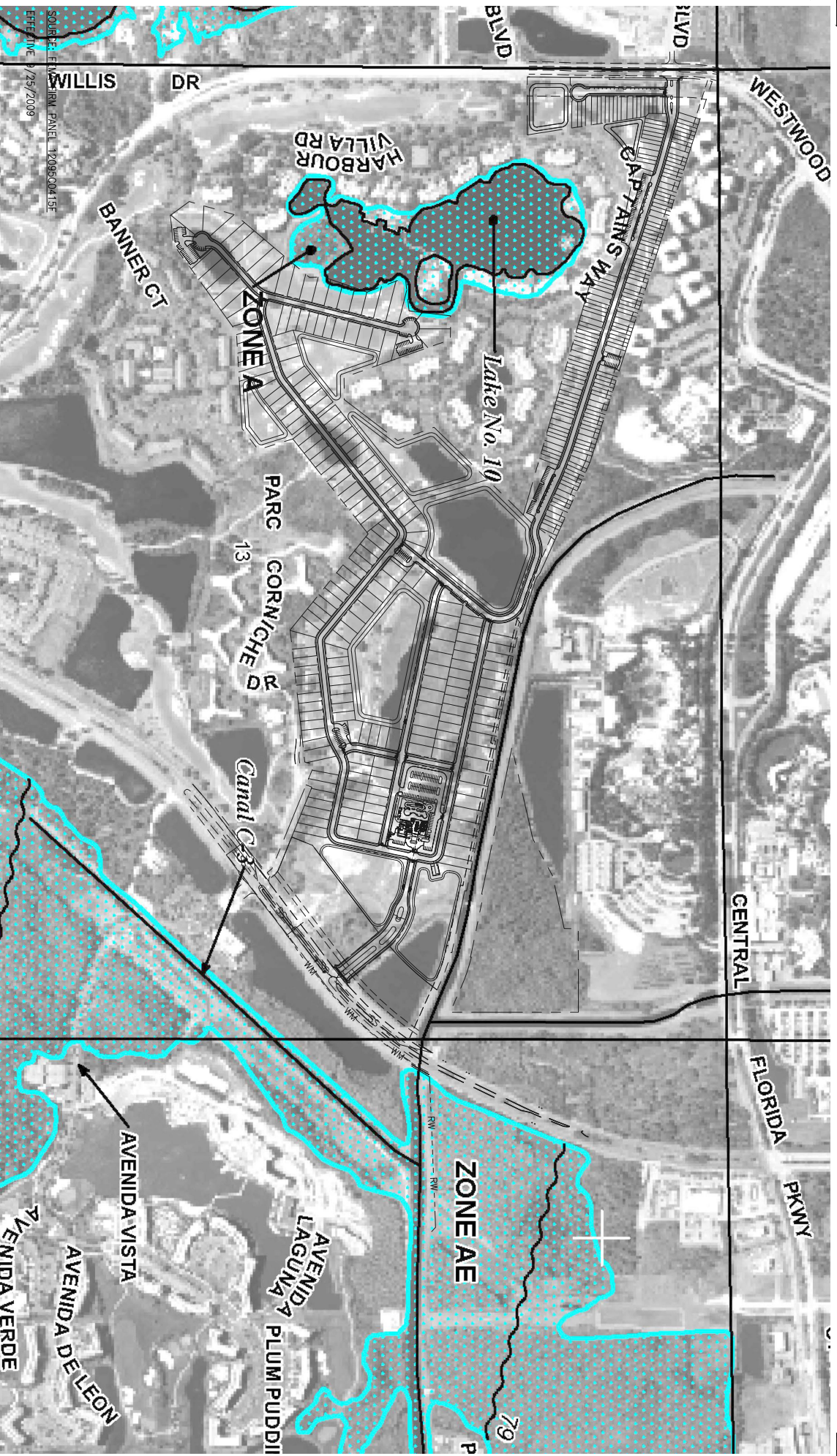
January 6, 2020
P & B Job No.: 18-007
2:30 PM 18-007 P&B SCALE - GRADE PMS SW (C) (A) 18-007 C&P P&B DEVELOPMENT BASIN MAP

Ridgewood Property Land Use		
Basin ID	Drainage Area (Ac)	Proposed Land Use
4A	19.46	Single-Family
4B	22.88	Single-Family/Commercial
5B	7.41	Multi-Family/Commercial
6A.1	16.26	Multi-Family
6A.2	6.62	Open Space
6C	6.00	Single-Family
6D	15.05	Single-Family
6E	16.44	Multi-Family
9A	8.59	Single-Family
9C*	29.70	Single-Family
10A	11.99	Multi-Family
10B	5.87	Commercial
TOTAL	166.27	

* Basins with ponds being revised under this submittal.

- LEGEND
- PROPERTY BOUNDARY
 - DRAINAGE BASIN
 - NODE DISCHARGE
 - 8 BASIN ID
 - NODE POND ID
 - DISCHARGE POINT/VALVE
 - C1 PROPERTY AREA
 - PROPOSED TOP OF POND
 - POND NO.





FEMA 100 Year Floodplain Map
Grande Pines

January 6, 2020
P & B Job No.: 15407

2002 E. Livingston St.
Orlando, Florida 32803-4074/40742594

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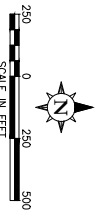
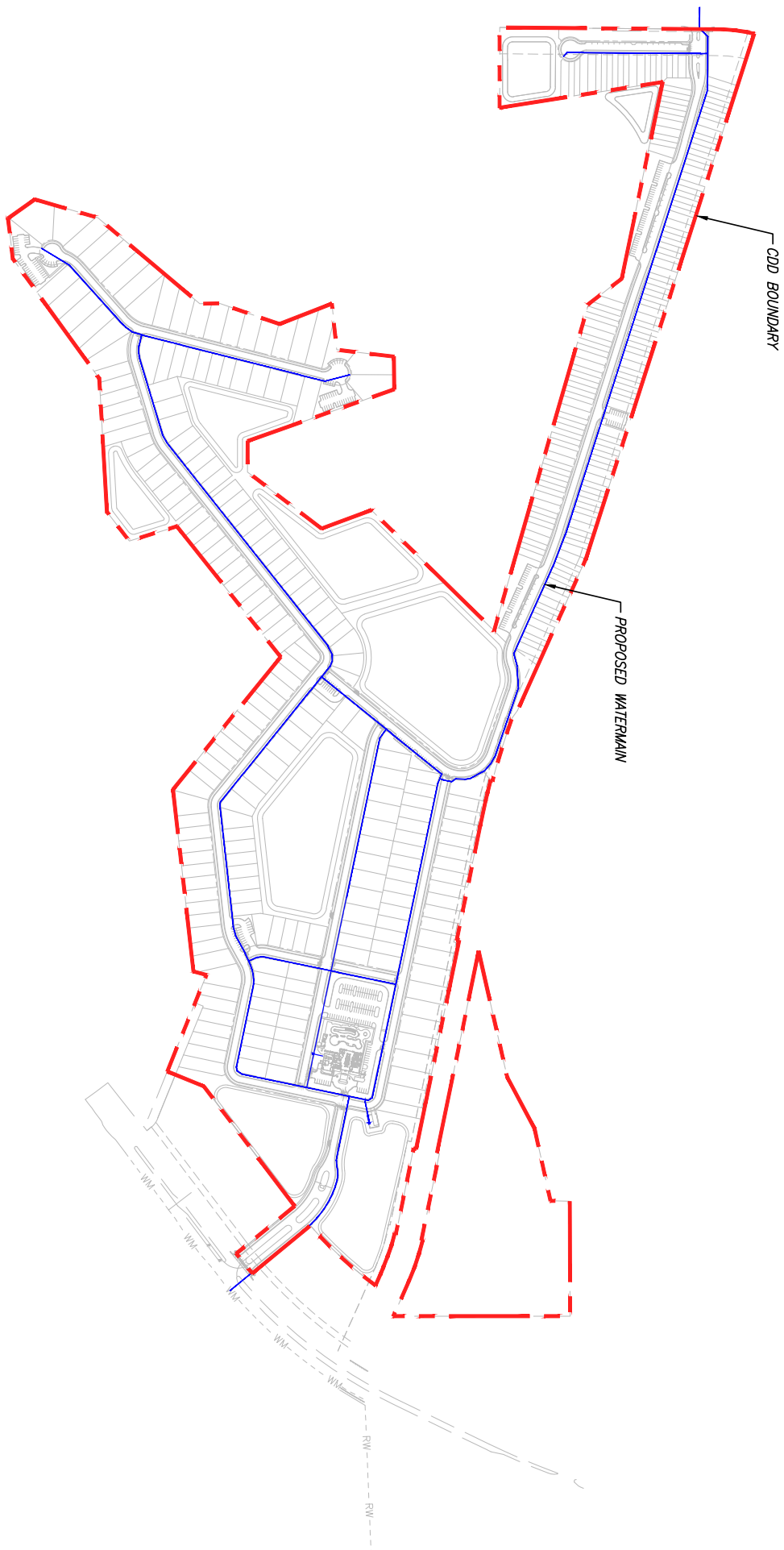


Exhibit 8

2/20/19 15-07 FINAL SOURCE - SOURCE PMS 571023/CA 15-07 02 TBM 10 TBM 1000/CA 15-07



Potable Water Distribution Plan Grande Pines

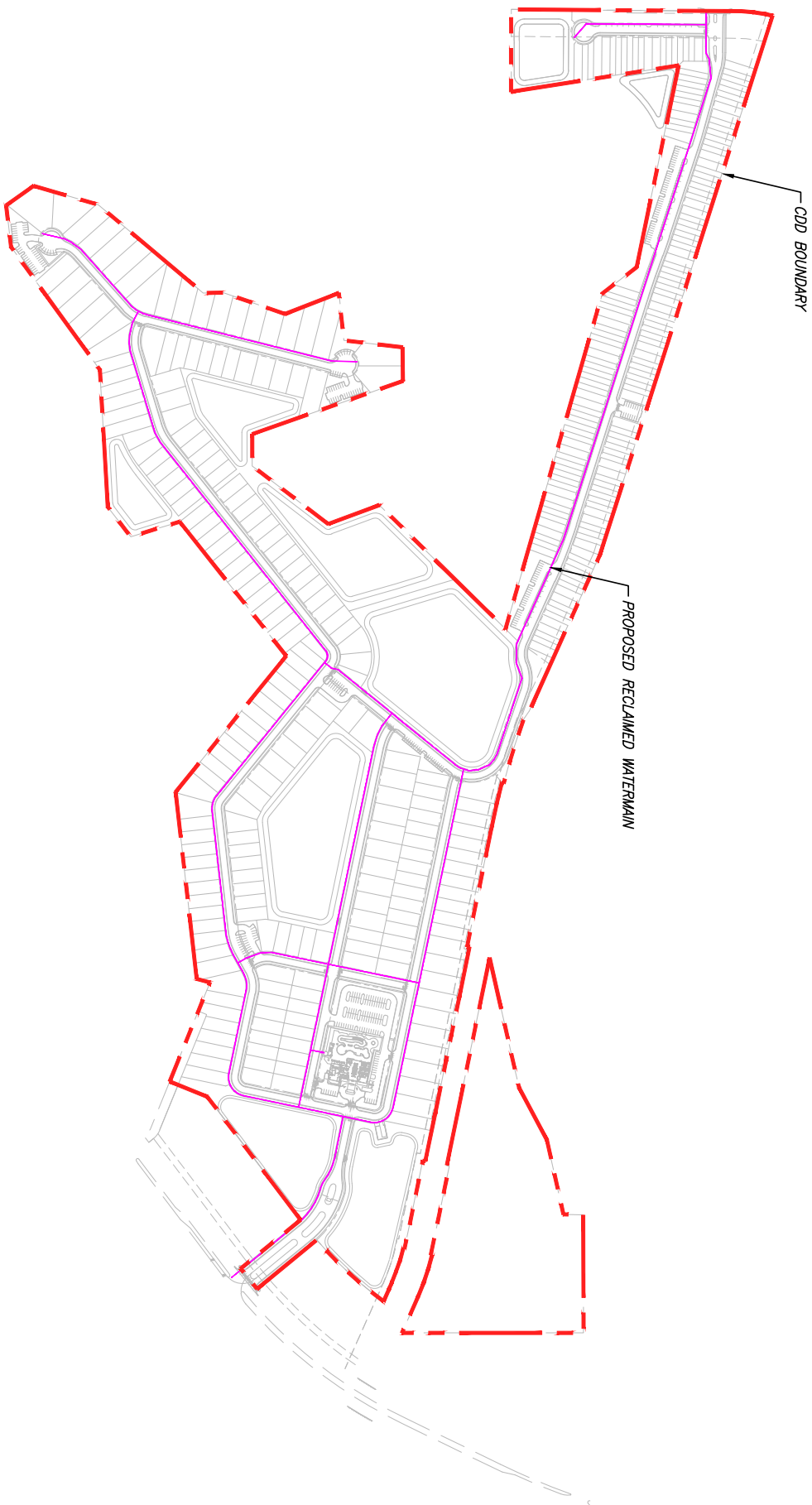
January 6, 2020
P & B Job No.: 18-007

2602 E. Livingston St.
Orem, Utah 84058-4074/487-2594

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Z:\0018-18-007\PMW\SCALE - GRADE.PWS 5/13/2019 1:50:07 CDD TILES.dwg



Recland Water Distribution Plan

Grande Pines

January 6, 2020
P & B Job No.: 18-007

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Orem, Utah 84058-4074/487-2594

