Grande Pines
Community Development District

Agenda

September 16, 2024

AGENDA

Grande Pines
Community Development District

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

September 9, 2024

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, September 16, 2024 at 10:00 AM at the Offices of GMS-CF, LLC, 219 East Livingston Street, Orlando, Florida 32801.** Following is the advance agenda for the meeting:

1. Roll Call
2. Public Comment Period
3. **Organizational Matter – ADDED**
    A. **Acceptance of Resignation of Jana Basubas, Seat #3**
    B. **Appointment of Individual to Fulfill Board Vacancy in Seat #3 with a Term Ending November 2024**
    C. **Administration of Oath of Office to Newly Appointed Board Member**
    D. **Consideration of Resolution 2024-13 Appointing Assistant Secretaries**
4. Approval of Minutes of the August 19, 2024 Meeting
5. **Ratification of Fiscal Year 2024 Audit Engagement Letter with Grau & Associates – ADDED**
6. Discussion of Security Services
    A. Discussion of Current Vendor
    B. Review of Security Vendor Proposals
        i. Ramco Protective
        ii. DSI Security Services
        iii. Securitas Security Services
        iv. Berman Security Agency
7. Contract Renewals
    A. Consideration of Landscape Maintenance Agreement Renewal with United Land Services
    B. Consideration of Aquatic Plant Management Agreement Renewal with Applied Aquatic Management, Inc.
    C. Consideration of Fountain Maintenance Agreement Renewal with Cascade Fountain Design Group, Inc.
8. Staff Reports
    A. Attorney
    B. Engineer
    C. District Manager's Report

        i. Check Register
        ii. Balance Sheet and Income Statement
        iii. Ratification of Series 2021 Requisition #30
    D. Field Manager's Report
9. Other Business
10. Supervisors Requests
11. Adjournment

Sincerely,

George Flint

George S. Flint
District Manager

SECTION 3

SECTION A

From: **Jana Basubas** JBasubas@parksquarehomes.com
Subject: RE: Grande Pines CDD 09/16/24 Meeting Agenda
Date: September 11, 2024 at 4:03 PM
To: Syanne Hall shall@gmscfl.com
Cc: gflint@gmscfl.com

Good afternoon,

I resign immediately from the CDD board.

Please let me know if there is anything else.

Thank you,

JANA BASUBAS
Director of Human Resources

5200 Vineland Rd, Suite 200 | Orlando, FL 32811
407.529.3092 **Direct**| **Mobile**
parksquarehomes.com

SECTION D

RESOLUTION 2024-13

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE GRANDE PINES COMMUNITY DEVELOPMENT DISTRICT DESIGNATING ASSISTANT SECRETARIES OF THE DISTRICT AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Grande Pines Community Development District (hereinafter the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated within Orange County, Florida; and

WHEREAS, the Board of Supervisors of the District desires to appoint Assistant Secretaries.

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

SECTION 1. _____ is appointed Assistant Secretary.

SECTION 2. _____ is appointed Assistant Secretary.

SECTION 3. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 16th day of September, 2024.

ATTEST:

GRANDE PINES COMMUNITY DEVELOPMENT DISTRICT

_____
Secretary/Assistant Secretary

_____
Chairperson, Board of Supervisors

SECTION 4

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, **August 19, 2024** at 10:00 a.m. at the Offices of GMS-CF, LLC at 219 East Livingston Street, Orlando, Florida.

Present and constituting a quorum:

Achal Aggarwal	Chairman
Linda Kepfer	Vice Chairperson
Randy Jones	Assistant Secretary
Carol Kay Cole	Appointed as Assistant Secretary
Jana Basubas	Appointed as Assistant Secretary

Also present were:

Jason Showe	District Manager, GMS
Jay Lazarovich *by phone*	District Counsel
Mohammad Eisa *by phone*	District Engineer
Jarett Wright	Field Manager, GMS

FIRST ORDER OF BUSINESS **Roll Call**

Mr. Showe called the meeting to order and called the roll. Three Board members were present constituting a quorum.

SECOND ORDER OF BUSINESS **Public Comment Period**

Mr. Showe: There are only members of staff and the Board present.

THIRD ORDER OF BUSINESS Organizational Matters

A. Acceptance of Resignation of Suhiel Rojas, Seat #3

Mr. Showe: In the agenda package is the resignation of Mr. Rojas and we just received this morning the resignation of Ms. Whitney. We can take a motion to accept both of those at this point.

> On MOTION by Mr. Aggarwal, seconded by Ms. Kepfer, with all in favor, Accepting the Resignation of Suhiel Rojas and Amanda Whitney, was approved.

B. Appointment of Individual to Fulfill Board Vacancy in Seat #3 with a Term Ending November 2024

Mr. Showe: At this point that does give us two vacancies on the Board. We can take a motion to fill those vacancies at this time.

Mr. Aggarwal: I would like to move to Kay Cole and Janet Basubas to fill both of those seats.

Mr. Lazarovich: Has Randy taken the Oath of Office?

Mr. Showe: Yes, we have it confirmed in 2022. Seat #4 has a term expiring in 2026 and seat #3 has a term exiring in 2024.

Mr. Aggarwal: If Janet could be on the 2024 seat and Kay could be on the 2026 seat that would be great.

> On MOTION by Mr. Aggarwal, seconded by Ms. Kepfer, with all in favor, Appointing Ms. Cole to Seat #4 and Ms. Basubas to Seat #3, was approved.

C. Administration of Oath of Office to Newly Appointed Board Member

Mr. Showe administered the oath of office to Ms. Cole and Ms. Basubas.

Mr. Showe: You are now public officials under the State of Florida so you will have to complete Form 1 which has to be done within 30 days of today. The process is all electronic now. We will put the email address that you just gave us into the system to generate an email to you to fill that out. Behind that is 2024 Form 1F. This is essentially the same form but, in the event, you ever leave the Board, you are required to fill out a Form 1F. We just provide these instructions for your information now just in case so there is nothing you need to do with that now. The main thing is that Form 1. Also, as a Board member, you are eligible to receive up to $200 compensation for

each Board meeting. You can choose to accept that or waive it and that is something you can do either on your own or in public however you choose to do that. If you choose to accept that compensation, we would need you to complete the I9 and W4 which are the two forms behind that. Just for tax purposes, we have to complete those. You are also now a public official so we have provided you the Guide of Florida Commission on Ethics. The general scope of this is as a public official you are no longer permitted to speak with other Board members about things that might reasonably come up before a vote of the CDD Board. Those things all have to be done in public at a publicly advertised meeting. This also applies to all forms of communication such as phone, text, Facebook. We always recommend folks especially on Boards to try to avoid social media just because it is open to the public and somebody else could see it which could be a violation of the Sunshine depending on the nature of the conversation. You are not required to keep any records from any of these Board meetings as that is my job as District Manager. If you do keep items, we recommend you keep them in a separate file just for the CDD. We are subject to public records requests so somebody could request those files and if your personal files are intermingled that you might have some personal things in there so it's just easier to keep CDD stuff separate. The same kind of process applies to your email, you should keep all of your CDD emails. We recommend folks get a separate email for CDD business or create a folder that is for all of the CDD emails to drop everything in to. If you are copied on something internally and you don't see District Manager on it, we recommend you forward that to us that way we can keep it for our records too just as a backup. Also, it probably won't come up very often but you are required to disclose any potential conflicts you might have on things that would come up before a vote of the Board. Counsel will go into a lot of this kind of stuff at their annual review. If you are related to one of the landscapers that come up for a bid or there is some other issue that you might see that you would have a conflict in voting, we would encourage you to speak to either District Counsel or myself. There are specific things in the Florida Statutes that define conflicts and if you fall into one of those, we provide you with a conflict form and that excuses you from voting. Anything else Jay?

Mr. Lazarovich: Yes, Jason pretty much covered it but our office will follow up with an email with several memos and information for your review, essentially public records conflict. If you have any questions, reach out to myself or Jason to cover it for you.

Mr. Showe: With that, you are all on the Board and ready to vote.

D. Consideration of Resolution 2024-10 Electing Officers

Mr. Showe: We will do election of officers since we changed a lot of folks around. We have a projected slate of officers and if the Board is amenable, I can just read that off and if you are okay with it, you can approve it as read. We have Chair as Mr. Aggarwal, Vice Chair is Ms. Kepfer, George Flint as Secretary, Mr. Jones, Ms. Cole, and Ms. Basubas as Assistant Secretaries, Jill Burns as Treasurer, Katie Costa as Assistant Treasurer as well as Darrin Mossing, Sr. as Assistant Treasurer.

> On MOTION by Mr. Aggarwal, seconded by Ms. Kepfer, with all in favor, Resolution 2024-10 Electing Officers as presented, was approved.

FOURTH ORDER OF BUSINESS **Approval of Minutes of the May 29, 2024 Meeting**

Mr. Showe: We have the minutes in your agenda from the May 29, 2024 meeting. They are there for your approval. We can take any questions or changes or a motion to approve.

Mr. Aggarwal: I will move to approve the minutes.

> On MOTION by Mr. Aggarwal, seconded by Ms. Kepfer, with all in favor, the Minutes of the May 29, 2024, Meeting, were approved.

SEVENTH ORDER OF BUSINESS **Staff Reports**

D. Field Manager's Report

i. Consideration of Security Vendor Proposals – ADDED

1. **Ramco Protective**
2. **DSI Security Services**
3. **Securitas Security Services**

**This item was moved up and taken out of order.*

Mr. Showe: At this point we would typically go into your public hearing for your budget but we do have some security proposals. Procedurally, we probably want to have that discussion on security before we go into the budget. Your budget only has $240k in security and we did mailed notices so we can't go over the assessment threshold. Depending on what you do with security, we might have to add in a developer contribution to offset that amount because we can't raise assessments any longer so there would be a contribution required from the developer should

we exceed that $240k in the budget. If the Board is amenable, we would like to look at security first and then we can change the budget accordingly. Is that okay with the Board?

Mr. Aggarwal: Yes.

Mr. Wright: There are a couple of pricing sheet proposals on the agenda but I can give you a quick summary that breaks things down. We built the scope as two options. The first one is to use the current service method that we are working with already which is just 24/7 security for the entire year with no roving. Right now, the HOA is paying for roving and have their own separate contract. Per discussion, I believe it was the Boards intent for us to cover the roving for the property. Your option is to either continue with what we have right now or go with a roving patrol 12 hours per night from Thursday to Sunday for a total of 48 hours per week from 6:00 p.m. to 6:00 a.m. which is typically anytime we would be expecting any sort of issues or anything like that. The first company we have is DSI. Their pricing is fairly reasonable. For the standard cost of what we are paying now in comparison, we are paying about $186k for Darren Freeman right now for the 24/7 coverage and for DSI that would come out to about $220k so a $30k to $40k increase just for the base services. If we wanted to add the patrol option in for a golf cart, we are looking at $286,343 and if we wanted a standard marked vehicle that would be $295,950. Our other option would be from Ramco Protective under the same scope basically but they don't offer a golf cart option so with a patrol vehicle and roving patrols it would be $333,162 and then for the standard service package which we are using now would be $243,558. In comparison, that is about $50k increase from what we are currently paying. I do not think that we need to change vendors right this second. There have been issues with Darren that we have been working directly with the owners to fix and come up with a couple of different methodologies for addressing them. For instance, at night as soon as 6:00 comes up, they shut the right resident lane down completely so all vehicles after 6:00 p.m. have to check in with the gate attendant. I have been following up and making sure that you need to be stopping every single vehicle that comes in whether they want to give you their ID or not, that is irrelevant but you need to be making that effort. The problem has been the security access system is not in place yet so a lot of issues will be resolved when we get that. Resident can just go up to the resident lane, scan their phone on the phone scanner or if they have a sticker and just go in. We don't need to interact with them and all of the vehicles that interact with the gate card. My recommendation would be to hold off on replacement for the

moment especially due to the increased cost and we don't know how the other companies are going to perform. You can very well have the exact same issues and now your paying 20-30% more.

Mr. Aggarwal: Remined me again, how much do we have budgeted for security?

Mr. Wright: At the moment on the proposed budget, it is $240k. Because we have posted that increase and sent notice to residents, anything else above that would be developer contribution.

Mr. Aggarwal: We have room in the budget to bring on DSI just as a point of clarification, right?

Mr. Wright: Correct, under option B.

Mr. Aggarwal: Roving right now is paid by the HOA anyway, right?

Mr. Wright: At the moment yes.

Mr. Aggarwal: I am okay with tabling this until the next meeting. I went through recently and they did check my license and did take my license plate and all of that so it seems like there is improvement but I don't want to end up in a situation where we are expecting the developer to contribute if they are not on board yet. Let's table that for next meeting and we can revisit that.

Mr. Jones: When is the next meeting?

Mr. Aggarwal: Typically, every month.

Mr. Showe: The next one I think is September.

Mr. Jones: I don't know what the rules are but if I may speak?

Mr. Showe: Absolutely.

Mr. Jones: I have concerns about keeping the same company. Our ownership has been out there multiple times when they were just waved through and multiple times where the security company is sitting at the front not roving. We have recently had people breaking in transient and spending the night, making themselves at home, and flushing small pieces of carpeting down the toilets. If they are not roving, they are not going to see that. If they are waving anyone and everyone through the gate, which has happened on multiple accounts, I can tell ownership is not okay with that and we are really looking to make a change.

Mr. Lazarovich: If they are not performing up to their contract, we can always send them a demand letter if that is something the Board would want.

Mr. Wright: Basically, just putting them on official notice. We have already explained to them but we can do that as well.

Ms. Kepfer: How about the probation period?

Mr. Wright: Correct.

Mr. Jones: What would that be, 30 days?

Mr. Lazarovich: It is kind of really up to the discretion of the Board. Your typical contracts have either 30- or 60-day termination notice so all of your contracts can be terminated in those provisions. We don't really like to terminate folks unless we have a backup vendor. We don't want you to be left with no one.

Mr. Wright: Let's say a 60-day period, so 30 days they have to change and then we send them a letter with 30 days to make the change and if they don't at that point, we can execute a termination of contract. We had a third vendor, Securitas that was coming to review the site and provide a proposal but had a family emergency at the last minute so had to cancel which is why we didn't have the third proposal. That will give me that time to get their numbers as well just because in my opinion for the same scope there is too much of a difference in price between these two vendors and our current. I would like to see what the other vendor would say. I would recommend assuming that 60-day period, 30 days put them on notice and if they can't fix the problems in 30 days, they can go.

Mr. Lazarovich: Just to confirm. I checked the agreement and we have a 10-day prior written notice not 30.

Mr. Aggarwal: We will send a demand letter for 30 days and then at the next meeting if we are still not happy, we can get somebody to step in.

Mr. Jones: In that demand letter, can we specify what we are not happy about in writing?

Mr. Showe: Correct.

Mr. Aggarwal: Jay, if you want to send the letter for review, we will let you know what we want to add and stuff like that.

Mr. Lazarovich: Perfect.

Mr. Showe: Your next meeting is September 16th so we can flag that on the agenda for further discussion.

Mr. Aggarwal: Out of curiosity, have we gone back and said look you guys are like $50k over the competition, do you want to revisit your numbers?

Mr. Wright: Correct and they said they are good with where they are at.

Mr. Showe: I can tell you we use DSI on a couple of properties and that is probably a fair price for what we have seen based on their other scopes and what we are paying at other properties. I think that is the cost of their service.

Mr. Aggarwal: Are those other Districts happy with DSI?

Mr. Showe: Primarily, I don't think anyone I mean security is one of those thankless jobs and it also depends on how close they are going to supervise the staff onsite. You can have the best manager in the world but if they are not there watching the guys do the work and making sure they are doing the work, it really doesn't matter. Again, it is hit or miss. I think it is the same thing we have seen with landscaping. It is all about management and structure. Certain guards are great and the communities want to keep them forever and certain guards they want to get rid of within a week. It is about just communication and oversite.

Mr. Jones: Have we taken the step of putting up a laminated poster at the guard house that says here are the steps, if you are a new guy or girl, you must do this.

Mr. Wright: Yes, they have laminated post orders inside the guard house and they have all been refreshed on what their expectations are. I have them working directly with the owners themselves who have been pressuring their guards to make sure everyone is doing the right thing. I have been stopped going in recently when they normally wouldn't. The problem mainly was towards the end of the day. You would have that person that's like, "Hey it's one random vehicle, I am not going to get out of my car." That is obviously unacceptable for what we are paying. We are trying to make sure those issues are addressed. It will be a lot easier when we have access to cameras to verify that these steps are being taken and at the moment we don't. I can't check if someone is doing their job at two in the morning but if I had access to the cameras, we would be able to. I think giving them the proper notice, they have already been told by me but this is an official statement from the Board saying look you will be removed if this does not get fixed. I think putting that pressure on and if they can't perform then yes, they need to go. We have found these letters to be rather effective with other companies in the past. I think especially with the cost difference between the two vendors that would be the preferred way to go.

Mr. Jones: I appreciate your perspective. My concern is simply twofold: number one the problem is later in the day when crime happens after dark, a lot of times and also when Amanda was here, she spoke with them directly multiple times yet all the company developers say yes, they just wave me on through or wave everyone else on through. The roving patrol is parked right there

at the entrance and not roving. I would love to believe that past performance is not a predictor of future behavior. I don't think statistics will validate that but I am all for giving them a 30-day notice.

FIFTH ORDER OF BUSINESS Public Hearing

Mr. Showe: Can we take a motion to open the public hearing?

> On MOTION by Ms. Aggarwal, seconded by Ms. Kepfer, with all in favor, Opening the Public Hearing, was approved.

A. Consideration of Resolution 2024-11 Adopting the Fiscal Year 2025 Budget and Relating to the Annual Appropriations

Mr. Showe: The first item we have is Resolution 2024-11 and your public hearing. This is adopting the fiscal year 2025 budget relating to the annual appropriations. We did make that initial change to security based on your comments at your proposed budget. This includes that and the mailed notices were sent out with that. There is about a 24% assessment increase provided as part of your budget. Other than that, it is very similar to what you saw at your proposed budget. Starting on page 3, we do list out all of the line-item descriptions for folks so it is pretty clear how we get to the budget numbers and then that follows up with all of your debt service amounts. It is important to know that the debt service is really issued as part of those bonds and so the Board doesn't have a whole lot of flexibility in there but we are required to adopt budgets with those in there. We provide on page 13 an overall assessment chart so your residents can see what portion of those assessments tie up to which of those lines. Again, we will point out there are no members of the public here to provide comment and we haven't received any emails or phone calls so with that is there any discussion by the Board or consideration for approval of Resolution 2024-11?

> On MOTION by Mr. Aggarwal, seconded by Ms. Kepfer, with all in favor, Resolution 2024-11 Adopting the Fiscal Year 2025 Budget and Relating to the Annual Appropriations, was approved.

B. Consideration of Resolution 2024-12 Imposing Special Assessments and Certifying an Assessment Roll

Mr. Showe: The second part of that is Resolution 2024-12. This is the resolution that levies those assessments on the tax bill. Attached to this resolution will be the adopted budget that you just approved as well as the spreadsheet attached to that will be exhibit B. That again levies each of those assessments on all of those properties in the lines and types based by product type. Again, we will note there are no members of the public to provide comment. We can take a motion from the Board or any further discussion on that resolution.

> On MOTION by Mr. Aggarwal, seconded by Ms. Kepfer, with all in favor, Resolution 2024-12 Imposing Special Assessments and Certifying an Assessment Roll, was approved.

Mr. Showe: Is there a motion to close the public hearing?

> On MOTION by Mr. Aggarwal, seconded by Ms. Kepfer, with all in favor, Closing the Public Hearing, was approved.

SIXTH ORDER OF BUSINESS **Review and Acceptance of Fiscal Year 2023 Audit Report**

Mr. Showe: The next item is the Fiscal Year 2023 audit. That audit document is there for you. We typically direct Boards to the last page which is the letter to management. That is where they go through all of the items that are statutorily required for them to review. We will note there are no current year findings and no prior year findings. They have made no recommendations and we do not meet any of the financial condition triggers which is good. It is a clean audit for our purposes so we would just like a motion from the Board to go ahead and accept that audit so we can transmit that to the state.

