Shingle Creek at Bronson Community Development District

Agenda

April 6, 2020

# Agenda

# Shingle Creek at Bronson Community Development District

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

March 30, 2020

Board of Supervisors Shingle Creek at Bronson Community Development District

Dear Board Members:

The meeting of the Board of Supervisors of the Shingle Creek at Bronson Community Development District will be held **Monday**, **April 6**, **2020 at 11:00 a.m. at the Oasis Club at ChampionsGate**, **1520 Oasis Club Blvd.**, **ChampionsGate**, **Florida**. **Zoom invite: https://zoom.us/j/651674445**. Following is the advance agenda for the regular meeting:

- 1. Roll Call
- 2. Public Comment Period
- 3. Approval of Minutes of the March 2, 2020 Board of Supervisors Meeting and Acceptance of Minutes of the March 2, 2020 Landowners' Meeting
- 4. Consideration of Professional Engineering Services Agreement with Hamilton Surveying & Engineering, Inc.
- 5. Financing Matters
  - A. Consideration of Revised Engineer's Report
  - B. Consideration of Master Assessment Methodology
  - C. Public Hearing/Public Comment and Testimony on Proposed Levy of Assessment
  - D. Consideration of Resolution 2020-23 Levying Assessments
- 6. Staff Reports
  - A. Attorney
  - B. Engineer
  - C. District Manager's Report
    - i. Balance Sheet and Income Statement
    - ii. Ratification of Funding Request #4
- 7. Other Business
- 8. Supervisor's Requests
- 9. Adjournment

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

The third order of business is the approval of minutes of the March 2, 2020 Board of Supervisors meeting and acceptance of minutes of the March 2, 2020 landowners' meeting. The minutes are enclosed for your review.

The fourth order of business is the consideration of the professional engineering services agreement with Hamilton Surveying & Engineering, Inc. A copy of the agreement is enclosed for your review.

The fifth order of business is the Financing Matters. Section A is the consideration of the revised Engineer's Report and Section B is the consideration of the Master Assessment Methodology Report. Both reports are enclosed for your review. Section C is the public hearing/public comment and testimony on the proposed levy of assessment and Section D is the consideration of Resolution 2020-23 levying assessments. A copy of the Resolution is enclosed for your review.

The sixth order of business is Staff Reports. Section 1 of the District Manager's Report includes the balance sheet and income statement for review and Section 2 includes Funding Request #4 for ratification. The funding request and supporting documentation is enclosed for your review.

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

Sincerely,

George S. Flint

George S. Flint District Manager

Cc: Jan Carpenter, District Counsel David Reid, District Engineer Steve Sanford, Bond Counsel Jon Kessler, Underwriter Stacey Johnson, Trustee

Enclosures

# MINUTES

#### MINUTES OF MEETING SHINGLE CREEK AT BRONSON COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Shingle Creek at Bronson Community Development District was held on Monday, March 2, 2020 at 11:00 a.m. at the Oasis Club at ChampionsGate, 1520 Oasis Club Blvd., ChampionsGate, Florida.

Present and constituting a quorum were:

Adam Morgan	Chairman
Rob Bonin	Vice Chairman
Lance Jackson	Assistant Secretary
Brent Kewley	Assistant Secretary
Also present were:	

George Flint	District Manager
Andrew d'Adesky	District Counsel
David Reid	District Engineer
Alan Scheerer	Field Manager

#### FIRST ORDER OF BUSINESS Roll Call

Mr. Flint called the meeting to order and called the roll at 11:05 a.m. A quorum was present.

#### SECOND ORDER OF BUSINESS Public Comment Period

Mr. Flint: No members of the public are present.

#### THIRD ORDER OF BUSINESSOrganizational Matters

#### A. Administration of Oaths of Office to Newly Elected Supervisors

Mr. Flint: Just prior to the Board meeting, the initial landowners' meeting was held. Five Board Members were elected; Mr. Morgan, Mr. Bonin, Mr. Jackson, Mr. Kewley and Mr. Catanzariti.

*Mr. Flint, a Notary Public of the State of Florida and duly authorized, administered the Oath of Office to Mr. Morgan, Mr. Bonin, Mr. Jackson and Mr. Kewley.* 

Mr. Flint: I will notarize the Oaths. The Form 1: Statement of Financial Interests must be filed within 30 days of today, with the Supervisor of Elections in the County you live in. As a

Board Member, you are subject to the Sunshine and Public Records Laws like City and County Commissioners. If you have any questions, Andrew or I can answer them for you.

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

# B. Consideration of Resolution 2020-18 Canvassing and Certifying the Results of Landowners' Election

Mr. Flint: The Board of Supervisors sits as the Canvassing Board to certify the results of the Landowners' Election, which took place prior to the Board Meeting. As a result of that election, Mr. Morgan received 100 votes, Mr. Bonin received 100 votes, Mr. Jackson received 61 votes, Mr. Kewley received 50 votes and Mr. Catanzariti received 50 votes. Those results will be filled in the resolution included in your agenda. Are there any questions on the resolution?

Mr. Morgan: No.

On MOTION by Mr. Morgan seconded by Mr. Bonin with all in favor Resolution 2020-18 Canvassing and Certifying the Results of the Landowners' Election was adopted.

# C. Election of Officers

# D. Consideration of Resolution 2020-19 Electing Officers

Mr. Flint: After each election, the Board is required to elect officers. Resolution 2020-19 elects a Chair, Vice Chair, Secretary, Assistant Secretaries, Treasurer and Assistant Treasurer. We can take each seat individually, or if the Board wants to elect a slate of officers, you could handle it in one motion. The Chair and Vice Chair must be Board Members. The other officers can be Board Members or non-Board Members. Historically, the District Manager has served as Secretary and the District Accountant served as Treasurer, who is Ariel Lovera. Two Board Members would serve as Chair and Vice Chair and the remaining three Board Members would be Assistant Secretaries, but you are not obligated to follow that.

Mr. Morgan: Sounds good to me.

Mr. Morgan: I would like to elect myself as Chair and Mr. Bonin as Vice Chairman.

Mr. Flint: Would the other three Board Members serve as Assistant Secretaries, me as Secretary and Ariel Lovera as Treasurer?

Mr. Morgan: Correct.

On MOTION by Mr. Morgan seconded by Mr. Bonin with all in favor Resolution 2020-19 Electing Officers as previously nominated was adopted.

# FOURTH ORDER OF BUSINESS

## Approval of Minutes of the February 3, 2020 Meeting

Mr. Flint: The minutes were provided to you in your agenda package. Did the Board have any comments or corrections to those minutes?

Mr. Morgan: They look correct to me.

On MOTION by Mr. Morgan seconded by Mr. Kewley with all in favor the minutes of the February 3, 2020 meeting as presented were approved.

# FIFTH ORDER OF BUSINESS

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

Mr. Flint: The Board previously appointed Hamilton Engineering as the Interim District Engineer and authorized staff to issue a Request for Qualifications (RFQ) for District Engineering Services. We placed a notice in the Orlando Sentinel. As a result, we received one response from Hamilton Engineering. Does the Board want to accept that proposal?

Mr. Morgan: Yes.

On MOTION by Mr. Morgan seconded by Mr. Bonin with all in favor selecting Hamilton Engineering to provide District Engineering Services and authorizing staff to negotiate an agreement was approved.

# SIXTH ORDER OF BUSINESS Public Hearings

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

# A. Rules of Procedure

# i. Consideration of Resolution 2020-20 Adopting the District's Rules of Procedure

Mr. Flint: The form of the rules was provided to the Board at the organizational meeting. Then we advertised the public hearing in accordance with the Statutes for today for final consideration. At this time we will open the public hearing. We will note that no members of the public are present to provide comments, so we will bring it back to the Board. You have Resolution 2020-20 adopting the District's rules, which are attached.

Mr. d'Adesky: These are the standard rules that we provide to every single District. They protect the District and us from certain situations.

Mr. Morgan: I'm reading through it quickly and it doesn't look any different than the others.

Mr. d'Adesky: It's not.

On MOTION by Mr. Morgan seconded by Mr. Kewley with all in favor Resolution 2020-20 Adopting the District's Rules of Procedure was adopted.

# **B.** Uniform Method of Collection

# i. Consideration of Resolution 2020-21 Expressing the District's Intent to Utilize the Uniform Method of Collection

Mr. Flint: The next public hearing is to consider expressing the District's intent to utilize the uniform method of collection, which is the tax bill for the purpose of collecting the District's operation and maintenance (O&M) and debt service assessments. The Board previously authorized us to advertise a public hearing for today's meeting. Four notices were placed in the newspaper four consecutive weeks, as required. For the record, no members of the public are present to provide comments, so we will bring it back to the Board. Are there any questions or comments on the Resolution?

Mr. Morgan: Andrew, is this the same as always?

Mr. d'Adesky: It is the standard resolution allowing us to use the uniform method of collection, which is what we want to be moving towards, because we want to be able to issue tax certificates. It's also a requirement for the bonds because the bondholders want us to use the tax roll, once we are platting lots.

On MOTION by Mr. Morgan seconded by Mr. Kewley with all in favor Resolution 2020-20 Expressing the District's Intent to Utilize the Uniform Method of Collection was adopted.

# C. Fiscal Year 2020 Budget

### i. Consideration of Resolution 2020-22 Adopting the Fiscal Year 2020 Budget and Relating to the Annual Appropriations

Mr. Flint: Next is the budget hearing for consideration of the Fiscal Year 2020 budget. The public hearing is still open. We will note that no members of the public are here to provide comment or testimony. The resolution adopts the Proposed Budget, which is attached as Exhibit A. It contemplates a Developer Funding Agreement during this fiscal year. The total budget is \$70,494. Those expenses are prorated. The developer would only be obligated to pay actual costs of the District, during this period, but up to the budgeted amount.

Mr. Morgan: It looks uniform with the others.

On MOTION by Mr. Morgan seconded by Mr. Kewley with all in favor Resolution 2020-22 Adopting the Fiscal Year 2020 Budget and Relating to the Annual Appropriations was adopted.

Mr. Flint: We will close the public hearings.

### SEVENTH ORDER OF BUSINESS Staff Reports

#### A. Attorney

Mr. Showe: We have two new Board Members. Do you want to go over the basics?

Mr. d'Adesky: Yes. I will send you an informational email, but the biggest issue you need to be aware of is the Sunshine Law. Obviously, we have to conduct everything at public meetings, so you cannot discuss any CDD business outside of a CDD meeting. So just wait until the meeting to discuss contracts. Any of your communications on CDD business can be subject to a public records request, so emails and things like that, is usually something that you want to be cognizant of or maybe separate. If you want to keep them in a folder, that's fine. If you have any questions about whether you can do something, we have been doing this for a long time, and can advise you on that. Other than that, welcome to the Board.

Mr. Flint: One more important item is the forms that I provided to you; the first one is Form 1: Disclosure of Financial Interests. That has to be filed within 30 days of today with the Supervisor of Elections in the county you reside in. That is an obligation as a public official, between you and the State of Florida. The Supervisor of Elections is kind of the gatekeeper for the forms. They actually go to the Commission on Ethics (COE), so it's important that be filed within 30 days of today with the Supervisor of Elections where you live, not where the District is. Then annually,

they will mail you one the first week of June and its due by July 1<sup>st</sup>. That's just an update, annually. The form doesn't really change, but they just require you to refile it, to the extent any of your information changes. There is a grace period after the July 1 deadline, but once that grace period is up, the COE will start fining \$25 per day up to \$1,500.

Mr. d'Adesky: Individually, and that's an individual responsibility.