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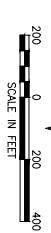
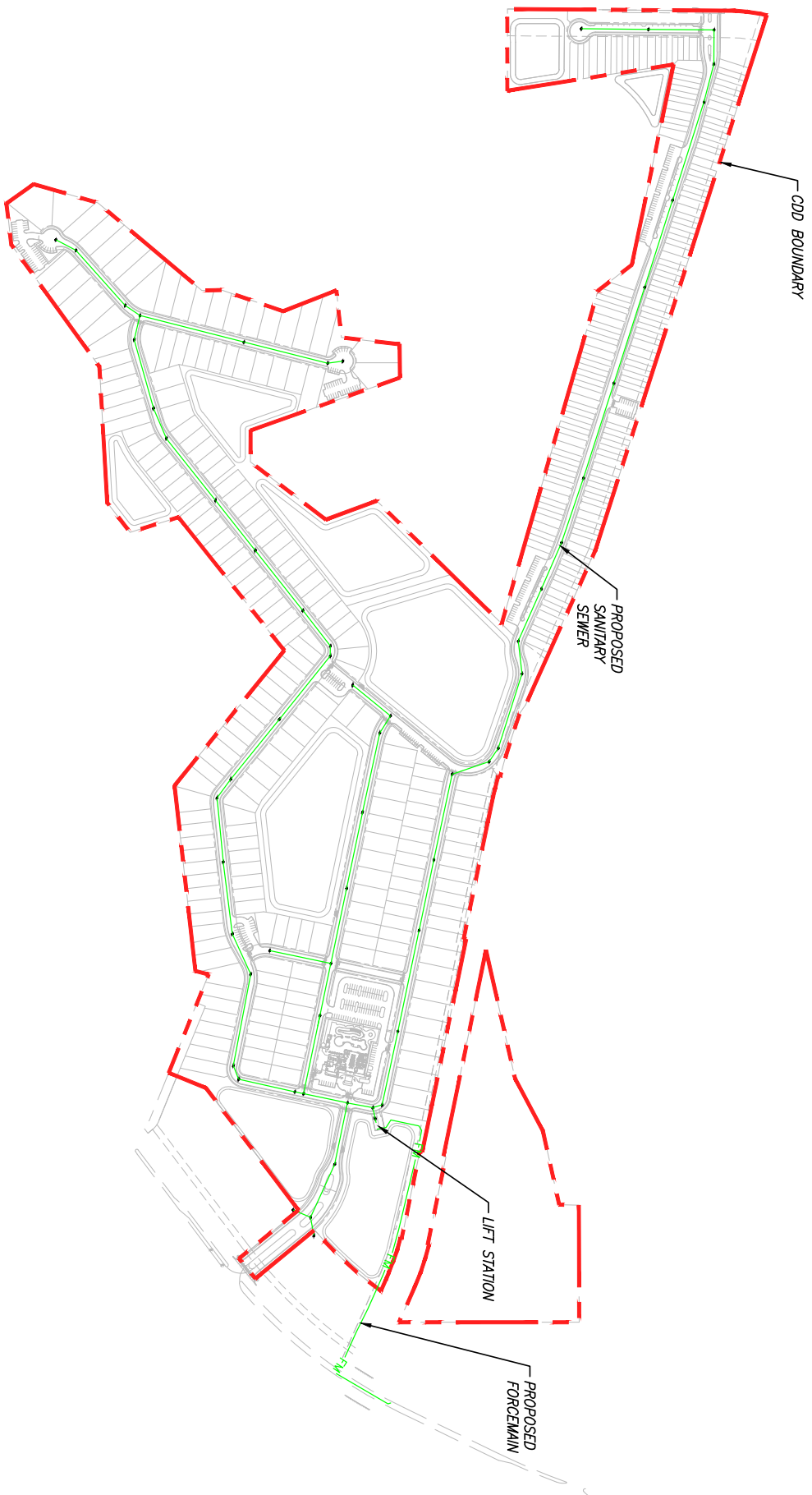


Exhibit 10

Z:\0018-007\18-007 P&B\CD\CD\18-007 CDD UTILS.dwg



Wastewater System Map
Grande Pines

January 6, 2020
P & B Job No.: 18-007

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Orem, Utah 84058-4074/487-2594

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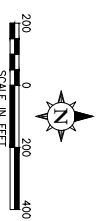
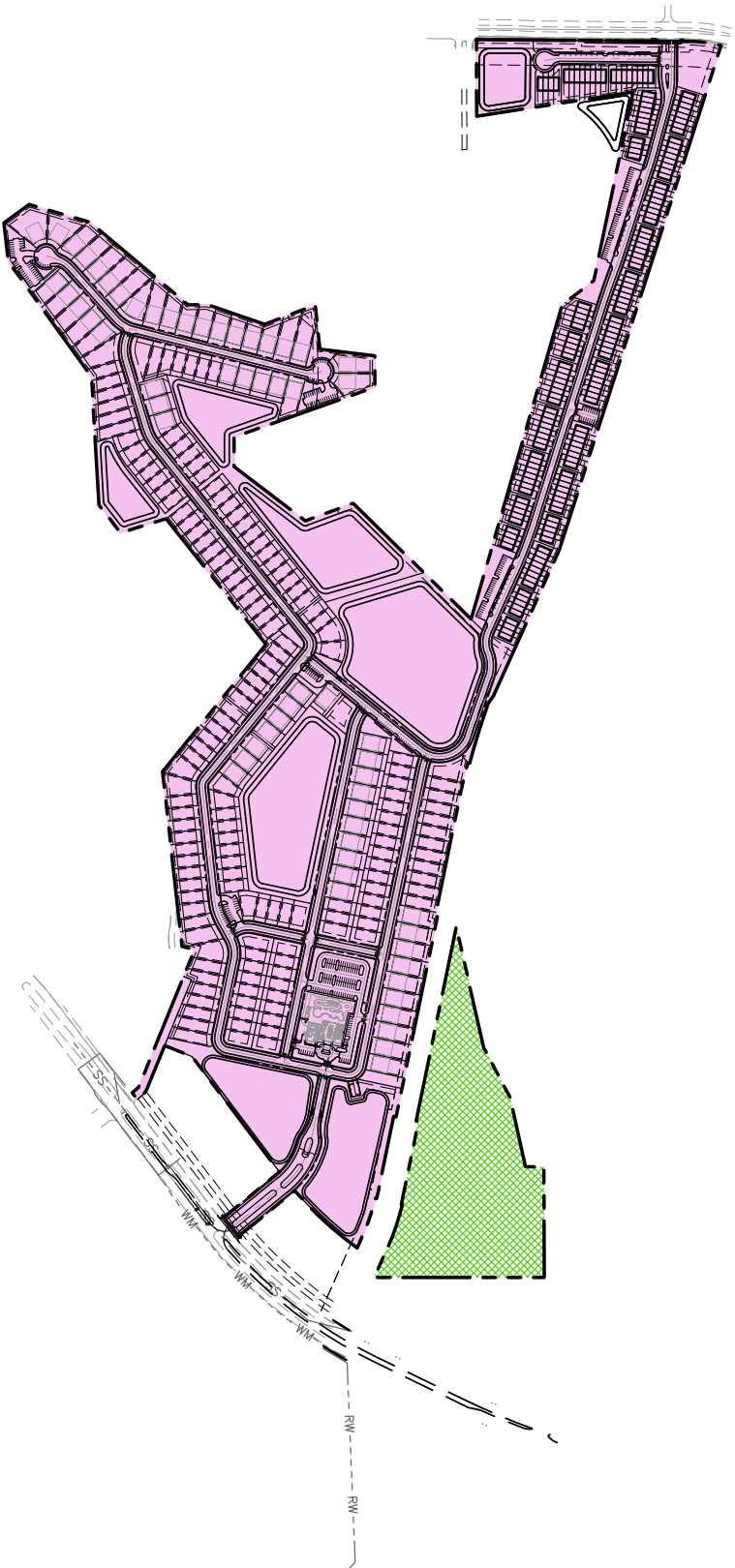




Exhibit 11



LEGEND

	PD	INTENSITY MIN 12 DU/AC	INTENSITY MAX 13.5 DU/AC	ALLOWABLE USES MIXED USE	ACRES 94.76 ac
	CONSERVATION				12.01 ac

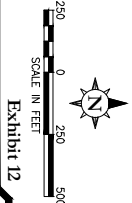
SOURCE:
 PLANNED DEVELOPMENT/LAND USE PLAN
 FOR ORANGEWOOD N-2 PD CENTRAL
 FLORIDA PARKWAY & INTERNATIONAL DRIVE

Future Land Use Plan Grande Pines

POULOS & BENNETT

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 Orlando, Florida 32803-4074/407.2594
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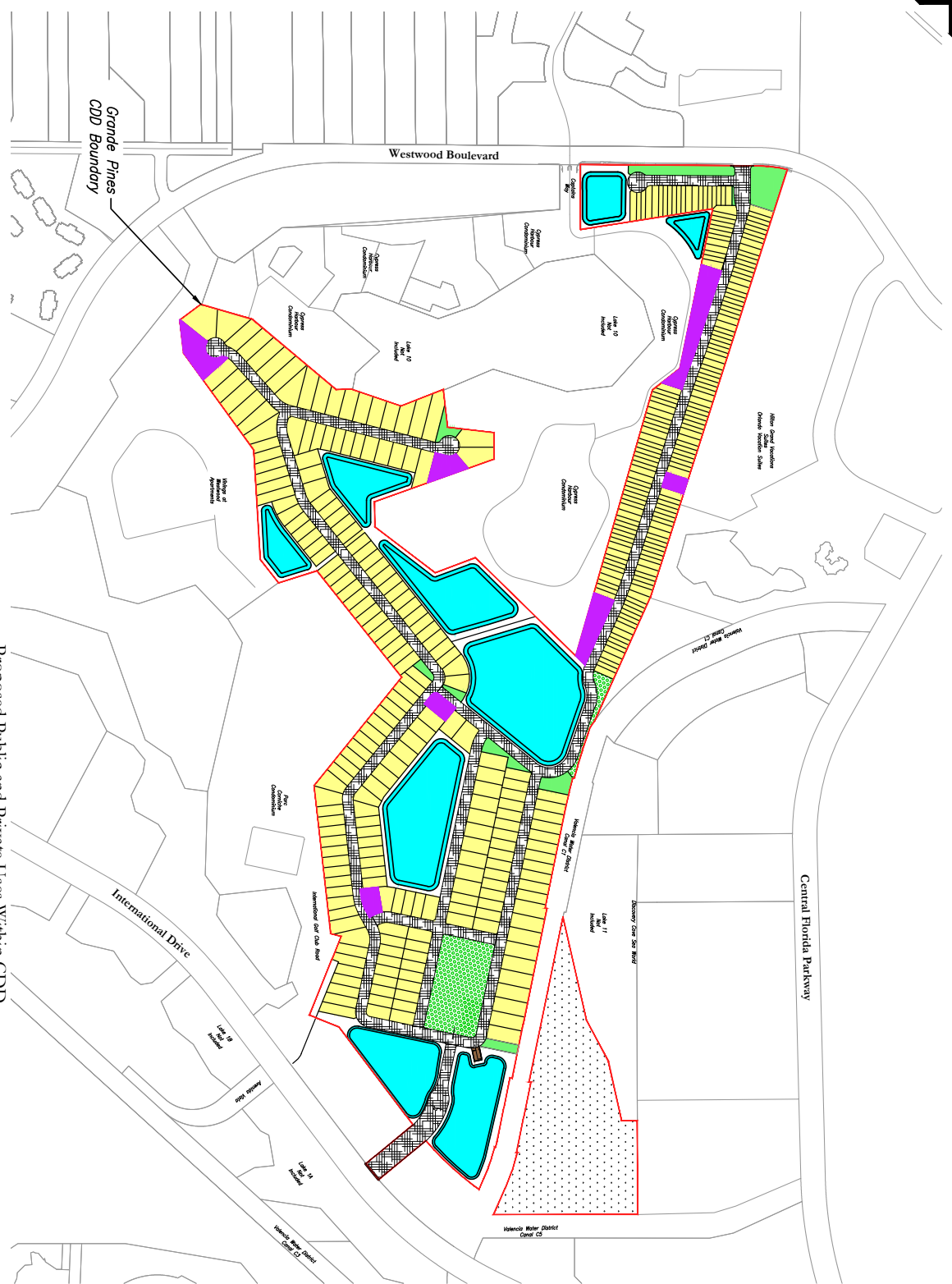
January 6, 2020
 P & B Job No.: 18-007
 E:\2018\18-007\PM&S\18-007\002\002 LAND USE PLAN



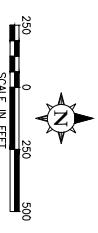
LEGEND Tract Type (Public or Private Designation /Ownership & Maintenance Entity)

- CDD Boundary
- Lots (Private/Individual Lot Owners)
- Utility Tract (Public/Orange County Utilities)
- Open Space Tracts (Public/CDD)
- Park Tracts (Private/HOA)
- Parking Tracts (Public/CDD)
- Stormwater Tracts (Public/CDD)
- Conservation Area (Private/CDD)
- Roads (Public/CDD)

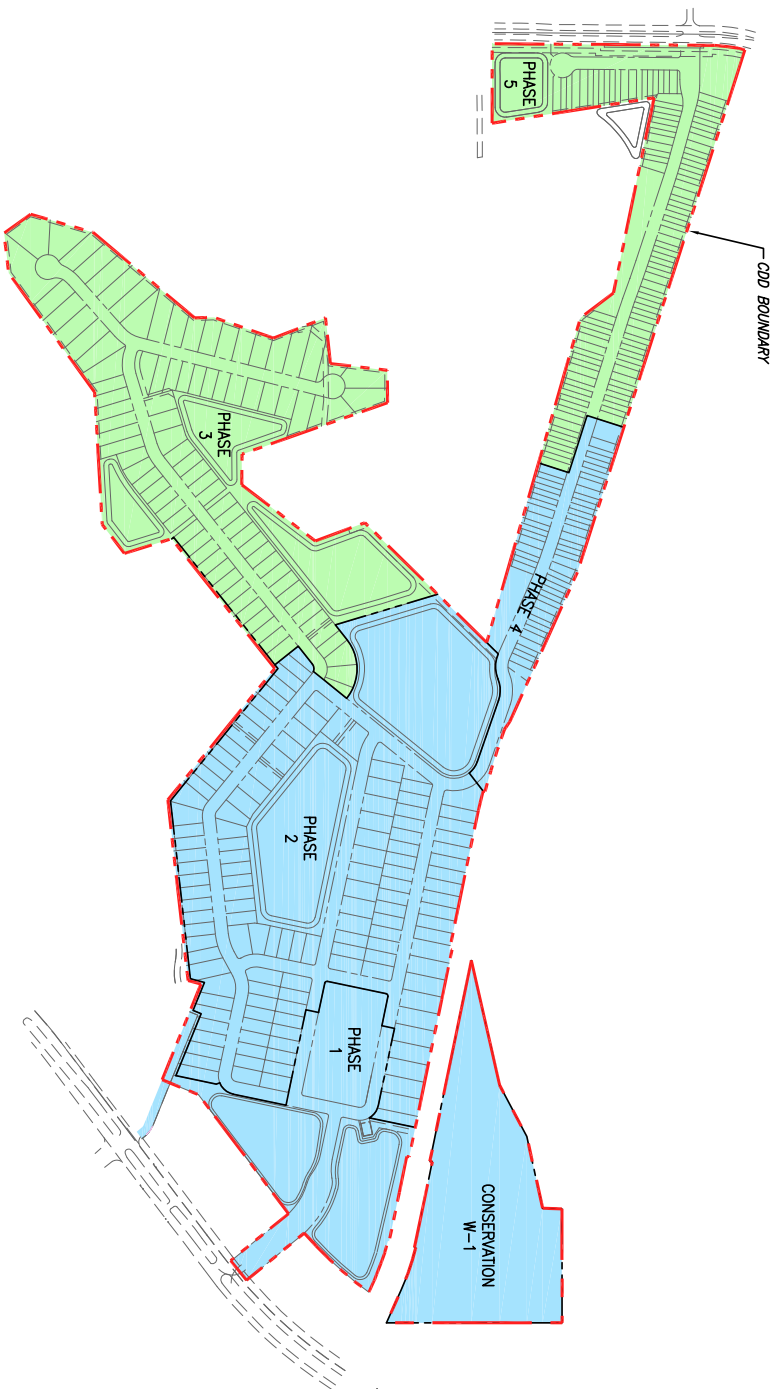
NOTES:
 1. Water, wastewater and reclaimed water utilities will be owned and maintained by Orange County Utilities.