> On MOTION by Ms. Aggarwal, seconded by Ms. Kepfer, with all in favor, Accepting the Fiscal Year 2023 Audit Report , was approved.

SEVENTH ORDER OF BUSINESS Staff Reports

A. Attorney

i. Memorandum Regarding Recently Enacted Legislation

Mr. Showe: We have Jay on the phone.

Mr. Lazarovich: No major updates for the Board this month. Included in the agenda is a short memo from our firm regarding a recently enacted legislative update. House Bill 7013 has several requirements for Special Districts but only one really pertains to CDDs. It basically sets forth different goals and objective that the Board must adopt and must be adopted by October 1st of this year and then going forward by December 1st every year thereafter the goals and objectives need to be adopted and also posted on the website whether the District actually achieved those goals. We will cover those goals and objectives later in the agenda. Aside from that, we were able to wrap up the Phase 5 utility conveyance. Those are the only updates from me this month.

**Mr. Eisa joined the meeting by phone.*

B. Engineer

Mr. Showe: Mohammad, we are on your report, any updates?

Mr. Eisa: I have no report for the Board.

C. District Manager's Report

i. Adoption of District Goals and Objectives

Mr. Showe: Next as Jay indicated we have discussion on the goals and objectives for the District. We have prepared a short memo outlining some of the requirements of that legislation. Behind that we have prepared what we call kind of standard goals and objectives that we are using for all of our Districts. This came around pretty quick so we had basically from July to turn these around. We have provided some goals and objectives that we think are applicable to almost all of our Districts. I will note in the statutes there is no requirement as to what these should look like. They are not turned into anybody. They are essentially posted on your website as the goals and objectives and then in December of next year, we are required to provide a report of if we have met those goals and objectives. There are no real teeth to the legislation. There are no penalties for the Board if you don't achieve these goals. Currently, we have set these goals as things that we are already doing anyway pursuant to Florida Statutes. Our recommendation would be if the Board were to choose to make these more specific to just your District that we would do that over the next year so that as we adopt these next year, they would be in that form. Given the timeframe and

having to get these on the website, our recommendation is to have them approved in the form they are in right now and we can take these for discussion later.

Ms. Kepfer: I read this, no issues.

Mr. Aggarwal: It is stuff we are already doing.

> On MOTION by Mr. Aggarwal, seconded by Ms. Kepfer, with all in favor, the Adoption of District Goals and Objectives, was approved.

ii. Check Register

Mr. Showe: Behind that we have your check register. In your general fund we have checks 231 through 240 for $30,828.87. Staff can answer questions if you have any questions on those invoices or we can take a motion to approve.

> On MOTION by Mr. Aggarwal, seconded by Ms. Kepfer, with all in favor, the Check Register for $30,828.87, was approved.

iii. Balance Sheet and Income Statement

Mr. Showe: The next item that we have there is no action required by the Board but your balance sheet and income statement are provided for your information. We are performing better than budget to actuals so we are in great shape there. We have collected 100% of our assessments so everything looks good there.

iv. Ratification of Series 2021 Requisitions #27-29

Mr. Showe: We need ratification of a couple of sets of requisitions. Series 2021, requisitions #27-29 and Series 2024 requisitions #6-7. Those have already been paid and sent out so we would look for a motion by the Board to ratify all of those requisitions.

> On MOTION by Mr. Aggarwal seconded by Ms. Kepfer, with all in favor, the Series 2021 Requisitions #27-29 & Series 2024 Requisitions #6-7, was ratified.

v. Approval of Fiscal Year 2025 Meeting Dates

Mr. Showe: We have your meeting scheduled for Fiscal Year 2025. We have kept the same meeting schedule which is the third Monday here at 10:00. Again, obviously as we look at those, if there is no business to be conducted or for some reason we can't hold the meeting, we will provide you with cancellation notices on those but we are required under Florida Statute to produce an annual schedule. We can certainly take any questions or changes from the Board on that or once again a motion to approve.

> On MOTION by Mr. Aggarwal, seconded by Ms. Kepfer, with all in favor, the Fiscal Year 2025 Meeting Dates, was approved.

D. Field Manager's Report

Mr. Showe: With that we will go to Jarrett for any other field updates.

Mr. Wright: My field report this morning is going to be pretty quick. We had a couple of issues with people bumping into the gate arms and they were getting locked into a certain position so we had Guardian Access come out and repair those. It was really quick. They just needed to make some adjustments and reset the system. The damaged LED lights we already had backups ready to go. I just went out and replaced those myself, tightened and rechecked all of the bulbs. Every time I am there, I check all of the gate arms making sure that is working properly. It has just been minor repairs. We luckily have not had any issues with anyone hitting the actual gates or anything and there is where your most expensive tickets come from but we are good on that. Aquatics is performing absolutely great. AWN does an awesome job. Everyone is taken care of and we don't really have any issues with them. With United Land, we are now on the fourth property account manager for them. I am meeting with them and the branch manager next week. Quality from them has kind of been roller coaster. Somedays it looks great, other days they are skipping areas so I am meeting with them to basically lay down "you have this scope, you have the contract, follow the parameters, these are the areas." I feel like they focus on HOA areas because they do both accounts and kind of ignore some areas of the CDDs and I want to make sure that is not happening in the future. That is what our meeting is for next week. Every time we go there, we do a site inspection report that gives them specific issues and gives them the exact location so there should be no excuses going forward of getting these issues addressed. If there is, we would bring it the Board at a later time with my recommendation for replacement but I think

working with the branch manager now, we can get these nailed down so there won't be an issue in the future but if there is a problem I would bring it up at a later date. Based on basic things that we are looking at right now, there is a couple of dead trees along the border where the canal is and we are looking to replace those and remove any of the dead ones. The ornamental grasses we have to just keep on top of this as it encroaches on the sidewalk, we cut it back, reset and let them regrow. These ones are growing probably three to four months and are going back to full size so we will stay on this a little more than other grasses. Other than that, that is basically what is going unless you have any questions or need for me.

Mr. Jones: How often do you visit the site?

Mr. Wright: We are there once a week.

Mr. Jones: Do you take pictures and do a report every week?

Mr. Wright: Not necessarily. When I do a report, it is a full deep dive inspection and then some items are two-to-three-week turnaround time as what we expect depending on what the item is. If it is just some weeds in this area, I inspect that on the next site visit to be addressed. If it is something like replace a palm or proposals for injection something, those are a couple of week turnaround time that I am expecting. Normally every other visit, we will do a full report but not every single week unless there is a new issue that was discovered on the next week.

Mr. Jones: Do we get copies of your report.

Mr. Wright: You can if you would like.

Mr. Jones: I appreciate that, thank you very much.

Mr. Wright: Yes sir.

EIGHTH ORDER OF BUSINESS Other Business

Mr. Showe: Any other items?

Mr. Aggarwal: Not today.

Mr. Showe: Our next meeting is scheduled for September 16th.

NINTH ORDER OF BUSINESS Supervisors Requests

There being no comments, the next item followed.

TENTH ORDER OF BUSINESS **Adjournment**

Mr. Showe: Is there a motion to adjourn?

On MOTION by Mr. Aggarwal, seconded by Ms. Kepfer, with all in favor, the meeting was adjourned.

_____ _____

Secretary/Assistant Secretary Chairman/Vice Chairman

SECTION 5

Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

951 Yamato Road ▪ Suite 280
Boca Raton, Florida 33431
(561) 994-9299 ▪ (800) 299-4728
Fax (561) 994-5823
www.graucpa.com

September 9, 2024

Board of Supervisors
Grande Pines Community Development District
219 East Livingston Street
Orlando, FL 32801

We are pleased to confirm our understanding of the services we are to provide Grande Pines Community Development District, Orange County, Florida ("the District") for the fiscal year ended September 30, 2024. We will audit the financial statements of the governmental activities and each major fund, including the related notes to the financial statements, which collectively comprise the basic financial statements of Grande Pines Community Development District as of and for the fiscal year ended September 30, 2024. In addition, we will examine the District's compliance with the requirements of Section 218.415 Florida Statutes. This letter serves to renew our agreement and establish the terms and fee for the 2024 audit.

Accounting principles generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the District's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1) Management's Discussion and Analysis

2) Budgetary comparison schedule

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that information:

1) Compliance with FL Statute 218.39 (3) (c)

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the District and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the District's financial statements. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs. If our opinion on the financial statements is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or issue a report, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the District is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Examination Objective

The objective of our examination is the expression of an opinion as to whether the District is in compliance with Florida Statute 218.415 in accordance with Rule 10.556(10) of the Auditor General of the State of Florida. Our examination will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and will include tests of your records and other procedures we consider necessary to enable us to express such an opinion. We will issue a written report upon completion of our examination of the District's compliance. The report will include a statement that the report is intended solely for the information and use of management, those charged with governance, and the Florida Auditor General, and is not intended to be and should not be used by anyone other than these specified parties. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs. If our opinion on the District's compliance is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the examination or are unable to form or have not formed an opinion, we may decline to express an opinion or issue a report, or may withdraw from this engagement.

Other Services

We will assist in preparing the financial statements and related notes of the District in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for compliance with Florida Statute 218.415 and will provide us with the information required for the examination. The accuracy and completeness of such information is also management's responsibility. You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. In addition, you will be required to make certain representations regarding compliance with Florida Statute 218.415 in the management representation letter. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Management is responsible for designing, implementing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards.*

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of Grau & Associates and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a cognizant or oversight agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Grau & Associates personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies. Notwithstanding the foregoing, the parties acknowledge that various documents reviewed or produced during the conduct of the audit may be public records under Florida law. The District agrees to notify Grau & Associates of any public record request it receives that involves audit documentation.

Furthermore, Grau & Associates agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Auditor acknowledges that the designated public records custodian for the District is the District Manager ("Public Records Custodian"). Among other requirements and to the extent applicable by law, Grau & Associates shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if Auditor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Grau & Associate's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Grau & Associates, Grau & Associates shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF GRAU & ASSOCIATES HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE PUBLIC RECORDS CUSTODIAN AT: C/O GOVERNMENTAL MANAGEMENT SERVICES – CENTRAL FLORIDA LLC, 219 EAST LIVINGSTON STREET ORLANDO, FLORIDA 32801, OR RECORDREQUEST@GMSCFL.COM, PH: (407) 841-5524.

Our fee for these services will not exceed $6,700 for the September 30, 2024 audit, unless there is a change in activity by the District which results in additional audit work or if additional Bonds are issued.

We will complete the audit within prescribed statutory deadlines, which requires the District to submit its annual audit to the Auditor General no later than nine (9) months after the end of the audited fiscal year, with the understanding that your employees will provide information needed to perform the audit on a timely basis.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. Invoices will be submitted in sufficient detail to demonstrate compliance with the terms of this agreement. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate.

This agreement may be renewed each year thereafter subject to the mutual agreement by both parties to all terms and fees. The fee for each annual renewal will be agreed upon separately.

The District has the option to terminate this agreement with or without cause by providing thirty (30) days written notice of termination to Grau & Associates. Upon any termination of this agreement, Grau & Associates shall be entitled to payment of all work and/or services rendered up until the effective termination of this agreement, subject to whatever claims or off-sets the District may have against Grau & Associates.

We will provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2022 peer review report accompanies this letter.

We appreciate the opportunity to be of service to Grande Pines Community Development District and believe this letter accurately summarizes the terms of our engagement and, with any addendum, if applicable, is the complete and exclusive statement of the agreement between Grau & Associates and the District with respect to the terms of the engagement between the parties. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Grau & Associates

Antonio J. Grau

RESPONSE:

This letter correctly sets forth the understanding of Grande Pines Community Development District.

By: _____

Title: District Manager

Date: 9/11/24

FICPA
Florida Institute of Certified Public Accountants

FICPA Peer Review Program
Administered in Florida
by The Florida Institute of CPAs

AICPA
Peer Review Program

AICPA Peer Review Program
Administered in Florida
by the Florida Institute of CPAs

March 17, 2023

Antonio Grau
Grau & Associates
951 Yamato Rd Ste 280
Boca Raton, FL 33431-1809

Dear Antonio Grau:

It is my pleasure to notify you that on March 16, 2023, the Florida Peer Review Committee accepted the report on the most recent System Review of your firm. The due date for your next review is December 31, 2025. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Thank you for your cooperation.

Sincerely,

FICPA Peer Review Committee

Peer Review Team
FICPA Peer Review Committee

850.224.2727, x5957

cc: Daniel Hevia, Racquel McIntosh

Firm Number: 900004390114 **Review Number: 594791**

SECTION 6

SECTION A

LATHAM, LUNA,
EDEN & BEAUDINE, LLP
ATTORNEYS AT LAW

MICHAEL J. BEAUDINE
JAN ALBANESE CARPENTER
DANIEL H. COULTOFF
SARAH M. DINON
JENNIFER S. EDEN
DOROTHY F. GREEN
BRUCE D. KNAPP
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DANIEL A. VELASQUEZ

DIRECT DIAL: (407) 481-5842
EMAIL JLAZAROVICH@LATHAMLUNA.COM

August 20, 2024

U.S. Certified Mail Return Receipt Requested
Via E-Mail to admin@freemansecurityfl.com

Freeman Security Services, Inc.
P.O. Box 4432,
Winter Haven, Florida 33885
Attn: Darren Freeman

Re: Notice of Violation of Security Services Agreement between Grande Pines Community Development District and Freeman Security Services, Inc.

Dear Mr. Freeman:

Please be advised that our firm serves as general counsel to the Grande Pines Community Development District (the "District"). The District entered into that certain Security Services Agreement (the "Agreement") between the District and Freeman Security Services, Inc. ("Freeman"), dated August 28, 2023, attached hereto as Exhibit "A". The District has been made aware of certain conduct by Freeman which violates several provisions of the Agreement. The District is providing Freeman with this Notice of Violation of the Agreement for the reasons set forth below. Freeman is to cease those certain activities in violation of the Agreement immediately and comply with the requirements set forth herein, pursuant to the Agreement.

Pursuant to Section 15(a) of the Agreement, Freeman is responsible "for initiating, maintaining and supervising safety precautions and programs in connection with the Work, and shall provide all protection to prevent injury to [. . .] persons, including, without limitation, the employees, agents guests, visitors, invitees and licensees of the District and community residents, tenants, and the general public that may be affected thereby." The District has become aware of unauthorized and/or unconfirmed individuals being permitted to enter the District by Freeman without attempting to properly authenticate such individuals. Furthermore, pursuant to Section 15(d) of the Agreement, Freeman shall cooperate with and participate in, at no additional cost or charge, all programs, plans or routines for monitoring and reporting to District, as required in the sole discretion of the District, to ensure satisfactory performance of the Work. Unauthenticated

vehicles and visitors pose a liability to the District, its residents and guests, among other things, and the District has already experienced security concerns as a result of Freeman's inconsistent security at the guardhouse.

Additionally, pursuant to Section 27(a) of the Agreement, Freeman acknowledged that the District is a special-purpose government and that the District-owned roadways must remain open and accessible to the public; however, the District may operate "soft gates" whereas a security guard may request identification to vet any visitor and/or vehicle prior to entering the District. Notwithstanding the foregoing, the failure to produce such identification shall not prohibit any member of the public from entry onto the District's public roadways. Furthermore, pursuant to Section 27(b), Freeman shall be responsible for training its employees, officers, professionals, or any other agents of Freeman regarding the public access requirements specified in the Agreement. The District has been informed that Freeman is permitting entry to visitors without first requesting the proper identification, resulting in Freeman's violation of the Agreement.

The District and/or residents of the District have raised the aforementioned concerns with Freeman and have seen little to no rectification of the issues. The District demands Freeman provide the District with a detailed plan within five (5) business days detailing how Freeman will comply with the above-mentioned violations. The District also demands Freeman immediately cease its violations under the Agreement, as outlined herein. These violations pose a threat of additional liability for the District and Freeman, so your prompt attention to this matter is appreciated.

Please feel free to call Jan Carpenter or myself if you have questions or you would like to discuss this further.

Sincerely,

/s/ Jay E. Lazarovich

Jay E. Lazarovich, Esq.
Counsel for Grande Pines
Community Development District

cc: Jan A. Carpenter, Esq. (*via e-mail*)
George Flint, District Manager (*via e-mail*)

Exhibit A

Security Services Agreement

SECURITY SERVICES AGREEMENT
(Grande Pines Community Development District)

THIS SECURITY SERVICES AGREEMENT ("Agreement") is made and enter into effective as of the 28 day of August, 2023 (the "Effective Date"), between the **GRANDE PINES COMMUNITY DEVELOPMENT DISTRICT** (hereinafter referred to as the "District"), a local unit of special purpose government created under Chapter 190, *Florida Statutes*, whose mailing address is c/o Governmental Management Services – Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801 and **FREEMAN SECURITY SERVICES, INC.**, a Florida corporation, (hereinafter referred to as "Contractor"), whose mailing address is P.O. Box 4432, Winter Haven, Florida 33885.

W I T N E S S E T H:

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

1. DEFINITIONS.

(a) Agreement. The Agreement consists of this Agreement; the Contractor's "Security Proposal & Information" proposal, dated August 13, 2023, attached hereto as Exhibit "A" (hereinafter referred to as the "Proposal"); and the Contractor's "Costs Break Down" attached hereto as Exhibit "B" (hereinafter referred to as the "Rate Summary"). The Agreement represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representation, or agreements, either written or oral. The Agreement may be amended or modified only as set forth below in Article 14. In the event of any conflict between the terms herein and the term(s) in the Proposal, the terms herein shall prevail.

(b) Services/Work. The terms "Work" and "Services" as used in this Agreement shall be construed to include all work set forth in the Proposal and all obligations of the Contractor under this Agreement, including any addenda or special conditions. In the event of any conflict between the terms of the Proposal with the terms of this Agreement, the terms of this Agreement shall prevail.

2. SCOPE OF WORK. A description of the nature, scope, and schedule of Services/Work to be performed by Contractor under this Agreement shall be pursuant to the Proposal attached hereto as Exhibit "A" and incorporated herein. The area to be included under this Agreement may be amended by the mutual consent of the District and the Contractor.

3. COMMENCEMENT OF SERVICES AND TERM. Contractor shall commence the Work on the Effective Date. The term of this Agreement shall be from the Effective Date through September 30, 2024.

4. DISTRICT MANAGER.

(a) The District's authorized representative (herein referred to as the "District

Manager") shall be the District Manager of the District, which is Governmental Management Services – Central Florida, LLC, whose mailing address is 219 East Livingston Street, Orlando, Florida 32801, Attention: George Flint; provided, however, that the District may, without liability to the Contractor, unilaterally amend this Article from time to time by designating a different person or organization to act as its representative and so advising the Contractor in writing, at which time the person or organization so designated shall be the District's representative for the purpose of this Agreement. To be effective, such change in authorized represented must come from District counsel or the District's Chairman.

(b) All actions to be taken by, all approvals, notices, consent, directions and instruction to be given by, all notices and other matters to be delivered to, all determinations and decisions to be made by and, in general, all other action to be taken by, or given to, the District shall be taken, given, and made by, or delivered or given to the District Manager in the name of and on behalf of the District; provided, however, that the District (and not the District Manager or any other agents of the District) shall be solely obligated to the Contractor for all sums required to be paid by the District to the Contractor hereunder.

5. COMPENSATION, PAYMENTS AND INSPECTION RIGHTS PRIOR TO FINAL PAYMENT.

(a) The District agrees to pay Contractor the amounts specified in the Rate Summary, after the Work is completed and has been inspected and approved by the District's authorized representative.

(b) Work Authorizations shall mean orders or directives issued by the District. Work Authorizations shall be issued for repairs or emergency services, changes to the scope of the area in which services are required, or for any services beyond those set forth in Article 2. Work performed under a Work Authorization may be paid either on a lump sum basis, a unit price basis, or a time and material basis in the District's sole discretion. Contractor shall not be entitled to compensation for Work outside the scope of Article 2 unless Contractor has obtained prior written authorization of District to perform the same.

(c) District retains the right to reduce any portion of Contractor's Scope of Work as set forth in Article 2. Should this occur, a revised Scope of Work and reduced compensation shall be agreed upon in writing by both District and Contractor.