Mr. Flint: So it's important that those get filed. We had someone with another developer that refused to file it on time and incurred those penalties. So be aware of that. When you leave the Board, we provided you with Form 1F. That gets filed within 60 days of leaving. We will send it to you again once you leave, but that gets filed with the Supervisor of Elections as well. As Board Members, you are entitled to compensation under Chapter 190 of \$200 per meeting. The other developer representatives on the Boards have chosen to waive that compensation. It's up to you whether you waive or accept it. If you accept it, there's a W-4 and I-9 Form that needs to be provided to us. If we don't receive that form, we will assume you are waiving the compensation. That's it. As Andrew said, if you have any questions, feel free to call me. You have my card. My cellphone number is on there. You can call me at any time.

#### i. Engineer

Mr. Flint: Dave, do you have anything?

Mr. Reid: Nothing new today. I appreciate the Board accepting our proposal.

Mr. d'Adesky: George, I had one more item. Right now, we are going through the bond validation process, which is the process by which we validate the maximum amount that we can issue in bonds. We usually never end up issuing that amount. In the case of this District, its \$55 million. We are still waiting on a hearing date. The State Attorney has been on vacation for three weeks and as soon as they return, we should have a hearing date.

Mr. Morgan: Just let me know when that happens.

Mr. d'Adesky: I will everybody know, because it might happen like last time where we had actual testimony.

Mr. Morgan: Right.

Mr. d'Adesky: So, we will see.

#### C. District Manager's Report

i. Balance Sheet and Income Statement

Mr. Flint: You have the Unaudited Financial Statements through January 31<sup>st</sup>. No action is required by the Board. If you have any questions, we can discuss those.

Mr. Morgan: They look good to me.

## ii. Ratification of Funding Request #3

Mr. Flint: You have Funding Request #3 totaling \$3,849.15. Are there any questions? If not, we need a motion to ratify it.

On MOTION by Mr. Morgan seconded by Mr. Kewley with all in favor the Funding Request #3 was approved.

Mr. Flint: Are there any onsite issues, Alan?

Mr. Scheerer: Not yet. We will be working on getting some plans and pricing for ponds, landscaping and any other assets the District will own.

# EIGHTH ORDER OF BUSINESS Other Business

Mr. Flint: Is there any other business that the Board would like to discuss that was not on the agenda? Hearing none,

### NINTH ORDER OF BUSINESS Supervisor's Requests

There being none, the next item followed.

# TENTH ORDER OF BUSINESS Adjournment

On MOTION by Mr. Morgan seconded by Mr. Kewley with all in favor the meeting was adjourned.

Secretary/Assistant Secretary

Chairman/Vice Chairman

#### MINUTES OF MEETING SHINGLE CREEK AT BRONSON COMMUNITY DEVELOPMENT DISTRICT

A Landowners' Meeting of the Shingle Creek at Bronson Community Development District was held on Monday, March 2, 2020 at 11:00 a.m. at the Oasis Club at ChampionsGate, 1520 Oasis Club Blvd., ChampionsGate, Florida.

Present were:

Rob Bonin Adam Morgan Lance Jackson Brent Kewley George Flint Andrew d'Adesky David Reid Alan Scheerer

#### FIRST ORDER OF BUSINESS

Determination of Number of Voting Units Represented

Mr. Flint: I have been provided with a landowner proxy naming Mr. Patrick Bonin, aka, Rob Bonin by Mr. Mark McDonald representing the owner of all of the lands within the boundaries of the District, which re 360.07, which represents 361 authorized votes.

#### SECOND ORDER OF BUSINESS Call to Order

Mr. Flint called the landowners' meeting to order at 11:00 a.m.

### **THIRD ORDER OF BUSINESS**

## Election of a Chairman for the Purpose of Conducting the Landowners' Meeting

Mr. Flint: Mr. Bonin, for purposes of the landowners' meeting, would you designate me Chair to conduct it?

Mr. Bonin: Yes.

### FOURTH ORDER OF BUSINESS

Nominations for the Position of Supervisors (5) Mr. Flint: Mr. Bonin provided me with his ballot nominating Mr. Adam Morgan, Mr. Rob Bonin, Mr. Lance Jackson, Mr. Brent Kewley and Mr. Joe Catanzariti. Are there any other nominations? Hearing none,

### FIFTH ORDER OF BUSINESS Casting of Ballots

Mr. Flint: Mr. Bonin cast 100 votes for Mr. Morgan, Mr. 100 votes for Mr. Bonin, 61 votes for Mr. Jackson, 50 votes for Mr. Kewley and 50 votes for Mr. Joe Catanzariti.

# SIXTH ORDER OF BUSINESS Tabulation of Ballots and Announcement of Results

Mr. Flint: As a result, Mr. Morgan and Mr. Bonin will serve four-year terms and the other three Board Members will serve two-year terms. Are there any questions for the landowner? Mr. Bonin: No.

## SEVENTH ORDER OF BUSINESS Adjournment

The meeting was adjourned at 11:05 a.m.

# SECTION IV

### AGREEMENT BETWEEN THE SHINGLE CREEK AT BRONSON COMMUNITY DEVELOPMENT DISTRICT AND HAMILTON ENGINEERING & SURVEYING, INC. FOR PROFESSIONAL ENGINEERING SERVICES

THIS AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between:

**Shingle Creek at Bronson Community Development District**, a local unit of specialpurpose government established pursuant to Chapter 190, Florida Statutes, and located in Osceola County, Florida (the "District"), with a mailing address of 219 E. Livingston Street, Orlando, Florida 32801; and

Hamilton Engineering & Surveying, Inc., a Florida corporation, with a mailing address of 775 Warner Lane, Orlando, Florida 32803 (the "Engineer").

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

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

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

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

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

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

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

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

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

### Article 1. Scope of Services

- A. The Engineer will provide general engineering services, including:
  - 1. Preparation of any necessary reports and attendance at meetings of the District's Board of Supervisors.
  - 2. Providing professional engineering services including, but not limited to, review and execution of documents under any of the District's Trust Indentures and monitoring of District projects.
  - 3. Any other items requested by the Board of Supervisors.
- B. Engineer shall, when authorized by the Board, provide general services related to construction of any District projects including, but not limited to:
  - 1. Periodic visits to the site, or full-time construction management of District projects, as directed by District.
  - 2. Processing of contractors' pay estimates.
  - 3. Preparation of, and/or assistance with, the preparation of work authorizations, requisitions, change orders and acquisitions for review by the District Manager, District Counsel and the Board.
  - 4. Final inspection and requested certificates for construction including the final certificate of construction.
  - 5. Consultation and advice during construction, including performing all roles and actions required of any construction contract between District and any contractor(s) in which Engineer is named as owner's representative or "Engineer."
  - 6. Any other Activity related to construction as authorized by the Board.
- C. With respect to maintenance of the facilities, Engineer shall render such services as authorized by the Board.

Article 2. Method of Authorization. Each service or project shall be authorized in writing by the District. The written authorization shall be incorporated in a work authorization which shall include the scope of work, compensation, project schedule, and special provisions or conditions specific to the service or project bring authorized ("Work Authorization"). Authorization of services or projects under the contract shall be at the sole option of the District.

Article 3. Compensation. It is understood and agreed that the payment of compensation for services under this contract shall be stipulated in each Work Authorization. One of the following methods will be utilized:

A. Lump Sum Amount – The District and Engineer shall mutually agree to a lump sum amount for the services to be rendered payable monthly in direct proportion to the work accomplished. For any lump-sum or cost-plus-a-fixed-fee professional service contract over the threshold amount provided in Section 287.017 of the Florida Statutes for CATEGORY FOUR, the District shall require the Engineer to execute a truth-innegotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. The price for any lump sum Work Authorization, and any additions thereto, will be adjusted to exclude any significant sums by which the District determines the Work Authorization was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such adjustments must be made within 1 year following the completion of the work contemplated by the lump sum Work Authorization.

B. Hourly Personnel Rates – For services or projects where the scope of services is not clearly defined or recurring services or other projects where the District desires the use of the hourly compensation rates outlined in **Exhibit "A."** The District and Engineer may agree to a "not to exceed" amount when utilizing hourly personnel rates for a specific work authorization.

Article 4. Reimbursable Expenses. Reimbursable expenses consist of actual expenditures made by Engineer, its employees, or its consultants in the interest of the project for the incidental expenses as listed as follows:

A. Expenses of transportation and living when traveling in connection with a project, for long distance phone calls and telegrams, and fees paid for securing approval of authorities having jurisdiction over the project. All expenditures shall be made in accordance with Chapter 112, *Florida Statutes*, and with the District's travel policy.

B. Expense of reproduction, postage and handling of drawings and specifications.

Article 5. Term of Contract. It is understood and agreed that the term of this contract will be from the time of execution of this contract by the parties until terminated in accordance with its terms.

Article 6. Special Consultants. When authorized in writing by the District, additional special consulting services may be utilized by Engineer and paid for on a cost basis.

Article 7. Books and Records. Engineer shall maintain comprehensive books and records relating to any services performed under this Agreement, which shall be retained by Engineer for a period of at least four (4) years from and after completion of any services hereunder, or such further time as required under Florida's public records law. The District, or

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

### Article 8. Ownership of Documents.

A. All rights in and title to all plans, drawings, specifications, ideas, concepts, designs, sketches, models, programs, software, creation, inventions, reports, or other tangible work product originally developed by Engineer pursuant to this Agreement (the "Work Product") shall be and remain the sole and exclusive property of the District when developed and shall be considered work for hire.

B. The Engineer shall deliver all Work Product to the District upon completion thereof unless it is necessary for Engineer in the District's sole discretion, to retain possession for a longer period of time. Upon termination of Engineer's services hereunder, Engineer shall deliver all such Work Product whether complete or not. The District shall have all rights to use any and all Work Product. Engineer shall retain copies of the Work Product for its permanent records, provided the Work Product is not used without the District's prior express written consent. Engineer agrees not to recreate any Work Product contemplated by this Agreement, or portions thereof, which if constructed or otherwise materialized, would be reasonably identifiable with the District. If said work product is used by the District for any purpose other than that purpose which is intended by this Agreement, the District shall indemnify Engineer from any and all claims and liabilities which may result from such re-use, in the event Engineer does not consent to such use.

C. The District exclusively retains all manufacturing rights to all materials or designs developed under this Agreement. To the extent the services performed under this Agreement produce or include copyrightable or patentable materials or designs, such materials or designs are work made for hire for the District as the author, creator, or inventor thereof upon creation, and the District shall have all rights therein including, without limitation, the right of reproduction, with respect to such work. Engineer hereby assigns to the District any and all rights Engineer may have including, without limitation, the ropyright, with respect to such work. The Engineer acknowledges that the District is the motivating factor for, and for the purpose of copyright or patent, has the right to direct and supervise the preparation of such copyrightable or patentable materials or designs.

Article 9. Accounting Records. Records of Engineer pertaining to the services provided hereunder shall be kept on a basis of generally accepted accounting principles and shall be available to the District or its authorized representative for observation or audit at mutually agreeable times.

Article 10. Independent Contractor. Engineer and District agree that Engineer is and shall remain at all times an independent contractor and shall not in any way claim or be

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

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

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

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

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

The District, its officers, supervisors, agents, staff, and representatives shall be named as additional insured parties (except on Professional Liability for Errors and Omissions). The

Engineer shall furnish the District with the Certificate of Insurance evidencing compliance with the requirements of this Article. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the state of Florida.

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

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

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

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

Article 17. Public Records. Engineer understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Engineer agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Engineer acknowledges that the designated public records custodian for the District is George Flint ("Public Records Custodian"). Among other requirements and to the extent applicable by

law, the Engineer 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 the Engineer 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 Engineer's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records that are exempt or confidential and exempt from public records disclosure any duplicate public records that are exempt or confidential and exempt from public records disclosure 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 THE ENGINEER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE ENGINEER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (407) 841-5524, <u>GFLINT@GMSCFL.COM</u>, OR C/O GOVERNMENTAL MANAGEMENT SERVICES - CENTRAL FLORIDA, LLC, 219 E. LIVINGSTON STREET, ORLANDO, FLORIDA 32801.