Proposed Public and Private Uses Within CDD **Grande Pines**



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ASSESSMENT AREA MINIMUM LOT WIDTH							
TYPE	AREAS	70'	50'	22'-23'	UNIT TOTAL	AREA	
n/a	PHASE 1	0	0	0	0	13.22 ACRES	
n/a	PHASE 2	28	99	0	127	42.34 ACRES	
n/a	PHASE 4	0	0	55	55	6.49 ACRES	
n/a	CONSERVATION	0	0	0	0	12.01 ACRES	
	ASSESSMENT AREA ONE TOTAL	28	99	55	182	74.06 ACRES	
n/a	PHASE 3	33	56	0	89	30.31 ACRES	
	PHASE 5	0	0	114	114	14.41 ACRES	
	ASSESSMENT AREA TWO TOTAL	33	56	114	203	44.72 ACRES	
n/a	GRAND TOTAL	61	155	169	385	118.79 ACRES	

BOUNDARY
PHASE

Assessment Area Exhibit Grande Pines

February 10, 2020
P & B Job No. 18-007

2602 E Livingston St.
Orlando, Florida 32803-4978/2794

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250 0 250 500
SCALE IN FEET

Exhibit 15

Z:\01818-007 P&B SCALE - GRAND PINE SERVICES\018-007 CDD ASSESSMENT AREA.DWG

Exhibit 16
Preliminary Cost Opinion (2/7/20)
Proposed Grande Pines Community Development District

Facility	ASSESSMENT AREA		ASSESSMENT AREA		TOTAL	
	ONE / PH 1, 2, & 4	TWO / PH 3 & 5				
General (mobilization, as-builts, survey, layout, erosion Control)	\$	344,665	\$	360,281	\$	704,947
Earthworks (stormwater pond excavation, sod and dewatering)	\$	762,013	\$	581,315	\$	1,343,328
Concrete (curbs, gutter, sidewalk, ADA ramp, drive apron)	\$	738,938	\$	318,437	\$	1,057,375
Onsite Paving (asphalt, soil cement base, subgrade)	\$	1,395,874	\$	1,430,865	\$	2,826,739
Stormwater Improvements (pipes, drainage structures, control structures, outfalls, pipe dewatering)	\$	1,323,944	\$	654,293	\$	1,978,237
Potable Water Distribution (pipes, fittings, valves, testing)	\$	600,902	\$	436,957	\$	1,037,859
Reclaimed Water Distribution (pipes, fittings, valves, testing)	\$	435,687	\$	269,008	\$	704,695
Sanitary Sewer System (lift stations, pipes, fittings, valves, landscape/hardscape	\$	603,367	\$	441,121	\$	1,044,488
	\$	1,832,000	\$	928,000	\$	2,760,000
Subtotal	\$	8,037,391	\$	5,420,277	\$	13,457,668
Soft Costs (10%)	\$	803,739	\$	542,028	\$	1,345,767
Subtotal	\$	8,841,130	\$	5,962,305	\$	14,803,435
Contingency (20% of Hard Costs)	\$	1,607,478	\$	1,084,055	\$	2,691,534
Total	\$	10,448,608	\$	7,046,360	\$	17,494,968

Notes:

1) On-site potable water, reclaimed water, and wastewater systems include costs for construction of the on-site utilities and points of connection to OCU's system.

Exhibit 17
GRANDE PINES
Permit Status

Permit	Submitted	Approved
Master		
Orange County PD - CDR 18-07-230		2/26/2019
Orange County PSP - CDR 18-07-231		3/15/2019
Orange County Mass Grading-19-MG-069		9/16/2019
Orange County Mass Grading-19-MG-084		11/13/2019
Orange County MUP-15-U-004		8/14/2019
SFWMD - App No. 190301-15 Permit No 48-02690-W		6/17/2019
Phase 1		
Orange County - Permit No. B18906728	12/18/2019	
FDEP Water General Permit No. - 0124922-716-DSGP		9/11/2019
FDEP WW General Permit No. - 379677-001-DWC/CG		9/16/2019
VWCD-Permit No. 0504		5/10/2019
SFWMD - ERP App No. 181221-3 Permit No. 48-00052-S-55		5/13/2019
SFWMD Water Use Indiv Permit No. - 48-02690-W		6/17/2019
Phase 2 (157 Single Family Short Term Rental)		
Orange County Permit No. 19-S-007		1/9/2020
FDEP Water	pending	
FDEP WW	pending	
VWCD - Permit No. 0507		9/10/2019
SFWMD - ERP App No. 190205-8 Permit No. 48-00052-S		2/28/2019
SFWMD Water Use Indiv Permit - App No. 190925-5 Permit No. 48-02712-W		10/10/2019

Exhibit 18
Grande Pines
Community Development District Area Table

Ownership	Anticipated Park Square Purchase Date	Parcel ID	Area (Ac)	Short Term Attached ⁽¹⁾ (DU)	Short Term Detached ⁽¹⁾ (DU)
Park Square Grande Pines, LLC	2019	1	13.22		
Park Square Grande Pines, LLC	2019	2	30.36		127
Park Square Grande Pines, LLC	2020	4	6.49	55	
		Phase 1 & 2 & 4	50.07	55	127
Ag-RW Grande Pines LLC	2019	2 (Wetland W-1)	12.01		
Ag-RW Grande Pines LLC	2019	3	30.31		89
Ag-RW Grande Pines LLC	2021	5	14.41	114	
		Phases 3 & 5	56.73	114	89
		Total	106.80	169	216
Total Residential Units				385	

(1) Units are based on the PSP Revision January 2020

(2) SF from Engineering Plans

(3) Ownership from OCPA

SECTION B

**MASTER
ASSESSMENT METHODOLOGY
FOR ASSESSMENT AREA ONE

FOR
GRANDE PINES
COMMUNITY DEVELOPMENT DISTRICT**

Date: February 17, 2020

Prepared by

**Governmental Management Services - Central Florida, LLC
219 E. Livingston Street
Orlando, FL 32801**

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GMS-CF, LLC does not represent the Grande Pines 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 Grande Pines Community Development District with financial advisory services or offer investment advice in any form.

1.0 Introduction

The Grande Pines Community Development District is a local unit of special-purpose government organized and existing under Chapter 190, Florida Statutes (the “District”), as amended. The District plans to issue \$11,000,000 of tax exempt bonds in one or more series (the “Bonds”) for the purpose of financing certain infrastructure improvements within an assessment area within the District, more specifically “Assessment Area One” described in the Master Engineer’s Report dated February 2020 prepared by Poulos & Bennett as may be amended and supplemented from time to time (the “Engineer’s Report”). The District anticipates the construction of infrastructure improvements consisting of improvements that benefit property owners within the District.

1.1 Purpose

This Master Assessment Methodology Report (the “Assessment Report”) provides for an assessment methodology for allocating the debt to be incurred by the District to benefiting properties within the District. The Assessment Report allocates the debt to properties based on the special benefits each receives from the Capital Improvement Plan (“CIP”). This Assessment Report will be supplemented with one or more supplemental methodology reports to reflect the actual terms and conditions at the time of the issuance of each series of Bonds. This 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 this Assessment 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 Assessment 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 118.79 acres in Orange County, Florida. Assessment Area One contains approximately 50.07 acres within the District. The development plan for the entire district is 385 residential units (216 detached/169 attached). The development plan for Assessment Area One envisions approximately 182 short term rental units (127 detached/55 attached) (herein the “Development Program”). The proposed Development Program is depicted in Table 1. It is recognized that such land use plan may change, and this report will be modified accordingly.

The improvements contemplated by the District in the CIP will provide facilities that benefit certain property within the District. The CIP is delineated in the Engineer's Report. Specifically, the District may construct and/or acquire certain General Improvements (mobilization, as-builts, survey, layout, erosion control), Earthworks Improvements (stormwater pond excavation, sod and dewatering), Concrete Improvements (curbs, gutter, sidewalk, ADA ramp, drive apron) Onsite Paving Improvements (asphalt, soil cement base, subgrade), Stormwater Improvements (pipes, drainage structures, control structures, outfalls, pipe dewatering), Potable Water Distribution Improvements (pipes, fittings, valves, testing), Sanitary Sewer System Improvements (lift stations, pipes, fittings, valves, landscape/hardscape), and professional fees and inspection survey testing. 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 and services that may be provided by the District and the costs to implement the CIP.
2. The District Engineer determines the assessable acres that benefit from the District's CIP.
3. A calculation is made to determine the funding amounts necessary to acquire and/or construct CIP.
4. This amount is initially divided equally among the benefited properties on a prorated gross 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 Assessment 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 its boundaries to be developed. Without the District's CIP, there would be no infrastructure to support development of land within 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 District's CIP. However, these benefits will be incidental to the District's CIP, which is designed solely to meet the needs of property

within the District. Properties outside the District boundaries do not depend upon the District's CIP. The property owners within are therefore receiving special benefits not received by those outside the District's boundaries.

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 assessments must be fairly and reasonably allocated to the properties being assessed.

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 are 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 property within Assessment Area One will cost approximately \$10,448,608. The District's Underwriter projects that financing costs required to fund the infrastructure improvements, including project costs, the cost of issuance of the Bonds, the funding of debt service reserves and capitalized interest, will be \$11,000,000. Additionally, funding required to complete the CIP is anticipated to be funded by Developer. Without the CIP, the property would not be able to be developed and occupied by future residents of the community.

2.0 Assessment Methodology

2.1 Overview

The District is planning to issue \$11,000,000 in Bonds to fund the District's CIP for Assessment Area One, provide for capitalized interest, a debt service reserve account and cost of issuance. It is the purpose of this Assessment Report to allocate the \$11,000,000 in debt to the properties benefiting from the CIP.

Table 1 identifies the land uses as identified by the Developer and current landowners of the land within the District. The District has a proposed Engineer's Report for the CIP needed to support the Development, 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 \$10,448,608. Based on the estimated costs, the size of the bond issue under current market conditions needed to generate

funds to pay for the Project and related costs was determined by the District's Underwriter to total \$11,000,000. Table 3 shows the breakdown of the bond sizing. In table 3, the bond sizing includes the estimated bond sizing for Assessment Area 2 in order to determine benefit for the two assessment areas.

2.2 Allocation of Debt

Allocation of debt is a continuous process until the development plan is completed. The CIP funded by District bonds benefits all developable acres within Assessment Area One of the District.

The initial assessments will be levied on an equal basis to all acres within 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 declaration of condominium, ("Assigned Properties") has begun, the assessments will be levied to the Assigned Properties based on the benefits they receive. The Unassigned Properties, defined as property that has not been platted, assigned development rights or subjected to a declaration of condominium, will continue to be assessed on a per acre basis ("Unassigned Properties"). Eventually the Assessment Area One Development plan will be completed and the debt relating to the Bonds will be allocated to the planned approximately 182 short term rental units (127 detached/55 attached) 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 General Improvements (mobilization, as-builts, survey, layout, erosion control), Earthworks Improvements (stormwater pond excavation, sod and dewatering), Concrete Improvements (curbs, gutter, sidewalk, ADA ramp, drive apron) Onsite Paving Improvements (asphalt, soil cement base, subgrade), Stormwater Improvements (pipes, drainage structures, control structures, outfalls, pipe dewatering), Potable Water Distribution Improvements (pipes, fittings, valves, testing), Sanitary Sewer System Improvements (lift stations, pipes, fittings, valves, landscape/hardscape), and professional fees and inspection survey testing. There are

three residential product types within the planned development as reflected in Table 1. The CIP is reflected in Table 2. For purposes of the Assessment Report, the CIP is treated as a system of improvements. As such, all properties within the boundaries of the District benefit equally (based on their respective ERU factors) from the improvements. Therefore, in order to properly allocate the benefit to the product types in the Development Plan, we divide the total CIP for Assessment Area One and Assessment Area Two by the total number of ERUs. The CIP reflected in Table 2 shows the improvements proposed to be constructed in each assessment area. There may be improvements constructed in Assessment Area One, but not initially funded by the Assessment Area One bonds. It is contemplated that the Developer will fund these costs and may be reimbursed from a future bond issue. Table 4 shows the allocation of benefit to the particular land uses. It is important to note that the benefit derived from the improvements will be equal to or greater than costs that the units pay for such improvements.

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 General Improvements (mobilization, as-builts, survey, layout, erosion control), Earthworks Improvements (stormwater pond excavation, sod and dewatering), Concrete Improvements (curbs, gutter, sidewalk, ADA ramp, drive apron) Onsite Paving Improvements (asphalt, soil cement base, subgrade), Stormwater Improvements (pipes, drainage structures, control structures, outfalls, pipe dewatering), Potable Water Distribution Improvements (pipes, fittings, valves, testing), Sanitary Sewer System Improvements (lift stations, pipes, fittings, valves, landscape/hardscape), and professional fees and inspection survey testing. 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.

For the provision of 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 District's CIP have been apportioned to the property 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 CIP is developed or acquired and financed by the District.

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 Property. Otherwise, the land could be fully conveyed and/or platted without all of the debt being allocated. To preclude this, at the time Unassigned Properties become Assigned Properties, the District will determine the amount of anticipated assessment revenue that remains on the Unassigned Properties, taking into account the proposed plat, or site plan approval. 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 adjustment is required. In the case that the revenue generated is less than 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 to a level that will be supported by the new net annual debt service assessments will be required.

4.0 Assessment Roll

The District will initially distribute the liens across the property within Assessment Area One of the District boundaries on a gross acreage basis. As Assigned Property 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 a result, the assessment liens are neither fixed nor are they determinable with certainty on any acre of land in the District prior to the time final Assigned Properties become known. At this time the debt associated with the District's CIP will be distributed evenly across the acres of Assessment Area One of the District. As the development process occurs, the debt will be distributed against the Assigned Property in the manner described in this Assessment Report. The current assessment roll is depicted in Table 7.