6. REPRESENTATATIONS, WARRANTIES AND COVENANTS.

(a) Contractor hereby represents to District that: (i) it has the experience, qualifications and skill to perform the Work as set forth in this Agreement; (ii) it is duly licensed and permitted to observe and perform the terms, covenants, conditions and other provisions on its part to be observed or performed under this Agreement; (iii) has the necessary equipment, materials and inventory required to perform the Work as set forth in this Agreement; (iv) it has by careful examination satisfied itself as to: (a) the nature, location and character of the area in which the Work is to be performed including, without limitation, the surface conditions of the land and all structures and obstructions thereon, both natural and manmade, the surface water conditions of

the area, and to the extent pertinent, all other conditions; and (b) all other matters or things which could in any manner affect the performance of the Work.

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

7. EMPLOYEES; INDEPENDENT CONTRACTOR STATUS.

(a) All matters pertaining to the employment, supervision, compensation, insurance, promotion, and discharge of any employees of Contractor or of entities retained by Contractor are the sole responsibility of Contractor. Contractor shall fully comply with all applicable acts and regulations having to do with workman's compensation, social security, unemployment insurance, hours of labor, wages, working conditions and other employer-employee related subjects. Contractor shall obtain, for each individual Contractor employs on the District's premises at any time, a criminal background check performed by an appropriate federal or state agency, or by a professional and licensed private investigator, and shall make, based on the results of such background checks, employment suitability determinations for each employee that are reasonable and customary within the Contractor's industry. Contractor shall maintain copies of said background checks on file so long as the subject individual(s) remains in Contractor's employ, and Contractor shall make all background checks available for District's review upon request. Contractor shall enforce strict discipline and good order among its employees on the District's premises. Contractor shall comply with all requirements of the E-Verify System as set forth in Article 18.

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

8. COMPLIANCE WITH LAWS, REGULATIONS, RULES AND POLICIES.

(a) At all times, Contractor shall operate in accordance with all applicable laws, statutes, regulations, rules, ordinances, policies, permits and orders. Contractor is responsible for obtaining all permits or other approvals required for this work.

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

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

9. WORKPLACE ENVIRONMENT AND PUBLIC SAFETY.

(a) Contractor agrees to provide a safe and healthy workplace environment for its employees and agents and a safe and healthy environment for the public at all times. Contractor shall promptly correct any unsafe condition or health hazard in its control and shall immediately report any such condition to the District. In addition to all other requirements of this Agreement, Contractor shall comply with all federal, state, and local laws and regulations related to health and safety. Further, Contractor acknowledges that all vehicles and equipment must be properly and safely operated and, where applicable, licensed and/or permitted, to operate on public roadways. Contractor acknowledges that it is responsible for public safety issues including but not limited to, proper work methods, use of protective equipment, safe maintenance, traffic control through work zones, and handling and use of materials, vehicles, and equipment.

(b) The Contractor agrees that it alone bears the responsibility for providing a safe and healthy workplace, and that nothing in this Agreement suggests that the District has undertaken or assumed any part of that responsibility.

(c) Contractor shall, prior to performing any of the Work, provide employees with training to perform their jobs safely, including instruction in proper work methods, use of protective equipment, and safe maintenance, handling and use of materials, vehicles, and equipment. Contractor will not ask or allow any employee to operate any vehicle or equipment until the employee has received all relevant and advisable training. Contractor shall assure that all employees are licensed and/or have all applicable permits, necessary to perform the Work.

(d) Contractor will furnish, at its expense, all safety and protective equipment required or advisable for the protection of employees.

10. PUBLIC RECORDS AND OWNERSHIP OF BOOKS AND RECORDS.

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

(b) Keep and maintain public records required by District to perform services;

(c) Upon request by District, provide District with the requested public records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*;

(d) Ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the Agreement term and following the Agreement term if the Contractor does not transfer the records to the Public Records Custodian of the District; and

(e) Upon completion of the Agreement, transfer to District, at no cost, all public records in District's possession or, alternatively, keep, maintain, and meet all applicable requirements for retaining public records pursuant to Florida laws.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTORS'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS AT (407-841-5524), OR BY EMAIL AT GFLINT@GMSCFL.COM, OR BY REGULAR MAIL AT 219 E. LIVINGSTON STREET, ORLANDO, FLORIDA 32801, ATTN.: DISTRICT PUBLIC RECORDS CUSTODIAN.

11. INSURANCE.

(a) Contractor shall, throughout the performance of its services pursuant to this Agreement, maintain at a minimum:

(i) Occurrence based comprehensive general liability insurance (including broad form contractual coverage), with a minimum limit of $1,000,000 single limit per occurrence, protecting it and District from claims for bodily injury (including death), property damage, contractual liability, products liability and personal injury which may arise from or in connection with the performance of Contractor's Work under this Agreement or from or out of any act or omission of Contractor, its officers, directors, agents, and employees; and

(ii) Occurrence based automobile liability insurance including bodily injury and property damage, including all vehicles owned, leased, hired and non-owned vehicles with limits of not less than $1,000,000.00 combined single limit covering all work performed hereunder; and

(iii) Workers' compensation insurance as required by applicable law (or employer's liability insurance with respect to any employee not covered by workers' compensation) with minimum limits of One Hundred Thousand Dollars ($100,000) per occurrence; and

(iv) Employers liability, with a minimum coverage level of $1,000,000.

(b) All such insurance required in Paragraph 11(a) shall be with companies and on forms acceptable to District and shall provide that the coverage thereunder may not be reduced or canceled unless thirty (30) days prior written notice thereof is furnished to District; the insurance required under paragraph 11(a)(i) shall name the District as an additional insured. Certificates of insurance (and copies of all policies, if required by the District) shall be furnished to the District.

In the event of any cancellation or reduction of coverage, Contractor shall obtain substitute coverage as required under this Agreement, without any lapse of coverage to District whatsoever.

12. SOVEREIGN IMMUNITY. Nothing contained herein, or in the Agreement, or in the Terms and Conditions, shall cause or be construed as a waiver of the District's immunity or limitations on liability granted pursuant to Section 768.28, *Florida Statutes*, or other law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which could otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

13. INDEMNIFICATION. Contractor agrees to indemnify, save harmless and defend the District, its officers, directors, board members, employees, agents and assigns, from and against any and all liabilities, claims, penalties, forfeitures, suits, legal or administrative proceedings, demands, fines, punitive damages, losses, liabilities and interests, and any and all costs and expenses incident thereto (including costs of defense, settlement and reasonable attorneys' fees, which shall include fees incurred in any administrative, judicial or appellate proceeding) which the District, their officers, directors, board members, employees, agents and assigns, may hereafter incur, become responsible for or pay out to the extent arising out of (i) Contractor's (or its agents, employees or subcontractors) breach of any term or provision of this Agreement, or (ii) any negligent or intentional act or omission of Contractor, its agents, employees or sub-contractors, related to or in the performance of this Agreement.

14. MODIFICATIONS, ADDITIONS OR DELETIONS TO THE SERVICES.

(a) A Work Authorization shall be in writing by the District, which shall consist of additions, deletions, or other modifications to the Agreement.

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

15. PROTECTION OF PERSONS AND PROPERTY; MONITORING.

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

(b) All Work, whether performed by the Contractor, its Subcontractors, or anyone directly or indirectly employed by any of them, and all applicable equipment, machinery, materials, tools and like items used in the Work, shall be in compliance with, and conform to: (i)

all applicable laws, ordinances, rules, regulations and orders of any public, quasi-public or other governmental authority; and (ii) all codes, rules, regulations and requirements of the District and its insurance carriers relating thereto. In the event of conflicting requirements, the more stringent shall govern.

(c) The Contractor shall at all times keep the general area in which the Work are to be performed, including but not limited to sidewalks, roadways, trails, rights-of-way, open spaces, and all such areas impacted by the Work, clean and free from accumulation of waste materials or rubbish (including, without limitation, hazardous waste), caused by performance of the Work, and shall continuously throughout performance of the Services, remove and dispose of all such materials. The District may require the Contractor to comply with such standards, means and methods of cleanup, removal or disposal as the District may make known to the Contractor. In the event the Contractor fails to keep the general area in which the Work are to be performed clean and free from such waste or rubbish, or to comply with such standards, means and methods, the District may take such action and offset any and all costs or expenses of whatever nature paid or incurred by the District in undertaking such action against any sums then or thereafter due to the Contractor.

(d) Contractor shall cooperate with and participate in, at no additional cost or charge, all programs, plans or routines for monitoring and reporting to District, as required in the sole discretion of the District, to ensure satisfactory performance of the Work provided hereunder.

16. SUSPENSION OR TERMINATION.

(a) Anything in this Agreement to the contrary notwithstanding, District shall, in its sole discretion and without cause, have the right to suspend or terminate this Agreement upon ten (10) days prior written notice to Contractor. Contractor shall be compensated for all work performed prior to the termination.

(b) If the Contractor should become insolvent, file any bankruptcy proceedings, make a general assignment for the benefit of creditors, suffer or allow appointment of a receiver, refuse, fail or be unable to make prompt payment to Subcontractors, disregard applicable laws, ordinances, governmental orders or regulations or the instructions of the District, or if the Contractor should otherwise be guilty of a violation of, or in default under, any provisions of the Agreement, then the District may, without prejudice to any other right or remedy available to the District and after giving the Contractor and its surety, if any, seven (7) days written notice, terminate the Contract and the employment of Contractor. In addition, without terminating this Contract as a whole, the District may, under any of the circumstances above, terminate any portion of this Contract (by reducing, in such as manner as District deems appropriate, the Scope of Service to be performed by the Contractor) and complete the portion of this Contract so terminated in such manner as the District may deem expedient.

17. SUBCONTRACTORS. If the Contractor desires to employ Subcontractors in connection with the performance of its Work under this Agreement:

(a) Nothing contained in the Agreement shall create any contractual relationship between the District and any Subcontractor. However, it is acknowledged that the

District is an intended third-party beneficiary of the obligations of the Subcontractors related to the Services.

(b) Contractor shall coordinate the services of any Subcontractors and remain fully responsible under the terms of this Agreement; Contractor shall be and remain responsible for the quality, timeliness and coordinate of all Work furnished by the Contractor or its Subcontractors.

(c) All subcontracts shall be written. Each subcontract shall contain a reference to this Agreement and shall incorporate the terms and condition of this Agreement to the full extent applicable to the portion of the Work covered thereby. Each Subcontractor must agree, for the benefit of the District, to be bound by such terms and conditions to the full extent applicable to its portion of the Work.

18. COMPLIANCE WITH E-VERIFY SYSTEM

(a) The Contractor shall comply with and perform all applicable provisions and requirements of Section 448.095, *Florida Statutes* and Section 448.09(1), *Florida Statues*. Accordingly, beginning on the Effective Date, to the extent required by Section 448.095*, Florida Statutes*, the Contractor shall enroll with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*.

(b) If the Contractor anticipates entering into agreements with a subcontractor for the work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request. In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity.

(c) By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

19. NOTICE.

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

If to District: Grande Pines Community Development District
c/o Governmental Management Services – Central Florida, LLC
219 East Livingston Street
Orlando, Florida 32801
Attention: George Flint, District Manager
Telephone: (407) 841-5524

with copy to: Latham, Luna, Eden & Beaudine, LLP
201 S. Orange Ave., Suite 1400
Orlando, Florida 32801
Attention: Jan Albanese Carpenter, Esq., District Counsel
Telephone: (407) 481-5800

If to Contractor: Freeman Security Services, Inc.
P.O. Box 4432
Winter Haven, Florida 33885
Attention: Darren Freeman
Telephone: (407) 507-3880

(b) Notwithstanding the foregoing, any notice sent to the last designated address of the party to whom a notice may be or is required to be delivered under this Agreement shall not be deemed ineffective if actual delivery cannot be made due to a change of address of the party to whom the notice is directed or the failure or refusal of such party to accept delivery of the notice. Parties may change notice address by delivering written notice by mail, overnight delivery service, or courier service to the other party and such change shall become effective when received by the addressee.

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

21. GOVERNING LAW AND JURISDICTION. This Agreement shall be interpreted and enforced under the laws of the State of Florida. The parties will follow the terms of the Agreement only to the extent they are enforceable or permitted under Florida law. Any litigation arising under this Agreement shall occur in a court having jurisdiction in Orange County, Florida. **THE PARTIES WAIVE TRIAL BY JURY AND AGREE TO SUBMIT TO PERSONAL JURISDICTION AND VENUE IN ORANGE COUNTY, FLORIDA.**

22. SEVERABILITY. In the event that any provision of this Agreement is judicially construed to be invalid by a court of competent jurisdiction, such provision shall then be construed in a manner allowing its validity, or if this leads to an impracticable result, shall be stricken, but in either event, all other provisions of the Agreement shall remain in full force and effect.

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

24. 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 contract made between the parties and may not be modified orally or in any manner other than by a contract in writing signed by all parties hereto or their respective successors in interest.

25. TIME IS OF THE ESSENCE. The time for delivery and/or completion of the Work to be performed under the Agreement shall be of the essence of the Agreement.

26. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the parties as an arm's length transaction. In addition to the representations and warranties contained herein, the Contractor acknowledges that prior to the execution of the Agreement it has thoroughly reviewed and inspected the Agreement documents, and satisfied itself regarding any error, inconsistency, discrepancy, ambiguity, omission, insufficiency of detail or explanation. Contractor further acknowledges that the parties have participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all Parties are deemed to have drafted, chosen and selected the language, and doubtful language will not be interpreted or construed against any Party.

27. PUBLIC ACCESS.

(a) Contractor understands, acknowledges and consents to the following: (1) the community entrances, gatehouses and roadways are owned by the District; (2) for several reasons, the entrances and roadways are required to remain open and accessible to the public at all times; (3) all members of the public must be granted access to the District's public roadways; (4) no member of the public may be turned away from entering the District's public roadways; and (5) although identification may be requested, failure to produce such identification will not prohibit any member of the public from entry onto the District's public roadways.

(b) Contractor shall be responsible for training its employees, officers, professionals, or any other agents of Contractor regarding the public access requirements specified herein. The Contractor shall regularly ensure and confirm that the employees, officers, professionals, or any other agents of Contractor providing any gate security are aware that members of the general public must be granted access to the roadways. NO MEMBERS OF THE PUBLIC SHOULD BE TURNED AWAY UNDER ANY CIRCUMSTANCES – ALL INDIVIDUALS MUST BE ALLOWED ON THE DISTRICT'S PUBLIC ROADWAYS.

28. 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 contract.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

SIGNATURE PAGE TO
SECURITY SERVICES AGREEMENT
(Grande Pines Community Development District & Freeman Security Services, Inc.)

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

DISTRICT:

GRANDE PINES COMMUNITY DEVELOPMENT DISTRICT

DocuSigned by:
By: Amanda Whitney
DE16774C4C3440E...
Name: Amanda Whitney
Chairman /Vice-Chair,
Board of Supervisors

CONTRACTOR:

FREEMAN SECURITY SERVICES, INC., a Florida corporation

DocuSigned by:
By: Darren Freeman
0D0774EAC32E479...
Print: Darren Freeman
Title: CEO

EXHIBIT "A"

Proposal

[Please see attached].

Freeman Security Services Inc.

"The next best thing to having the Police"

Security Proposal & Information Packet For Grande Pines CDD

08/13/2023

Note-All information contained in this document is the proprietary property of Freeman Security Services Inc.,

About Freeman Security Services Inc.

Freeman Security & Investigation Services was established in 2008 and since then has distinguished itself by its commitment to security professionalism. We offer highly trained officers who are dedicated to protecting your Staff, employees, and property Assets. Each security professional is held to a strict standard of excellence in order to provide the highest level of service you, as our client can appreciate.

Freeman Security & Investigation Services Inc. is owned and operated by certified Florida (FDLE), Law Enforcement Officer Instructor(s). This means our clients can feel confident knowing that our standards exceed the normal industry standards. Each of our security professionals are taught the most effective techniques of customer service/courtesy, area patrolling and monitoring of both Staff, Employees, Vendors and Guests on your property using the most proficient methods in handling any situation that may arise.

We here at Freeman Security Services strive to customize our services to fit your needs and exceed your expectations. We offer the best contracted class D and G security officers equipped with all the knowledge they need to serve you best.

Our number one goal is to provide confidence and safety that you and your Faculty Staff expect from Professionally Trained and Licensed Security officers while maintaining a courteous and friendly, approachable demeanor. We feel that Freeman Security officers are the "Next best thing to having the Police" and you deserve nothing less.

"He who does not prevent a crime when he can, encourages it".

-Seneca- roman philosopher mid-1st century AD

Security Needs Assessment

We at Freeman Security know how important the safety of your owners, administrators, employees, vendors, and guests to your Facilities are. We find that the proactive and professional demeanor of our staff creates a safe aesthetic environment for all. A safe environment promotes your Facilities as well as increases productivity of your workers and Staff. So, with this in mind we would like that you ask yourself these few simple questions, Have I or someone I know ever…

- Been the victim of criminal mischief to your/their property?
- Been the victim of a burglary or a robbery?
- Been the victim of a thief and suffered revenue losses because of?
- Lost time and money due to an injury to an employee?
- Employee or Vendor thefts?

If you answer yes to any of these questions you will also have to ask yourself, at what cost should I be able to safeguard my owners, renters, employees and vendors from these types of situations. Not to mention legal or civil suits that can come from employees, vendors, or guests complaining of poor and inadequate security at your property, should they become the victim of a crime. Statistics show that the safer and more secure your environment is, the safer your employees and staff feel, subsequently bringing potential new workers to your Facilities even more. What does this mean for you? We could take a wild guess…MORE $$$. Deterrence means a lot when it comes to the scenarios listed above, but the cost should not have to be a burden either. That is why Freeman Security Services can keep these situations at bay for you at a very affordable price. Our goals are one in the same. We want to provide the confidence, professionalism, safety, and peace of mind that your employees, staff, vendors and guest(s) expect and rely on. Professionals that people can feel comfortable approaching should you or they need any sort of assistance…That's why we are the Next best thing to having the Police.

The Freeman Security Officer

Each of our professionals are state certified, trained and Professionally Licensed as Class D and or D and G security officers, certified by the State of Florida.

Forms and paperwork

We also supply receipt reports. You will be provided with copies of all Daily reports for your records.

DAILY OFFICER RECEIPT REPORT: This form is what officers will complete throughout their workday. It will outline the work completed.

HOURLY RECEIPT REPORT: This form will go more into detail when necessary to complete work activities.

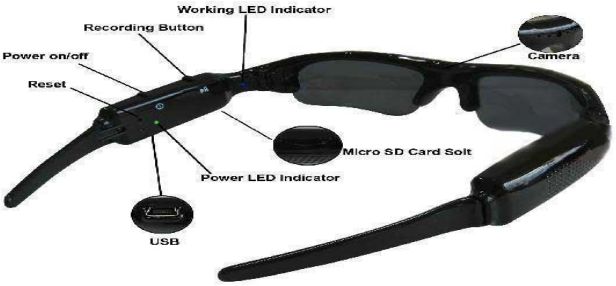
POST ORDERS: Post orders are what you the Client outline as required for work performed on your property.

Freeman Vehicle Patrol

And Executive Escort Services

Although there are many forms of patrol, sometimes vehicle patrol is the most efficient for large sites and communities. With Freeman Security you will be able to choose what is best for your specific application. We offer both security marked and unmarked undercover vehicles. In addition, we also provide executive limousine services. The vehicles are only utilized as to what your specific needs are. Our limousine services are offered exclusively to our contracted clients **free** of charge.

Freeman Security Services Inc.



If requested by you, our contractors can be equipped with "State of the Art" digital recording technology. This means they are protecting your students and property, guest, faculty, and employees, with both audio and video during their contracted workday. This could be an essential for any type of Civil litigation that. could occur or for law enforcement documentation when needed to safeguard you and your assets. Our recording devices are very discreet.

Freeman Security "Next best thing to having the Police"

FREEMAN SECURITY DRONE ARIAL PATROL

Freeman Security also Offers Drone Security. This is one way to help safeguard our clients' properties, guests and employees. This is great for just about any application. Our Drones are flown during Daylight, Evening and Nighttime with Night vision being especially effective. These units are great for special events i.e., Concerts, Fields or any public gatherings or locations that are large and need more than just someone driving around or walking around. It gives us great flexibility to have it flown covering large areas. We are also in compliance with the new Florida Legal Guidelines as to the use of these devices as to **Florida Bill CS/CS/SB 766 — Surveillance by a Drone 07/01/2015.**

Freeman Security Services Inc.