Article 18. Employment Verification. The Engineer agrees that it shall bear the responsibility for verifying the employment status, under the Immigration Reform and Control Act of 1986, of all persons it employs in the performance of this Agreement.

Article 19. Controlling Law; Jurisdiction and Venue. The Engineer and the District agree that this Agreement shall be controlled and governed by the laws of the State of Florida. Jurisdiction and venue for any proceeding with respect to this Agreement shall be in Osceola County, Florida

Article 20. Notices. All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, transmitted by electronic mail (e-mail) and mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

If to the District:	Shingle Creek at Bronson Community Development District
	219 E. Livingston Street Orlando, Florida 32801

	Atur. District Manager
With a copy to:	Latham, Luna, Eden & Beaudine 111 N. Magnolia Avenue, Suite 1400 Post Office Box 3353; 32802 Orlando, Florida 32801 Attn: Jan A. Carpenter
If to Engineer:	Hamilton Engineering & Surveying, Inc. 775 Warner Lane Orlando, Florida 32803 Attn: David Reid

Attas District Managar

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

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

Article 22. Termination. The District may terminate this Agreement for cause immediately upon notice to Engineer. The District or the Engineer may terminate this Agreement without cause upon thirty (30) days written notice. At such time as the Engineer receives notification of the intent of the District to terminate the contract, the Engineer shall not perform any further services unless directed to do so in writing by the District. In the event of any termination or breach of any kind, the Engineer shall not be entitled to consequential or other damages of any kind (including but not limited to lost profits), but instead the Engineer's sole remedy will be to recover payment for services rendered to the date of the notice of termination, subject to any offsets.

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

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

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

## SHINGLE CREEK AT BRONSON COMMUNITY DEVELOPMENT DISTRICT

Secretary	Chair/Vice Chair, Board of Supervisors
	HAMILTON ENGINEERING & SURVEYING, INC., a Florida corporation
Witness	By:
withess	Its:

**Exhibit A: Hourly Rate** 





# HAMILTON HOURLY FEE SCHEDULE

<u>Staff</u>	Hourly Rate
Principal	\$235
Engineering Senior Project Manager, PE, Senior VP	\$190
Engineering Senior Project Manager, PE, VP	\$170
Business Development, Project Manager, VP	\$150
Survey Director, PLS	\$150
Survey Crew	\$150
Engineering Project Manager, PE	\$130
Survey Senior Project Manager, PLS	\$125
Construction Administration Director	\$120
Survey Senior Project Manager, Crew Coordinator	\$120
IT Director	\$120
Engineering Senior Designer, CADD Manager	\$115
Engineering Senior Designer	\$100
Senior CADD Tech/Project Manager, Eng/Sur	\$100
Engineering Project Engineer, El	\$90
Survey Project Coordinator/QC	\$90
Survey As-Built Coordinator	\$90
Planning & Zoning Project Manager/GIS Specialist	\$90
Proposal Coordinator	\$90
Accounting/Payroll	\$90
Engineering Designer	\$85
CADD Tech, Eng/Sur	\$80
Project Coordinator Permitting	\$80
Office Manager	\$70
Construction Inspector	\$75
Clerical/Administration	\$40

TAMPA OFFICE 3409 W. Lemon Street Tampa, FL 33609-1433 p. 813.250.3535 f. 813.250.3636

> ORLANDO OFFICE 775 Warner Lane Orlando, FL 32803 p. 407.362.5929

## WORK AUTHORIZATION NUMBER 1

\_\_\_\_\_, 2020

Shingle Creek at Bronson Community Development District Osceola County, Florida

# Subject:Work Authorization Number 1Shingle Creek at Bronson Community Development District

Dear Chairman, Board of Supervisors:

Hamilton Engineering & Surveying, Inc., is pleased to submit this work authorization to provide engineering services for the Shingle Creek at Bronson Community Development District. We will provide these services pursuant to our current agreement dated \_\_\_\_\_\_\_, 2020 ("Engineering Agreement") as follows:

#### I. Scope of Work

Shingle Creek at Bronson Community Development District will engage the services of Hamilton Engineering & Surveying, Inc., as Engineer to prepare any necessary reports and attend and participate in meetings of the District's Board of Supervisors as requested by the District.

### II. Fees

Shingle Creek at Bronson Community Development District will compensate Hamilton Engineering & Surveying, Inc., pursuant to the hourly rate schedule contained in the Engineering Agreement in accordance with the terms of the Engineering Agreement. The District will reimburse Hamilton Engineering & Surveying, Inc., all direct costs which include items such as printing, drawings, travel, deliveries, et cetera, pursuant to the Engineering Agreement.

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

Thank you for considering Hamilton Engineering & Surveying, Inc. We look forward to working with you.

Sincerely,

David Reid, P.E. Hamilton Engineering & Surveying, Inc.

APPROVED AND ACCEPTED

By: \_\_\_\_\_\_Authorized Representative of Shingle Creek at Bronson Community Development District

Date: \_\_\_\_\_

# ${\sf S}{\sf E}{\sf C}{\sf T}{\sf I}{\sf O}{\sf N}\;{\sf V}$

# SECTION A





# Shingle Creek at Bronson Community Development District

# **Engineer's Report**

December 24, 2019

Prepared For: The Board of Supervisors Shingle Creek at Bronson Community Development District Osceola County, Florida

> TAMPA OFFICE 3409 W. Lemon Street Tampa, FL 33609-1433 p. 813.250.3535 f. 813.250.3636

> > ORLANDO OFFICE 775 Warner Lane Orlando, FL 32803 p. 407.362.5929

WWW.HAMILTONENGINEERING.US

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Exhibit 2	District Boundaries
Exhibits 2A	Legal Descriptions
Exhibit 3	Future land Use Map
Exhibit 4	Aerial Map
Exhibit 5	Utilities
Exhibit 6	Development Plan

# Shingle Creek at Bronson Community Development District

# **Engineer's Report**

#### **1.0 Introduction**

Shingle Creek at Bronson (the "Development") is a 360.07 acres single-family residential development located within unincorporated Osceola County. It is located adjacent to the east boundary of the Storey Lake development at the terminus of Nature's Ridge Drive, east of US Highway 192 and south of Osceola Parkway in Sections 6 and 7, Township 25S, Range 29E. The Development is accessed from Nature's Ridge Drive through the Storey Lake development to the west, and Babb Road to the south.

The Development is being developed by Lennar Homes, LLC (the "Master Developer") and is approved for 567 attached and detached residential units. Table 1 on the following page identifies the overall development program for the project.

The Shingle Creek at Bronson Community Development District (the "District") has been established for the purposes of financing the acquisition and/or construction of certain public infrastructure necessary for funding and to support the orderly development of the District (see Exhibit 1).

#### 2.0 Purpose

The purpose of this report is to generally describe the public infrastructure improvements that may be funded by the District in one or more series of bonds/notes and provide an estimate of the engineer's opinion of probable costs for those improvements. Such improvements are necessary for the Development (herein the "Project").

The total acreage contemplated for the District is 360.07 acres, and the boundaries are coterminous with the boundaries of the Development.

#### 3.0 Land Use and Zoning

The existing zoning of the property is Commercial Tourist (CT) and the Land Use is Tourist Commercial (TC). This type of zoning and land use allows for single-family residential development and short-term rental as a permitted use. The overall Development will include a mix of permanent residents and short-term rental singlefamily units, with a minimum of 250 permanent residents. A recreational amenity is anticipated to be constructed by the District to serve the Development. Such recreational amenity will be available for use by the general public.

#### 4.0 Existing Conditions

The Development is surrounded by Shingle Creek on three sides, with most of the site lying within the 100yr flood plain in Zone AE. The engineering design requires the developed area of the site to be filled to remove it from the flood plain. Fill for the Project will be obtained from large on-site stormwater detention ponds. No costs of transporting the fill or use to or for the private lots will be funded by the District. Other areas of the site will be excavated to provide compensating storage to balance the fill placed within the flood prone areas (see Exhibit 4 Aerial Map).

There are approximately 151.25 acres of preserved wetlands (see Table 1).

#### 5.0 Infrastructure Improvements

The District intends to finance and/or acquire the Project which will consist of certain public infrastructure improvements that will benefit the Development. Some of the infrastructure financed by the District will be transferred to other local governments or public entities for ownership, operation and maintenance as applicable pursuant to the service provided. This section of the report details the Infrastructure improvements that may be financed and constructed by the District.

#### 5.1 Site Work and Drainage

The Project sitework, grading and drainage improvements include grading necessary for constructing the secondary drainage conveyance systems consisting of curbs, gutters, inlets and culverts to convey the stormwater runoff to the proposed stormwater detention ponds. Only the grading and stabilization necessary to provide positive drainage for these conveyance systems within the roadway rights of way will be funded by the District. Individual lot filling, grading and retaining walls will be funded by the Master Developer or by other private funding sources.

Table 1 - Development Program							
Phase	Description	Land	Dev. Area	Residential Single Family		Residential Single Family	
Fliase	Description	Use	se (acres)	40-ft	50-ft	THs	Total Units
1	Residential	тс	29.33	20	44	48	112
2	Residential	тс	79.83	43	88	72	203
3	Residential	тс	99.66	56	104	92	252
Sub-Totals		<b>i</b>	208.82	119	236	212	567
	Preserved Wetlands (ac)		151.25				
Total			360.07				
TC = Tourist Commercial THs = Townhomes							

#### 5.2 Roadway Improvements

The Development public roadway access will connect to Nature's Ridge Drive on the west side of Shingle Creek. Roadway improvements consist of the construction of 2-lane collector and local roadways within the Development. There are approximately 3,100 linear feet of collector road (Nature's Ridge Drive) connecting Phases 1 and 2 of the Development to the west and Babb Road to the south. Nature's Ridge Drive is a public collector roadway. All other internal Development roadways are planned to be private, gated roads, and will be constructed to Osceola County standards and specifications. All such private roadways will be funded by the Master Developer or other private funding sources.

The structural portion of the private roadways including the pavement base and asphalt, signing and striping, sidewalks, and landscaping will be funded by the Master Developer or other private funding sources.

Improvements funded by the District may consist of roadway stabilization necessary for the drainage system including curb and gutters, inlets and culverts, and water and sewer utilities within the roadway rights-of-way.

#### 5.3 Stormwater Management

The primary stormwater management system includes the acquisition and/or construction of the stormwater management ponds, culverts, control structures, and outfall swales. The stormwater management ponds within the Project include seven (7) wet detention ponds. Stormwater runoff will be routed to the detention ponds for water quality treatment and peak storm attenuation. Discharge of stormwater from the wet detention ponds will be through permitted control structures and spreader swales.

#### 5.4 Utilities

The water main system includes mains, laterals, fittings, valves, and fire hydrants connecting to the existing Toho Water Authority (TWA) water main along Nature's Ridge Drive.

The reclaimed water main system includes reclaimed water mains, laterals, fittings, valves, and service tees for irrigation of the landscaping along the main entrance drive up to the gates connecting to the TWA system.

The sanitary sewer system includes gravity sanitary sewer mains and manholes, as well as three (3) lift stations and the force main necessary to connect to the existing TWA off-site force main system along Nature's Ridge Drive (see Exhibit 5).

The District is within the TWA service area and the utilities will be designed to TWA standards. Upon clearance for use and acceptance by TWA, the District intends to convey these utilities to TWA for ownership, operation and maintenance.

The District is also within the service areas of Florida Gas Transmission, Kissimmee Utility Authority, and CenturyLink. These utility providers will provide gas, electric power, telephone, and cable services to the District within the District roadway corridors and will be operated and maintained by such utility providers. These utility costs will be funded by the Master Developer or by other private funding sources. District funds will not be used for private utilities construction within any homesites in the Project.