TABLE 1
 GRANDE PINES COMMUNITY DEVELOPMENT DISTRICT
 DEVELOPMENT PROGRAM
 MASTER ASSESSMENT METHODOLOGY FOR ASSESSMENT AREA ONE

DEVELOPMENT PLAN FOR ASSESSMENT AREA ONE AND TWO

Product Types	Assessment		No. of Units *	ERUs per Unit (1)	Total ERUs
	Area 1 - Units	Area 2 - Units			
Single Family - 70'	28	33	61	1.4	85.4
Single Family - 50'	99	56	155	1	155
Townhouse	55	114	169	0.75	126.75
Total Units	182	203	385		367.15

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

* Unit mix is subject to change based on marketing and other factors

TABLE 2
GRANDE PINES COMMUNITY DEVELOPMENT DISTRICT
INFRASTRUCTURE COST ESTIMATES
MASTER ASSESSMENT METHODOLOGY FOR ASSESSMENT AREA ONE

DEVELOPMENT PLAN FOR ASSESSMENT AREA ONE AND TWO

	Assessment Area One/	Assessment Area Two/	
Capital Improvement Plan ("CIP")(1)	Phases 1, 2, & 4	Phases 3 & 5	Total Cost Estimate
General	\$344,665	\$360,281	\$704,946
Earthworks	\$762,013	\$581,315	\$1,343,328
Concrete	\$738,938	\$318,437	\$1,057,375
Onsite Paving	\$1,395,874	\$1,430,865	\$2,826,739
Stormwater Improvements	\$1,323,944	\$654,293	\$1,978,237
Potable Water Distribution	\$600,902	\$436,957	\$1,037,859
Reclaimed Water Distribution	\$435,687	\$269,008	\$704,695
Sanitary Sewer System	\$603,367	\$441,121	\$1,044,488
Landscape/Hardscape	\$1,832,000	\$928,000	\$2,760,000
Soft Cost (10%)	\$803,739	\$542,028	\$1,345,767
Contingency (10%)	\$1,607,478	\$1,084,055	\$2,691,533
	\$10,448,608	\$7,046,360	\$17,494,968

(1) A detailed description of these improvements is provided in the Master Engineer's Report dated February 2020

Prepared by: Governmental Management Services - Central Florida, LLC

<p>TABLE 3</p> <p>GRANDE PINES COMMUNITY DEVELOPMENT DISTRICT</p> <p>BOND SIZING</p> <p>MASTER ASSESSMENT METHODOLOGY FOR ASSESSMENT AREA ONE</p>

Description	Assessment		Total
	Area 1	Area 2	
Construction Funds**	\$8,550,925	\$8,944,043	\$17,494,968
Debt Service Reserve	\$755,639	\$790,379	\$1,546,018
Capitalized Interest	\$1,319,665	\$1,380,335	\$2,700,000
Underwriters Discount	\$219,944	\$230,056	\$450,000
Cost of Issuance	\$149,073	\$155,927	\$305,000
Rounding	\$4,754	-\$740	\$4,014
Par Amount*	\$11,000,000	\$11,500,000	\$22,500,000

Bond Assumptions:

Average Coupon	6.00%
Amortization	30 years
Capitalized Interest	24 Months
Debt Service Reserve	Max Annual D/S
Underwriters Discount	2%

* Par amount is subject to change based on the actual terms at the sale of the bonds

** Construction Funds are allocated based on ERU's per each Assessment Area

<p>TABLE 4</p> <p>GRANDE PINES COMMUNITY DEVELOPMENT DISTRICT</p> <p>ALLOCATION OF BENEFIT</p> <p>MASTER ASSESSMENT METHODOLOGY FOR ASSESSMENT AREA ONE</p>

DEVELOPMENT PLAN FOR ASSESSMENT AREA ONE AND TWO

Product Types	No. of Units *	ERU Factor	Total ERUs	% of Total ERUs	Total Improvements	
					Costs Per Product Type	Improvement Costs Per Unit
Single Family - 70'	61	1.4	85.4	23%	\$ 4,069,373	\$ 66,711
Single Family - 50'	155	1	155	42%	\$ 7,385,864	\$ 47,651
Townhouse	169	0.75	126.75	35%	\$ 6,039,731	\$ 35,738
Totals	385.00		367.15	100%	\$ 17,494,968	

* Unit mix is subject to change based on marketing and other fa

TABLE 5
GRANDE PINES COMMUNITY DEVELOPMENT DISTRICT
ALLOCATION OF TOTAL BENEFIT/PAR DEBT TO EACH PRODUCT TYPE
MASTER ASSESSMENT METHODOLOGY FOR ASSESSMENT AREA ONE

DEVELOPMENT PLAN FOR ASSESSMENT AREA ONE AND TWO

Product Types	No. of Units *	Total Improvements Costs Per Product Type	Allocation of Par Debt Per Product Type	Par Debt Per Unit
Single Family - 70'	61	\$ 4,069,373	\$ 5,233,556	\$ 85,796
Single Family - 50'	155	\$ 7,385,864	\$ 9,498,842	\$ 61,283
Townhouse	169	\$ 6,039,731	\$ 7,767,602	\$ 45,962
Totals	385	\$ 17,494,968	\$ 22,500,000	

* Unit mix is subject to change based on marketing and other factors

Prepared by: Governmental Management Services - Central Florida, LLC

TABLE 6
GRANDE PINES COMMUNITY DEVELOPMENT DISTRICT
PAR DEBT AND ANNUAL ASSESSMENTS FOR EACH PRODUCT TYPE
MASTER ASSESSMENT METHODOLOGY FOR ASSESSMENT AREA ONE

DEVELOPMENT PLAN FOR ASSESSMENT AREA ONE AND TWO

Product Types	No. of Units *	Allocation of Par Debt Per	Total Par Debt Per	Maximum Annual Debt	Net Annual Debt	Gross Annual Debt
Single Family - 70'	61	\$ 5,233,556	\$ 85,796	\$ 359,608	\$ 5,895	\$ 6,271
Single Family - 50'	155	\$ 9,498,842	\$ 61,283	\$ 652,684	\$ 4,211	\$ 4,480
Townhouse	169	\$ 7,767,602	\$ 45,962	\$ 533,727	\$ 3,158	\$ 3,360
Totals	385	\$ 22,500,000		\$ 1,546,018		

(1) This amount includes collection fees and early payment discounts when collected on the County Property Tax Bill

* Unit mix is subject to change based on marketing and other factors

TABLE 7
GRANDE PINES COMMUNITY DEVELOPMENT DISTRICT
PAR DEBT AND ANNUAL ASSESSMENTS - ASSESSMENT AREA 1
MASTER ASSESSMENT METHODOLOGY FOR ASSESSMENT AREA ONE

DEVELOPMENT PLAN FOR ASSESSMENT AREA ONE

Product Types	No. of		Total		Allocation of		Total Par		Maximum		Net Annual		Gross Annual	
	Units	*	ERU	ERU	%	Product Type	Par Debt Per	Debt Per Unit	Annual Debt Service	Assessment	Debt	Assessment	Debt	Assessment
Single Family - 70'	28	1.4	39	21.8%		\$ 2,402,898	\$ 85,818	\$	165,066	\$	5,895	\$	6,271	
Single Family - 50'	99	1	99	55.2%		\$ 6,068,543	\$ 61,298	\$	416,875	\$	4,211	\$	4,480	
Townhouse	55	0.75	41	23.0%		\$ 2,528,560	\$ 45,974	\$	173,698	\$	3,158	\$	3,360	
Totals	182		179	100%		\$ 11,000,000		\$	755,639					

(1) This amount includes collection fees and early payment discounts when collected on the County Property Tax Bill

* Unit mix is subject to change based on marketing and other factors

Prepared by: Governmental Management Services - Central Florida, LLC

TABLE 8
GRANDE PINES COMMUNITY DEVELOPMENT DISTRICT
PRELIMINARY ASSESSMENT ROLL - ASSESSMENT AREA 1
MASTER ASSESSMENT METHODOLOGY FOR ASSESSMENT AREA ONE

DEVELOPMENT PLAN FOR ASSESSMENT AREA ONE					
Owner	Property*	Acres	Debt Allocation Per Acre	Net Annual Debt Total Par Debt Allocated	Gross Annual Debt Assessment Allocation (1)
Park Square Grande Pines, LLC	Assessment Area 1	50.07	\$ 219,692	\$ 11,000,000	\$ 755,639
					\$ 803,871
	Totals	50.07		\$ 11,000,000	\$ 755,639
					\$ 803,871

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

Annual Assessment Periods	30
Average Coupon Rate (%)	6.00%
Maximum Annual Debt Service	\$755,639

* - See Metes and Bounds, attached as Exhibit A

Prepared by: Governmental Management Services - Central Florida, LLC

SECTION D

RESOLUTION 2020-25

A RESOLUTION AUTHORIZING AND CONFIRMING THE PROJECT; EQUALIZING, APPROVING, AND LEVYING SPECIAL ASSESSMENTS ON PROPERTY SPECIALLY BENEFITED BY SUCH PROJECT (ASSESSMENT AREA ONE) TO PAY THE COSTS THEREOF; PROVIDING FOR THE PAYMENT AND THE COLLECTION OF SUCH SPECIAL ASSESSMENTS BY THE METHOD PROVIDED FOR BY CHAPTERS 170, 190 AND 197, FLORIDA STATUTES; CONFIRMING THE DISTRICT'S INTENTION TO ISSUE SPECIAL ASSESSMENT REVENUE BONDS; MAKING PROVISIONS FOR TRANSFERS OF REAL PROPERTY TO GOVERNMENTAL BODIES; PROVIDING FOR RECORDING OF AN ASSESSMENT NOTICE; AND PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE GRANDE PINES COMMUNITY DEVELOPMENT DISTRICT AS FOLLOWS:

SECTION 1. AUTHORITY FOR THIS RESOLUTION. This Resolution is adopted pursuant to Chapters 170, 190 and 197, *Florida Statutes*.

SECTION 2. DISTRICT AUTHORITY AND PREVIOUS ACTIONS.

A. The Grande Pines Community Development District ("**District**") is a local unit of special-purpose government organized and existing under Chapter 190, Florida Statutes.

B. The District is authorized under Chapter 190, *Florida Statutes*, to construct roads, water management and control facilities, water and wastewater systems and other public infrastructure projects to serve lands within the District.

C. The District adopted the Grande Pines Community Development District Engineer's Report, dated February 17, 2020 (the "**Engineer's Report**") describing the capital improvement program to be constructed and/or acquired by the District ("**Project**").

D. The District is authorized by Chapter 170, Florida Statutes, to levy special assessments to pay all, or any part of, the cost of the Project and to issue special assessment revenue bonds payable from such special assessments as provided in Chapters 190 and 170, *Florida Statutes*.

SECTION 3. FINDINGS. The District's Board of Supervisors ("**Board**") hereby finds and determines as follows:

A. It is necessary to the public safety and welfare, and to comply with applicable governmental requirements, that (i) the District provide the Project, the nature and location of which is described in the Engineer's Report and the plans and specifications on file at, or available

from, the District Manager's office at 219 E. Livingston Street, Orlando, Florida 32801; (ii) the cost of such Project be assessed against the lands specially benefited by such projects; and (iii) the District issue bonds to provide funds for such purposes, pending the receipt of such special assessments.

B. The provisions of said infrastructure projects, the levying of such special assessments and the sale and issuance of such bonds serves a proper, essential and valid public purpose.

C. In order to provide funds with which to pay the costs of the Project which are to be assessed against the benefited properties, pending the collection of such special assessments, it is necessary for the District to sell and issue its not-to-exceed \$28,000,000 Grande Pines Community Development District Special Assessment Revenue Bonds in one or more series ("**Bonds**").

D. In Resolution 2020-21, the Board determined to provide the Project and to defray the cost thereof by making special assessments on benefited property and expressed an intention to issue the Bonds to provide the funds needed for the Project prior to the collection of such special assessments. Resolution 2020-21 was adopted in compliance with the requirements of Section 170.03, *Florida Statutes*, and prior to the time the same was adopted, the requirements of Section 170.04, *Florida Statutes* had been complied with.

E. As directed by Resolution 2020-22, said resolution was published as required by Section 170.05, *Florida Statutes*, and a copy of the publisher's affidavit of publication is on file with the District Manager.

F. As directed by Resolution 2020-21, a preliminary assessment roll was prepared and filed with the Board as required by Section 170.06, *Florida Statutes*.

G. The Board, by Resolution 2020-21, and as ratified today, adopted the Master Assessment Methodology for Assessment Area One Grande Pines Community Development District, dated February 17, 2020 ("**Assessment Methodology**"), attached hereto and incorporated herein as **EXHIBIT "A"**.

H. The Board, by Resolution 2020-21, and as ratified today, approved the Engineer's Report attached hereto and incorporated herein as **EXHIBIT "B"**.

I. As required by Section 170.07, *Florida Statutes*, upon completion of the preliminary assessment roll, the Board adopted Resolution 2020-22 fixing the time and place of a public hearing at which owners of the property to be assessed and other persons interested therein may appear before the Board and be heard as to (i) the propriety and advisability of making the improvements, (ii) the cost thereof, (iii) the manner of payment therefor, and (iv) the amount thereof to be assessed against each parcel of specially benefited property and providing for the mailing and publication of notice of such public hearing.

J. Notice of such public hearing has been given by publication and by delivery as required by Section 170.07, *Florida Statutes*, and affidavits as to such publication and delivery are on file in the office of the Secretary of the Board.

K. At the time and place specified in the resolution and notice referred to in paragraph (I) above, the Board met as an Equalization Board, conducted such public hearing and heard and considered all complaints as to the matters described in paragraph (I) above and, based thereon, has made such modifications (if any) in the preliminary assessment roll as it deems desirable at this time.

L. Having considered any revised costs of the Project, any revised estimates of financing costs and all complaints and evidence presented at such public hearing, the Board of Supervisors of the District finds and determines:

(i) that the estimated costs of the Project are as specified in the Engineer's Report, and the amount of such costs is reasonable and proper; and

(ii) that it is reasonable, proper, just and right to assess the cost of such Project against the properties specially benefited thereby using the methods determined by the Board as set forth in the Assessment Methodology, which result in special assessments set forth on an assessment roll contained in the Assessment Methodology and herein adopted by the Board, and which roll will be supplemented and amended by the Board when properties are platted and when final project costs, structure and interest rate on the Bonds to be issued by the District are established; and

(iii) that the Project will constitute a special benefit to all parcels of real property listed on said assessment roll and that the benefit, in the case of each such parcel, will be in excess of the special assessment thereon; and

(iv) it is reasonable, proper, just and right for the District to utilize the true-up mechanisms and calculations contained in the Assessment Methodology in order to ensure that all parcels of real property benefiting from the Project are assessed accordingly and that sufficient assessment receipts are being generated in order to pay the corresponding bond debt-service when due; and

(v) it is desirable that the special assessments be paid and collected as herein provided.

SECTION 4. AUTHORIZATION OF THE PROJECT. The Project, as more specifically described by the Engineer's Report and the plans and specifications on file with the District Manager, are hereby confirmed, authorized and approved and the proper officers, employees and agents of the District are hereby authorized and directed to take such further action as may be necessary or desirable to cause the same to be made following the issuance of the Bonds.

SECTION 5. ESTIMATED COST OF IMPROVEMENTS. The total estimated costs of the Project, and the costs to be paid by special assessments on all specially benefited property, are set forth in **EXHIBIT “A”**.

SECTION 6. APPROVAL AND CONFIRMATION OF ASSESSMENT METHODOLOGY. The Assessment Methodology is hereby adopted, approved and confirmed by the Board acting in its capacity as an Equalization Board. The special assessment or assessments against each respective parcel to be shown on the assessment roll and interest and penalties thereon, as hereafter provided, shall be and shall remain a legal, valid and binding first lien on such parcel until paid; such lien shall be co-equal with the lien of all state, county, district, municipal or other governmental taxes and superior in dignity to all other liens, titles, and claims.

SECTION 7. FINALIZATION OF SPECIAL ASSESSMENTS. When all of the Project has been constructed or otherwise provided to the satisfaction of the Board, the Board shall adopt a resolution accepting the same and determining the actual costs (including financing costs) thereof, as required by Sections 170.08 and 170.09, *Florida Statutes*. The District shall credit to each special assessment for the Project the difference between the special assessment as hereby made, approved and confirmed and the proportionate part of the actual costs of the projects, as finally determined upon completion thereof, but in no event shall the final amount of any such special assessment exceed the amount of benefits originally assessed hereunder. In making such credits, no discount shall be granted or credit given for any part of the payee’s proportionate share of any actual bond financing costs, such as capitalized interest, funded reserves or bond discount included in the estimated cost of any such improvements. Such credits, if any, shall be entered in the District’s Improvement Lien Book. Once the final amount of special assessments for all of the Project improvements have been determined, the term “special assessment” shall, with respect to each benefited parcel, mean the sum of the costs of the Project.