The next best thing to having the Police"

For questions, please contact:

OPERATIONS DIVISION
VIOLATION NUMBER

VIOLATION NOTICE

VIOLATION DATE & TIME			
Month	Day	Year	Time

OFFICER

CLIENT & VIOLATION LOCATION

VIOLATOR: ☐Tenant ☐Vendor ☐Visitor ☐Unknown

Name:

VEHICLE TYPE: ☐Car ☐Van ☐P/U ☐SUV ☐M/C ☐Trailer

Color	Year	Make	Model	Style	License #	State

Vehicle Identification Number (VIN) - 17 Digits

TYPE OF VIOLATION	INFORMATION
☐ Abandoned Vehicle / Dead Storage	
☐ Expired Tags / No Plates	
☐ Flat Tire(s)	
☐ Loitering in stairwells/parking lots	
☐ Alcohol (open container)	
☐ Failure to maintain control of guests	
☐ Loud Music/Noise	
☐ Improper Parking	
☐ Vehicle Maintenance on Property	
☐ No Overnight Parking	
☐ No Parking Zone	
☐ No Handicap Permit / Expired	
☐ Blocking Handicap Stall / Access Aisle	
☐ No Parking Permit	
☐ Other _____	

DISPOSITION: ☐ Warning Only ☐ Tow Warning

☐ Impound - Tow Scheduled For:	Month	Day	Year	Time

The above listed is a violation of regulations that have been set forth by the property owner. Your immediate attention to this Violation Notice is required to avoid further action being taken.

Officer Signature: _____ _____/_____/_____
mon dd yyyy

WHITE - OPERATIONS DIVISION YELLOW - CLIENT MANAGEMENT MANILA- VIOLATOR COPY

Freeman Security
Communication/Dispatch Center

We have come to an area of security that is most important to our clients, and Customers, “Communication”, it is a factor that needs to be reliable and in Realtime. We have a “**new”** dispatching network for all our sites.

We at Freeman have also developed our own APP. This is a Mobile APP., which our clients can download. We are one of the first security companies in the State of Florida to implement this technology to help better service our Clients and Customers. Not only can our clients respond to receipt reports, but we have also integrated information about Freeman Security, to keep our clients updated with Activities about our Company. It also allows our clients to use different forms of media to correspond with us. Good Communication and Receipt Reports are utmost important to us.

We at Freeman Security Services Inc. want to thank you for the opportunity to share our services with you. Please feel free to let us know how we can further accommodate any request outside of this Proposal Packet. If you should have any questions regarding services or about any part of this packet, you can reach us by using any form of contact listed below. We will stop at nothing to make sure that you are pleased, and all your expectations have been met with extreme professionalism.

Freeman Security & Investigation Services Inc.
3545 Lake Alfred Road
Winter Haven, FL 33881
Office: 407-507-3880 (Central Florida)
Fax 863-228-8574

Darren Freeman Cell: 863-877-7420

Website: **www.freemansecurityservices.com**

Email: admin@freemansecurityfl.com

License Number(s): B2800023, M1800047

SERVICE RATE OPTIONS

STATIC PATROL

Armed Officer w/ Firearm Uniform Billed Hourly**:** **$ N/A**

Unarmed Officer Uniform Billed Hourly: **$ Listed Below**

ADDITIONAL SERVICES/VEHICLES

(1) Security Vehicle Per Vehicle **Weekly Cost**: **$ Listed Below**
'In-Car Video Camera(s) Included"

(1) Lighted Security **"Electric"** Patrol Golf Cart **Weekly Cost**: **$ Listed Below**
"In-Cart Video Camera(s) Included"

(1) Live Digital Property Surveillance Camera $ No Charge

DEDICATED ADMINISTRATIVE ACCOUNTS MANAGER:

There will be a dedicated Administrative Account Manager assigned to the properties. He is a Senior Administrator with Freeman Security. He will be available 24/7 for any issues or concerns or additional assignments. He will make sure that all Officers perform their duties as outlined by your property request. He will also ensure that all workers are dressed appropriately and have a professional appearance.

***DEDICATED MARKED PATROL VEHICLES:**

There will be one vehicle assigned to the property. It will either be a Police Dodge Charger. Police Chevrolet Impala. Police Dodge Dart. Police Ford Taurus. All Vehicles are Marked Freeman Patrol Vehicles, with Live In-Car Cameras.

COSTS BREAK DOWN:

"Ongoing Construction Period Property Security Officer Unarmed"

Billable Unarmed Hourly Officer Rate Per Officer: $21.25 + Sales Tax

Marked Patrol Vehicle Saturday & Sundays: $10.00 per hour.

Lighted Security Golf Cart Saturdays & Sundays: $ 55.00 Weekly

"Reduced Construction Period Property Security Officer Unarmed"

Billable Unarmed Hourly Officer Rate Per Officer: $20.25 + Sales Tax

Marked Patrol Vehicle Saturdays & Sundays: $9.00 per hour.

Lighted Security Golf Cart Saturday & Sundays: $50.00 Weekly

Patrol Vehicles do not include the additional hourly cost of the additional Officer. There will be a minimum of 8 hours charged each day for use of The Marked Patrol Vehicle Saturday and Sunday. Golf Cart is a flat fee for each week.

These rates are good for **15** days from: **08/13/2023**. Our live Digital Camera(s) can also be placed wherever the Property decides to place them. It can be moved with no problem at any time around your property. It can be viewed from anywhere 24 hours a day, seven days a week.

We also supply a **Security Phone Number**.
***We also supply all clients with a Waiver of Subrogation and Additional wording to be included if requested for Insurance purposes on our Certificates.**

We are also very client friendly and offer many other services free of charge for our clients.

Freeman Investigations:

Freeman Security is also now a fully Licensed Private Investigative Firm. We will be specializing in many areas, some of which are:

Criminal Investigations

Investigations Covering Cont.:

Civil Investigations

Employee Theft

Internal Corporate Investigations

Mobile and Static Surveillance of Person(s) or Property

Missing Person(s)

Workers Comp Insurance Investigations

Injured Person(s) Investigations

Background Checks/Person(s)/Property/Corporate

Traffic Crash Reconstruction

Forensic Auditing of records/documents

Administering and reviewing VSA Voice Stress Analysis testing and question analysis and formulation

These are just some of the areas. All current clients of Freeman Security will get a 25% Discount off our hourly rates, and or retainer agreements for services that might be needed.

Www.Florida-PrivateEye.Com

Www.Florida-PrivateInvestigators.Com

Www.PrivateDetective-Florida.com

KEEP OUR CHILDREN SAFE!

LIST OF STATE SEARCH REGISTRY 2019 INFORMATION ON CHILD SEXUAL OFFENDERS

"Resource for Law Enforcement, Child Protective Organizations and Parents"

https://api.missingkids.org/missingkids/servlet/PubCaseSearchServlet?act=usMapSearch&missState=OH National Center for Missing and Exploited Children

https://offender.fdle.state.fl.us/offender/sops/home.jsf Florida https://gbi.georgia.gov/georgia-sex-offender-registry Georgia https://www.nc.gov/sex-offender-registry North Carolina

http://scor.sled.sc.gov/ConditionsOfUse.Aspx South Carolina

https://publicrecords.onlinesearches.com/Alabama-Sex-Offender-Registration.htm Alabama

https://mpdc.dc.gov/service/sex-offender-registry Washington DC

https://vcic.vermont.gov/sor Vermont

https://sexoffender.dsp.delaware.gov/ Delaware

https://www.criminaljustice.ny.gov/nsor/ New York https://www.countyoffice.org/ct-sex-offender-registry/ Connecticut https://www.njsp.org/sex-offender-registry/index.shtml New Jersey

http://sor.informe.org/sor_lea/ Maine

https://www.countyoffice.org/nh-sex-offender-registry/ New Hampshire

http://www.isp.state.il.us/sor/ Illinois

https://www.dps.texas.gov/administration/crime_records/pages/sexoffender.htm Texas

https://www.meganslaw.ca.gov/ California http://wyomingdci.wyo.gov/dci-criminal-justice-information-systems-section/sex-offenderhttp://wyomingdci.wyo.gov/dci-criminal-justice-information-systems-section/sex-offender-registry-sectionregistry-section Wyoming https://statepatrol.nebraska.gov/services/sex-offender-registry Nebraska https://www.waspc.org/sex-offender-information Washington State https://www.familywatchdog.us/laws/PRlaws.asp Puerto Rico https://www.countyoffice.org/wi-sex-offender-registry/ Wisconsin http://www.dpscs.state.md.us/sorSearch/ Maryland http://kentuckystatepolice.org/sex-offender-registry/ Kentucky https://www.countyoffice.org/ak-sex-offender-registry/ Alaska

FREEMAN SECURITY, "WE ARE THE NEXT BEST THING TO HAVING THE POLICE"

Www.FreemanSecurityServices.Com

EXHIBIT "B"

Rate Summary

[Please see attached].

***DEDICATED MARKED PATROL VEHICLES:**

There will be one vehicle assigned to the property. It will either be a Police Dodge Charger. Police Chevrolet Impala. Police Dodge Dart. Police Ford Taurus. All Vehicles are Marked Freeman Patrol Vehicles, with Live In-Car Cameras.

COSTS BREAK DOWN:

"Ongoing Construction Period Property Security Officer Unarmed"

Billable Unarmed Hourly Officer Rate Per Officer: $21.25 + Sales Tax

Marked Patrol Vehicle Saturday & Sundays: $10.00 per hour.

Lighted Security Golf Cart Saturdays & Sundays: $ 55.00 Weekly

"Reduced Construction Period Property Security Officer Unarmed"

Billable Unarmed Hourly Officer Rate Per Officer: $20.25 + Sales Tax

Marked Patrol Vehicle Saturdays & Sundays: $9.00 per hour.

Lighted Security Golf Cart Saturday & Sundays: $50.00 Weekly

Patrol Vehicles do not include the additional hourly cost of the additional Officer. There will be a minimum of 8 hours charged each day for use of The Marked Patrol Vehicle Saturday and Sunday. Golf Cart is a flat fee for each week.

These rates are good for **15** days from: **08/13/2023**. Our live Digital Camera(s) can also be placed wherever the Property decides to place them. It can be moved with no problem at any time around your property. It can be viewed from anywhere 24 hours a day, seven days a week.

We also supply a **Security Phone Number**.
***We also supply all clients with a Waiver of Subrogation and Additional wording to be included if requested for Insurance purposes on our Certificates.**

From: **Jay Lazarovich** jlazarovich@lathamluna.com
Subject: RE: Grande Pines CDD - Notice of Violation of Security Services Agreement/Freeman Security Response 08/24/2024
Date: August 26, 2024 at 9:50 AM
To: Darren Freeman admin@freemansecurityfl.com
Cc: Jan Carpenter JCarpenter@lathamluna.com, Audeliz Matos amatos@lathamluna.com, gflint gflint@gmscfl.com, Acarius@theiconteam.com ACarius@theiconteam.com, Jarett Wright jwright@gmscfl.com, mily86 freemansecurityfl.com mily86@freemansecurityfl.com, Brian brian@freemansecurityfl.com

Hello Mr. Freeman,

Thank you for providing the below and attached response. We will review with the Board and get back to you with any additional questions or concerns.

Thank you,

Jay E. Lazarovich, Esq.

LATHAM, LUNA, EDEN & BEAUDINE, LLP
ATTORNEYS AT LAW
201 S. Orange Avenue, Suite 1400
Orlando, Florida 32801
407-481-5800 Main
407-481-5842 Direct
407-481-5801 Fax
jlazarovich@lathamluna.com
www.lathamluna.com

From: Darren Freeman <admin@freemansecurityfl.com>
Sent: Saturday, August 24, 2024 7:32 PM
To: Jay Lazarovich <jlazarovich@lathamluna.com>
Cc: Jan Carpenter <JCarpenter@lathamluna.com>; Audeliz Matos <amatos@lathamluna.com>; gflint <gflint@gmscfl.com>; Acarius@theiconteam.com; Jarett Wright <jwright@gmscfl.com>; mily86 freemansecurityfl.com <mily86@freemansecurityfl.com>; Brian <brian@freemansecurityfl.com>
Subject: Re: Grande Pines CDD - Notice of Violation of Security Services Agreement/Freeman Security Response 08/24/2024
Importance: High

Hello Mr. Lazarovich,

I appreciate your correspondence. I have reviewed the letter you attached about the violations of the contract for security services between Grande Pines Community Development District and Freeman Security Services, Inc.

To give you and your clients an update on the services provided. The issue with checking drivers or not directly checking certain drivers came up because of the two entrance lanes that come into the property. The far-right lane was to be for residents and construction vehicles. The visitor lane was adjacent to the guardhouse. There was a concern about the officers walking out of the guardhouse, crossing over the elevated median, and back through traffic. We already had an issue with an Officer falling. So, I spoke with both Alex Carius and Jarett Wright about the issue of the Officer walking across the road and walking over the median that wasn't covered and open to the weather.

We decided that the Officers needed to make visual contact with those who pulled up at the resident gate, acknowledge them, and let them through. The officer did not need to walk out across the median. This apparently has caused issues, as you can see. We were doing what we were told to do and modified it for the general safety of those staff who were standing out there. We also decided to alter the entrance traffic by using cones to block off the resident access gate between 6PM and 6AM, which transferred the flow of all incoming traffic through the visitor gate, which is fine.

Since receiving this email from you, I spoke with both Alex and Jarett, and we were in agreement that to stop any further issues, that we would be immediately going to have the Officer come out and physically check all vehicle drivers in both lanes from 6AM to 6PM, at which time we would go back to coning off the resident lane from 6PM to 6AM flowing the traffic through the one lane.

This has been working great for the past several days, I had to install 3M Safety-Walk Resistant anti slip pads on the entrance ramp into the guardhouse and across the concrete elevated median. These are non-permanent and can be removed anytime. All Security Staff will also be wearing a bright yellow security safety vest while working both lanes of the incoming traffic.

I have attached photos for you and staff to review. I also have attached the post orders I was requested to write for the property with added safety guidelines to staff. Both Alex and Jarett have approved of the changes.

The general issues were with that far right lane when we first came to the property. There was to be a computer system called "dwelling live" installed by the property where the Resident gate used a passive scanner that would automatically open when scanned. The guardhouse was not set up for Officers to walk over two lanes of traffic and a median. The "dwelling live" system has not yet been set up, and there is still no internet in the Guardhouse. I have supplied our own internet and created our own process to manage and document vehicles. We have mainstreamed this process, so there is a much better flow of traffic coming into the property. Our morning and afternoon security staff has on average close to over 250 plus vehicles coming into the property on any 8-hour shift. So, safety for them while walking across the lanes is paramount to us. We have had drivers come right through the gate arms not paying attention or trying to rush the gate when a car goes through. These issues have been documented in the property reports.

I do apologize if there was confusion about filtering traffic through. With the added changes and safety measures being taken, there should be **no issues** with checking IDs coming through the gates. The steps we have taken should be sufficient, as you requested, in reference to an action plan. We are already seeing very positive results.

If after reviewing my response, should the CDD need any further changes, please let me know. If you or anyone else from the CDD would like to speak to me further, please let me know.

I have also advised Jarett Wright that I would make myself available to attend any board meetings, where I would be able to answer any questions of the Board members or Residents. Please let me know if this would be possible.

Attachments (8)

Kindest Regards,

Darren Freeman, CEO
Www.FreemanSecurityServices.Com
www.linkedin.com/in/darrenfreeman863

Freeman Security Services Inc.

Next Best Thing To Having The Police. We Supply Armed And Unarmed Security Officers.

www.freemansecurityservices.com

From: Jay Lazarovich <jlazarovich@lathamluna.com>
Sent: Tuesday, August 20, 2024 1:33 PM
To: Darren Freeman <admin@freemansecurityfl.com>
Cc: Jan Carpenter <JCarpenter@lathamluna.com>; Audeliz Matos <amatos@lathamluna.com>; gflint <gflint@gmscfl.com>
Subject: Grande Pines CDD - Notice of Violation of Security Services Agreement

Good afternoon,

Attached please find the District's Notice of Violation of the Security Services Agreement.

Thank you,

Jay E. Lazarovich, Esq.

LATHAM, LUNA, EDEN & BEAUDINE, LLP
ATTORNEYS AT LAW

201 S. Orange Avenue, Suite 1400

Orlando, Florida 32801

407-481-5800 Main

407-481-5842 Direct

407-481-5801 Fax

jlazarovich@lathamluna.com

www.lathamluna.com

Freeman Security Services Inc.

Post Orders Per Pardiso Grande Management

Upon arrival Call 321-594-0759 advise starting time

Check with off going Officer for any incidents or pass along information.

Check Gatehouse Restroom area for cleanliness.

Check Gatehouse Computer make sure it is working Properly.

Make sure the off going Officers report had been sent.

Check all gates that they are working Properly

*If gates are not working properly contact the property manager 407-222-7576

*Also Contact Freeman Security 407-507-3880 with any gate issue

Make sure to leave the second set of swing gates entering the property Open

Make sure the front entry gate arms are down, Open Gate After Vehicle documented.

When Checking in any Visitors, document their Name, Tag and location there going to

Obtain their name form their Governmental ID

NOTE-International Guests can present a Passport for their ID.

NOTE-Marked Vendor Vehicles and Construction Trucks use the far-right lane for Entry

This is a CDD Owned Property WE CANNOT deny anyone access.

If the Driver of the vehicle refuses to show an ID or give name, still allow them access.

DO NOT WALK OUT BEHIND VEHICLES, TELL DRIVERS **TO DRIVE SLOWLY** TO GET PLATE INFO.

Upload your reports at the end of your shift

IF you need to use the rest room, PLEASE put sign up in window so drivers can see it

While in the restroom the front gate arms will be "CLOSED"

End of shift please call 321-594-0759 advise ending time

7:06

Paradiso Staff

04/23/24

Effective Immediately when a vehicle pulls up to the visitor side where your standing, DO NOT WALK OUT BEHIND THE VEHICLES

Tell the drivers to drive slowly through the gate and get tag information as they drive through.

Thank you for your assistance.