#### 5.5 Amenity

Phase 2A of the Project is anticipated to include a recreational amenity. Public access to this amenity would be from Nature's Ridge Drive. Construction of the amenity may be financed by the District and in such case will be available to the general public. A line item is included in the Engineer's Estimate of Probable Construction Costs for this amenity.

#### 5.6 Landscaping and Hardscape

Landscaping and hardscaping include landscaping within the Nature's Ridge Drive right-of-way. There are no perimeter District boundary buffers as the Development is surrounded by natural wetland buffers.

Entry features to the District consisting of landscaping and hardscape will be constructed within the public access roadway and landscape parcels.

able 2 Fatimate of Tatal Drabable Cost

#### 6.0 Estimate of Probable Construction Cost

Table 2 below summarizes the engineer's opinion of the estimate of total probable construction costs for the District financed components of the Project. These estimates are based on the engineer's understanding of the proposed development program and District activities, and recent experience with construction costs in the vicinity. They are an opinion only. Future events may occur (including existing conditions, construction means, methods, and materials; changes in regulatory criteria; market demands; development program changes; etc.) which could alter these estimates significantly.

The total estimated opinion of probable construction cost for the Project Phase 1 Improvements is \$5,959,844. The total estimated Project Phases 2-4 costs are \$33,519,376. The total estimated opinion of probable construction costs for the Project is \$39,479,220. These costs are categorized in Table 2 below.

Table 2 Estimate of Total Probable Costs					
ltem	Description	Phase 1 2019-2021	Phases 2-4 2021-2026	Total Estimated Budget	
1	Earthwork, Stormwater Management Ponds & Erosion Control	\$1,750,000	\$3,250,000	\$5,000,000	
2	Roads <sup>1</sup>	\$360,000	\$1,440,000	\$1,800,000	
3	Storm Drainage	\$340,000	\$1,360,000	\$1,700,000	
4	Potable Water	\$300,000	\$1,200,000	\$1,500,000	
5	Sanitary Sewer	\$805,000	\$1,495,000	\$2,300,000	
6	Reclaimed Water	\$75,000	\$175,000	\$250,000	
7	Landscaping, Sod for Ponds and Erosion Control	\$180,000	\$720,000	\$900,000	
8	Hardscape Features	\$40,000	\$60,000	\$100,000	
9	Offsite Roadway and Utility Improvements	\$0	\$0	\$0	
10	Prof Fees - Eng Design, Permitting, Surveying, Testing & Inspection <sup>2</sup>	\$900,000	\$2,100,000	\$3,000,000	
11	Water and Sewer Utility Connection and Impact Fees <sup>3</sup>	\$668,040	\$2,672,160	\$3,340,200	
12	Amenity	\$0	\$16,000,000	\$16,000,000	
	Sub-Total	\$5,418,040	\$30,472,160	\$35,890,200	
	Contingency	\$541,804	\$3,047,216	\$3,589,020	
	Total	\$5,959,844	\$33,519,376	\$39,479,220	

1. All roadway improvements will be open to the public and will be built in public rights-of-way.

2. Only fees relating to the District's Project are included.

3. Fees paid upfront to TWA by the Master Developer on behalf of the District.

#### 7.0 Ownership and Maintenance Authority

Table 3 below lists the Project infrastructure and the future ownership and maintenance authority.

Table 3 – District Project Maintenance and Ownership				
Item No.	Infrastructure	Financed By	Maintenance	Ownership
1	Public Roads	District	Osceola County	Osceola County
2	Stormwater Ponds	District	District	District
3	Street Drainage System	District	District	District
4	Utilities – Water and Sanitary Sewer	District	TWA	TWA
5	Landscape and Irrigation	District	District	District
6.	Amenity	District	District	District

#### 8.0 Status of Permits and Approvals

Phase 1 plans of the Project have been permitted by Osceola County, TWA, the Florida Department of Environmental Protection, and the South Florida Water Management District. Phase 2 and 3 plans of the Project have been submitted for permitting. All permits/approvals necessary for construction have been obtained or are expected to be obtained in the ordinary course of development. All permits for operation and maintenance will be obtained and transferred to the District or other public agencies.

#### 9.0 Conclusion and Engineer's Opinion

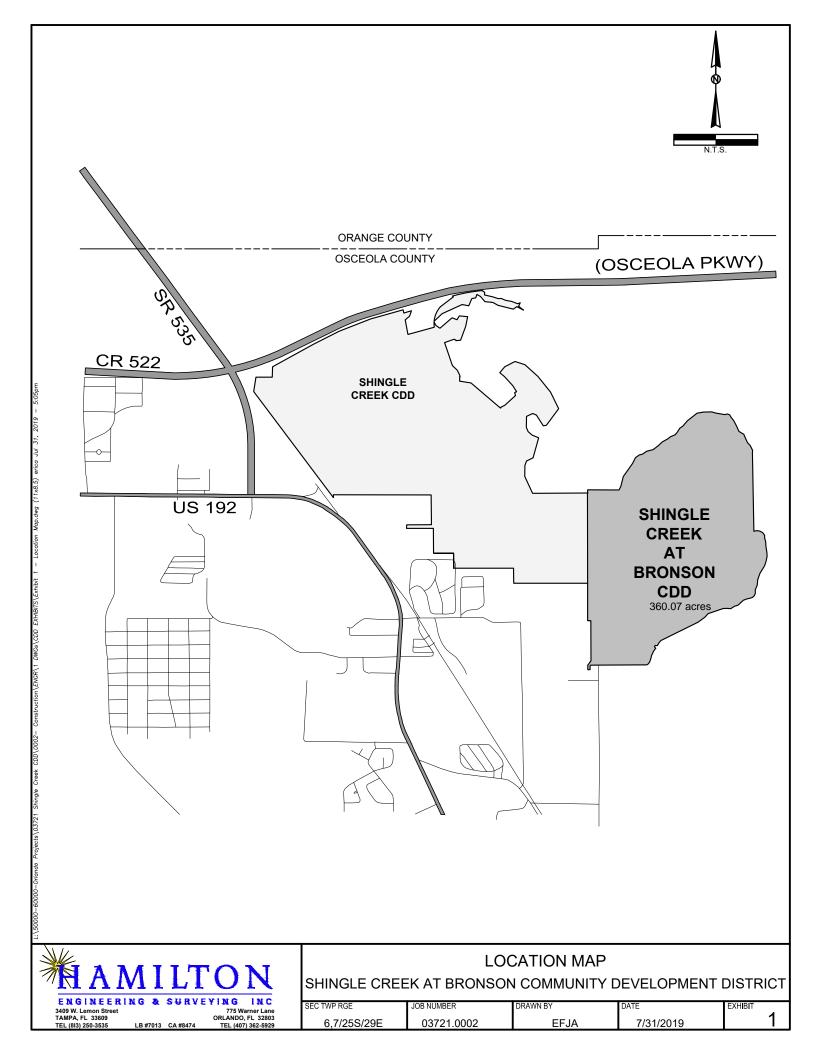
It is our opinion that the costs to complete the Project infrastructure improvements as described in this report are reasonable and that these infrastructure improvements will benefit and add value to the lands within the District in excess of the costs of such improvements, and these infrastructure costs are for public improvements or community facilities as set forth in Section 190.012(1) and (2) of the Florida Statutes.

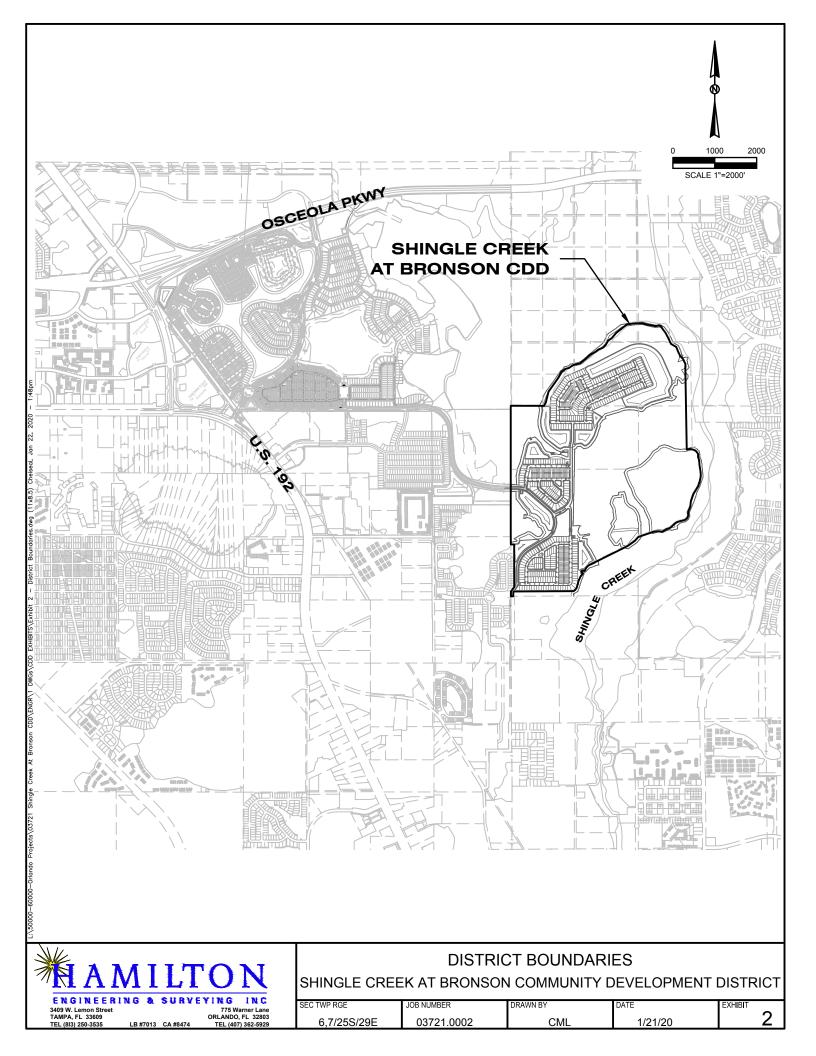
The estimate of probable cost of the listed improvements is only an estimate and not a guaranteed maximum price and is only for those District funded portions of the Project. It is not intended as an estimate of the total cost to construct all private and public improvements for the Development. The estimated cost is based on contract prices and current construction costs for similar public work in Osceola County as may be applied to this development. Due to material cost fluctuations and differences in contractor bids at the time the Project may be constructed, the final cost may be more or less than this estimate. Changes in the scope of work or final construction plans may also result in changes to the estimated construction cost. All infrastructure purchased by the District will be the lower of actual cost or fair market value.

As long as the development remains consistent with the approved construction plans, it is my opinion that the proposed infrastructure improvements can be completed within the estimate of probable cost for those portions of the Project.

David A. Reid, PE Florida PE License #38794

Hamilton Engineering & Surveying, Inc. Eng. Business Certificate of Authorization No. 8474





#### SHINGLE CREEK AT BRONSON CDD – LEGAL DESCRIPTION

#### PARCEL 1:

THAT PORTION OF LOTS 13, 20, 35 THROUGH 46, 50, 55 THROUGH 58 AND 63, MCKOY LAND COMPANY, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 69, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, AND THAT PORTION OF SECTION 6, TOWNSHIP 25 SOUTH, RANGE 29 EAST LYING WEST OF SHINGLE CREEK AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PORTION OF SECTION 6, TOWNSHIP 25 SOUTH, RANGE 29 EAST, LESS THE NORTHWEST 1/4 THEREOF, ALL LYING WEST OF THE CENTERLINE OF SHINGLE CREEK, OSCEOLA COUNTY, FLORIDA, LESS THE RIGHT-OF-WAY FOR OSCEOLA PARKWAY AND SUBJECT TO FLORIDA GAS TRANSMISSION EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 220, PAGE 727, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA AND LESS THAT PORTION LYING NORTH OF OSCEOLA PARKWAY.