SECTION 8. PAYMENT AND PREPAYMENT OF NON-AD VALOREM SPECIAL ASSESSMENTS AND METHOD OF COLLECTION.

A. All non-ad valorem special assessments shall be payable in no more than thirty (30) annual installments which shall include interest (excluding any capitalized interest period), calculated in accordance with the Assessment Methodology. All special assessments collected utilizing the uniform method of collection shall be levied in the amount determined in the first sentence of this paragraph divided by 1 minus the sum of the percentage cost of collection, necessary administrative costs and the maximum allowable discount for the early payment of taxes (currently a total of four percent (4%), as may be amended from time to time by Orange County and by changes to Florida Statutes and implementing regulations, if any).

B. The District hereby may elect, under its charter and Section 197.3631, *Florida Statutes*, to use the method of collecting special assessments authorized by Sections 197.3632 and 197.3635, *Florida Statutes*. The District has heretofore timely taken, or will timely take, all necessary actions to comply with the provisions of said Sections 197.3632 and 197.3635, *Florida Statutes*, and applicable rules adopted pursuant thereto to elect to use this method; and, if required, the District shall enter into a written agreement with the Property Appraiser and/or Tax Collector

of Orange County in compliance therewith. Such non-ad valorem special assessments shall be subject to all of the collection provisions of Chapter 197, *Florida Statutes*.

C. Notwithstanding the foregoing, the District reserves the right under Section 197.3631, *Florida Statutes*, to collect its non-ad valorem special assessments pursuant to Chapter 170, *Florida Statutes*, and to foreclose its non-ad valorem special assessment liens as provided for by law.

D. All special assessments may be prepaid in whole or in part at any time by payment of an amount equal to the principal amount of such prepayment plus interest accrued at the interest rate on the Bonds and in the amount sufficient to pay interest on the Bonds on the next interest payment date which occurs at least 45 days after such prepayment and to the next succeeding interest payment date if such prepayment is less than 45 days from the next interest payment date. All special assessments are also subject to prepayment in the amounts and at the times set forth in Chapter 170, *Florida Statutes*; provided, however, that the owner of land subject to special assessments may elect to waive such statutory right of prepayment.

SECTION 9. GOVERNMENT PROPERTY; TRANSFERS OF PROPERTY TO UNITS OF LOCAL, STATE, AND FEDERAL GOVERNMENT. Property owned by units of local, state, and federal government shall not be subject to the special assessments without specific consent thereto. In addition, property owned by a property owners' association or homeowner's association that is exempt from special assessments under Florida law shall not be subject to the special assessments. If at any time, any real property on which special assessments are imposed by this Resolution is sold or otherwise transferred to a unit of local, state, or federal government (without consent of such governmental unit to the imposition of special assessments thereon), all future unpaid special assessments for such tax parcel shall become due and payable immediately prior to such transfer without any further action of the District.

SECTION 10. ASSESSMENT NOTICE. The District Manager is hereby directed to record a general Notice of Assessments in the Official Records of Orange County, Florida, which shall be updated from time to time in a manner consistent with changes in the boundaries of the District.

SECTION 11. SEVERABILITY. If any section or part of a section of this resolution be declared invalid or unconstitutional, the validity, force and effect of any other section or part of a section of this resolution shall not thereby be affected or impaired unless it clearly appears that such other section or part of a section of this resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional.

SECTION 12. CONFLICTS. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, superseded and repealed.

SECTION 13. EFFECTIVE DATE. This Resolution shall become effective upon its adoption.

APPROVED AND ADOPTED this 20th day of April, 2020.

ATTEST:

**BOARD OF SUPERVISORS OF THE
GRANDE PINES COMMUNITY
DEVELOPMENT DISTRICT**, a Florida
community development district

By: _____

By: _____

Name: _____
Secretary/Assistant Secretary

Name: _____
Chairman/Vice Chairman

EXHIBIT “A”
ASSESSMENT METHODOLOGY
Master Assessment Methodology for Assessment Area One
dated February 17, 2020

EXHIBIT “B”
ENGINEER’S REPORT

Grand Pines Community Development District Engineer’s Report
dated February 17, 2020

SECTION VIII

SECTION A

SECTION 1

20197014er

1
2 An act relating to government accountability; amending
3 s. 11.40, F.S.; specifying that the Governor, the
4 Commissioner of Education, or the designee of the
5 Governor or of the commissioner, may notify the
6 Legislative Auditing Committee of an entity's failure
7 to comply with certain auditing and financial
8 reporting requirements; amending s. 11.45, F.S.;
9 revising definitions and defining the terms "abuse,"
10 "fraud," and "waste"; excluding water management
11 districts from certain audit requirements; removing a
12 cross-reference; authorizing the Auditor General to
13 conduct audits of tourist development councils and
14 county tourism promotion agencies; revising reporting
15 requirements applicable to the Auditor General;
16 amending s. 11.47, F.S.; specifying that any person
17 who willfully fails or refuses to provide access to an
18 employee, officer, or agent of an entity under audit
19 is subject to a penalty; amending s. 28.35, F.S.;
20 revising reporting requirements applicable to the
21 Florida Clerks of Court Operations Corporation;
22 amending s. 43.16, F.S.; revising the responsibilities
23 of the Justice Administrative Commission, each state
24 attorney, each public defender, the criminal conflict
25 and civil regional counsel, the capital collateral
26 regional counsel, and the Guardian Ad Litem Program,
27 to include the establishment and maintenance of
28 certain internal controls; amending ss. 129.03,
29 129.06, and 166.241, F.S.; requiring counties and

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municipalities to maintain certain budget documents on
the entities' websites for a specified period;
amending s. 215.86, F.S.; revising the purposes for
which management systems and internal controls must be
established and maintained by each state agency and
the judicial branch; amending s. 215.97, F.S.;
revising certain audit threshold requirements;
amending s. 215.985, F.S.; revising the requirements
for a monthly financial statement provided by a water
management district; amending s. 218.31, F.S.:
revising the definition of the term "financial audit";
amending s. 218.32, F.S.; authorizing the Department
of Financial Services to request additional
information from a local governmental entity in
preparation of an annual report; requiring a local
governmental entity to respond to such requests within
a specified timeframe; requiring the department to
notify the Legislative Auditing Committee of
noncompliance; amending s. 218.33, F.S.; requiring
local governmental entities to establish and maintain
internal controls to achieve specified purposes;
amending s. 218.391, F.S.; revising membership, and
restrictions thereof, for an auditor selection
committee; prescribing requirements and procedures for
selecting an auditor if certain conditions exist;
amending s. 373.536, F.S.; deleting obsolete language;
requiring water management districts to maintain
certain budget documents on the districts' websites
for specified periods; amending s. 1001.42, F.S.;

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authorizing additional internal audits as directed by the district school board; amending s. 1002.33, F.S.; revising the responsibilities of the governing board of a charter school to include the establishment and maintenance of internal controls; amending s. 1002.37, F.S.; requiring completion of an annual financial audit of the Florida Virtual School; specifying audit requirements; requiring an audit report to be submitted to the board of trustees of the Florida Virtual School and the Auditor General; deleting obsolete provisions; amending s. 1010.01, F.S.; requiring each school district, Florida College System institution, and state university to establish and maintain certain internal controls; creating ss. 1012.8551 and 1012.915, F.S.; specifying applicable standards as to employee background screening and investigations of Florida College System and State University System personnel, respectively; amending s. 218.503, F.S.; conforming provisions and cross-references to changes made by the act; providing a declaration of important state interest; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Subsection (2) of section 11.40, Florida Statutes, is amended to read:

11.40 Legislative Auditing Committee.—

(2) Following notification by the Auditor General, the

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88 Department of Financial Services, ~~or~~ the Division of Bond
89 Finance of the State Board of Administration, the Governor or
90 his or her designee, or the Commissioner of Education or his or
91 her designee of the failure of a local governmental entity,
92 district school board, charter school, or charter technical
93 career center to comply with the applicable provisions within s.
94 11.45(5)-(7), s. 218.32(1), s. 218.38, or s. 218.503(3), the
95 Legislative Auditing Committee may schedule a hearing to
96 determine if the entity should be subject to further state
97 action. If the committee determines that the entity should be
98 subject to further state action, the committee shall:

99 (a) In the case of a local governmental entity or district
100 school board, direct the Department of Revenue and the
101 Department of Financial Services to withhold any funds not
102 pledged for bond debt service satisfaction which are payable to
103 such entity until the entity complies with the law. The
104 committee shall specify the date that such action must ~~shall~~
105 begin, and the directive must be received by the Department of
106 Revenue and the Department of Financial Services 30 days before
107 the date of the distribution mandated by law. The Department of
108 Revenue and the Department of Financial Services may implement
109 ~~the provisions of~~ this paragraph.

110 (b) In the case of a special district created by:

111 1. A special act, notify the President of the Senate, the
112 Speaker of the House of Representatives, the standing committees
113 of the Senate and the House of Representatives charged with
114 special district oversight as determined by the presiding
115 officers of each respective chamber, the legislators who
116 represent a portion of the geographical jurisdiction of the

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special district, and the Department of Economic Opportunity that the special district has failed to comply with the law. Upon receipt of notification, the Department of Economic Opportunity shall proceed pursuant to s. 189.062 or s. 189.067. If the special district remains in noncompliance after the process set forth in s. 189.0651, or if a public hearing is not held, the Legislative Auditing Committee may request the department to proceed pursuant to s. 189.067(3).

2. A local ordinance, notify the chair or equivalent of the local general-purpose government pursuant to s. 189.0652 and the Department of Economic Opportunity that the special district has failed to comply with the law. Upon receipt of notification, the department shall proceed pursuant to s. 189.062 or s. 189.067. If the special district remains in noncompliance after the process set forth in s. 189.0652, or if a public hearing is not held, the Legislative Auditing Committee may request the department to proceed pursuant to s. 189.067(3).

3. Any manner other than a special act or local ordinance, notify the Department of Economic Opportunity that the special district has failed to comply with the law. Upon receipt of notification, the department shall proceed pursuant to s. 189.062 or s. 189.067(3).

(c) In the case of a charter school or charter technical career center, notify the appropriate sponsoring entity, which may terminate the charter pursuant to ss. 1002.33 and 1002.34.

Section 2. Subsection (1), paragraph (j) of subsection (2), paragraph (u) of subsection (3), and paragraph (i) of subsection (7) of section 11.45, Florida Statutes, are amended, and paragraph (x) is added to subsection (3) of that section, to

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read:

11.45 Definitions; duties; authorities; reports; rules.—

(1) DEFINITIONS.—As used in ss. 11.40-11.51, the term:

(a) "Abuse" means behavior that is deficient or improper when compared with behavior that a prudent person would consider a reasonable and necessary operational practice given the facts and circumstances. The term includes the misuse of authority or position for personal gain.

(b) ~~(a)~~ "Audit" means a financial audit, operational audit, or performance audit.

(c) ~~(b)~~ "County agency" means a board of county commissioners or other legislative and governing body of a county, however styled, including that of a consolidated or metropolitan government, a clerk of the circuit court, a separate or ex officio clerk of the county court, a sheriff, a property appraiser, a tax collector, a supervisor of elections, or any other officer in whom any portion of the fiscal duties of a body or officer expressly stated in this paragraph are ~~the~~ above are under law separately placed by law.

(d) ~~(c)~~ "Financial audit" means an examination of financial statements in order to express an opinion on the fairness with which they are presented in conformity with generally accepted accounting principles and an examination to determine whether operations are properly conducted in accordance with legal and regulatory requirements. Financial audits must be conducted in accordance with auditing standards generally accepted in the United States and government auditing standards ~~as adopted by the Board of Accountancy~~. When applicable, the scope of financial audits must ~~shall~~ encompass the additional activities

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necessary to establish compliance with the Single Audit Act Amendments of 1996, 31 U.S.C. ss. 7501-7507, and other applicable federal law.

(e) "Fraud" means obtaining something of value through willful misrepresentation, including, but not limited to, intentional misstatements or intentional omissions of amounts or disclosures in financial statements to deceive users of financial statements, theft of an entity's assets, bribery, or the use of one's position for personal enrichment through the deliberate misuse or misapplication of an organization's resources.

(f) ~~(d)~~ "Governmental entity" means a state agency, a county agency, or any other entity, however styled, that independently exercises any type of state or local governmental function.

(g) ~~(e)~~ "Local governmental entity" means a county agency, municipality, tourist development council, county tourism promotion agency, or special district as defined in s. 189.012. The term, ~~but~~ does not include any housing authority established under chapter 421.

(h) ~~(f)~~ "Management letter" means a statement of the auditor's comments and recommendations.

(i) ~~(g)~~ "Operational audit" means an audit whose purpose is to evaluate management's performance in establishing and maintaining internal controls, including controls designed to prevent and detect fraud, waste, and abuse, and in administering assigned responsibilities in accordance with applicable laws, administrative rules, contracts, grant agreements, and other guidelines. Operational audits must be conducted in accordance with government auditing standards. Such audits examine internal

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controls that are designed and placed in operation to promote and encourage the achievement of management's control objectives in the categories of compliance, economic and efficient operations, reliability of financial records and reports, and safeguarding of assets, and identify weaknesses in those internal controls.

(j)~~(h)~~ "Performance audit" means an examination of a program, activity, or function of a governmental entity, conducted in accordance with applicable government auditing standards or auditing and evaluation standards of other appropriate authoritative bodies. The term includes an examination of issues related to:

1. Economy, efficiency, or effectiveness of the program.
2. Structure or design of the program to accomplish its goals and objectives.
3. Adequacy of the program to meet the needs identified by the Legislature or governing body.
4. Alternative methods of providing program services or products.
5. Goals, objectives, and performance measures used by the agency to monitor and report program accomplishments.
6. The accuracy or adequacy of public documents, reports, or requests prepared under the program by state agencies.
7. Compliance of the program with appropriate policies, rules, or laws.
8. Any other issues related to governmental entities as directed by the Legislative Auditing Committee.

(k)~~(i)~~ "Political subdivision" means a separate agency or unit of local government created or established by law and

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includes, but is not limited to, the following and the officers thereof: authority, board, branch, bureau, city, commission, consolidated government, county, department, district, institution, metropolitan government, municipality, office, officer, public corporation, town, or village.

(1)~~(j)~~ "State agency" means a separate agency or unit of state government created or established by law and includes, but is not limited to, the following and the officers thereof: authority, board, branch, bureau, commission, department, division, institution, office, officer, or public corporation, as the case may be, except any such agency or unit within the legislative branch of state government other than the Florida Public Service Commission.

(m) "Waste" means the act of using or expending resources unreasonably, carelessly, extravagantly, or for no useful purpose.

(2) DUTIES.—The Auditor General shall:

(j) Conduct audits of local governmental entities when determined to be necessary by the Auditor General, when directed by the Legislative Auditing Committee, or when otherwise required by law. No later than 18 months after the release of the audit report, the Auditor General shall perform such appropriate followup procedures as he or she deems necessary to determine the audited entity's progress in addressing the findings and recommendations contained within the Auditor General's previous report. The Auditor General shall notify each member of the audited entity's governing body and the Legislative Auditing Committee of the results of his or her determination. For purposes of this paragraph, local

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governmental entities do not include water management districts.