PG STAFF

7:06

PARADISO GRANDE GATE RULES:

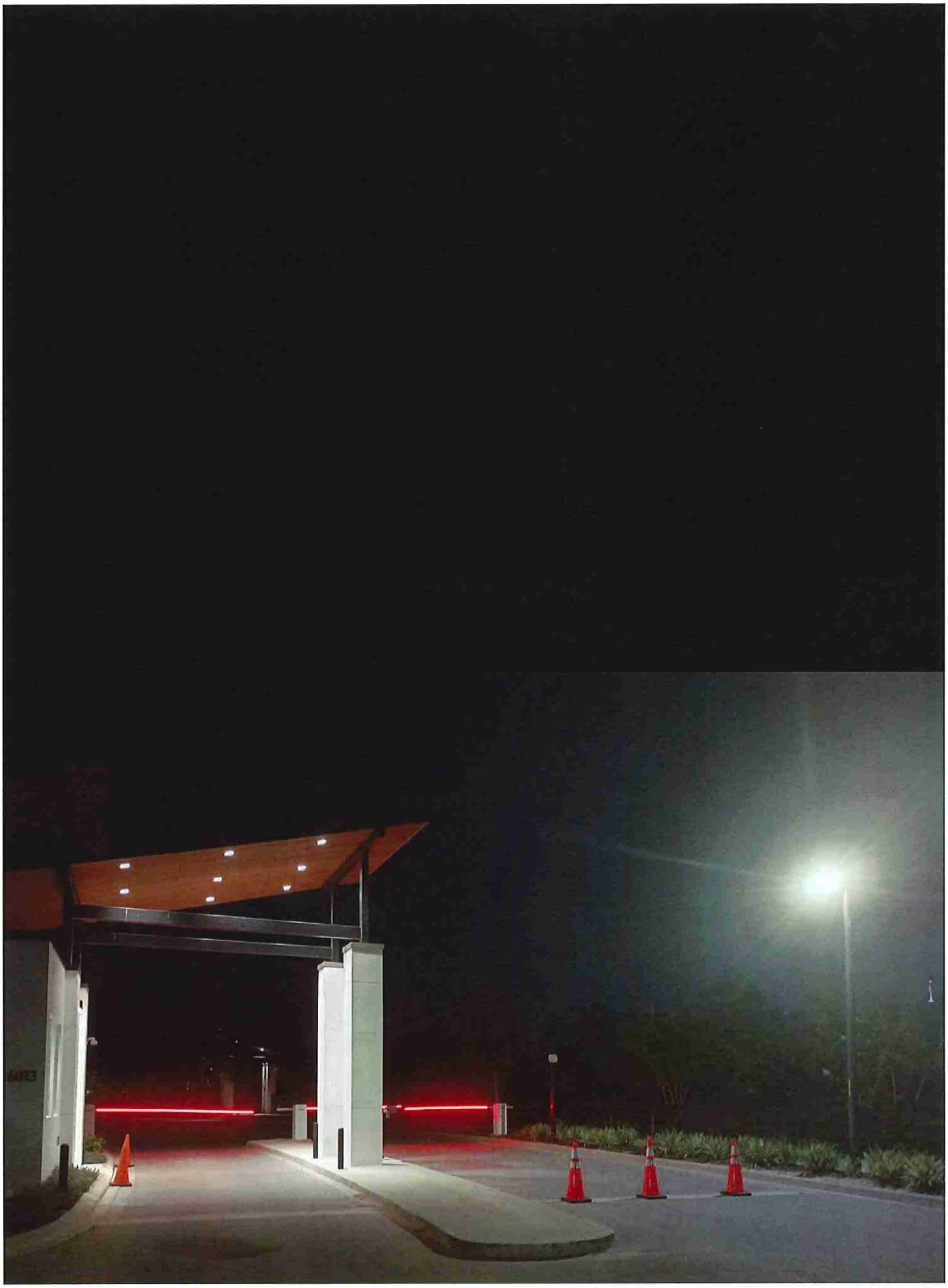
ANYTIME YOU NEED TO USE THE RESTROOM THE GATE ARMS MUST STAY DOWN!!! PUT THE SIGN ON THE DOOR BEFORE USING THE RESTROOM

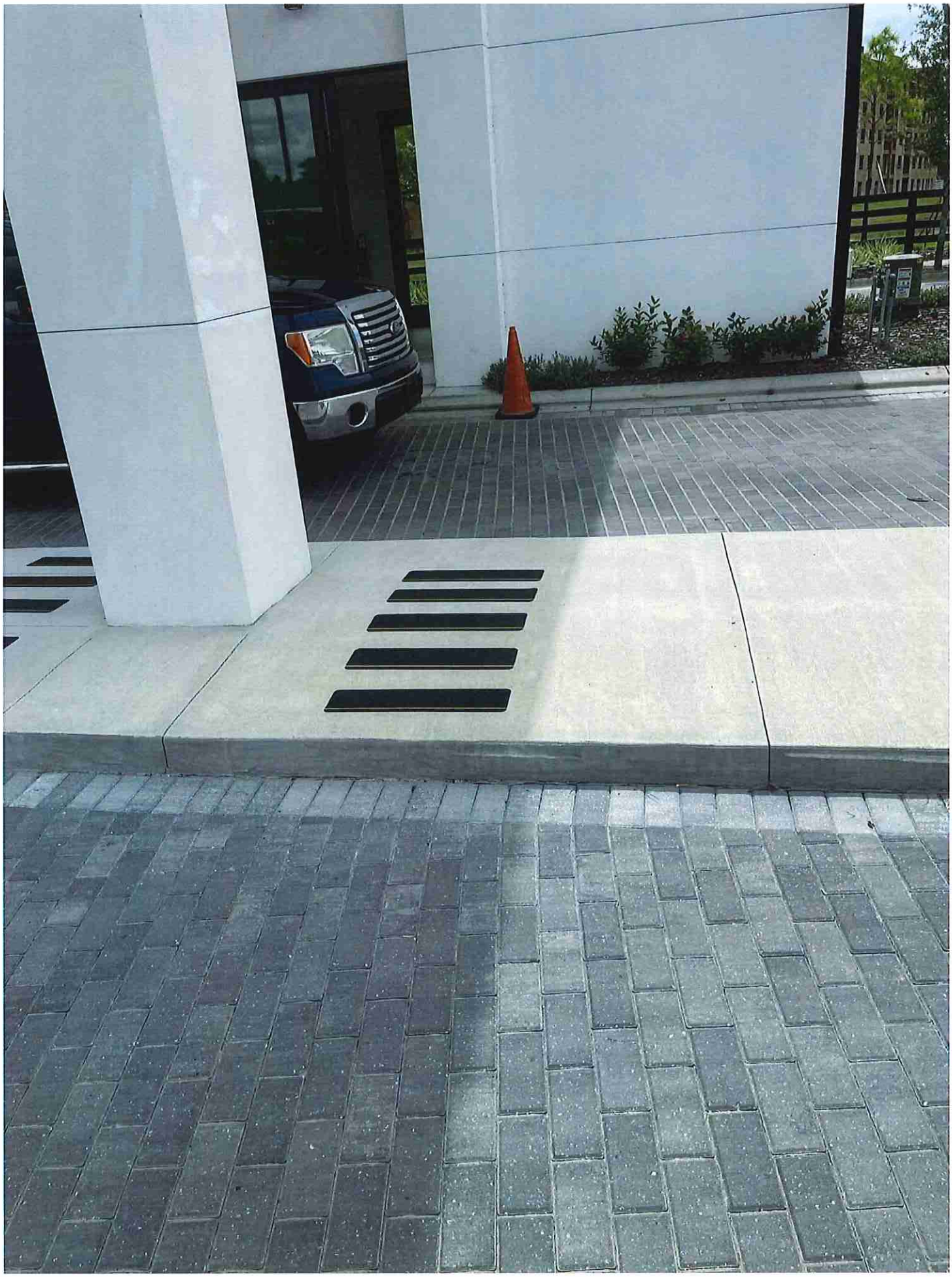
AT 6PM THE RESIDENT / CONSTRUCTION ENTRANCE SIDE WILL BE CONED OFF UNTIL 6AM. EVERYONE ENTERING THE PROPERTY BETWEEN 6PM-6AM MUST BE SCREENED THROUGH THE VISITOR SIDE ENTRANCE!!!

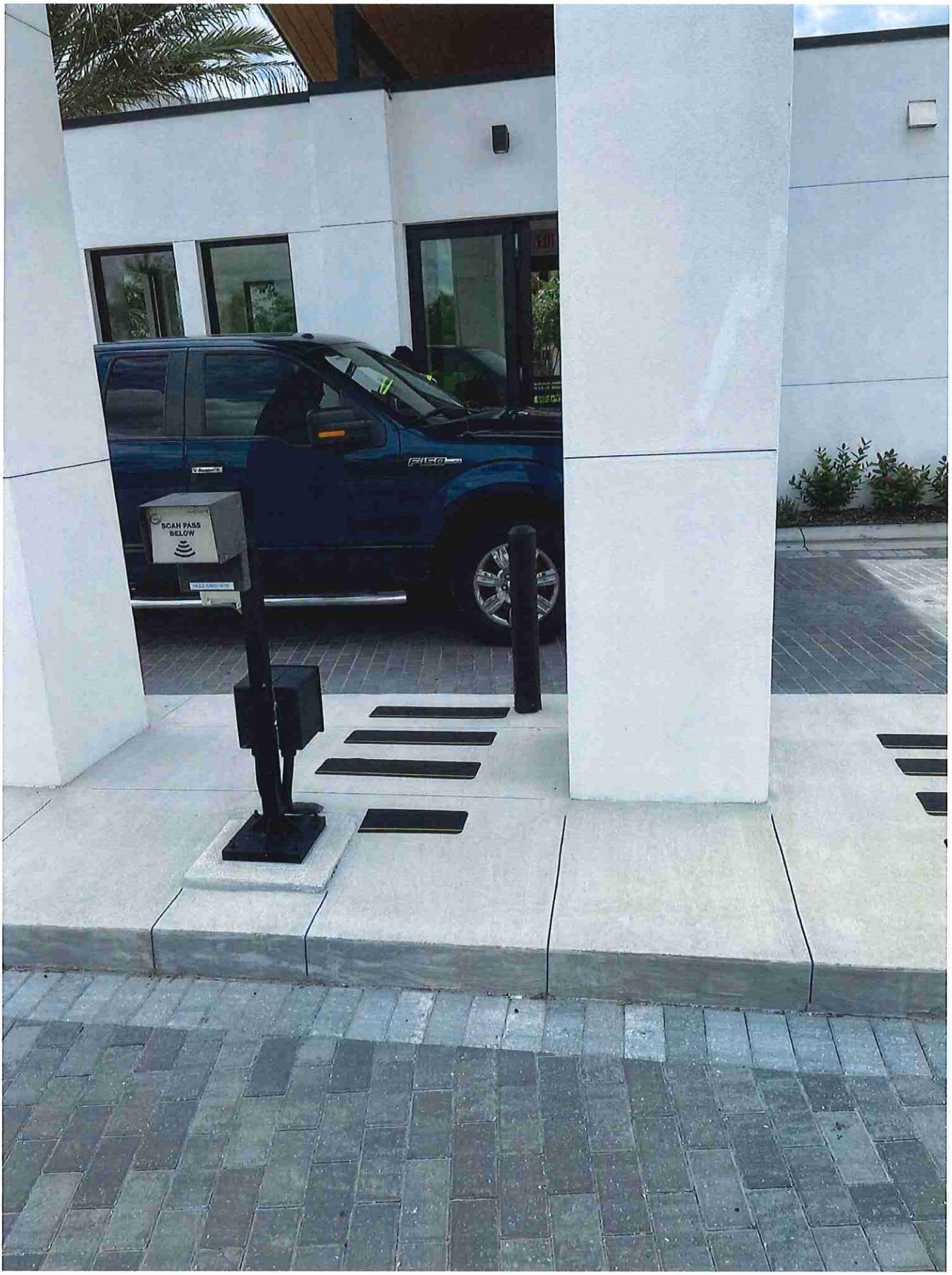
WE CANNOT DENY ACCESS TO ANYONE REQUESTING TO ENTER THE COMMUNITY. STILL ASK THEM FOR A DRIVER LICENSE AND DOCUMENT THEIR PLATE NUMBER, ADDRESS WHERE THEY ARE GOING TOO, THE TIME, AND THEIR NAME. IF THEY REFUSE TO PRODUCE A DRIVER'S LICENSE OR ID JUST MAKE A NOTE NEXT TO THEIR LOG INFORMATION THAT SAYS REFUSED TO SHOW DRIVER'S LICENSE / ID. MAKE SURE TO DOCUMENT THE REST OF THEIR INFORMATION.

THE GATE ARMS ARE NOT TO BE UP FOR ANY REASON AT ANYTIME BESIDES ALLOWING ACCESS INTO THE COMMUNITY AFTER SCREENING THE VEHICLE.

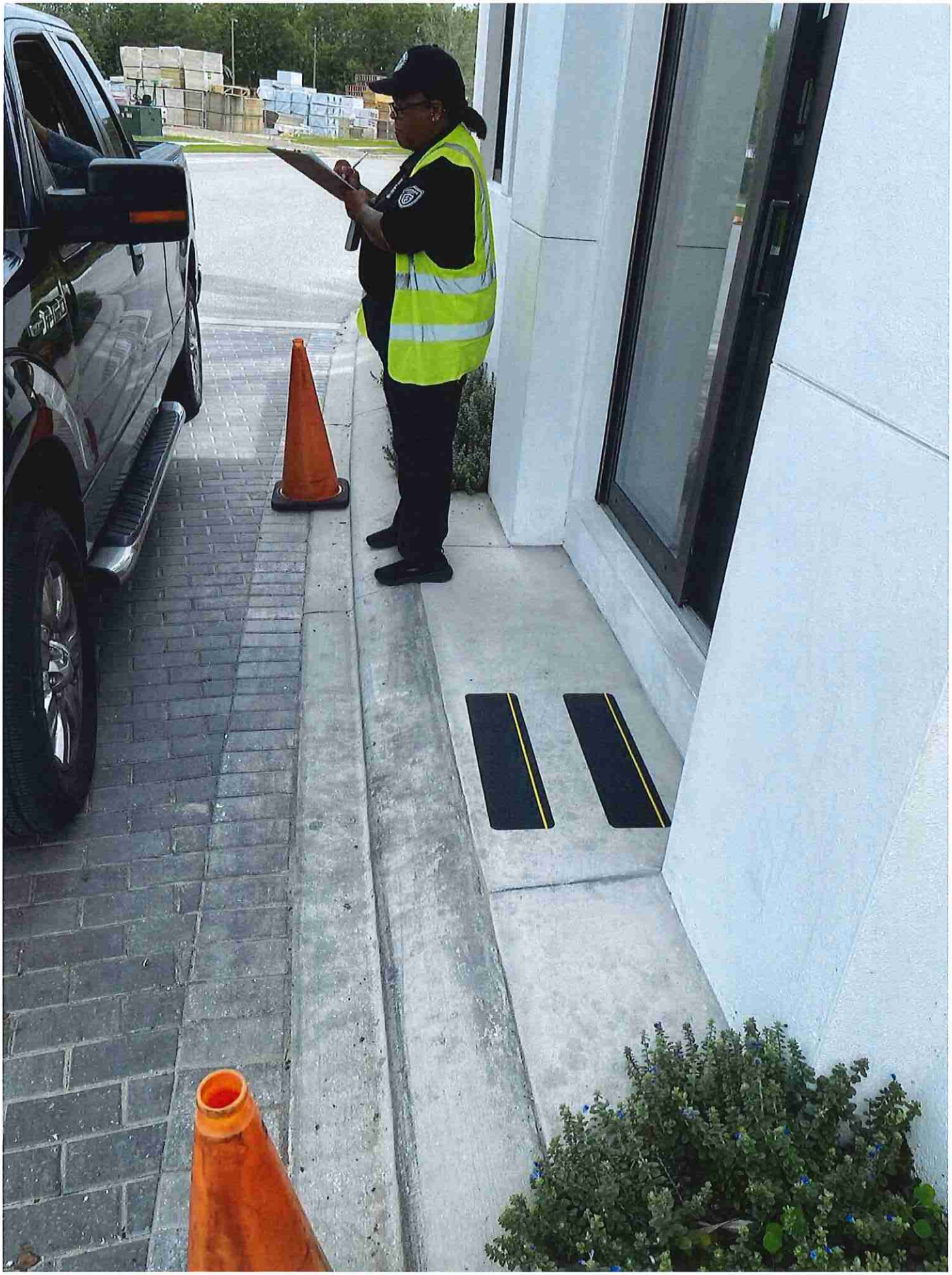
ANYONE THAT CLAIMS TO BE A WORKER FOR ICON MANAGEMENT OR PARK SQAURE HOMES MUST BE SCREENED AS WELL.






SCAN PASS
BELOW


SCAN PASS
BELOW



SECTION B

Grande Pines CDD Bid Summary

Security Services	Scope	Notes	Total Cost
DSI	Option A) 1 x Security Guard for the guardhouse, 24/7, 365 days a year coverage. 1 x roving patrol for 48 hours, 6pm - 6am, Thursday-Sunday. Optional golf cart or marker vehicle. Any fuel would be direct billed to the Option B) 1 x Security Guard for the guardhouse, 24/7, 365 days a year coverage.	Golf Cart - $450/mo. Patrol Vehicle - $1250/mo. Compact SUV - $1450/mo.	Option A - Cart: $286,349.76 Patrol Vehicle: $295,949.76 Option B - $219,847.68
Ramco Protective	Option A) 1 x Security Guard for the guardhouse, 24/7, 365 days a year coverage. 1 x roving patrol for 48 hours, 6pm - 6am, Thursday-Sunday. Any fuel would be direct billed to the district. Option B) 1 x Security Guard for the guardhouse, 24/7, 365 days a year coverage.	Patrol Vehicle - $1625/mo.	Option A - Patrol Vehicle: $333,162.09 Option B - $243,558.21
Securitas (Option 5 on Proposal)	Option A) 1 x Security Guard for the guardhouse, 24/7, 365 days a year coverage. 1 x roving patrol for 48 hours, 6pm - 6am, Thursday-Sunday. Any fuel would be direct billed to the district. Option B) 1 x Security Guard for the guardhouse, 24/7, 365 days a year coverage.		Option A - Patrol Vehicle: $249,699 Option B - $225,904
Securitas (Option 6 on Proposal)	Option A) 1 x Security Guard for the guardhouse, 24/7, 365 days a year coverage. 1 x roving patrol for 48 hours, 6pm - 6am, Thursday-Sunday. Any fuel would be direct billed to the district. Option B) 1 x Security Guard for the guardhouse, 24/7, 365 days a year coverage.		Option A - Patrol Vehicle: $296,749 Option B - $291,349
Berman Security Agency	Option A) 1 x Security Guard for the guardhouse, 24/7, 365 days a year coverage. 1 x roving patrol for 48 hours, 6pm - 6am, Thursday-Sunday. Any fuel would be direct billed to the district. Option B) 1 x Security Guard for the guardhouse, 24/7, 365 days a year coverage.	Patrol Vehicle - $1,150/mo.	Option A - Patrol Vehicle: $382,212 Option B - $303,408

SECTION I

Contact: Jarett Wright 407-750-3599 jwright@gmscfl.com	Grande Pines Community Development District 6013 Paradiso Grande Blvd. Orlando, FL 32821	2024-2025* Submiittal Date: 08/07/24

Exhibit "B"

Service Type	Weekly Hrs	Hourly Rate	Weekly Costs	Annual Cost	Rate Schedule
Professional Site Director (Hourly Fee)	40.0	$29.85	$1,194.03	$62,089.55	Full Time (Hours Determined by BOD)
Site Director Holiday Rate (Hourly Fee)	48.0	$14.93	✓	$716.42	6 Holidays/8 Hours/1 Shift Daily
Professional Gate Attendant (Hourly Fee)	128.0	$26.87	$3,438.81	$178,817.91	Main Gate (24/7/365)
Gate Attendant Holiday Rate (Hourly Fee)	144.0	$13.43	✓	$1,934.33	6 Holidays/8 Hours/3 Shift(s) Daily
Professional Roaming Patrol (Hourly Fee)	48.0	$26.87	$1,289.55	$67,056.72	Thursday - Sunday 6:00pm-6:00am
Roaming Patrol Holiday Rate (Hourly Fee)	72.0	$13.43	✓	$967.16	6 Holidays/12 Hours/1 Shift Daily
Track-Tik Patrol Software (Weekly Fee)	✓	✓	$17.50	$910.00	Roaming Patrol GPS Reporting Software
Roaming Patrol Smart Phone (Weekly Fee	✓	✓	$22.50	$1,170.00	Provided by RAMCO Protective
Patrol Vehicle (Weekly Fee)	✓	✓	$375.00	$19,500.00	Provided by RAMCO Protective
Patrol Vehicle Fuel	✓	✓	✓	✓	Additional Fuel Fee Per Consumption
Sub-Total			$6,337.39	$333,162.09	
Taxes			$0.00	$0.00	Tax Exempt
* Rates expire for 90 days from date of submittal					
Total			$6,337.39	$333,162.09	

SECTION II

Proposed Pricing - Staffing

DSI is keenly aware that personnel retention and effective supervision is key to delivering a superior service. We know that offering market wages is paramount to our success in that effort, so we continually evaluate local wage statistics to ensure we remain in a position to recruit and retain quality personnel to serve our clients.

Option A	Weekly Hours	Hourly Wage	Hourly Bill Rate	OT/Holiday Bill Rate	Annualized Estimate (*)
Supervisor	40	$19.00	$27.36	$41.04	$56,908.80
Officer	128	$17.00	$24.48	$36.72	$162,938.88
Rover	48	$17.00	$24.48	$36.72	$61,102.08
Total	216				$280,949.76
Option B	**Weekly Hours**	**Hourly Wage**	**Hourly Bill Rate**	**OT/Holiday Bill Rate**	**Annualized Estimate (*)**
Supervisor	40	$19.00	$27.36	$41.04	$56,908.80
Officer	128	$17.00	$24.48	$36.72	$162,938.88
Total	168				$219,847.68
Option C	**Weekly Hours**	**Hourly Wage**	**Hourly Bill Rate**	**OT/Holiday Bill Rate**	**Annualized Estimate (*)**
Rover	48	$17.00	$24.48	$36.72	$61,102.08

Electric Golf Cart - $450/mo
Compact Patrol Vehicle - $1250/mo
Compact SUV - $1450/mo

Includes security markings, light bar, Insurance and maintenance.