#### PARCEL 2:

A PORTION OF SECTION 7, TOWNSHIP 25 SOUTH, RANGE 29 EAST, LESS THE SOUTH 1/2 OF THE SOUTH 1/2, ALL LYING WEST OF THE CENTERLINE OF SHINGLE CREEK, OSCEOLA COUNTY, FLORIDA; LESS THE WEST 70.00 FEET OF THE SOUTH 1081.1 FEET TO THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 25 SOUTH, RANGE 29 EAST, OSCEOLA COUNTY, FLORIDA.

#### PARCEL 3:

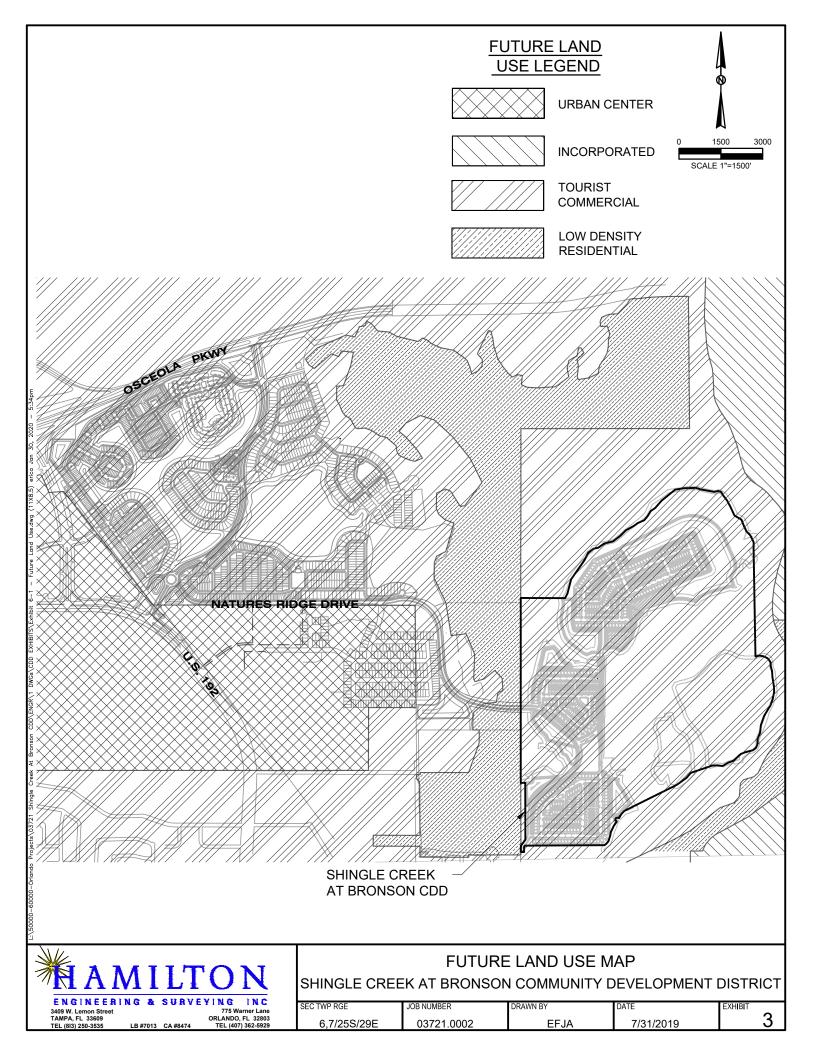
A PORTION OF THE WEST 70.00 FEET OF THE SOUTH 1081.1 FEET TO THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 25 SOUTH, RANGE 29 EAST, OSCEOLA COUNTY, FLORIDA (THE "PARENT TRACT") MORE PARTICULARLY DESCRIBED AS FOLLOWS:

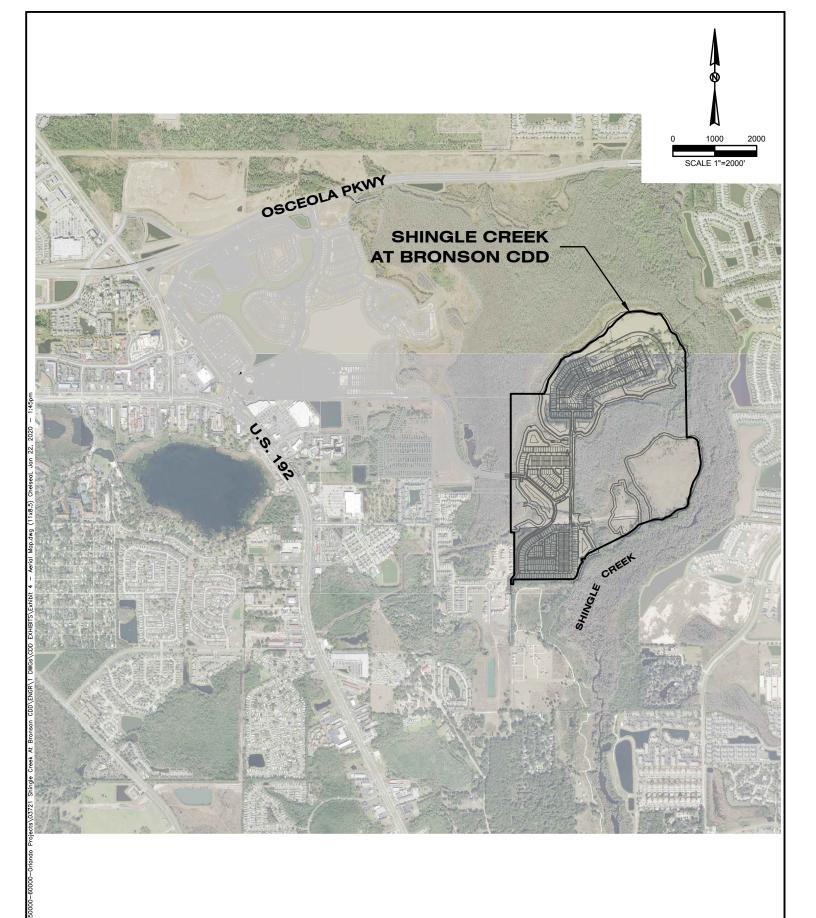
BEGIN AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SAID SECTION 7, THENCE RUN NORTH 00 DEGREES 01 MINUTES 06 SECONDS EAST ALONG THE WEST LINE OF SECTION 7, A DISTANCE OF 100.00 FEET TO A POINT; THENCE RUN NORTH 45 DEGREES 00 MINUTES 00 SECONDS EAST TO A POINT 70.00 FEET MORE OR LESS, EAST OF THE WEST LINE OF SAID SECTION 7, BEING THE EAST LINE OF THE "PARENT TRACT"; THENCE RUN SOUTHERLY ALONG THE EAST LINE OF THE "PARENT TRACT" 194.5 FEET, MORE OR LESS TO THE SOUTHEAST CORNER OF THE "PARENT TRACT", THENCE RUN WESTERLY ALONG THE SOUTH LINE OF THE "PARENT TRACT" TO THE POINT OF BEGINNING.

LESS AND EXCEPT THEREFROM LANDS DESCRIBED IN AND CONVEYED TO OSCEOLA COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA IN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 4623, PAGE 1214, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA (attached as EXHIBIT "A").

TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF THE ABOVE DESCRIBED PARCEL AS CREATED BY AND SET FORTH IN THAT CERTAIN FENCE CONSTRUCTION AND MAINTENANCE EASEMENT BY AND BETWEEN OSCEOLA COUNTY, FLORIDA, AND OSCEOLA DEVELOPMENT TRUST DATED APRIL 19, 2004 RECORDED IN OFFICIAL RECORDS BOOK 4623, PAGE 1231, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.

Total Land Area 360.07 Acres More or Less.