The Auditor General shall perform his or her duties independently but under the general policies established by the Legislative Auditing Committee. This subsection does not limit the Auditor General's discretionary authority to conduct other audits or engagements of governmental entities as authorized in subsection (3).

(3) AUTHORITY FOR AUDITS AND OTHER ENGAGEMENTS.—The Auditor General may, pursuant to his or her own authority, or at the direction of the Legislative Auditing Committee, conduct audits or other engagements as determined appropriate by the Auditor General of:

(u) The Florida Virtual School ~~pursuant to s. 1002.37.~~

(x) Tourist development councils and county tourism promotion agencies.

(7) AUDITOR GENERAL REPORTING REQUIREMENTS.—

(i) The Auditor General shall annually transmit by July 15, to the President of the Senate, the Speaker of the House of Representatives, and the Department of Financial Services, a list of all school districts, charter schools, charter technical career centers, Florida College System institutions, state universities, and local governmental entities ~~water management districts~~ that have failed to comply with the transparency requirements as identified in the audit reports reviewed pursuant to paragraph (b) and those conducted pursuant to subsection (2).

Section 3. Subsection (3) of section 11.47, Florida Statutes, is amended to read:

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11.47 Penalties; failure to make a proper audit or examination; making a false report; failure to produce documents or information.—

(3) Any person who willfully fails or refuses to provide access to an employee, officer, or agent of an entity subject to an audit or to furnish or produce any book, record, paper, document, data, or sufficient information necessary to a proper audit or examination which the Auditor General or the Office of Program Policy Analysis and Government Accountability is by law authorized to perform commits ~~shall be guilty of~~ a misdemeanor of the first degree, punishable as provided in s. 775.082 or s. 775.083.

Section 4. Paragraph (d) of subsection (2) of section 28.35, Florida Statutes, is amended to read:

28.35 Florida Clerks of Court Operations Corporation.—

(2) The duties of the corporation shall include the following:

(d) Developing and certifying a uniform system of workload measures and applicable workload standards for court-related functions as developed by the corporation and clerk workload performance in meeting the workload performance standards. These workload measures and workload performance standards shall be designed to facilitate an objective determination of the performance of each clerk in accordance with minimum standards for fiscal management, operational efficiency, and effective collection of fines, fees, service charges, and court costs. The corporation shall develop the workload measures and workload performance standards in consultation with the Legislature. When the corporation finds a clerk has not met the workload

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performance standards, the corporation shall identify the nature of each deficiency and any corrective action recommended and taken by the affected clerk of the court. For quarterly periods ending on the last day of March, June, September, and December of each year, the corporation shall notify the Legislature of any clerk not meeting workload performance standards and provide a copy of any corrective action plans. Such notifications must be submitted no later than 45 days after the end of the preceding quarterly period. As used in this subsection, the term:

1. "Workload measures" means the measurement of the activities and frequency of the work required for the clerk to adequately perform the court-related duties of the office as defined by the membership of the Florida Clerks of Court Operations Corporation.

2. "Workload performance standards" means the standards developed to measure the timeliness and effectiveness of the activities that are accomplished by the clerk in the performance of the court-related duties of the office as defined by the membership of the Florida Clerks of Court Operations Corporation.

Section 5. Present subsections (6) and (7) of section 43.16, Florida Statutes, are renumbered as subsections (7) and (8), respectively, and a new subsection (6) is added to that section, to read:

43.16 Justice Administrative Commission; membership, powers and duties.—

(6) The commission, each state attorney, each public defender, the criminal conflict and civil regional counsel, the

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capital collateral regional counsel, and the Guardian Ad Litem
Program shall establish and maintain internal controls designed
to:

(a) Prevent and detect fraud, waste, and abuse as defined
in s. 11.45(1).

(b) Promote and encourage compliance with applicable laws,
rules, contracts, grant agreements, and best practices.

(c) Support economical and efficient operations.

(d) Ensure reliability of financial records and reports.

(e) Safeguard assets.

Section 6. Paragraph (c) of subsection (3) of section
129.03, Florida Statutes, is amended to read:

129.03 Preparation and adoption of budget.—

(3) The county budget officer, after tentatively
ascertaining the proposed fiscal policies of the board for the
next fiscal year, shall prepare and present to the board a
tentative budget for the next fiscal year for each of the funds
provided in this chapter, including all estimated receipts,
taxes to be levied, and balances expected to be brought forward
and all estimated expenditures, reserves, and balances to be
carried over at the end of the year.

(c) The board shall hold public hearings to adopt tentative
and final budgets pursuant to s. 200.065. The hearings shall be
primarily for the purpose of hearing requests and complaints
from the public regarding the budgets and the proposed tax
levies and for explaining the budget and any proposed or adopted
amendments. The tentative budget must be posted on the county's
official website at least 2 days before the public hearing to
consider such budget and must remain on the website for at least

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45 days. The final budget must be posted on the website within
30 days after adoption and must remain on the website for at
least 2 years. The tentative budgets, adopted tentative budgets,
and final budgets shall be filed in the office of the county
auditor as a public record. Sufficient reference in words and
figures to identify the particular transactions must ~~shall~~ be
made in the minutes of the board to record its actions with
reference to the budgets.

Section 7. Paragraph (f) of subsection (2) of section
129.06, Florida Statutes, is amended to read:

129.06 Execution and amendment of budget.—

(2) The board at any time within a fiscal year may amend a
budget for that year, and may within the first 60 days of a
fiscal year amend the budget for the prior fiscal year, as
follows:

(f) Unless otherwise prohibited by law, if an amendment to
a budget is required for a purpose not specifically authorized
in paragraphs (a)-(e), the amendment may be authorized by
resolution or ordinance of the board of county commissioners
adopted following a public hearing.

1. The public hearing must be advertised at least 2 days,
but not more than 5 days, before the date of the hearing. The
advertisement must appear in a newspaper of paid general
circulation and must identify the name of the taxing authority,
the date, place, and time of the hearing, and the purpose of the
hearing. The advertisement must also identify each budgetary
fund to be amended, the source of the funds, the use of the
funds, and the total amount of each fund's appropriations.

2. If the board amends the budget pursuant to this

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paragraph, the adopted amendment must be posted on the county's official website within 5 days after adoption and must remain on the website for at least 2 years.

Section 8. Subsections (3) and (5) of section 166.241, Florida Statutes, are amended to read:

166.241 Fiscal years, budgets, and budget amendments.—

(3) The tentative budget must be posted on the municipality's official website at least 2 days before the budget hearing, held pursuant to s. 200.065 or other law, to consider such budget and must remain on the website for at least 45 days. The final adopted budget must be posted on the municipality's official website within 30 days after adoption and must remain on the website for at least 2 years. If the municipality does not operate an official website, the municipality must, within a reasonable period of time as established by the county or counties in which the municipality is located, transmit the tentative budget and final budget to the manager or administrator of such county or counties who shall post the budgets on the county's website.

(5) If the governing body of a municipality amends the budget pursuant to paragraph (4)(c), the adopted amendment must be posted on the official website of the municipality within 5 days after adoption and must remain on the website for at least 2 years. If the municipality does not operate an official website, the municipality must, within a reasonable period of time as established by the county or counties in which the municipality is located, transmit the adopted amendment to the manager or administrator of such county or counties who shall post the adopted amendment on the county's website.

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Section 9. Section 215.86, Florida Statutes, is amended to read:

215.86 Management systems and controls.—Each state agency and the judicial branch as defined in s. 216.011 shall establish and maintain management systems and internal controls designed to:

(1) Prevent and detect fraud, waste, and abuse as defined in s. 11.45(1). ~~that~~

(2) Promote and encourage compliance with applicable laws, rules, contracts, and grant agreements. ~~†~~

(3) Support economical and ~~economic,~~ efficient, and effective operations. ~~†~~

(4) Ensure reliability of financial records and reports. ~~†~~

(5) Safeguard ~~and safeguarding of assets. Accounting systems and procedures shall be designed to fulfill the requirements of generally accepted accounting principles.~~

Section 10. Paragraph (a) of subsection (2) of section 215.97, Florida Statutes, is amended to read:

215.97 Florida Single Audit Act.—

(2) As used in this section, the term:

(a) "Audit threshold" means the threshold amount used to determine when a state single audit or project-specific audit of a nonstate entity shall be conducted in accordance with this section. Each nonstate entity that expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such nonstate entity shall be required to have a state single audit, or a project-specific audit, for such fiscal year in accordance with the requirements of this section.

~~Every 2 years the Auditor General,~~ After consulting with the

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Executive Office of the Governor, the Department of Financial Services, and all state awarding agencies, the Auditor General shall periodically review the threshold amount for requiring audits under this section and may recommend any appropriate statutory change to revise the threshold amount in the annual report submitted to the Legislature pursuant to s. 11.45(7)(h) ~~adjust such threshold amount consistent with the purposes of this section.~~

Section 11. Subsection (11) of section 215.985, Florida Statutes, is amended to read:

215.985 Transparency in government spending.—

(11) Each water management district shall provide a monthly financial statement in the form and manner prescribed by the Department of Financial Services to the district's ~~its~~ governing board and make such monthly financial statement available for public access on its website.

Section 12. Subsection (17) of section 218.31, Florida Statutes, is amended to read:

218.31 Definitions.—As used in this part, except where the context clearly indicates a different meaning:

(17) "Financial audit" means an examination of financial statements in order to express an opinion on the fairness with which they are presented in conformity with generally accepted accounting principles and an examination to determine whether operations are properly conducted in accordance with legal and regulatory requirements. Financial audits must be conducted in accordance with auditing standards generally accepted in the United States and government auditing standards ~~as adopted by the Board of Accountancy and as prescribed by rules promulgated~~

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494 ~~by the Auditor General.~~ When applicable, the scope of financial
495 audits must ~~shall~~ encompass the additional activities necessary
496 to establish compliance with the Single Audit Act Amendments of
497 1996, 31 U.S.C. ss. 7501-7507, and other applicable federal law.

498 Section 13. Subsection (2) of section 218.32, Florida
499 Statutes, is amended to read:

500 218.32 Annual financial reports; local governmental
501 entities.—

502 (2) The department shall annually by December 1 file a
503 verified report with the Governor, the Legislature, the Auditor
504 General, and the Special District Accountability Program of the
505 Department of Economic Opportunity showing the revenues, both
506 locally derived and derived from intergovernmental transfers,
507 and the expenditures of each local governmental entity, regional
508 planning council, local government finance commission, and
509 municipal power corporation that is required to submit an annual
510 financial report. In preparing the verified report, the
511 department may request additional information from the local
512 governmental entity. The information requested must be provided
513 to the department within 45 days after the request. If the local
514 governmental entity does not comply with the request, the
515 department shall notify the Legislative Auditing Committee,
516 which may take action pursuant to s. 11.40(2). The report must
517 include, but is not limited to:

518 (a) The total revenues and expenditures of each local
519 governmental entity that is a component unit included in the
520 annual financial report of the reporting entity.

521 (b) The amount of outstanding long-term debt by each local
522 governmental entity. For purposes of this paragraph, the term

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“long-term debt” means any agreement or series of agreements to pay money, which, at inception, contemplate terms of payment exceeding 1 year in duration.

Section 14. Present subsection (3) of section 218.33, Florida Statutes, is renumbered as subsection (4), and a new subsection (3) is added to that section, to read:

218.33 Local governmental entities; establishment of uniform fiscal years and accounting practices and procedures.—

(3) Each local governmental entity shall establish and maintain internal controls designed to:

(a) Prevent and detect fraud, waste, and abuse as defined in s. 11.45(1).

(b) Promote and encourage compliance with applicable laws, rules, contracts, grant agreements, and best practices.

(c) Support economical and efficient operations.

(d) Ensure reliability of financial records and reports.

(e) Safeguard assets.

Section 15. Subsections (2), (3), and (4) of section 218.391, Florida Statutes, are amended, and subsection (9) is added to that section, to read:

218.391 Auditor selection procedures.—

(2) The governing body of a ~~charter~~ county, municipality, special district, district school board, charter school, or charter technical career center shall establish an auditor selection ~~audit~~ committee.

(a) The auditor selection committee for a ~~Each noncharter~~ county ~~must shall establish an audit committee that,~~ at a minimum, ~~shall~~ consist of each of the county officers elected pursuant to the county charter or s. 1(d), Art. VIII of the

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State Constitution, ~~or their respective designees a designee,~~
and one member of the board of county commissioners or its
designee.

(b) The auditor selection committee for a municipality,
special district, district school board, charter school, or
charter technical career center must consist of at least three
members. One member of the auditor selection committee must be a
member of the governing body of an entity specified in this
paragraph, who shall serve as the chair of the committee.

(c) An employee, a chief executive officer, or a chief
financial officer of the county, municipality, special district,
district school board, charter school, or charter technical
career center may not serve as a member of an auditor selection
committee established under this subsection; however, an
employee, a chief executive officer, or a chief financial
officer of the county, municipality, special district, district
school board, charter school, or charter technical career center
may serve in an advisory capacity.

(d) The primary purpose of the auditor selection ~~audit~~
committee is to assist the governing body in selecting an
auditor to conduct the annual financial audit required in s.
218.39; however, the ~~audit~~ committee may serve other audit
oversight purposes as determined by the entity's governing body.
The public may ~~shall~~ not be excluded from the proceedings under
this section.

(3) The auditor selection ~~audit~~ committee shall:

(a) Establish factors to use for the evaluation of audit
services to be provided by a certified public accounting firm
duly licensed under chapter 473 and qualified to conduct audits

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in accordance with government auditing standards as adopted by the Florida Board of Accountancy. Such factors shall include, but are not limited to, ability of personnel, experience, ability to furnish the required services, and such other factors as may be determined by the committee to be applicable to its particular requirements.

(b) Publicly announce requests for proposals. Public announcements must include, at a minimum, a brief description of the audit and indicate how interested firms can apply for consideration.

(c) Provide interested firms with a request for proposal. The request for proposal shall include information on how proposals are to be evaluated and such other information the committee determines is necessary for the firm to prepare a proposal.

(d) Evaluate proposals provided by qualified firms. If compensation is one of the factors established pursuant to paragraph (a), it shall not be the sole or predominant factor used to evaluate proposals.

(e) Rank and recommend in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required services after considering the factors established pursuant to paragraph (a). If fewer than three firms respond to the request for proposal, the committee shall recommend such firms as it deems to be the most highly qualified.

(4) The governing body shall inquire of qualified firms as to the basis of compensation, select one of the firms recommended by the auditor selection ~~audit~~ committee, and negotiate a contract, using one of the following methods:

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(a) If compensation is not one of the factors established pursuant to paragraph (3) (a) and not used to evaluate firms pursuant to paragraph (3) (e), the governing body shall negotiate a contract with the firm ranked first. If the governing body is unable to negotiate a satisfactory contract with that firm, negotiations with that firm shall be formally terminated, and the governing body shall then undertake negotiations with the second-ranked firm. Failing accord with the second-ranked firm, negotiations shall then be terminated with that firm and undertaken with the third-ranked firm. Negotiations with the other ranked firms shall be undertaken in the same manner. The governing body, in negotiating with firms, may reopen formal negotiations with any one of the three top-ranked firms, but it may not negotiate with more than one firm at a time.