Fuel would be direct billed and we Would assign a dedicated fuel card

(*) Annualized estimates do not include sales tax or holiday upcharge

SECTION III

Investment Proposal – Rate Summary

Securitas proposes the following rates for ***Grande Pines CDD.*** These rates are all-inclusive as defined below and will remain in effect for a minimum of 60 days from 8/30/2024.

Option 1.) Integrated w/ Overnight Remote Access Control and Mobile Guarding Patrol –

Monday through Sunday, 84 HPW, coverage of Access Control Officers working 12-hour shifts for access control vetting measures. Your Officers are to wear the Client's choice of white or heather grey military style button ups. Officers will utilize the SecuritasVision 2.0 platform for daily activity reporting and real-time incident alerts. The Access Control Officers will be supplemented overnight by the Remote Guarding – Entry/Exit Management service. Patrol service will be performed by the Mobile Guarding division performing randomly timed but regular property patrol inspections in a marked Securitas security vehicle.

Position	HPW	Wage Rate	Bill Rate	Estimated Monthly Cost	Estimated Annual Cost
Access Control Officers	**84**	**$17.00**	**$25.77**	**$9,380**	**$112,563**
One (1) SecuritasVision 2.0 Mobile Device & SecuritasConnect Client Portal – all required components, software, and licenses to unify monitoring and real-time reporting of all access control & patrolling efforts					**Included**
Securitas Remote Guarding – Entry/Exit Management – includes Avigilon video recorder, Avigilon 3MP IR CCTV, 2N video call box, SOS siren-operated sensor, and all necessary supporting equipment. All equipment, installation, Remote Guarding Entry/Exit Mgmt. service for 12-hour shifts, extended warranty, and on-going preventative maintenance plan included in monthly/annual costs. This service is to utilize the Client's existing dwellingLIVE VMS.				**$4,430.84**	**$53,170**
Securitas Mobile Guarding – Patrol Inspections – Thursday through Sunday (4 per night) property patrol inspections in marked security vehicle with real-time digital reporting to Client from the Vision app. Typical duties include perimeter patrols, light checks, trespassing and parking violation notification/ticketing, and amenity inspections. Mobile rate of **$28.60** per patrol.				**$1,982**	**$23,795**
Option 1 subtotal:				**$15,792**	**$189,528**
PLEASE REFER TO THE ADDITIONAL SERVICE & TECHNOLOGY SOLUTIONS SECTION OF THIS PROPOSAL FOR FURTHER DETAILS.					

Note: The proposed billing rates include statutory payroll costs, i.e., FICA, FUI, SUI, GLI, WC. If a change in any legislation or regulation, either federal, state or local, adversely affects Securitas' direct labor and/or payroll costs, client agrees to pay revised rates which will reimburse Securitas for its added costs.

Option 2.) Integrated w/ 3rd Shift Remote Access Control and Mobile Guarding Patrol – Monday through Sunday, 112 HPW, coverage of Access Control Officers working 8-hour shifts for access control vetting measures. Your Officers are to wear the Client's choice of white or heather grey military style button ups. Officers will utilize the SecuritasVision 2.0 platform for daily activity reporting and real-time incident alerts. The Access Control Officers will be supplemented during 3rd shift by the Remote Guarding – Entry/Exit Management service. Patrol service will be performed by the Mobile Guarding division performing randomly timed but regular property patrol inspections in a marked Securitas security vehicle.

Position	HPW	Wage Rate	Bill Rate	Estimated Monthly Cost	Estimated Annual Cost
Access Control Officers	**112**	**$17.00**	**$25.65**	**$12,448**	**$149,385**
One (1) SecuritasVision 2.0 Mobile Device & SecuritasConnect Client Portal – all required components, software, and licenses to unify monitoring and real-time reporting of all access control & patrolling efforts					**Included**
Securitas Remote Guarding – Entry/Exit Management – includes Avigilon video recorder, Avigilon 3MP IR CCTV, 2N video call box, SOS siren-operated sensor, and all necessary supporting equipment. All equipment, installation, Remote Guarding Entry/Exit Mgmt. service for 8-hour shifts, extended warranty, and on-going preventative maintenance plan included in monthly/annual costs. This service is to utilize the Client's existing dwellingLIVE VMS.				**$3,398.84**	**$40,786.08**
Securitas Mobile Guarding – Patrol Inspections – Thursday through Sunday (4 per night) property patrol inspections in marked security vehicle with real-time digital reporting to Client from the Vision app. Typical duties include perimeter patrols, light checks, trespassing and parking violation notification/ticketing, and amenity inspections. Mobile rate of **$28.60** per patrol.				**$1,982**	**$23,795**
Option 2 subtotal:				**$17,828**	**$213,966**
PLEASE REFER TO THE ADDITIONAL SERVICE & TECHNOLOGY SOLUTIONS SECTION OF THIS PROPOSAL FOR FURTHER DETAILS.					

Note: The proposed billing rates include statutory payroll costs, i.e., FICA, FUI, SUI, GLI, WC. If a change in any legislation or regulation, either federal, state or local, adversely affects Securitas' direct labor and/or payroll costs, client agrees to pay revised rates which will reimburse Securitas for its added costs.

Option 3.) Integrated w/ Overnight Remote Access Control – Monday through Sunday, 84 HPW, coverage of Access Control Officers working 12-hour shifts for access control vetting measures. Your Officers are to wear the Client's choice of white or heather grey military style button ups. Officers will utilize the SecuritasVision 2.0 platform for daily activity reporting and real-time incident alerts. The Access Control Officers will be supplemented overnight by the Remote Guarding – Entry/Exit Management service. Thursday through Sunday, 48 HPW, coverage of Patrol Officers working 12-hour shifts for community patrol via electric golf cart.

Positions	HPW	Wage Rates	Bill Rates	Estimated Monthly Cost	Estimated Annual Cost
Access Control Officers	84	$17.00	$25.92	$9,434	$113,218
Patrol Officers	48	$17.00	$25.92	$5,391	$64,696
Consolidated Hours & Bill Rates:	**132**	**$17.00**	**$25.92**	**$14,825**	**$177,914**
Two (2) SecuritasVision 2.0 Mobile Devices & SecuritasConnect Client Portal – all required components, software, and licenses to unify monitoring and real-time reporting of all access control & patrolling efforts					**Included**
Securitas Remote Guarding – Entry/Exit Management – includes Avigilon video recorder, Avigilon 3MP IR CCTV, 2N video call box, SOS siren-operated sensor, and all necessary supporting equipment. All equipment, installation, Remote Guarding Entry/Exit Mgmt. service for 12-hour shifts, extended warranty, and on-going preventative maintenance plan included in monthly/annual costs. This service is to utilize the Client's existing dwellingLIVE VMS.				**$4,430.84**	**$53,170**
One (1) Electric Golf Cart – includes cart lease, insurance, & equipment (security decal package & LED strobe light) – Client to provide secure area for storing and charging of cart. Asset and cost associated with Patrol Officer post.				**$450**	**$5,400**
Option 3 subtotal:				**$19,705**	**$236,484**
PLEASE REFER TO THE ADDITIONAL SERVICE & TECHNOLOGY SOLUTIONS SECTION OF THIS PROPOSAL FOR FURTHER DETAILS.					

Note: The proposed billing rates include statutory payroll costs, i.e., FICA, FUI, SUI, GLI, WC. If a change in any legislation or regulation, either federal, state or local, adversely affects Securitas' direct labor and/or payroll costs, client agrees to pay revised rates which will reimburse Securitas for its added costs.

Option 4.) Integrated w/ 3rd Shift Remote Access Control – Monday through Sunday, 112 HPW, coverage of Access Control Officers working 8-hour shifts for access control vetting measures. Your Officers are to wear the Client's choice of white or heather grey military style button ups. Officers will utilize the SecuritasVision 2.0 platform for daily activity reporting and real-time incident alerts. The Access Control Officers will be supplemented during 3rd shift by the Remote Guarding – Entry/Exit Management service. Thursday through Sunday, 48 HPW, coverage of Patrol Officers working 12-hour shifts for community patrol via electric golf cart.

Positions	HPW	Wage Rates	Bill Rates	Estimated Monthly Cost	Estimated Annual Cost
Access Control Officers	112	$17.00	$25.80	$12,521	$150,259
Patrol Officers	48	$17.00	$25.80	$5,366	$64,396
Consolidated Hours & Bill Rates:	**160**	**$17.00**	**$25.80**	**$17,887**	**$214,655**
Two (2) SecuritasVision 2.0 Mobile Devices & SecuritasConnect Client Portal – all required components, software, and licenses to unify monitoring and real-time reporting of all access control & patrolling efforts					**Included**
Securitas Remote Guarding – Entry/Exit Management – includes Avigilon video recorder, Avigilon 3MP IR CCTV, 2N video call box, SOS siren-operated sensor, and all necessary supporting equipment. All equipment, installation, Remote Guarding Entry/Exit Mgmt. service for 8-hour shifts, extended warranty, and on-going preventative maintenance plan included in monthly/annual costs. This service is to utilize the Client's existing dwellingLIVE VMS.				**$3,398.84**	**$40,786.08**
One (1) Electric Golf Cart – includes cart lease, insurance, & equipment (security decal package & LED strobe light) – Client to provide secure area for storing and charging of cart. Asset and cost associated with Patrol Officer post.				**$450**	**$5,400**
Option 4 subtotal:				**$21,735**	**$260,841**
PLEASE REFER TO THE ADDITIONAL SERVICE & TECHNOLOGY SOLUTIONS SECTION OF THIS PROPOSAL FOR FURTHER DETAILS.					

Note: The proposed billing rates include statutory payroll costs, i.e., FICA, FUI, SUI, GLI, WC. If a change in any legislation or regulation, either federal, state or local, adversely affects Securitas' direct labor and/or payroll costs, client agrees to pay revised rates which will reimburse Securitas for its added costs.

Option 5.) Integrated w/ Mobile Guarding Patrol – Monday through Sunday, 168 HPW, coverage of Access Control Officers working 8-hour shifts including a Site Supervisor covering 1st shift (5 days) for access control vetting measures. Your Officers are to wear the Client's choice of white or heather grey military style button ups. Officers will utilize the SecuritasVision 2.0 platform for daily activity reporting and real-time incident alerts. Patrol service will be performed by the Mobile Guarding division performing randomly timed but regular property patrol inspections in a marked Securitas security vehicle.

Positions	HPW	Wage Rates	Bill Rates	Estimated Monthly Cost	Estimated Annual Cost
Site Supervisor	40	$18.00	$26.88	**$18,825**	**$225,904**
Access Control Officers	128	$17.00	$25.54		
Consolidated Hours & Rates:	**168**	**$17.24**	**$25.86**		
One (1) SecuritasVision 2.0 Mobile Device & SecuritasConnect Client Portal – all required components, software, and licenses to unify monitoring and real-time reporting of all access control & patrolling efforts					**Included**
Securitas Mobile Guarding – Patrol Inspections – Thursday through Sunday (4 per night) property patrol inspections in marked security vehicle with real-time digital reporting to Client from the Vision app. Typical duties include perimeter patrols, light checks, trespassing and parking violation notification/ticketing, and amenity inspections. Mobile rate of **$28.60** per patrol.				**$1,982**	**$23,795**
Option 5 subtotal:				**$20,807**	**$249,699**
OPTIONAL Additional Solutions				**Estimated Monthly Cost**	**Estimated Annual Cost**
Securitas Remote Guarding – Post Compliance Inspections for Access Control Officer post compliance and safety verification monitoring at Client gatehouse – includes Avigilon video recorder, Avigilon 2MP dome camera, and all necessary supporting equipment. All equipment, installation, Remote Guarding Inspection service for 3rd shift Officers, extended warranty, and on-going preventative maintenance plan included in monthly/annual costs.				**$645.34**	**$7,744.08**
PLEASE REFER TO THE ADDITIONAL SERVICE & TECHNOLOGY SOLUTIONS SECTION OF THIS PROPOSAL FOR FURTHER DETAILS.					

Note: The proposed billing rates include statutory payroll costs, i.e., FICA, FUI, SUI, GLI, WC. If a change in any legislation or regulation, either federal, state or local, adversely affects Securitas' direct labor and/or payroll costs, client agrees to pay revised rates which will reimburse Securitas for its added costs.

Option 6.) Traditional Guarding – Monday through Sunday, 168 HPW, coverage of Access Control Officers working 8-hour shifts including a Site Supervisor covering 1st shift (5 days) for access control vetting measures. Your Officers are to wear the Client's choice of white or heather grey military style button ups. Officers will utilize the SecuritasVision 2.0 platform for daily activity reporting and real-time incident alerts. Thursday through Sunday, 48 HPW, coverage of Patrol Officers working 12-hour shifts for community patrol via electric golf cart.

Positions	**HPW**	**Wage Rates**	**Bill Rates**	**Estimated Monthly Cost**	**Estimated Annual Cost**
Site Supervisor	40	$18.00	$27.02	$4,683	$56,201
Access Control Officers	128	$17.00	$25.68	$14,243	$170,926
Patrol Officers	48	$17.00	$25.73	$5,351	$64,222
Consolidated Hours & Rates:	**216**	**$17.19**	**$25.94**	**$24,277**	**$291,349**
One (1) SecuritasVision 2.0 Mobile Device & SecuritasConnect Client Portal – all required components, software, and licenses to unify monitoring and real-time reporting of all access control & patrolling efforts					**Included**
Securitas Mobile Guarding – Patrol Inspections – Thursday through Sunday (4 per night) property patrol inspections in marked security vehicle with real-time digital reporting to Client from the Vision app. Typical duties include perimeter patrols, light checks, trespassing and parking violation notification/ticketing, and amenity inspections. Mobile rate of **$28.60** per patrol.				**$450**	**$5,400**
Option 6 subtotal:				**$24,727**	**$296,749**
OPTIONAL Additional Solutions				**Estimated Monthly Cost**	**Estimated Annual Cost**
Securitas Remote Guarding – Post Compliance Inspections for Access Control Officer post compliance and safety verification monitoring at Client gatehouse – includes Avigilon video recorder, Avigilon 2MP dome camera, and all necessary supporting equipment. All equipment, installation, Remote Guarding Inspection service for 3rd shift Officers, extended warranty, and on-going preventative maintenance plan included in monthly/annual costs.				**$645.34**	**$7,744.08**
PLEASE REFER TO THE ADDITIONAL SERVICE & TECHNOLOGY SOLUTIONS SECTION OF THIS PROPOSAL FOR FURTHER DETAILS.					

Note: The proposed billing rates include statutory payroll costs, i.e., FICA, FUI, SUI, GLI, WC. If a change in any legislation or regulation, either federal, state or local, adversely affects Securitas' direct labor and/or payroll costs, client agrees to pay revised rates which will reimburse Securitas for its added costs.

- **Sales Tax: Not included in the rates above as Client is tax-exempt**
- **Premium Rate: is 1.5 times the Standard Rate and is applicable for the following:**
  - Excess hours requested by Client with less than 72-hour notice.
  - All hours over forty hours worked by an officer, specifically requested by client.
  - 9 major holidays if worked
- **Rates include the following Client Benefits to provide superior customer service and support:**
  - SecuritasVision Mobile Device and SecuritasConnect Client Portal, all required components, software, and licenses
  - Dedicated District Manager for 24/7 support
  - Recruitment, background screening and hiring costs
  - Computer-based post orders, including client emergency response procedures
  - Monthly service review and planning meetings with local District Manager
  - 24-hour National Communications Center
  - General liability insurance coverage
  - Site-specific written test based on post orders and client policies
  - Learning Management System to track completed courses and test scores
- **Rates include the following Officer Benefits to be the top employer of choice:**
  - Free Complete uniforms for each season, including replacements as needed
  - Competitive employee wages, plus all payroll taxes and insurance
  - Healthcare, 401(k), dental, and vision benefits
  - Free life insurance and paid vacations
  - Enhanced health benefits including Livongo, Omada, and a new Employee Assistance Program
  - Financial benefits including Smart Dollar and our employee purchase/discount program
  - Qualification for the Securitas Lead Program through Purdue University Global
  - Introductory, pre-assignment and paid on-site training
  - Learning Management System to for ongoing education and career advancement
  - Excellence in Service performance recognition program
  - Branch award qualification for Officer of the Month, Quarter and Officer of the Year

Note: The proposed billing rates include statutory payroll costs, i.e., FICA, FUI, SUI, GLI, WC. If a change in any legislation or regulation, either federal, state or local, adversely affects Securitas' direct labor and/or payroll costs, client agrees to pay revised rates which will reimburse Securitas for its added costs.

SECTION IV

Our Proposal

Our goal is not to nickel and dime our clients with extra fees at every level like most of the larger national providers. Although, occasionally an extra fee is necessary for specific one-off tasks or special consulting initiatives, our goal is to bring the most value at every opportunity. This means limiting fees and extraordinary costs to the best of our ability. We are here to provide, value, service and integrity.

Staffing Proposal

Berman proposes the following security guards to carry out all required security front-line duties:

Full-time Security Guard Positions 24/7, working in 3 shifts of 8 hours each

Roving Patrol Officer, 6:00 pm – 6:00 am Thursday - Sunday

Total Security Guard Hours Per Week = 168 hours

Total Roving Patrol Officer Hours Per Week = 36 hours

Proposed Fees for Grande Pines Security Services

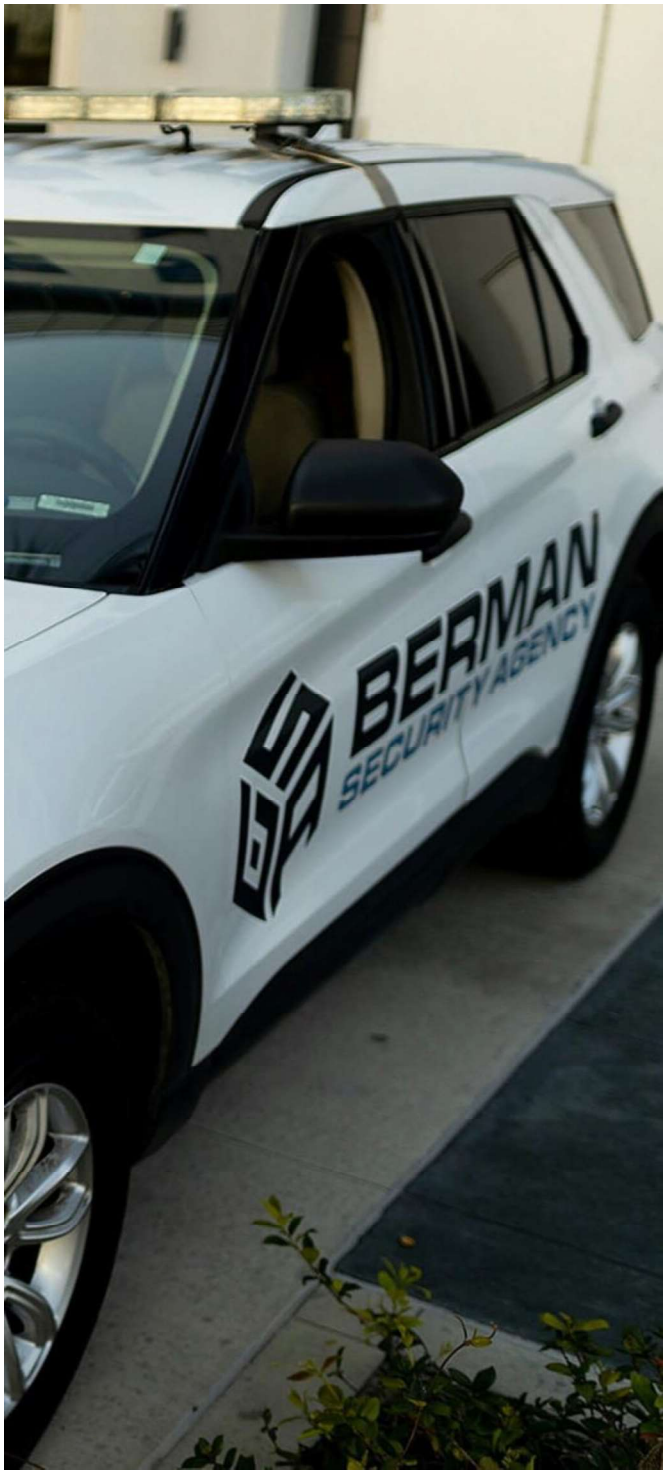
We pride our services in lump sum "all-in" pricing as follows:

24/7 full-time Security Guard Positions: **$ 25,284.00 per month**

Roving Patrol Officer: **$ 5,418.00 per month**

Vehicles are supplied by Berman. All Costs include maintenance, fuel, and insurance in a single lump sum rate of $1,150.00 per month

All Holiday Pay is included in the above rates. Additional security staff is available at a rate of $35 per hour for special event staffing that requires additional staff beyond the base contract hours. All Applicable government required sales tax shall be applied to invoices for services. Client to pay all costs for gatehouse fixed electronic monitoring equipment, gate repairs, gates, all computers for the gatehouse, software, and systems for gatehouse



SECTION 7

SECTION A

September 19, 2024

Jarett Wright

GMS – Central Florida

219 E. Livingston St.

Orlando Florda, 32801

Re: Grande Pines CDD 2025 Landscape Maintenance

Jeff,

Please except this letter as United Land Services continued interest in providing landscape services at Grande Pines CDD. There will be a 0% increase in the annual cost for 2025. If you have any questions, please feel free to call me directly.