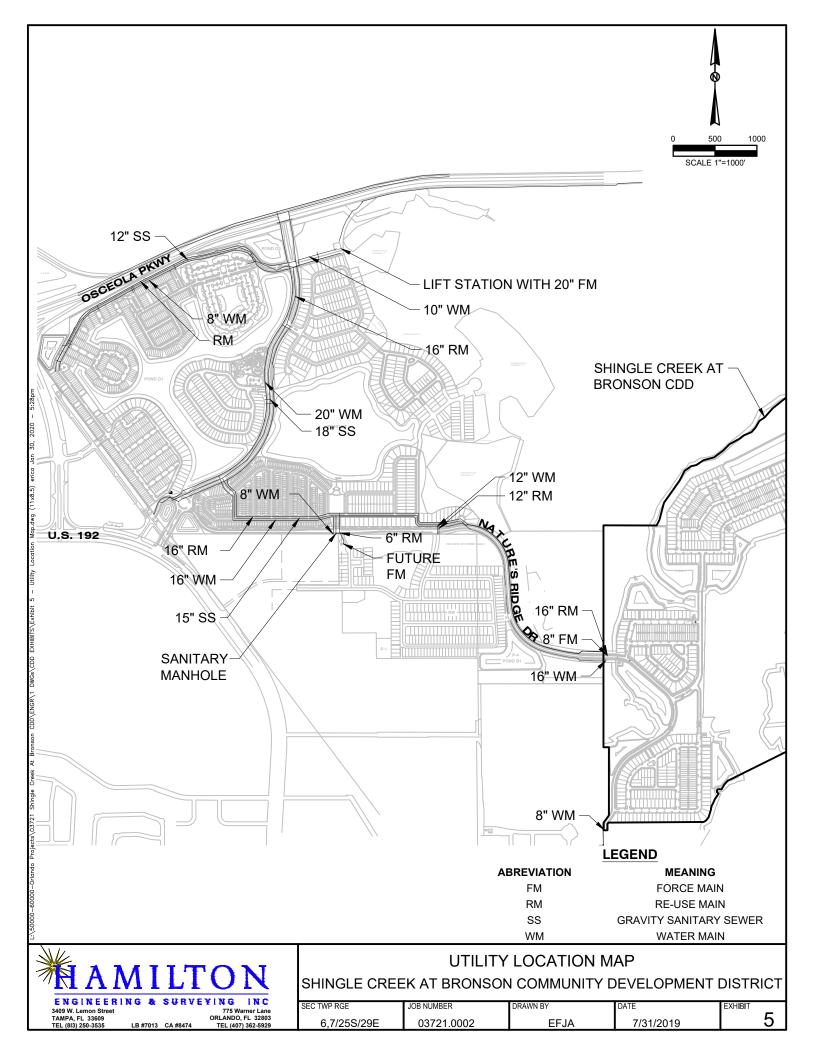


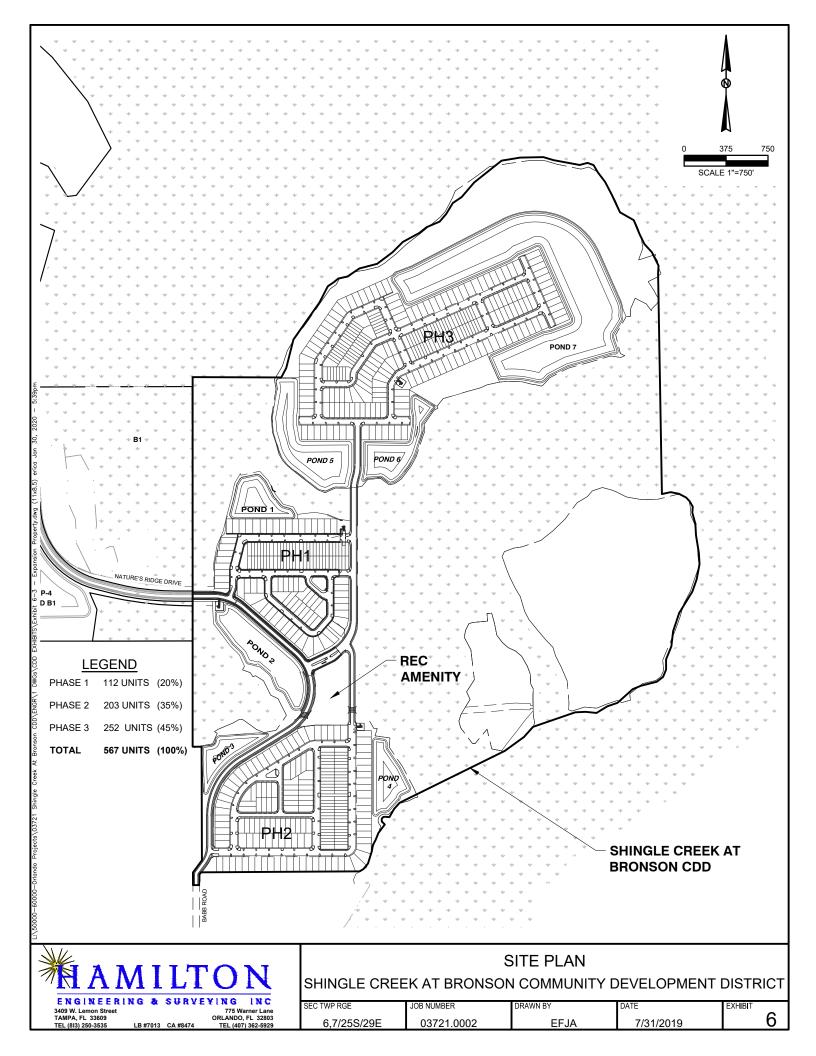




#### AERIAL MAP SHINGLE CREEK AT BRONSON COMMUNITY DEVELOPMENT DISTRICT

- [	SEC TWP RGE	JOB NUMBER	DRAWN BY	DATE	EXHIBIT
	6,7/25S/29E	03721.0002	CML	1/21/20	4





## SECTION B

#### MASTER

#### ASSESSMENT METHODOLOGY

FOR

#### SHINGLE CREEK AT BRONSON

COMMUNITY DEVELOPMENT DISTRICT

Date: February 3, 2020

Prepared by

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

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

#### 1.0 Introduction

The Shingle Creek at Bronson Community Development District (the "District") is a local unit of special-purpose government organized and existing under Chapter 190, Florida Statutes as amended. The District anticipates the issuance of not to exceed \$55,000,000 of special assessment bonds in one or more series (the "Bonds") for the purpose of financing certain public infrastructure improvements ("Capital Improvement Plan") within the District more specifically described in the Engineer's Report dated December 24, 2019 prepared by Hamilton Engineering & Surveying, as may be amended and supplemented from time to time (the "Engineer's Report"). The District anticipates the construction of all or a portion of the Capital Improvement Plan that benefit property owners within the within the boundaries of the District.

#### 1.1 Purpose

This Master Assessment Methodology (the "Assessment Report") provides for an assessment methodology that allocates the debt to be incurred by the District to benefiting properties within the District. This Assessment Report allocates the debt to properties based on the special benefits each receives from the Capital Improvement Plan. This Assessment Report will be supplemented with one or more supplemental methodology reports to reflect the actual terms and conditions at the time of the issuance of each series of Bonds issued to finance all or a portion of the Capital Improvement Plan. This Assessment Report is designed to conform to the requirements of Chapters 190 and 170, Florida Statutes with respect to special assessments and is consistent with our understanding of case law on this subject.

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

#### 1.2 Background

The District currently includes approximately 360 acres within Osceola County, Florida. The development program for the District currently envisions approximately 567 residential units. The proposed development program is depicted in Table 1. It is recognized that such land use plan may change, and this Assessment Report will be modified or supplemented accordingly. The public improvements contemplated by the District in the Capital Improvement Plan will provide facilities that benefit certain property within the District. Specifically, the District will construct and/or acquire certain earthwork, stormwater management ponds, erosion control, roads, storm drainage, potable water, sanitary sewer, reclaimed water, landscaping, irrigation, sod for ponds/erosion control, hardscape features, offsite improvements, water and sewer utility connection and impact fees, and clubhouse and amenity facilities. The acquisition and construction costs are summarized in Table 2.

The assessment methodology is a four-step process.

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

#### 1.3 Special Benefits and General Benefits

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

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

There is no doubt that the general public and property owners outside of the District will benefit from the provision of the Capital Improvement Plan.

However, these benefits will be incidental for the purpose of the Capital Improvement Plan, which is designed solely to meet the needs of property within the District. The property owners within the District are therefore receiving special benefits not received by those outside the District's boundaries.

#### 1.4 Requirements of a Valid Assessment Methodology

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

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

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

#### 1.5 Special Benefits Exceed the Costs Allocated

The special benefits provided to the property owners within the District will be equal to or greater than the costs associated with providing these benefits. The District Engineer estimates that the District's Capital Improvement Plan that is necessary to support full development of property within the District will cost approximately \$39,479,220. The District's Underwriter projects that financing costs required to fund the Capital Improvement Plan costs, the cost of issuance of the Bonds, the funding of a debt service reserve account and capitalized interest, will be approximately \$55,000,000. Without the Capital Improvement Plan, the property within the District would not be able to be developed and occupied by future residents of the community.

#### 2.0 Assessment Methodology

#### 2.1 Overview

The District anticipates issuing approximately \$55,000,000 in Bonds in one or more series to fund the District's entire Capital Improvement Plan, provide for capitalized interest, a debt service reserve account and pay cost of issuance. It is the purpose of this Assessment Report to allocate the \$55,000,000 in debt to the properties within the District benefiting from the Capital Improvement Plan. This Assessment Report will be supplemented to reflect actual bond terms.

Table 1 identifies the land uses as identified by the Developer within the District. The District has commissioned an Engineer's Report that includes estimated construction costs for the Capital Improvement Plan needed to support the development, which these construction costs are outlined in Table 2. The improvements needed to support the development within the District are described in detail in the Engineer's Report and are estimated to cost \$39,479,220. Based on the estimated costs, the size of the bond issue under current market conditions needed to generate funds to pay for the Capital Improvement Plan and related costs was determined by the District's Underwriter to total approximately \$55,000,000. Table 3 shows the breakdown of the bond sizing.

#### 2.2 Allocation of Debt

Allocation of debt is a continuous process until the development plan for the District is completed. Until the platting process occurs, the Capital Improvement Plan funded by District bonds benefits all acres within the District.

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

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

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

#### 2.3 Allocation of Benefit

The Capital Improvement Plan consists of certain earthwork, stormwater management ponds, erosion control, roads, storm drainage, potable water, sanitary sewer, reclaimed water, landscaping, irrigation, sod for ponds/erosion control, hardscape features, offsite improvements, water and sewer utility connection and impact fees, and clubhouse and amenity facilities. There are <u>three</u> product types within the planned development within the District. The single family 50' home has been set as the base unit and has been assigned one equivalent residential unit ("ERU"). Table 4 shows the allocation of benefit to that particular land use. It is important to note that the benefit derived from the improvements on those particular units exceeds the cost that the units will be paying for such benefits.

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

Construction and/or acquisition by the District of its proposed Capital Improvement Plan will provide several types of systems, facilities and services for its residents. These include certain earthwork, stormwater management ponds, erosion control, roads, storm drainage, potable water, sanitary sewer, reclaimed water, landscaping, irrigation, sod for ponds/erosion control, hardscape features, offsite improvements, water and sewer utility connection and impact fees, and clubhouse and amenity facilities. These improvements accrue in differing amounts and are somewhat dependent on the type of land use receiving the special benefits peculiar to those properties, which flow from the logical relationship of the improvements to the properties.

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

For the provision of the Capital Improvement Plan, the special and peculiar benefits are:

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

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

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

A reasonable estimate of the proportion of special and peculiar benefits received from the public improvements described in the Engineer's Report is delineated in Table 5 (expressed as Allocation of Par Debt per Product Type). This is also shown on Table 7 depicting Allocation of Par Debt per Product Type.

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

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

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

#### 3.0 True Up Mechanism

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

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

#### 4.0 Assessment Roll

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

TABLE 1 SHINGLE CREEK AT BRONSON COMMUNITY DEVELOPMENT DISTRICT DEVELOPMENT PROGRAM MASTER ASEFSSMENT METHODIOLOGY

				I OLAL ASSESSIDIE		
Land Use	Phase 1	Phase 1 Phase 2 Phase 3	Phase 3	Units*	ERUs per Unit (1)	Total ERUs
Single Family - Townhome	48	72	92	212	0.75	159
Single Family - 40'	20	43	56	119	0.80	95
Single Family - 50'	44	88	104	236	1.00	236
Total Units				567		490

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

 $^{st}$  Unit mix is subject to change based on marketing and other factors

SHINGLE CREEK AT BRONSON COMMUNITY DEVELOPMENT DISTRICT CAPITAL IMPROVEMENT PLAN COST ESTIMATES MASTER ASSESSMENT METHODOLOGY **TABLE 2** 

Capital Improvement Plan ("CIP") (1)		Dhaca 1		Charo C and C		E
				C DIE 7 CACELL		IOLAIS
Earthwork, Clearing, Stormwater Management Ponds, Erosion Control	Ŷ	1,750,000	Ŷ	3,250,000	Ś	5,000,000
Roads	ᡐ	360,000	Ŷ	1,440,000	Ŷ	1,800,000
Storm Drainage	Ś	340,000	Ŷ	1,360,000	Ś	1,700,000
Potable Water \$	Ŷ	300,000	Ş	1,200,000	Ś	1,500,000
Sanitary Sewer	Ŷ	805,000	Ś	1,495,000	Ś	2,300,000
Reclaimed Water	ጭ	75,000	ᡐ	175,000	ŝ	250,000
Landscaping, Irrigation, Sod for Ponds and Erosion Control	Ś	180,000	Ŷ	720,000	ŝ	900,000
Hardscape Features	ᡐ	40,000	Ś	60,000	Ś	100,000
Professional Fees	᠕	900'006	ŝ	2,100,000	Ś	3,000,000
Water and Sewer Utility Connection and Impact Fees	Ŷ	668,040	Ŷ	2,672,160	ŝ	3,340,200
Clubhouse and Recreaton Amenity \$	ŝ	ð	ጭ	16,000,000	ŝ	16,000,000
Contingencies	Ś	541,804	Ŷ	3,047,216	ŝ	3,589,020
\$	ŝ	\$ 5,959,844 \$	ŝ	33,519,376	Ś	\$ 39,479,220

(1) A detailed description of these improvements is provided in the Engineer's Report dated December 24, 2019.