(b) If compensation is one of the factors established pursuant to paragraph (3) (a) and used in the evaluation of proposals pursuant to paragraph (3) (d), the governing body shall select the highest-ranked qualified firm or must document in its public records the reason for not selecting the highest-ranked qualified firm.

(c) The governing body may select a firm recommended by the audit committee and negotiate a contract with one of the recommended firms using an appropriate alternative negotiation method for which compensation is not the sole or predominant factor used to select the firm.

(d) In negotiations with firms under this section, the governing body may allow a designee to conduct negotiations on its behalf.

(9) If the entity fails to select the auditor in accordance

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with the requirements of subsections (3)-(6), the entity must again perform the auditor selection process in accordance with this section to select an auditor to conduct audits for subsequent fiscal years.

Section 16. Paragraph (e) of subsection (4), paragraph (d) of subsection (5), and paragraph (d) of subsection (6) of section 373.536, Florida Statutes, are amended to read:

373.536 District budget and hearing thereon.—

(4) BUDGET CONTROLS; FINANCIAL INFORMATION.—

(e) ~~By September 1, 2012,~~ Each district shall provide a monthly financial statement in the form and manner prescribed by the Department of Financial Services to the district's governing board and make such monthly financial statement available for public access on its website.

(5) TENTATIVE BUDGET CONTENTS AND SUBMISSION; REVIEW AND APPROVAL.—

(d) Each district shall, by August 1 of each year, submit for review a tentative budget and a description of any significant changes from the preliminary budget submitted to the Legislature pursuant to s. 373.535 to the Governor, the President of the Senate, the Speaker of the House of Representatives, the chairs of all legislative committees and subcommittees having substantive or fiscal jurisdiction over water management districts, as determined by the President of the Senate or the Speaker of the House of Representatives, as applicable, the secretary of the department, and the governing body of each county in which the district has jurisdiction or derives any funds for the operations of the district. The tentative budget must be posted on the district's official

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website at least 2 days before budget hearings held pursuant to
s. 200.065 or other law and must remain on the website for at
least 45 days.

(6) FINAL BUDGET; ANNUAL AUDIT; CAPITAL IMPROVEMENTS PLAN;
WATER RESOURCE DEVELOPMENT WORK PROGRAM.—

(d) The final adopted budget must be posted on the water
management district's official website within 30 days after
adoption and must remain on the website for at least 2 years.

Section 17. Paragraph (1) of subsection (12) of section
1001.42, Florida Statutes, as amended by chapter 2018-5, Laws of
Florida, is amended to read:

1001.42 Powers and duties of district school board.—The
district school board, acting as a board, shall exercise all
powers and perform all duties listed below:

(12) FINANCE.—Take steps to assure students adequate
educational facilities through the financial procedure
authorized in chapters 1010 and 1011 and as prescribed below:

(1) *Internal auditor.*—May or, in the case of a school
district receiving annual federal, state, and local funds in
excess of \$500 million, shall employ an internal auditor. The
scope of the internal auditor shall not be restricted and shall
include every functional and program area of the school system.

1. The internal auditor shall perform ongoing financial
verification of the financial records of the school district, a
comprehensive risk assessment of all areas of the school system
every 5 years, and other audits and reviews as the district
school board directs for determining:

a. The adequacy of internal controls designed to prevent
and detect fraud, waste, and abuse as defined in s. 11.45(1).

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b. Compliance with applicable laws, rules, contracts, grant agreements, district school board-approved policies, and best practices.

c. The efficiency of operations.

d. The reliability of financial records and reports.

e. The safeguarding of assets.

f. Financial solvency.

g. Projected revenues and expenditures.

h. The rate of change in the general fund balance.

2. The internal auditor shall prepare audit reports of his or her findings and report directly to the district school board or its designee.

3. Any person responsible for furnishing or producing any book, record, paper, document, data, or sufficient information necessary to conduct a proper audit or examination which the internal auditor is by law authorized to perform is subject to the provisions of s. 11.47(3) and (4).

Section 18. Paragraph (j) of subsection (9) of section 1002.33, Florida Statutes, is amended to read:

1002.33 Charter schools.—

(9) CHARTER SCHOOL REQUIREMENTS.—

(j) The governing body of the charter school shall be responsible for:

1. Establishing and maintaining internal controls designed to:

a. Prevent and detect fraud, waste, and abuse as defined in s. 11.45(1).

b. Promote and encourage compliance with applicable laws, rules, contracts, grant agreements, and best practices.

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c. Support economical and efficient operations.

d. Ensure reliability of financial records and reports.

e. Safeguard assets.

~~2.1.~~ Ensuring that the charter school has retained the services of a certified public accountant or auditor for the annual financial audit, pursuant to s. 1002.345(2), who shall submit the report to the governing body.

~~3.2.~~ Reviewing and approving the audit report, including audit findings and recommendations for the financial recovery plan.

~~4.a.3.a.~~ Performing the duties in s. 1002.345, including monitoring a corrective action plan.

b. Monitoring a financial recovery plan in order to ensure compliance.

~~5.4.~~ Participating in governance training approved by the department which must include government in the sunshine, conflicts of interest, ethics, and financial responsibility.

Section 19. Present subsections (6) through (10) of section 1002.37, Florida Statutes, are renumbered as subsections (7) through (11), respectively, present subsection (6) is amended, and a new subsection (6) is added to that section, to read:

1002.37 The Florida Virtual School.—

(6) The Florida Virtual School shall have an annual financial audit of its accounts and records conducted by an independent auditor who is a certified public accountant licensed under chapter 473. The independent auditor shall conduct the audit in accordance with rules adopted by the Auditor General pursuant to s. 11.45 and, upon completion of the audit, shall prepare an audit report in accordance with such

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rules. The audit report must include a written statement by the board of trustees describing corrective action to be taken in response to each of the independent auditor's recommendations included in the audit report. The independent auditor shall submit the audit report to the board of trustees and the Auditor General no later than 9 months after the end of the preceding fiscal year.

(7)~~(6)~~ The board of trustees shall annually submit to the Governor, the Legislature, the Commissioner of Education, and the State Board of Education the audit report prepared pursuant to subsection (6) and a complete and detailed report setting forth:

(a) The operations and accomplishments of the Florida Virtual School within the state and those occurring outside the state as Florida Virtual School Global.

(b) The marketing and operational plan for the Florida Virtual School and Florida Virtual School Global, including recommendations regarding methods for improving the delivery of education through the Internet and other distance learning technology.

(c) The assets and liabilities of the Florida Virtual School and Florida Virtual School Global at the end of the fiscal year.

~~(d) A copy of an annual financial audit of the accounts and records of the Florida Virtual School and Florida Virtual School Global, conducted by an independent certified public accountant and performed in accordance with rules adopted by the Auditor General.~~

(d)~~(e)~~ Recommendations regarding the unit cost of providing

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services to students through the Florida Virtual School and Florida Virtual School Global. In order to most effectively develop public policy regarding any future funding of the Florida Virtual School, it is imperative that the cost of the program is accurately identified. The identified cost of the program must be based on reliable data.

(e) ~~(f)~~ Recommendations regarding an accountability mechanism to assess the effectiveness of the services provided by the Florida Virtual School and Florida Virtual School Global.

Section 20. Subsection (5) is added to section 1010.01, Florida Statutes, to read:

1010.01 Uniform records and accounts.—

(5) Each school district, Florida College System institution, and state university shall establish and maintain internal controls designed to:

(a) Prevent and detect fraud, waste, and abuse as defined in s. 11.45(1).

(b) Promote and encourage compliance with applicable laws, rules, contracts, grant agreements, and best practices.

(c) Support economical and efficient operations.

(d) Ensure reliability of financial records and reports.

(e) Safeguard assets.

Section 21. Section 1012.8551, Florida Statutes, is created to read:

1012.8551 Employee background screening and investigations for Florida College System personnel.—Section 110.1127 applies to each institution in the Florida College System. Each institution must designate the positions subject to background screening and investigation pursuant to that section.

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Section 22. Section 1012.915, Florida Statutes, is created to read:

1012.915 Employee background screening and investigations for State University System personnel.—Section 110.1127 applies to each institution in the State University System. Each institution must designate the positions subject to background screening and investigation pursuant to that section.

Section 23. Subsection (3) of section 218.503, Florida Statutes, is amended to read:

218.503 Determination of financial emergency.—

(3) Upon notification that one or more of the conditions in subsection (1) have occurred or will occur if action is not taken to assist the local governmental entity or district school board, the Governor or his or her designee shall contact the local governmental entity or the Commissioner of Education or his or her designee shall contact the district school board, as appropriate, to determine what actions have been taken by the local governmental entity or the district school board to resolve or prevent the condition. The information requested must be provided within 45 days after the date of the request. If the local governmental entity or the district school board does not comply with the request, the Governor or his or her designee or the Commissioner of Education or his or her designee shall notify ~~the members of~~ the Legislative Auditing Committee, which ~~who~~ may take action pursuant to s. 11.40(2) ~~11.40~~. The Governor or the Commissioner of Education, as appropriate, shall determine whether the local governmental entity or the district school board needs state assistance to resolve or prevent the condition. If state assistance is needed, the local governmental

20197014er

entity or district school board is considered to be in a state of financial emergency. The Governor or the Commissioner of Education, as appropriate, has the authority to implement measures as set forth in ss. 218.50-218.504 to assist the local governmental entity or district school board in resolving the financial emergency. Such measures may include, but are not limited to:

(a) Requiring approval of the local governmental entity's budget by the Governor or approval of the district school board's budget by the Commissioner of Education.

(b) Authorizing a state loan to a local governmental entity and providing for repayment of same.

(c) Prohibiting a local governmental entity or district school board from issuing bonds, notes, certificates of indebtedness, or any other form of debt until such time as it is no longer subject to this section.

(d) Making such inspections and reviews of records, information, reports, and assets of the local governmental entity or district school board as are needed. The appropriate local officials shall cooperate in such inspections and reviews.

(e) Consulting with officials and auditors of the local governmental entity or the district school board and the appropriate state officials regarding any steps necessary to bring the books of account, accounting systems, financial procedures, and reports into compliance with state requirements.

(f) Providing technical assistance to the local governmental entity or the district school board.

(g) 1. Establishing a financial emergency board to oversee the activities of the local governmental entity or the district

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871 school board. If a financial emergency board is established for
872 a local governmental entity, the Governor shall appoint board
873 members and select a chair. If a financial emergency board is
874 established for a district school board, the State Board of
875 Education shall appoint board members and select a chair. The
876 financial emergency board shall adopt such rules as are
877 necessary for conducting board business. The board may:

878 a. Make such reviews of records, reports, and assets of the
879 local governmental entity or the district school board as are
880 needed.

881 b. Consult with officials and auditors of the local
882 governmental entity or the district school board and the
883 appropriate state officials regarding any steps necessary to
884 bring the books of account, accounting systems, financial
885 procedures, and reports of the local governmental entity or the
886 district school board into compliance with state requirements.

887 c. Review the operations, management, efficiency,
888 productivity, and financing of functions and operations of the
889 local governmental entity or the district school board.

890 d. Consult with other governmental entities for the
891 consolidation of all administrative direction and support
892 services, including, but not limited to, services for asset
893 sales, economic and community development, building inspections,
894 parks and recreation, facilities management, engineering and
895 construction, insurance coverage, risk management, planning and
896 zoning, information systems, fleet management, and purchasing.

897 2. The recommendations and reports made by the financial
898 emergency board must be submitted to the Governor for local
899 governmental entities or to the Commissioner of Education and

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the State Board of Education for district school boards for appropriate action.

(h) Requiring and approving a plan, to be prepared by officials of the local governmental entity or the district school board in consultation with the appropriate state officials, prescribing actions that will cause the local governmental entity or district school board to no longer be subject to this section. The plan must include, but need not be limited to:

1. Provision for payment in full of obligations outlined in subsection (1), designated as priority items, which are currently due or will come due.

2. Establishment of priority budgeting or zero-based budgeting in order to eliminate items that are not affordable.

3. The prohibition of a level of operations which can be sustained only with nonrecurring revenues.

4. Provisions implementing the consolidation, sourcing, or discontinuance of all administrative direction and support services, including, but not limited to, services for asset sales, economic and community development, building inspections, parks and recreation, facilities management, engineering and construction, insurance coverage, risk management, planning and zoning, information systems, fleet management, and purchasing.

Section 24. The Legislature finds that a proper and legitimate state purpose is served when internal controls are established to prevent and detect fraud, waste, and abuse and to safeguard and account for government funds and property.
Therefore, the Legislature determines and declares that this act fulfills an important state interest.

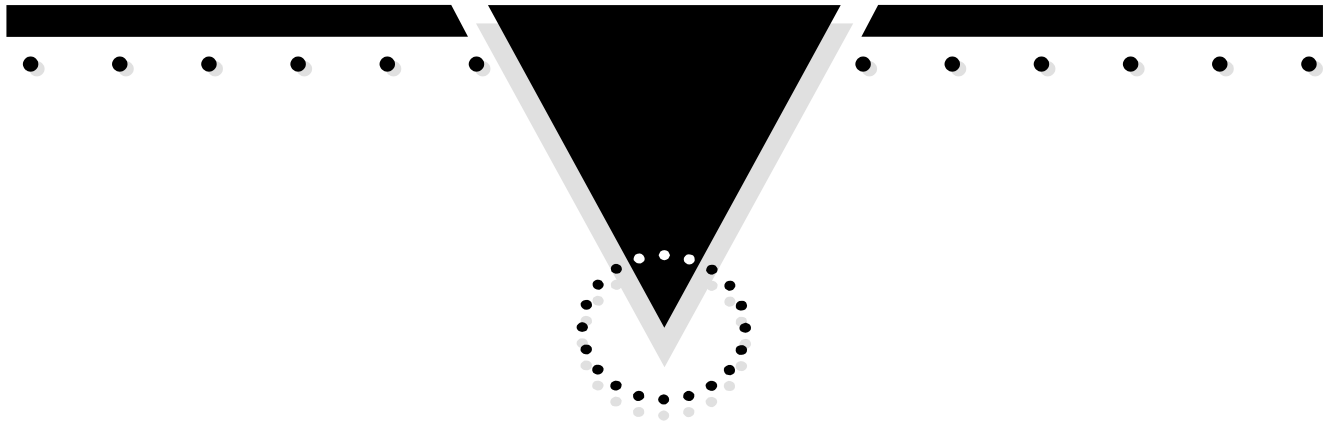
20197014er

929

Section 25. This act shall take effect July 1, 2019.