All the best,

John Borland

Branch Manager

Phone/Mobile 904-855-5383

Web www.unitedlandservices.com

Email Jborland@unitedlandservices.com

Uniting partners through exceptional landscape services

SECTION B

Aquatic Weed Management, Inc.

P.O. Box 1259 Haines City, FL 33845

waterweed1@aol.com

September 13, 2024

RE: Grand Pines CDD Pond Maintenance

Jarrett,

There will be no price increases for FY 2025.

We are grateful for the relationship.

Best Regards,

Bill Snively

SECTION C

CASCADE FOUNTAINS DIV.
FOUNTAIN DESIGN GROUP, INC.

7628 N.W 6th AVENUE BOCA RATON, FL. 33487
SERVICE CENTERS : ORLANDO AND TAMPA
PHONE: (800) 446-1537 FAX (561) 994-3944

PROPOSAL # 7090

Date: September. 09, 2024

To: Grande Pines CDD
c/o GMS - Central Florida
219 E. Livingston Street
Orlando, Fl. 32801
Attn: Jarett Wright
Phone: 407-841-5524
Cell: 407-750-3599
Email: jwright@gmscfl.com

Ship To: Grande Pines CDD
6013 Paradiso Grande Blvd.
Orlando, Fl. 32821

FOUNTAIN MAINTENANCE PROPOSAL

**** To take Effect January 01, 2025**

Scope of Work:

Fountain Design Group will perform the following quarterly cleaning, on the (3) three Floating Fountains per the check list below:

1) Check control panel components and amperage draw on pump and motors, including timers on fountain
2) Clean junction intake screen on lake fountain
3) Clean and adjust water feature jets on lake fountain
4) Clean lenses on lighting system for lake fountain
5) Check for power surges and reset GFCI breakers
6) Visually check all accessible piping systems for damage and water leaks

This is a cleaning contract and any other services required besides those listed above will be billed separately, upon completion after receiving the appropriate approval.

*If additional service is required, our standard labor rate of $135.00 for the first half-hour and $110.00 each hour thereafter, plus parts.

Either party may cancel this agreement with a 30-Day Notice.

COST : $395.00 per Quarterly Cleaning

Payable upon receipt of invoice to Fountain Design Group, Inc.

Respectfully Submitted,
FOUNTAIN DESIGN GROUP

Acceptance of Proposal: The above price, specifications, and conditions are satisfactory and are hereby accepted. Fountain Design Group, Inc. is authorized to complete the work as specified.

Signature: Date of Acceptance:

CONDITIONS

All work is to be completed in a workmanlike manner . Any alteration from specifications involving extra costs will be executed only upon written approval from the client, and will become an additional charge from the approved proposal amount

SECTION 8

SECTION C

SECTION I

Grande Pines
Community Development District

Summary of Check Register

August 1, 2024 to August 31, 2024

Fund	Date	Check No.'s		Amount
General Fund				
	8/5/24	241-243	$	19,683.68
	8/13/24	244	$	5,393.91
	8/28/24	245-248	$	7,156.68
		Total Amount	**$**	**32,234.27**

*** CHECK DATES 08/01/2024 - 08/31/2024 *** GRANDE PINES - GENERAL FUND
BANK A GENERAL FUND

CHECK DATE	VEND#	.....INVOICE..... DATE	INVOICE	...EXPENSED TO... YRMO	DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT	#
8/05/24	00019	7/31/24	15082	202408	320-53800-34700		*	15,470.00		
			GATE ATTENDANT-AUG24							
						ROUND TABLE FINANCIAL, INC			15,470.00	000241
8/05/24	00001	6/30/24	77	202406	320-53800-48000		*	548.00		
			GENERAL MAINT-JUN24							
						GOVERNMENTAL MANAGEMENT SERVICES			548.00	000242
8/05/24	00017	7/24/24	97227	202407	320-53800-46200		*	3,665.68		
			LANDSCAPE MAINTENANCE-JUL							
						UNITED LAND SERVICES			3,665.68	000243
8/13/24	00001	8/01/24	75	202408	310-51300-34000		*	3,246.25		
			MANAGEMENT FEES-AUG24							
		8/01/24	75	202408	310-51300-35200		*	100.00		
			WEBSITE MANAGEMENT-AUG24							
		8/01/24	75	202408	310-51300-35100		*	150.00		
			INFORMATION TECH-AUG24							
		8/01/24	75	202408	310-51300-31300		*	583.33		
			DISSEMINATION SVCS-AUG24							
		8/01/24	75	202408	310-51300-51000		*	.21		
			OFFICE SUPPLIES							
		8/01/24	75	202408	310-51300-42000		*	63.97		
			POSTAGE							
		8/01/24	75	202408	310-51300-42500		*	.15		
			COPIES							
		8/01/24	76	202408	320-53800-34000		*	1,250.00		
			FIELD MANAGEMENT-AUG24							
						GOVERNMENTAL MANAGEMENT SERVICES			5,393.91	000244
8/28/24	00024	7/29/24	18085	202407	320-53800-47000		*	675.00		
			POND HERBICIDE MAINT-JUL							
						AQUATIC WEED MANAGEMENT, INC			675.00	000245
8/28/24	00002	8/12/24	130386	202407	310-51300-31500		*	143.50		
			ATTORNEY SVCS-JUL24							
						LATHAM, LUNA, EDEN & BEAUDINE			143.50	000246
8/28/24	00006	7/15/24	19-151(5	202406	310-51300-31100		*	2,672.50		
			ANNUAL INSPECTION REPORT							
						POULOS & BENNETT			2,672.50	000247
8/28/24	00017	8/15/24	102061	202408	320-53800-46200		*	3,665.68		
			LANDSCAPE MAINTENANCE-AUG							
						UNITED LAND SERVICES			3,665.68	000248

TOTAL FOR BANK A 32,234.27

*** CHECK DATES 08/01/2024 - 08/31/2024 ***
GRANDE PINES - GENERAL FUND
BANK A GENERAL FUND

CHECK DATE	VEND#	.....INVOICE..... DATE	INVOICE	YRMO	...EXPENSED TO... DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT	#
									TOTAL FOR REGISTER		32,234.27		

Freeman Security Services Inc. #19

P. O. Box 4432
Winter Haven, FL 33885
Administration@freemansecurityservices.com
Www.FreemanSecurityServices.Com
407-507-3880
320-538-347

Invoice

Invoice No:	15082
Date:	07/31/2024
Terms:	NET 30
Due Date:	08/30/2024

Bill To: Grande Pines Community Development District c/o Governmental Management Services-Central Florida, LLC
jwright@gmscfl.com,
lt@rtfinancialgroup.com,
sflores@rtfinancialgroup.com,
evilla@gmscfl.com
219 E Livingston St
Orlando, FL, 32801-1508

Code	Description	Quantity	Rate	Amount
Guard	Guard/Patrol Services 08-01-2024 through 08-31-2024 "Thank you for you Business"	1	$15,470.00	$15,470.00*

*Indicates non-taxable item

Subtotal	$15,470.00
Total	$15,470.00
Paid	$0.00
Balance Due	**$15,470.00**

Comments

Make all checks payable to:
Round Table Financial, Inc
2549 Eastbluff Drive Suite 490
Newport Beach, CA 92660

RECEIVED
Ck 241
JUL 31 2024
By

GMS-Central Florida, LLC #1
1001 Bradford Way
Kingston, TN 37763

Invoice

480

Invoice #: 77
Invoice Date: 6/30/24
Due Date: 6/30/24
Case:
P.O. Number: WA 1649

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

Description	Hours/Qty	Rate	Amount
Grande Pines CDD - General Maintenance June 2024 - Trash collection from the ponds, Pressure wash guardhouse and curbs around the guardhouse			
Labor	8	50.00	400.00
Mobilization	1	65.00	65.00
Equipment		83.00	83.00

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ck 242
JUL 24 2024
By

Total	$548.00
Payments/Credits	$0.00
Balance Due	$548.00

UNITED Land Services

12276 San Jose Blvd.
Suite 747
Jacksonville, FL 32223

Invoice 97227

Date	PO#
07/24/24	
Due Date	**Terms**
8/23/24	Net 30

BILL TO
Grande Pines CDD
Governmental Management Service 219 E Livingston St Orlando, FL 32801

Property Address
Grande Pines CDD 6013 Paradiso Grande Boulevard Orlando, FL 32821

Item	Amount
Job #96305 - Grande Pines CDD Landscape Maintenance July 2024	**$3,665.68**

RECEIVED
JUL 24 2024
By

Thank you for your business.

REMIT PAYMENT TO:
United Land Services
12276 San Jose Blvd Suite 747
Jacksonville FL 32223

Subtotal	$3,665.68
Sales Tax	$0.00
Total	**$3,665.68**
Credits/Payments	($0.00)
Balance Due	**$3,665.68**

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

Invoice

Invoice #: 75
Invoice Date: 8/1/24
Due Date: 8/1/24
Case:
P.O. Number:

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

Description	Hours/Qty	Rate	Amount
Management Fees - August 2024 -340		3,246.25	3,246.25
Website Administration - August 2024 - 355		100.00	100.00
Information Technology - August 2024 - 351		150.00	150.00
Dissemination Agent Services - August 2024 - 313		583.33	583.33
Office Supplies -510		0.21	0.21
Postage - 420		63.97	63.97
Copies - 425		0.15	0.15

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CK# 204
AUG 13 2024
By

Total	$4,143.91
Payments/Credits	$0.00
Balance Due	$4,143.91

GMS-Central Florida, LLC #1
1001 Bradford Way
Kingston, TN 37763

Invoice

Invoice #: 76
Invoice Date: 8/1/24
Due Date: 8/1/24
Case:
P.O. Number:

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

Description	Hours/Qty	Rate	Amount
Field Management - August 2024 320-538-340		1,250.00	1,250.00

RECEIVED
CK# 244
AUG 13 2024
By

Total	$1,250.00
Payments/Credits	$0.00
Balance Due	$1,250.00

INVOICE #24

Aquatic Weed Management, Inc.
PO Box 1259 320-5381170
Haines City, FL 33845

WATERWEED1@AOL.COM
+1 (863) 412-1919

Bill to

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

RECEIVED
(H) CK 2415
AUG 09 2024
By

Invoice details

Invoice no.: 18085
Terms: Net 30
Invoice date: 07/29/2024

#	Date	Product or service	Description	Qty	Rate	Amount
1.		**Grande Pines**	Monthly pond herbicide maintenance on 4 ponds. Services include treatments for ALL vegetation (emerged, submerged and floating) within the ordinary high water level. Priced as $/treatment.	1	$675.00	$675.00

Total **$675.00**

Note to customer

The month on the date of the invoice should correspond with the month treatments were made. Thank you for your business!

LATHAM, LUNA, EDEN & BEAUDINE, ATTORNEYS AT LAW #2

201 S. ORANGE AVE, STE 1400
POST OFFICE BOX 3353
ORLANDO, FLORIDA 32801

August 12, 2024

Invoice #: 130386
Federal ID #:59-3366512

Grande Pines CDD
c/o Governmental Management Services- CFL, LLC
219 E. Livingston Street
Orlando, FL 32801 315

Matter ID: 4168-001 General

For Professional Services Rendered:

7/1/2024	JEL	Emails with GMS regarding July agenda; review executed Quit Claim Deed to POA for Tract OS-9 and email regarding same	0.30	$81.00
7/31/2024	JEL	Email to GMS regarding A&R Tri-Party Agreement	0.10	$27.00
Total Professional Services:			**0.40**	**$108.00**

For Disbursements Incurred:

7/3/2024	Payment disbursement to Simplifile for Recording Quit Claim Deed (Tract OS-9). Invoice# 307682115247SFL on 07/03/24	$35.20
7/5/2024	PRINT	$0.30
Total Disbursements Incurred:		**$35.50**

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AUG 19 2024
By

CK#24

Total	$143.50
Previous Balance	$0.00

Payments & Credits

Date	Type	Notes

	Amount
Payments & Credits	$0.00
Total Due	**$143.50** *

POULOS & BENNETT

Poulos & Bennett, LLC
2602 E. Livingston St.
Orlando, FL 32803
407-487-2594
310-513-311

Grande Pines CDD
6200 Lee Vista Boulevard, Suite 300
Orlando, FL 32822

Invoice number 19-151(53)
Date 07/15/2024

Project **19-151 GRANDE PINES CDD**

Professional services for the period ending: June 28, 2024

Invoice Summary

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Remaining Percent	Current Billed
.05 2024 ANNUAL INSPECTION REPORT	0.00	0.00	0.00	2,672.50	0.00	2,672.50
Total	0.00		0.00	2,672.50		2,672.50

Hourly Tasks:

.05 2024 Annual Inspection Report

	Hours	Rate	Billed Amount
Executive Team Leader	1.50	250.00	375.00
Project Coordinator	6.25	100.00	625.00
Project Manager	8.50	175.00	1,487.50
Senior Project Engineer	1.00	185.00	185.00
Phase subtotal			2,672.50

.05 2024 Annual Inspection Report - 2024 Annual engineering inspector report

Invoice total **2,672.50**

RECEIVED
CK 247
AUG 19 2024
By

UNITED Land Services #17

12276 San Jose Blvd
Suite 747
Jacksonville, FL 32223
320-538-462

Invoice 102061

Date	PO#
08/15/24	
Due Date	**Terms**
9/14/24	Net 30

BILL TO
Grande Pines CDD
Governmental Management Service 219 E Livingston St Orlando, FL 32801

Property Address
Grande Pines CDD 6013 Paradiso Grande Boulevard Orlando, FL 32821

Item	Amount
Job #96305 - Grande Pines CDD Landscape Maintenance August 2024	**$3,665.68**

RECEIVED
CK# 248
AUG 19 2024
By

Thank you for your business.

REMIT PAYMENT TO:
United Land Services
12276 San Jose Blvd Suite 747
Jacksonville FL 32223

Subtotal	$3,665.68
Sales Tax	$0.00
Total	**$3,665.68**
Credits/Payments	($0.00)
Balance Due	**$3,665.68**

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SECTION II

Grande Pines

Community Development District

Unaudited Financial Reporting

July 31, 2024

Table Of Contents

Grande Pines

Community Development District

Combined Balance Sheet

July 31, 2024

	General Fund	*Debt Service Fund*	*Capital Project Fund*	*Total Governmental Funds*
Assets:				
Cash	$ 70,279	$ -	$ -	$ 70,279
Due From General Fund	$ -	$ 5,605	$ -	$ 5,605
Prepaid Expenses	$ 2,020	$ -	$ -	$ 2,020
Series 2021				
Reserve	$ -	$ 382,500	$ -	$ 382,500
Revenue	$ -	$ 146,150	$ -	$ 146,150
Construction	$ -	$ -	$ 16,108	$ 16,108
Series 2024				
Reserve	$ -	$ 405,144	$ -	$ 405,144
Revenue	$ -	$ 2,278	$ -	$ 2,278
Interest	$ -	$ 158,261	$ -	$ 158,261
Construction	$ -	$ -	$ 4,914,293	$ 4,914,293
Total Assets	**$ 72,299**	**$ 1,099,939**	**$ 4,930,401**	**$ 6,102,639**
Liabilities:				
Accounts Payable	$ 8,562	$ -	$ -	$ 8,562
Deposits	$ 5,000	$ -	$ -	$ 5,000
Due To Debt Service	$ 5,605	$ -	$ -	$ 5,605
Total Liabilites	**$ 19,167**	**$ -**	**$ -**	**$ 19,167**
Fund Balances:				
Unassigned	$ 53,132	$ -	$ -	$ 53,132
Assigned for:				
Debt Service - Series 2021	$ -	$ 534,255	$ -	$ 534,255
Debt Service - Series 2024	$ -	$ 565,684	$ -	$ 565,684
Capital Projects - Series 2021	$ -	$ -	$ 16,108	$ 16,108
Capital Projects - Series 2024	$ -	$ -	$ 4,914,293	$ 4,914,293
Total Fund Balances	**$ 53,132**	**$ 1,099,939**	**$ 4,930,401**	**$ 6,083,472**
Total Liabilities & Fund Equity	$ 72,299	$ 1,099,939	$ 4,930,401	$ 6,102,639

Grande Pines

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending July 31, 2024

	Adopted Budget	Prorated Budget Thru 07/31/24	Actual Thru 07/31/24	Variance
Revenues:				
Assessments - Tax Roll	$ 244,329	$ 244,329	$ 248,681	$ 4,352
Cost Share Revenue	$ 6,242	$ -	$ -	$ -
Developer Contributions	$ 262,004	$ -	$ -	$ -
Total Revenues	**$ 512,575**	**$ 244,329**	**$ 248,681**	**$ 4,352**
Expenditures:				
Administrative Expenditures				
Supervisor Fees	$ 12,000	$ 10,000	$ 2,800	$ 7,200
FICA Expense	$ 918	$ 765	$ 214	$ 551
Engineering	$ 12,000	$ 10,000	$ 3,154	$ 6,846
Attorney	$ 25,000	$ 19,184	$ 19,184	$ -
Arbitrage	$ 900	$ 900	$ 450	$ 450
Annual Audit	$ 6,000	$ 6,000	$ 5,100	$ 900
Dissemination Fees	$ 7,000	$ 7,000	$ 3,792	$ 3,208
Trustee Fees	$ 8,200	$ 8,200	$ 4,041	$ 4,159
Assessment Administration	$ 5,300	$ 5,300	$ 5,300	$ -
Management Fees	$ 38,955	$ 32,463	$ 32,463	$ -
Information Technology	$ 1,800	$ 1,500	$ 1,500	$ -
Website Administration	$ 1,200	$ 1,000	$ 1,000	$ -
Telephone	$ 300	$ 250	$ -	$ 250
Postage	$ 200	$ 200	$ 733	$ (533)
Insurance	$ 6,718	$ 6,718	$ 6,076	$ 642
Printing & Binding	$ 350	$ 292	$ 6	$ 285
Legal Advertising	$ 5,000	$ 5,000	$ 4,374	$ 626
Other Current Charges	$ 1,000	$ 860	$ 860	$ -
Office Supplies	$ 200	$ 200	$ 278	$ (78)
Dues, Licenses & Subscriptions	$ 175	$ 175	$ 175	$ -
Total Administrative Expenditures	**$ 133,216**	**$ 116,007**	**$ 91,499**	**$ 24,508**