TABLE 3		
SHINGLE CREEK AT BRONSON COMMUNITY DEVELOPMENT DISTRICT		
BOND SIZING		
MASTER ASSESSMENT METHODOLOGY		
Description		Total
Construction Funds	s	39,479,220
Debt Service Reserve	Ş	3,995,690
Capitalized Interest	Ŷ	8,250,000
Underwriters Discount	Ŷ	1,100,000
Cost of Issuance	Ŷ	750,000
Contingency	Ŷ	1,425,090
Par Amount*	v	
	2	000'000'00
Bond Assumptions:		
Interact Data		1000 0

Interest Rate	7000 9
	0/00/0
Amortization	30 years
Capitalized Interest	30 months
Debt Service Reserve	Max Annual
Underwriters Discount	%6
	2

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

TABLE 4						
SHINGLE CREEK AT BRONSON COMMUNITY DEVELOPMENT DISTRICT	ON COMMUNITY	DEVELOPMEI	NT DISTRICT			
ALLOCATION OF IMPROVEMENT COSTS	MENT COSTS					
MASTER ASSESSMENT METHODOLOGY	rhodology					
				% of Total	Total Improvements	Improvement Costs
Land Use	No. of Units *	ERU Factor Total ERUs	Total ERUs	ERUs	Costs Per Product Type	Per Unit
Single Family - Townhome	212	0.75	159	32,44%	\$ 12,805,377	\$ 60,403
Single Family - 40'	119	0.80	95	19.42%	\$ 7,667,119	\$ 64.430
Single Family - 50'	236	1.00	236	48.14%	\$ 19,006,724	\$ 80,537
Totals	567		490	100.00% \$	\$ 39,479,220	

 $^{st}$  Unit mix is subject to change based on marketing and other factors

TABLE 5 SHINGLE CREEK AT BRONSON COMMUNITY DEVELOPMENT DISTRICT ALLOCATION OF TOTAL PAR DEBT TO EACH PRODUCT TYPE MASTER ASSESSMENT METHODOLOGY	COMMUNITY DEVEL BT TO EACH PRODU	.OPMENT JCT TYPE	DISTRICT		
		Total Imp	Total Improvements	Allocation of Par	
		Costs Pe	Costs Per Product	Debt Per Product	
Land Use	No. of Units *	F	Type	Type	Par Debt Per Unit
Single Family - Townhome	212	Ś	12,805,377	\$ 17,839,657	Ś 84.149
Single Family - 40'	119	Ŷ	7,667,119	\$ 10,681,355	\$ 89,759
Single Family - 50'	236	ş	19,006,724	\$ 26,478,988	\$ 112,199
Totals	567	ş	39,479,220 \$	\$ 55,000,000	
				•	

 $^{st}$  Unit mix is subject to change based on marketing and other factors

SHINGLE CREEK AT BRONSON COMMUNITY DEVELOPMENT DISTRICT									
MASTER ASSESSMENT METHODOLOCY TYPE	OMMUNITY DE SMENTS FOR EA	VELOPN CH PRO	AENT DISTRICT DUCT TYPE						
		Allo	Allocation of Par			Maximum	Net Annual Gross Annual Debt Debt	Gross	ss Annual Daht
Land Use	No. of Units *	Debt	Debt Per Product Type	Total Par Debt Per Unit		Annual Debt Service	Assessment Assessment Per Unit Der Unit (1)	Asse	ssment Init (1)
									(T) 111
Single Family - Townhome Single Eamily, 401	212	ŝ	17,839,657	\$ 84,149	49 \$	1,296,032	Ś	Ś	6 504
Single Family - 40 Single Family - Fol	119	S ·	10,681,355	\$ 89,759	59 \$	775,989	ŝ	F 40	6 937
	236	Ś	26,478,988	\$ 112,199	\$ 66	1,923,670	\$ 8,151	ŝ	8,671
Totale									
<pre>clbi01</pre>	567	s	55,000,000		ŝ	\$ 3,995,690			

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

 $^{st}$  Unit mix is subject to change based on marketing and other factors

Total Par Debt   Total Par Debt     Property ID #'s*   Allocation Per     Property ID #'s*   Acres     Allocation Per   Allocation Per     Allocation Per   Acres     Acres   Acres <t< th=""><th>TABLE 7 SHINGLE CREEK AT BRONSON COMMU PRELIMINARY ASSESSMENT ROLL MASTER ASSESSMENT METHODOLOGY</th><th>COMMUNITY DEVELOPMENT DISTRICT OLL JDOLOGY</th><th>TRICT</th><th></th><th></th><th></th><th></th><th></th><th></th><th></th><th></th></t<>	TABLE 7 SHINGLE CREEK AT BRONSON COMMU PRELIMINARY ASSESSMENT ROLL MASTER ASSESSMENT METHODOLOGY	COMMUNITY DEVELOPMENT DISTRICT OLL JDOLOGY	TRICT								
Property ID #'s* Acres Allocation Per - Allocation Per - Allocation Per - 07-25-29-0000-0020-0000 80.50 \$ 152,747 \$ 06-25-29-4110-0001-0450 16.77 \$ 152,747 \$ 06-25-29-0000-0010-0000 68.06 \$ 152,747 \$ 07-25-29-0000-0035-0000 194.74 \$ 152,747 \$	< c			TotoT	Dor Dobt						]
07-25-29-0000-0020-0000 80.50 \$ 152,747 \$ 06-25-29-4110-0001-0450 16.77 \$ 152,747 \$ 06-25-29-0000-0010-0000 68.06 \$ 152,747 \$ 07-25-29-0000-0035-0000 194.74 \$ 152,747 \$	Owner	Property ID #'S*	Acres	Alloc	rar uept ation Per Acre		Par Debt ocated	Net Anr Asses Alloc	Net Annual Debt Assessment Allocation	Gross Annual Debt Assessment Allocation (1)	າual sment າ (1)
4 LU U36	Len OT Holdings, LLC Len OT Holdings, LLC Len OT Holdings, LLC Len OT Holdings, LLC	07-25-29-0000-0020-0000 06-25-29-4110-0001-0450 06-25-29-0000-0010-0000 07-25-29-0000-0035-0000	80.50 16.77 68.06 194.74	ጭ ጭ ጭ ጭ	152,747 152,747 152,747 152,747	<u>ላ ላ ላ ላ</u>	12,296,576 2,561,564 10,395,947 29,745,913	יא איאיאיא	893,333 186,095 755,254 2,161,008	\$ \$ 96 \$ 20 \$ 2,32 \$ 2,32	960,573 200,102 812,101 2,323,665
A 10:000	Totals		360.07			\$ 25	55,000,000 \$		3,995,690 \$		4,296,441

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

ervice	Annual Assessment Periods	30
	Projected Bond Rate (%)	6.00%
	Maximum Annual Debt Service	53.995 690

\* - See Metes and Bounds, attached as Exhibit A

#### SHINGLE CREEK AT BRONSON CDD - LEGAL DESCRIPTION

#### PARCEL 1:

THAT PORTION OF LOTS 13, 20, 35 THROUGH 46, 50, 55 THROUGH 58 AND 63, MCKOY LAND COMPANY, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 69, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, AND THAT PORTION OF SECTION 6, TOWNSHIP 25 SOUTH, RANGE 29 EAST LYING WEST OF SHINGLE CREEK AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PORTION OF SECTION 6, TOWNSHIP 25 SOUTH, RANGE 29 EAST, LESS THE NORTHWEST 1/4 THEREOF, ALL LYING WEST OF THE CENTERLINE OF SHINGLE CREEK, OSCEOLA COUNTY, FLORIDA, LESS THE RIGHT-OF-WAY FOR OSCEOLA PARKWAY AND SUBJECT TO FLORIDA GAS TRANSMISSION EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 220, PAGE 727, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA AND LESS THAT PORTION LYING NORTH OF OSCEOLA PARKWAY.

#### PARCEL 2:

A PORTION OF SECTION 7, TOWNSHIP 25 SOUTH, RANGE 29 EAST, LESS THE SOUTH 1/2 OF THE SOUTH 1/2, ALL LYING WEST OF THE CENTERLINE OF SHINGLE CREEK, OSCEOLA COUNTY, FLORIDA; LESS THE WEST 70.00 FEET OF THE SOUTH 1081.1 FEET TO THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 25 SOUTH, RANGE 29 EAST, OSCEOLA COUNTY, FLORIDA.

#### PARCEL 3:

A PORTION OF THE WEST 70.00 FEET OF THE SOUTH 1081.1 FEET TO THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 25 SOUTH, RANGE 29 EAST, OSCEOLA COUNTY, FLORIDA (THE "PARENT TRACT") MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SAID SECTION 7, THENCE RUN NORTH 00 DEGREES 01 MINUTES 06 SECONDS EAST ALONG THE WEST LINE OF SECTION 7, A DISTANCE OF 100.00 FEET TO A POINT; THENCE RUN NORTH 45 DEGREES 00 MINUTES 00 SECONDS EAST TO A POINT 70.00 FEET MORE OR LESS, EAST OF THE WEST LINE OF SAID SECTION 7, BEING THE EAST LINE OF THE "PARENT TRACT"; THENCE RUN SOUTHERLY ALONG THE EAST LINE OF THE "PARENT TRACT" 194.5 FEET, MORE OR LESS TO THE SOUTHEAST CORNER OF THE "PARENT TRACT", THENCE RUN WESTERLY ALONG THE SOUTH LINE OF THE "PARENT TRACT" TO THE POINT OF BEGINNING.

LESS AND EXCEPT THEREFROM LANDS DESCRIBED IN AND CONVEYED TO OSCEOLA COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA IN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 4623, PAGE 1214, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.

TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF THE ABOVE DESCRIBED PARCEL AS CREATED BY AND SET FORTH IN THAT CERTAIN FENCE CONSTRUCTION AND MAINTENANCE EASEMENT BY AND BETWEEN OSCEOLA COUNTY, FLORIDA, AND OSCEOLA DEVELOPMENT TRUST DATED APRIL 19, 2004 RECORDED IN OFFICIAL RECORDS BOOK 4623, PAGE 1231, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.

Total Land Area 360.07 Acres More or Less.

## SECTION D

#### **RESOLUTION 2020-23**

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

BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE SHINGLE CREEK AT BRONSON COMMUNITY DEVELOPMENT DISTRICT AS FOLLOWS:

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

#### SECTION 2. DISTRICT AUTHORITY AND PREVIOUS ACTIONS.

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

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

C. The District adopted of the Shingle Creek at Bronson Community Development District Engineer's Report, dated December 24, 2019 as revised on February 3, 2020 (the "Engineer's Report") describing the capital improvement program to be constructed and/or acquired by the District ("Project").

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

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

A. It is necessary to the public safety and welfare, and to comply with applicable governmental requirements, that (i) the District provide the Project, the nature and location of which is described in the Engineer's Report and the plans and specifications on file at the District Manager's office at 219 E. Livingston Street, Orlando, Florida 32801; (ii) the cost of such Project be assessed against the lands specially benefited by such projects; and (iii) the District issue bonds to provide funds for such purposes, pending the receipt of such special assessments.

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

C. In order to provide funds with which to pay the costs of the Project which are to be assessed against the benefited properties, pending the collection of such special assessments, it is necessary for the District to sell and issue its not-to-exceed \$55,000,000 Shingle Creek at Bronson Community Development District Special Assessment Revenue Bonds in one or more series ("Bonds").

D. In Resolution 2020-16, the Board determined to provide the Project and to defray the cost thereof by making special assessments on benefited property and expressed an intention to issue the Bonds to provide the funds needed for the Project prior to the collection of such special assessments. Resolution 2020-15 was adopted in compliance with the requirements of Section 170.03, *Florida Statutes*, and prior to the time the same was adopted, the requirements of Section 170.04, *Florida Statutes* had been complied with.

E. As directed by Resolution 2020-16, said resolution was published as required by Section 170.05, *Florida Statutes*, and a copy of the publisher's affidavit of publication is on file with the District Manager.

F. As directed by Resolution 2020-16, a preliminary assessment roll was prepared and filed with the Board as required by Section 170.06, Florida Statutes.

G. The Board, by Resolution 2020-16, and as ratified today, adopted the *Master* Assessment Methodology for Shingle Creek at Bronson Community Development District, dated February 3, 2020, as revised ("Assessment Methodology"), attached hereto and incorporated herein as EXHIBIT "A".