SECTION C

SECTION 1



Grande Pines
Community Development District

Unaudited Financial Reporting

March 31, 2020



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2	<hr/> GENERAL FUND INCOME STATEMENT
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4	<hr/> DEVELOPER CONTRIBUTION SCHEDULE

GRANDE PINES
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
March 31, 2020

	<u>General Fund</u>
<u>ASSETS:</u>	
CASH	\$7,612
TOTAL ASSETS	<u><u>\$7,612</u></u>
<u>LIABILITIES:</u>	
ACCOUNTS PAYABLE	\$3,753
<u>FUND EQUITY:</u>	
FUND BALANCES:	
UNASSIGNED	\$3,859
TOTAL LIABILITIES & FUND EQUITY	<u><u>\$7,612</u></u>

GRANDE PINES

COMMUNITY DEVELOPMENT DISTRICT

GENERAL FUND

Statement of Revenues & Expenditures

For The Period Ending March 31, 2020

	PROPOSED BUDGET	PRORATED BUDGET THRU 3/31/20	ACTUAL THRU 3/31/20	VARIANCE
<u>REVENUES:</u>				
DEVELOPER CONTRIBUTIONS	\$102,593	\$51,297	\$36,755	(\$14,542)
TOTAL REVENUES	\$102,593	\$51,297	\$36,755	(\$14,542)
<u>EXPENDITURES:</u>				
<u>ADMINISTRATIVE:</u>				
SUPERVISORS FEES	\$12,000	\$6,000	\$1,200	\$4,800
FICA EXPENSE	\$918	\$459	\$92	\$367
ENGINEERING	\$12,000	\$6,000	\$0	\$6,000
ATTORNEY	\$25,000	\$12,500	\$5,113	\$7,387
MANAGEMENT FEES	\$35,000	\$17,500	\$12,833	\$4,667
WEBSITE CREATION	\$2,375	\$2,375	\$2,375	\$0
INFORMATION TECHNOLOGY	\$1,200	\$600	\$400	\$200
TELEPHONE	\$300	\$150	\$0	\$150
POSTAGE	\$1,000	\$500	\$13	\$487
INSURANCE	\$5,000	\$5,000	\$4,713	\$287
PRINTING & BINDING	\$1,000	\$500	\$399	\$101
LEGAL ADVERTISING	\$5,000	\$2,500	\$5,497	(\$2,997)
OTHER CURRENT CHARGES	\$1,000	\$500	\$0	\$500
OFFICE SUPPLIES	\$625	\$313	\$110	\$202
DUES, LICENSE & SUBSCRIPTIONS	\$175	\$175	\$150	\$25
TOTAL EXPENDITURES	\$102,593	\$55,072	\$32,896	\$22,176
EXCESS REVENUES (EXPENDITURES)	\$0		\$3,859	
FUND BALANCE - Beginning	\$0		\$0	
FUND BALANCE - Ending	\$0		\$3,859	

GRANDE PINES Community Development District

REVENUES:

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
DEVELOPER CONTRIBUTIONS	\$0	\$17,375	\$7,051	\$3,184	\$4,894	\$4,250	\$0	\$0	\$0	\$0	\$0	\$0	\$36,755
TOTAL REVENUES	\$0	\$17,375	\$7,051	\$3,184	\$4,894	\$4,250	\$0	\$0	\$0	\$0	\$0	\$0	\$36,755

EXPENDITURES:

ADMINISTRATIVE:													
SUPERVISOR FEES	\$0	\$0	\$0	\$0	\$1,200	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,200
FICA EXPENSE	\$0	\$0	\$0	\$0	\$92	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$92
ENGINEERING	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
ATTORNEY	\$0	\$1,944	\$1,911	\$464	\$795	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,113
MANAGEMENT FEES	\$0	\$1,167	\$2,917	\$2,917	\$2,917	\$2,917	\$0	\$0	\$0	\$0	\$0	\$0	\$12,833
WEBSTIE CREATION	\$0	\$0	\$0	\$0	\$0	\$2,375	\$0	\$0	\$0	\$0	\$0	\$0	\$2,375
INFORMATION TECHNOLOGY	\$0	\$0	\$100	\$100	\$100	\$100	\$0	\$0	\$0	\$0	\$0	\$0	\$400
TELEPHONE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
POSTAGE	\$0	\$0	\$0	\$0	\$2	\$11	\$0	\$0	\$0	\$0	\$0	\$0	\$13
INSURANCE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
PRINTING & BINDING	\$4,713	\$0	\$199	\$4	\$2	\$195	\$0	\$0	\$0	\$0	\$0	\$0	\$4,713
LEGAL ADVERTISING	\$0	\$0	\$881	\$3,276	\$1,340	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,497
OTHER CURRENT CHARGES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
OFFICE SUPPLIES	\$0	\$0	\$30	\$0	\$62	\$18	\$0	\$0	\$0	\$0	\$0	\$0	\$110
DUES, LICENSES & SUBSCRIPTIONS	\$0	\$0	\$150	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$150
TOTAL EXPENDITURES	\$4,713	\$3,110	\$6,188	\$6,761	\$6,509	\$5,615	\$0	\$0	\$0	\$0	\$0	\$0	\$32,896
EXCESS REVENUES (EXPENDITURES)	(\$4,713)	\$14,265	\$864	(\$3,576)	(\$1,615)	(\$1,365)	\$0	\$0	\$0	\$0	\$0	\$0	\$3,859

GRANDE PINES
Community Development District
Developer Contributions/Due from Developer

Funding Request #	Prepared Date	Payment Received Date	Check Amount	Total Funding Request	General Fund Portion (20)	Due from Capital	Over and (short) Balance Due
1	11/11/19	1/2/20	\$ 17,375.00	\$ 17,375.00	\$ 17,375.00	\$ -	\$ -
2	12/14/19	1/2/20	\$ 7,051.43	\$ 7,051.43	\$ 7,051.43	\$ -	\$ -
3	1/13/20	3/23/20	\$ 3,184.47	\$ 3,184.47	\$ 3,184.47	\$ -	\$ -
4	2/7/20	3/23/20	\$ 6,193.65	\$ 6,193.65	\$ 4,893.65	\$ 1,300.00	\$ -
5	3/9/20	3/23/20	\$ 7,112.68	\$ 7,112.68	\$ 4,250.18	\$ 2,862.50	\$ -
Due from Developer			\$ 40,917.23	\$ 40,917.23	\$ 36,754.73	\$ 4,162.50	\$ -

Total Developer Contributions FY20

\$ 36,754.73

SECTION 2

Grande Pines

Community Development District

FY20 Funding Request #5

March 9, 2020

	Payee	General Fund	Capital Outlay
1	Governmental Management Services-CF, LLC Inv# 6 - Management Fees - March 2020	\$ 3,140.28	
2	Latham, Shuker, Eden & Beaudine, LLP Inv# 89891 - General Counsel - January 2020	\$ 464.00	
3	Poulos & Bennett Inv# 19-151(2) - Engineer's Report - January 2020		\$ 2,862.50
4	Supervisor Fees February 17, 2020 Linda Kepfer Jennifer McLendon Steven Smith	\$ 215.30 \$ 215.30 \$ 215.30	
		\$ 4,250.18	\$ 2,862.50
		Total:	\$ 7,112.68

Please make check payable to:

Grande Pines Community Development District

1408 Hamlin Avenue, Unit E

St.Cloud, FL 34771

GMS-Central Florida, LLC
1001 Bradford Way
Kingston, TN 37763

Invoice

Invoice #: 6
Invoice Date: 3/1/20
Due Date: 3/1/20
Case:
P.O. Number:

Bill To:
Grande Pines CDD
219 E. Livingston St.
Orlando, FL 32801

Description	Hours/Qty	Rate	Amount
Management Fees - March 2020		2,916.67	2,916.67
Office Supplies		18.13	18.13
Postage		10.93	10.93
Copies		194.55	194.55
		Total	\$3,140.28
		Payments/Credits	\$0.00
		Balance Due	\$3,140.28

LATHAM, LUNA, 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

RECEIVED
FEB 21 2020

February 18, 2020

Grande Pines CDD
c/o GMS- CFL, LLC
219 E. LIVINGSTON STREET
Orlando, FL 32801

BY: _____

#2(Hd)
1-310-513-315
Rev. DEO cons/pmol/statutory

INVOICE

Matter ID: 4168-001
General

Invoice # 89891
Federal ID # 59-3366512

For Professional Services Rendered:

01/02/2020	JAC	Review and respond to correspondence from DEO requesting financial information to substantiate; related emails with District Manager	0.40 hr	\$146.00
01/24/2020	ACD	Review statutory update regarding auditing and ethics; prepare material for presentation at next board meeting	0.40 hr	\$88.00
Total Professional Services:				\$234.00

For Disbursements Incurred:

01/02/2020	Check # 46917 SIMPLIFILE; Disbursement for E-recording of Interlocal Agreement regarding Grand Pines CDD in Orange County, FL on 12.23.19/4168-001/JAC	\$230.00
Total Disbursements Incurred:		\$230.00

INVOICE SUMMARY

For Professional Services:	0.80 Hours	\$234.00
For Disbursements Incurred:		\$230.00
New Charges this Invoice:		\$464.00
Previous Balance:		\$1,911.00
Less Payment and Credits Received:		\$0.00
Outstanding Balance:		\$1,911.00
Plus New Charges this Invoice:		\$464.00
Total Due:		\$2,375.00

Billed Through: January 31, 2020

POULOS & BENNETT

Poulos & Bennett, LLC
2602 E. Livingston St.
Orlando, FL 32803
407-487-2594

RECEIVED
MAR 04 2020

BY: _____

Grande Pines CDD
1408 Hamlin Avenue, Unit E
St. Cloud, FL 34771

Invoice number 19-151(2)
Date 02/28/2020

Project **19-151 GRAND PINES CDD**

Professional services for the period ending: January 31, 2020

Invoice Summary

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Remaining Percent	Current Percent	Current Billed
.01 ENGINEER'S REPORT	15,000.00	27.75	1,300.00	4,162.50	72.25	19.08	2,862.50
Total	15,000.00		1,300.00	4,162.50			2,862.50

Hourly Tasks:

.01 Engineer's Report

	Hours	Rate	Billed Amount
Practice Team Leader	13.25	200.00	2,650.00
Project Coordinator	2.50	85.00	212.50
Phase subtotal			2,862.50

GMS-CF

.01 Engineer's Report - Prepare engineers report and cost opinion.

Invoice total **2,862.50**

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
19-151(1)	01/31/2020	1,300.00		1,300.00			
19-151(2)	02/28/2020	2,862.50	2,862.50				
Total		4,162.50	2,862.50	1,300.00	0.00	0.00	0.00

SECTION 3

Grande Pines

Community Development District

FY20 Funding Request #6

April 13, 2020

Payee	General Fund	Capital Outlay
1 Governmental Management Services-CF, LLC		
Inv# 7 - Management Fees - April 2020	\$ 3,416.67	
Inv# 8 - Reimbursable Fees - April 2020	\$ 42.19	
2 Latham, Shuker, Eden & Beaudine, LLP		
Inv# 90415 - General Counsel - February 2020	\$ 794.50	
3 Poulos & Bennett		
Inv# 19-151(3) - Engineer's Report - February 2020		\$ 10,825.00
	\$ 4,253.36	\$ 10,825.00
Total:		\$ 15,078.36

Please make check payable to:

Grande Pines Community Development District
1408 Hamlin Avenue, Unit E
St.Cloud, FL 34771

GMS-Central Florida, LLC

1001 Bradford Way
Kingston, TN 37763

Invoice**Invoice #:** 7**Invoice Date:** 4/1/20**Due Date:** 4/1/20**Case:****P.O. Number:****Bill To:**

Grande Pines CDD
219 E. Livingston St.
Orlando, FL 32801

#1 (nd)

Description	Hours/Qty	Rate	Amount
Management Fees - April 2020 310-513-34		2,916.67	2,916.67
Information Technology - (December 2019 - April 2020)	5	100.00	500.00
310-513-351			
Total			\$3,416.67
Payments/Credits			\$0.00
Balance Due			\$3,416.67

GMS-Central Florida, LLC

1001 Bradford Way
Kingston, TN 37763

Invoice

Invoice #: 8

Invoice Date: 4/1/20

Due Date: 4/1/20

Case:

P.O. Number:

Bill To:

Grande Pines CDD
219 E. Livingston St.
Orlando, FL 32801

Description		# 1. (hd)	Hours/Qty	Rate	Amount
Office Supplies	310-513-51			0.54	0.54
Postage	42			34.60	34.60
Copies	425			7.05	7.05
Total					\$42.19
Payments/Credits					\$0.00
Balance Due					\$42.19

LATHAM, LUNA, 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

RECEIVED
MAR 17 2020

BY: _____

March 17, 2020

Grande Pines CDD
c/o GMS- CFL, LLC
219 E. LIVINGSTON STREET
Orlando, FL 32801

#2 (Hd)
310-513-315
CDD Mtg / Rev. Agenda / Prepart

INVOICE

Matter ID: 4168-001
General

Invoice # 90415
Federal ID # 59-3366512

For Professional Services Rendered:

02/10/2020	ACD	Review minutes and agenda and prepare for next weeks meeting	0.40 hr	\$102.00
02/11/2020	jms	Review agenda and provide notes on attorney related items	0.10 hr	\$7.50
02/17/2020	ACD	Prepare for and attend CDD meeting; follow up on action items	2.40 hr	\$612.00
02/20/2020	JAC	Review and respond to report from GMS; related emails	0.20 hr	\$73.00
Total Professional Services:				<u>\$794.50</u>

INVOICE SUMMARY

For Professional Services:	3.10 Hours	<u>\$794.50</u>
New Charges this Invoice:		<u>\$794.50</u> ✓
Previous Balance:		\$2,375.00 p ↓
Less Payment and Credits Received:		<u>\$0.00</u>
Outstanding Balance:		\$2,375.00
Plus New Charges this Invoice:		<u>\$794.50</u> ✓
Total Due:		<u>\$3,169.50</u>

Billed Through: February 29, 2020

POULOS & BENNETT

Poulos & Bennett, LLC
 2602 E. Livingston St.
 Orlando, FL 32803
 407-487-2594

Grande Pines CDD
 1408 Hamlin Avenue, Unit E
 St. Cloud, FL 34771

Invoice number 19-151(3)
 Date 03/30/2020

Project **19-151 GRAND PINES CDD**

Professional services for the period ending: February 29, 2020

Invoice Summary

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Remaining Percent	Current Percent	Current Billed
.01 ENGINEER'S REPORT	15,000.00	99.92	4,162.50	14,987.50	0.08	72.17	10,825.00
.02 MISCELLANEOUS SERVICES	0.00	0.00	0.00	0.00	0.00		0.00
Total	15,000.00		4,162.50	14,987.50			10,825.00

Hourly Tasks:

.01 Engineer's Report

	Hours	Rate	Billed Amount
Engineering Intern	8.50	50.00	425.00
Practice Team Leader	4.25	200.00	850.00
Senior Project Engineer	28.75	160.00	4,600.00
Staff Engineer	45.00	110.00	4,950.00
Phase subtotal			10,825.00

GMS-CF

.01 Engineer's Report - Prepare and revise engineer's report per client and team comments.

Invoice total **10,825.00**

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
19-151(1)	01/31/2020	1,300.00		1,300.00			
19-151(2)	02/28/2020	2,862.50		2,862.50			
19-151(3)	03/30/2020	10,825.00	10,825.00				
Total		14,987.50	10,825.00	4,162.50	0.00	0.00	0.00