Grande Pines

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending July 31, 2024

	Adopted Budget	Prorated Budget Thru 07/31/24	Actual Thru 07/31/24	Variance
Field Expenditures				
Field Management	$ 15,000	$ 12,500	$ 12,500	$ -
Gate Attendants	$ 163,171	$ 149,413	$ 149,413	$ -
Gate Repairs	$ 6,000	$ 5,000	$ 2,551	$ 2,449
Gate Internet, Phone, Cable	$ 3,000	$ 2,500	$ -	$ 2,500
Gate Cameras	$ 1,200	$ 1,000	$ -	$ 1,000
Gate Supplies	$ 1,500	$ 1,250	$ -	$ 1,250
Property Insurance	$ 2,465	$ -	$ -	$ -
Electric	$ 6,900	$ 6,900	$ 13,640	$ (6,740)
Streetlights	$ 60,648	$ 50,540	$ -	$ 50,540
Water & Sewer	$ 21,740	$ 18,117	$ -	$ 18,117
Landscape Maintenance	$ 69,900	$ 58,250	$ 44,004	$ 14,246
Landscape Contingency	$ 1,000	$ 833	$ -	$ 833
Irrigation Repairs	$ 3,000	$ 3,000	$ 3,008	$ (8)
Lake Maintenance	$ 12,035	$ 10,029	$ 8,220	$ 1,809
Pressure Washing	$ 6,000	$ 5,000	$ -	$ 5,000
Sign Maintenance	$ 1,800	$ 1,500	$ -	$ 1,500
Repairs & Maintenance	$ 1,500	$ 1,500	$ 3,006	$ (1,506)
Contingency	$ 2,500	$ 2,500	$ 8,610	$ (6,110)
Total Field Expenditures	**$ 379,359**	**$ 329,832**	**$ 244,953**	**$ 84,880**
Total Expenditures	**$ 512,575**	**$ 445,839**	**$ 336,452**	**$ 109,388**
Excess (Deficiency) of Revenues over Expenditures	$ -		$ (87,770)	
Fund Balance - Beginning	$ -		$ 140,903	
Fund Balance - Ending	$ -		$ 53,132	

Grande Pines

Community Development District

Debt Service Fund Series 2021

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending July 31, 2024

	Adopted Budget	Prorated Budget Thru 07/31/24	Actual Thru 07/31/24	Variance
Revenues				
Assessment - Tax Roll	$ 383,353	$ 383,353	$ 390,182	$ 6,829
Interest	$ -	$ -	$ 17,877	$ 17,877
Total Revenues	**$ 383,353**	**$ 383,353**	**$ 408,059**	**$ 24,706**
Expenditures:				
Series 2021				
Interest - 11/1	$ 120,688	$ 120,688	$ 120,688	$ -
Principal - 5/1	$ 140,000	$ 140,000	$ 140,000	$ -
Interest - 5/1	$ 120,688	$ 120,688	$ 120,688	$ -
Total Expenditures	**$ 381,375**	**$ 381,375**	**$ 381,375**	**$ -**
Other Financing Sources/(Uses)				
Transfer In/(Out)	$ -	$ -	$ (14,787)	$ (14,787)
Total Other Financing Sources/(Uses)	**$ -**	**$ -**	**$ (14,787)**	**$ (14,787)**
Excess (Deficiency) of Revenues over Expenditures	$ 1,978		$ 11,897	
Fund Balance - Beginning	$ 139,717		$ 522,358	
Fund Balance - Ending	$ 141,695		$ 534,255	

Grande Pines

Community Development District

Debt Service Fund Series 2024

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending July 31, 2024

	Adopted Budget	Prorated Budget Thru 07/31/24	Actual Thru 07/31/24	Variance
Revenues				
Interest	$ -	$ -	$ 7,578	$ 7,578
Total Revenues	**$ -**	**$ -**	**$ 7,578**	**$ 7,578**
Expenditures:				
Series 2024				
Interest - 5/1	$ -	$ 34,290	$ 34,290	$ -
Total Expenditures	**$ -**	**$ 34,290**	**$ 34,290**	**$ -**
Other Financing Sources/(Uses)				
Bond Proceeds	$ -	$ -	$ 592,396	$ 592,396
Total Other Financing Sources/(Uses)	**$ -**	**$ -**	**$ 592,396**	**$ 592,396**
Excess (Deficiency) of Revenues over Expenditures	$ -		$ 565,684	
Fund Balance - Beginning	$ -		$ -	
Fund Balance - Ending	$ -		$ 565,684	

Grande Pines

Community Development District

Capital Projects Fund Series 2021

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending July 31, 2024

	Adopted Budget	Prorated Budget Thru 07/31/24	Actual Thru 07/31/24	Variance
Revenues				
Interest	$ -	$ -	$ 25,570	$ 25,570
Total Revenues	**$ -**	**$ -**	**$ 25,570**	**$ 25,570**
Expenditures:				
Capital Outlay	$ -	$ -	$ 732,608	$ (732,608)
Total Expenditures	**$ -**	**$ -**	**$ 732,608**	**$ (732,608)**
Other Financing Sources/(Uses)				
Transfer In/(Out)	$ -	$ -	$ 14,787	$ 14,787
Total Other Financing Sources/(Uses)	**$ -**	**$ -**	**$ 14,787**	**$ 14,787**
Excess (Deficiency) of Revenues over Expenditures	$ -		$ (692,252)	
Fund Balance - Beginning	$ -		$ 708,360	
Fund Balance - Ending	$ -		$ 16,108	

Grande Pines

Community Development District

Capital Projects Fund Series 2024

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending July 31, 2024

	Adopted Budget	Prorated Budget Thru 07/31/24	Actual Thru 07/31/24	Variance
Revenues				
Interest	$ -	$ -	$ 64,328	$ 64,328
Total Revenues	**$ -**	**$ -**	**$ 64,328**	**$ 64,328**
Expenditures:				
Capital Outlay	$ -	$ -	$ 1,764	$ (1,764)
Cost Of Issuance	$ -	$ -	$ 320,875	$ (320,875)
Total Expenditures	**$ -**	**$ -**	**$ 322,639**	**$ (322,639)**
Other Financing Sources/(Uses)				
Bond Proceeds	$ -	$ -	$ 5,172,604	$ 5,172,604
Total Other Financing Sources/(Uses)	**$ -**	**$ -**	**$ 5,172,604**	**$ 5,172,604**
Excess (Deficiency) of Revenues over Expenditures	$ -		$ 4,914,293	
Fund Balance - Beginning	$ -		$ -	
Fund Balance - Ending	$ -		$ 4,914,293	

Grande Pines

Community Development District

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Revenues:													
Assessments - Tax Roll	$ -	$ -	$ 11,810	$ 6,937	$ 27,415	$ 7,686	$ -	$ 188,930	$ 2,331	$ 3,573	$ -	$ -	$ 248,681
Developer Contributions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Revenues	**$ -**	**$ -**	**$ 11,810**	**$ 6,937**	**$ 27,415**	**$ 7,686**	**$ -**	**$ 188,930**	**$ 2,331**	**$ 3,573**	**$ -**	**$ -**	**$ 248,681**
Expenditures:													
Administrative Expenditures													
Supervisor Fees	$ 800	$ -	$ -	$ -	$ 800	$ 600	$ -	$ 600	$ -	$ -	$ -	$ -	$ 2,800
FICA Expense	$ 61	$ -	$ -	$ -	$ 61	$ 46	$ -	$ 46	$ -	$ -	$ -	$ -	$ 214
Engineering	$ -	$ -	$ -	$ -	$ 125	$ -	$ -	$ 125	$ 2,904	$ -	$ -	$ -	$ 3,154
Attorney	$ 3,840	$ 433	$ -	$ 863	$ 1,705	$ 6,721	$ 4,098	$ 1,184	$ 198	$ 144	$ -	$ -	$ 19,184
Arbitrage	$ -	$ -	$ -	$ -	$ -	$ -	$ 450	$ -	$ -	$ -	$ -	$ -	$ 450
Annual Audit	$ -	$ -	$ -	$ -	$ 3,500	$ 1,600	$ -	$ -	$ -	$ -	$ -	$ -	$ 5,100
Dissemination Fees	$ 292	$ 292	$ 292	$ 292	$ 292	$ 292	$ 292	$ 583	$ 583	$ 583	$ -	$ -	$ 3,792
Trustee Fees	$ 2,020	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,020	$ -	$ -	$ -	$ -	$ 4,041
Assessment Administration	$ 5,300	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 5,300
Management Fees	$ 3,246	$ 3,246	$ 3,246	$ 3,246	$ 3,246	$ 3,246	$ 3,246	$ 3,246	$ 3,246	$ 3,246	$ -	$ -	$ 32,463
Information Technology	$ 150	$ 150	$ 150	$ 150	$ 150	$ 150	$ 150	$ 150	$ 150	$ 150	$ -	$ -	$ 1,500
Website Administration	$ 100	$ 100	$ 100	$ 100	$ 100	$ 100	$ 100	$ 100	$ 100	$ 100	$ -	$ -	$ 1,000
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ 5	$ 9	$ 14	$ -	$ 15	$ 56	$ 101	$ 57	$ 5	$ 471	$ -	$ -	$ 733
Insurance	$ 6,076	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 6,076
Printing & Binding	$ -	$ -	$ -	$ -	$ -	$ 6	$ -	$ -	$ -	$ -	$ -	$ -	$ 6
Legal Advertising	$ -	$ -	$ -	$ -	$ -	$ -	$ 4,166	$ 208	$ -	$ -	$ -	$ -	$ 4,374
Other Current Charges	$ 429	$ 39	$ 39	$ 38	$ 49	$ 41	$ 41	$ 103	$ 41	$ 41	$ -	$ -	$ 860
Office Supplies	$ 249	$ 0	$ 26	$ -	$ 0	$ 1	$ 0	$ 0	$ 0	$ 0	$ -	$ -	$ 278
Dues, Licenses & Subscriptions	$ 175	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 175
Total Administrative Expenditure	**$ 22,743**	**$ 4,269**	**$ 3,867**	**$ 4,689**	**$ 10,044**	**$ 12,858**	**$ 12,643**	**$ 8,423**	**$ 7,228**	**$ 4,735**	**$ -**	**$ -**	**$ 91,499**

Grande Pines

Community Development District

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Field Expenditures													
Field Management	$ -	$ -	$ -	$ -	$ -	$ 7,500	$ 1,250	$ 1,250	$ 1,250	$ 1,250	$ -	$ -	$ 12,500
Gate Attendants	$ 10,183	$ 15,470	$ 15,470	$ 15,470	$ 15,470	$ 15,470	$ 15,470	$ 15,470	$ 15,470	$ 15,470	$ -	$ -	$ 149,413
Gate Repairs	$ -	$ -	$ -	$ 256	$ -	$ 168	$ 787	$ 1,095	$ -	$ 245	$ -	$ -	$ 2,551
Gate Internet, Phone, Cable	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Gate Cameras	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Gate Supplies	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Property Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Electric	$ 1,993	$ 1,610	$ 1,610	$ 1,311	$ -	$ 1,343	$ 2,655	$ 192	$ 1,524	$ 1,402	$ -	$ -	$ 13,640
Streetlights	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Water & Sewer	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Landscape Maintenance	$ 3,656	$ 3,656	$ 3,656	$ 4,167	$ 3,656	$ 5,141	$ 6,974	$ 5,766	$ 3,666	$ 3,666	$ -	$ -	$ 44,004
Landscape Contingency	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Irrigation Repairs	$ -	$ -	$ -	$ -	$ -	$ 3,008	$ -	$ -	$ -	$ -	$ -	$ -	$ 3,008
Lake Maintenance	$ 1,260	$ 675	$ 675	$ 675	$ 675	$ 675	$ 675	$ 675	$ 970	$ 1,265	$ -	$ -	$ 8,220
Pressure Washing	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Sign Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repairs & Maintenance	$ -	$ 257	$ 65	$ -	$ 1,851	$ 285	$ -	$ -	$ 548	$ -	$ -	$ -	$ 3,006
Contingency	$ -	$ 4,038	$ 1,335	$ 850	$ -	$ -	$ -	$ -	$ 2,387	$ -	$ -	$ -	$ 8,610
Total Field Expenditures	**$ 17,092**	**$ 25,706**	**$ 22,811**	**$ 22,728**	**$ 21,652**	**$ 33,591**	**$ 27,812**	**$ 24,447**	**$ 25,815**	**$ 23,298**	**$ -**	**$ -**	**$ 244,953**
Total Expenditures	**$ 39,835**	**$ 29,975**	**$ 26,678**	**$ 27,417**	**$ 31,696**	**$ 46,449**	**$ 40,455**	**$ 32,870**	**$ 33,043**	**$ 28,033**	**$ -**	**$ -**	**$ 336,452**
Excess (Deficiency) of Revenues over Expenditures	$ (39,835)	$ (29,975)	$ (14,868)	$ (20,480)	$ (4,281)	$ (38,763)	$ (40,455)	$ 156,059	$ (30,712)	$ (24,460)	$ -	$ -	$ (87,770)

Grande Pines

Community Development District

Long Term Debt Report

Series 2021, Special Assessment Bonds

Interest Rates:	2.50%, 3.20%, 3.75%, 4.00%	
Maturity Date:	5/1/2051	
Reserve Fund Definition	50% of Maximum Annual Debt Service	
Reserve Fund Requirement	$382,500	
Reserve Fund Balance	$382,500	
Bonds Outstanding - 11/1/21		$6,760,000
Less: Principal Payment - 5/1/22		($135,000)
Less: Principal Payment - 5/1/23		($135,000)
Less: Principal Payment - 5/1/24		($140,000)
Current Bonds Outstanding		**$6,350,000**

Series 2024, Special Assessment Bonds

Interest Rates:	4.650%, 5.450%, 5.800%	
Maturity Date:	5/1/2054	
Reserve Fund Definition	50% of Maximum Annual Debt Service	
Reserve Fund Requirement	$399,845	
Reserve Fund Balance	$405,144	
Bonds Outstanding - 11/1/24		$5,765,000
Current Bonds Outstanding		**$5,765,000**

Grande Pines

COMMUNITY DEVELOPMENT DISTRICT

Special Assessment Receipts

Fiscal Year 2024

Gross Assessments	$ 259,924.42	$ 407,822.37	$ 667,746.79
Net Assessments	$ 244,328.95	$ 383,353.03	$ 627,681.98

ON ROLL ASSESSMENTS

							38.93%	61.07%	100.00%
Date	*Distribution*	*Gross Amount*	*Discount/Penalty*	*Commission*	*Interest*	*Net Receipts*	*General Fund*	*2021 Debt Service*	*Total*
12/7/23	11/08-11/15/23	$11,138.40	($445.53)	$0.00	$0.00	$10,692.87	$4,162.26	$6,530.61	$10,692.87
12/14/23	11/16-11/19/23	$3,712.80	($148.51)	$0.00	$0.00	$3,564.29	$1,387.42	$2,176.87	$3,564.29
12/21/23	11/20-11/22/23	$16,336.31	($252.99)	$0.00	$0.00	$16,083.32	$6,260.53	$9,822.79	$16,083.32
01/12/24	11/23-11/28/23	$18,564.00	($742.55)	$0.00	$0.00	$17,821.45	$6,937.11	$10,884.34	$17,821.45
02/16/24	12/2/24	$73,513.42	($2,940.51)	($144.62)	$0.00	$70,428.29	$27,414.63	$43,013.66	$70,428.29
03/15/24	11/28-12/03/23	$16,336.31	($653.45)	$0.00	$0.00	$15,682.86	$6,104.65	$9,578.21	$15,682.86
03/15/24	11/28-12/03/23	$0.00	$0.00	$0.00	$4,061.33	$4,061.33	$1,580.90	$2,480.43	$4,061.33
04/11/24	12/04/23-12/08/23	$28,959.82	($1,158.39)	$0.00	$0.00	$27,801.43	$10,821.87	$16,979.56	$27,801.43
05/15/24	12/9/23-12/31/23	$471,711.02	($14,151.28)	$0.00	$0.00	$457,559.74	$178,107.85	$279,451.89	$457,559.74
06/12/24	1/1/2024-02/15/24	$3,712.80	($74.26)	$0.00	$2,351.06	$5,989.60	$2,331.49	$3,658.11	$5,989.60
07/11/24	7/11/24	$8,910.71	$0.00	$0.00	$267.32	$9,178.03	$3,572.60	$5,605.43	$9,178.03
	TOTAL	**$ 652,895.59**	**$ (20,567.47)**	**$ (144.62)**	**$ 6,679.71**	**$ 638,863.21**	**$ 248,681.31**	**$ 390,181.90**	**$ 638,863.21**

102%	**Net Percent Collected**
0	**Balance Remaining to Collect**

SECTION III

EXHIBIT B

FORM OF REQUISITION 2021 ACQUISITION AND CONSTRUCTION ACCOUNT

Grande Pines Community Development District
Orange County, Florida

U.S. Bank National Association, as Trustee
Orlando, Florida

GRANDE PINES COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2021
(ASSESSMENT AREA ONE)

The undersigned, a Responsible Officer of the Grande Pines Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture between the District and U.S. Bank National Association, as trustee (the "Trustee"), dated as of March 1, 2021, as supplemented by that certain First Supplemental Trust Indenture dated as of March 1, 2021 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture);

(A) Requisition Number; 30

(B) Name of Payee; Poulos & Bennett

(C) Amount Payable; $62.50

(D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments): Invoice # 19-151(52) - Bond Issuance for June 2024

(E) Account from which disbursement to be made: 2021 Acquisition and Construction Account

The undersigned hereby certifies that:

1. obligations in the stated amount set forth above have been incurred by the District;

2. each disbursement set forth above is a proper charge against the Account referenced in "E" above;

3. each disbursement set forth above was incurred in connection with the Cost of the Assessment Area One Capital Improvement Program;

4. each disbursement represents a Cost of the Assessment Area One Capital Improvement Program which has not previously been paid; and

5. the costs set forth in the requisition are reasonable.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

Copies of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested or other similar evidence of proof of payment is on file with the District.

GRANDE PINES COMMUNITY
DEVELOPMENT DISTRICT

By: _____
Responsible Officer

Date: 8/20/24

The undersigned District Engineer hereby certifies that; (i) this disbursement is for the Cost of the Assessment Area One Capital Improvement Program and is consistent with the report of the District Engineer, as such report has been amended or modified; (ii) that the portion of the Assessment Area One Capital Improvement Program improvements being acquired from the proceeds of the 2021 Bonds have been completed in accordance with the plans and specifications therefor; (iii) the Assessment Area One Capital Improvement Program improvements subject to this disbursement are constructed in a sound workmanlike manner and in accordance with industry standards; (iv) the purchase price being paid by the District for the Assessment Area One Capital Improvement Program improvements being acquired pursuant to this disbursement is no more than the lesser of the fair market value of such improvements and the actual Cost of construction of such improvements; and (v) the plans and specifications for the Assessment Area One Capital Improvement Program improvements subject to this disbursement have been approved by all Regulatory Bodies required to approve them.

_____
District Engineer

POULOS & BENNETT

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

RECEIVED
JUL 24 2024
By

Grande Pines CDD
6200 Lee Vista Boulevard, Suite 300
Orlando, FL 32822

Invoice number 19-151(52)
Date 07/15/2024

Project **19-151 GRANDE PINES CDD**

Professional services for the period ending: June 28, 2024

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	14,987.50	14,987.50	0.08	0.00	0.00
.02 MISCELLANEOUS SERVICES	0.00	0.00	6,548.75	6,780.00	0.00		231.25
.03 2020 BOND ISSUANCE	0.00	0.00	25,590.00	25,652.50	0.00		62.50
.99 REIMBURSABLE EXPENSES	0.00	0.00	65.65	65.65	0.00		0.00
Total	15,000.00		47,191.90	47,485.65			293.75

Hourly Tasks:

.02 Miscellaneous Services

	Hours	Rate	Billed Amount
Senior Project Engineer	1.25	185.00	231.25

.03 2020 Bond Issuance

	Hours	Rate	Billed Amount
Executive Team Leader	0.25	250.00	62.50

.02 Miscellaneous Services - June board meeting

.03 2020 Bond Issuance - Sign requisition

Invoice total **293.75**

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
19-151(49)	05/13/2024	63.86			63.86		
19-151(51)	06/11/2024	2,540.00		2,540.00			
	Total	2,603.86	0.00	2,540.00	63.86	0.00	0.00