H. The Board, by Resolution 2020-16, and as ratified today, approved the Engineer's Report.

I. As required by Section 170.07, *Florida Statutes*, upon completion of the preliminary assessment roll, the Board adopted Resolution 2020-17 fixing the time and

place of a public hearing at which owners of the property to be assessed and other persons interested therein may appear before the Board and be heard as to (i) the propriety and advisability of making the improvements, (ii) the cost thereof, (iii) the manner of payment therefor, and (iv) the amount thereof to be assessed against each parcel of specially benefited property and providing for the mailing and publication of notice of such public hearing.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

B. The District hereby may elect, under its charter and Section 197.3631, *Florida Statutes*, to use the method of collecting special assessments authorized by Sections 197.3632 and 197.3635, *Florida Statutes*. The District has heretofore timely taken, or will timely take, all necessary actions to comply with the provisions of said Sections 197.3632 and 197.3635, *Florida Statutes*, and applicable rules adopted pursuant thereto to elect to use this method; and, if required, the District shall enter into a written agreement with the Property Appraiser and/or Tax Collector of Osceola County in compliance therewith. Such non-ad valorem special assessments shall be subject to all of the collection provisions of Chapter 197, *Florida Statutes*.

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

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

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

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

**SECTION 11. SEVERABILITY.** If any section or part of a section of this resolution be declared invalid or unconstitutional, the validity, force and effect of any other section or part of a section of this resolution shall not thereby be affected or impaired unless it clearly

appears that such other section or part of a section of this resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional.

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

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

**APPROVED AND ADOPTED** this 6<sup>th</sup> day of April 2020.

ATTEST:

BOARD OF SUPERVISORS OF THE SHINGLE CREEK AT BRONSON COMMUNITY DEVELOPMENT DISTRICT, a Florida community development district

By:\_\_\_\_\_

By:\_\_\_\_\_

Name:\_\_\_\_\_\_ Secretary/Assistant Secretary Name:\_\_\_\_\_\_ Chairman/Vice Chairman

#### EXHIBIT "A" ASSESSMENT METHODOLOGY Master Assessment Methodology dated February 3, 2020 revised

Resolution 2020-23 Levy of Assessments Shingle Creek at Bronson CDD

#### EXHIBIT "B"

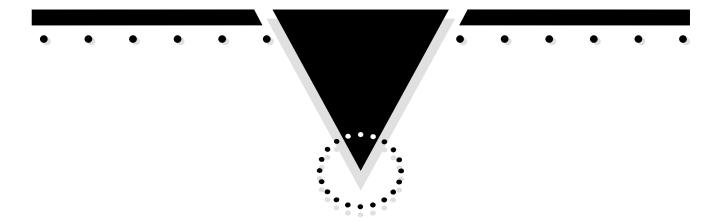
### Engineer's Report dated December 24, 2019, revised February 3, 2020

Resolution 2020-23 Levy of Assessments Shingle Creek at Bronson CDD

# SECTION VI

## SECTION C

## SECTION 1



## Shingle Creek at Bronson Community Development District

**Unaudited Financial Reporting** 

February 29, 2020



# TABLE OF CONTENTS

1	BALANCE SHEET
2	GENERAL FUND INCOME STATEMENT
3	MONTH TO MONTH
4	DEVELOPER CONTRIBUTION SCHEDULE

COMMUNITY DEVELOPMENT DISTRICT BALANCE SHEET February 29, 2020

	General Fund
ASSETS:	
CASH	\$16,442
DUE FROM DEVELOPER	\$3,849
TOTAL ASSETS	\$20,292
LIABILITIES:	
ACCOUNTS PAYABLE	\$7,582
FUND EQUITY:	
FUND BALANCES:	
UNASSIGNED	\$12,709
TOTAL LIABILITIES & FUND EQUITY	\$20,292

#### COMMUNITY DEVELOPMENT DISTRICT

#### **GENERAL FUND**

#### Statement of Revenues & Expenditures

For The Period Ending February 29, 2020

	ADOPTED	PRORATED BUDGET	ACTUAL		
	BUDGET	THRU 2/29/20	THRU 2/29/20	VARIANCE	
<u>REVENUES:</u>					
DEVELOPER CONTRIBUTIONS	\$70,494	\$23,498	\$25,847	\$2,349	
TOTAL REVENUES	\$70,494	\$23,498	\$25,847	\$2,349	
EXPENDITURES:					
ADMINISTRATIVE:					
ENGINEERING	\$9,000	\$3,000	\$0	\$3,000	
ATTORNEY	\$18,750	\$6,250	\$2,004	\$4,246	
MANAGEMENT FEES	\$26,250	\$8,750	\$6,492	\$2,258	
INFORMATION TECHNOLOGY	\$900	\$300	\$0	\$300	
WEBSITE CREATION/ADA COMPLIANCE	\$2,500	\$833	\$0	\$833	
TELEPHONE	\$225	\$75	\$0	\$75	
POSTAGE	\$750	\$250	\$4	\$246	
INSURANCE	\$5,000	\$5,000	\$0	\$5,000	
PRINTING & BINDING	\$750	\$250	\$58	\$192	
LEGAL ADVERTISING	\$5,000	\$1,667	\$4,383	(\$2,716)	
OTHER CURRENT CHARGES	\$750	\$250	\$0	\$250	
OFFICE SUPPLIES	\$469	\$156	\$48	\$108	
DUES, LICENSE & SUBSCRITIONS	\$150	\$150	\$150	\$0	
TOTAL EXPENDITURES	\$70,494	\$26,931	\$13,138	\$13,793	
EXCESS REVENUES (EXPENDITURES)	\$0		\$12,709		
FUND BALANCE - Beginning	\$0		\$0		
FUND BALANCE - Ending	\$0		\$12,709		

**Community Development District** 

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
<u>REVENUES:</u>							r -						
DEVELOPER CONTRIBUTIONS	\$0	\$0	\$17,500	\$4,498	\$3,849	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$25,847
TOTAL REVENUES	\$0	\$0	\$17,500	\$4,498	\$3,849	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$25,847
EXPENDITURES:													
ADMINISTRATIVE:													
ENGINEERING	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
ATTORNEY	\$0	\$0	\$923	\$449	\$632	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,004
MANAGEMENT FEES	\$0	\$0	\$659	\$2,917	\$2,917	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$6,492
INFORMATION TECHNOLOGY	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
WEBSITE CREATION/ADA COMPLIANCE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TELEPHONE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
POSTAGE	\$0	\$0	\$0	\$0	\$4	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4
INSURANCE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
PRINTING & BINDING	\$0	\$0	\$0	\$0	\$58	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$58
LEGAL ADVERTISING	\$0	\$0	\$271	\$908	\$3,204	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,383
OTHER CURRENT CHARGES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
OFFICE SUPPLIES	\$0	\$0	\$0	\$0	\$48	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$48
DUES, LICENSES & SUBSCRIPTIONS	\$0	\$0	\$0	\$150	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$150
TOTAL EXPENDITURES	\$0	\$0	\$1,853	\$4,424	\$6,862	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$13,138
EXCESS REVENUES (EXPENDITURES)	\$0	\$0	\$15,647	\$75	(\$3,012)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$12,709

#### **Community Development District**

#### Developer Contributions/Due from Developer

					Request	Р	ortion (20)		Capital	Ва	lance Due
/16/19	2/21/20	\$	17,500.00	\$	17,500.00	\$	17,500.00	\$	-	\$	-
/27/20	2/21/20	\$	4,498.30	\$	4,498.30	\$	4,498.30	\$	-	\$	-
/24/20				\$	3,849.15	\$	3,849.15	\$	-	\$	3,849.15
		\$	21,998.30	\$	25,847.45	\$	25,847.45	\$	-	\$	3,849.15
	27/20	27/20 2/21/20	27/20 2/21/20 \$	27/20 2/21/20 \$ 4,498.30 24/20	27/20 2/21/20 \$ 4,498.30 \$ 24/20 \$	27/20   2/21/20   \$   4,498.30   \$   4,498.30     24/20   \$   3,849.15	27/20   2/21/20   \$   4,498.30   \$   4,498.30   \$     24/20   \$   3,849.15   \$	27/20   2/21/20   \$   4,498.30   \$   4,498.30   \$   4,498.30     24/20   \$   3,849.15   \$   3,849.15   \$   3,849.15	27/20   2/21/20   \$   4,498.30   \$ </td <td>27/20   2/21/20   \$   4,498.30   \$   4,498.30   \$   -     24/20   \$   3,849.15   \$   3,849.15   \$   -</td> <td>27/20   2/21/20   \$   4,498.30   \$   4,498.30   \$   -   \$     24/20   \$   3,849.15   \$   3,849.15   \$   -   \$</td>	27/20   2/21/20   \$   4,498.30   \$   4,498.30   \$   -     24/20   \$   3,849.15   \$   3,849.15   \$   -	27/20   2/21/20   \$   4,498.30   \$   4,498.30   \$   -   \$     24/20   \$   3,849.15   \$   3,849.15   \$   -   \$

**Total Developer Contributions FY20** 

\$ 25,847.45

# SECTION 2

## Shingle Creek at Bronson

Community Development District

FY20 Funding Request #4 March 30, 2020

	Payee	G	eneral Fund	Ca	apital Outlay
1	Governmental Management Services-CF, LLC Inv# 7 - Management Fees - March 2020	\$	3,021.13		
2	Hamilton Engineering & Surveying, Inc. Inv# 60682 - Construction Services - July 2019 - February 2020			\$	15,312.50
3	<b>Latham, Luna, Eden &amp; Beaudine, LLP</b> Inv# 90444 - General Counsel - February 2020	\$	631.50		
4	Supervisor Fees March 2, 2020 Brent Kewley	\$	215.30		
		\$	3,867.93	\$	15,312.50
			Total:	\$	19,180.43

Please make check payable to:

Shingle Creek at Bronson Community Development District 1408 Hamlin Avenue, Unit E St. Cloud, FL 34771

GMS-Central Florida, LLC

1001 Bradford Way Kingston, TN 37763

### Invoice



BY:\_\_\_\_\_

Invoice #: 7 Invoice Date: 3/1/20 Due Date: 3/1/20 Case: P.O. Number:

Bill To: Shingle Creek @ Bronson CDD 219 E Livingston St. Orlando, FL 32801

Description Management Fees - March 2020 Office Supplies		2,916.67 5.09 1.50	2,916.67 5.09 1.50
Postage Copies Staples	n seine -	49.95 47.92	49.95 47.92
#1 (Ha)			
310-513-34			
Management Fees Mar20 310-513-51			
Office supplies			
310-513-42 Postage			
310-513-425			
Copies			
310-513-51			
Desk Embossing Scal			
	Tota		\$3,021.1
	Payn	nents/Credits	\$0.0
	Bala	nce Due	\$3,021.
	******************************		*******

ECEI MAR 3 0 2020

BY:\_\_\_\_

Invoice

LTON & SURVEYING, INC. ENGINEERING

3409 W LEMON ST., TAMPA, FL 33609 TEL:813.250.3535 FAX:813.250.3636 EMAIL: Accounting@HamiltonEngineering.US

	Teresa Viscarra Shingle Creek at Bronso 1408 Hamlin Avenue Unit E St. Cloud, FL 34771	on CDD			March 30, 2020 Project No: Invoice No: Project Manager:	03752.0002 60682 David Reid	
Project	03752.0002	Shingle Creek at I	Bronson CDI	D-Constructi	on		
Professio	nal Services for the Pe	eriod: February 1, 2020 to F	ebruary 28,	2020			
Phase	030A	Administration					
Professio	onal Personnel						
			Hours	Rate	Amount		
Eng	Sr Project Manager, PE,	Sr VP			200.00		
	Reid, David	2/3/2020	2.00	190.00	380.00		
	BOS Mtg						
		es for Engineer's Report	2.00		380.00		
	Totals		2.00		000100	380.00	
	Total La	oor				\$200.00	
				Fotal for thi	is Section:	\$380.00	
Phase	030B	Reporting					
Professi	onal Personnel						
			Hours	Rate	Amount		
Eng	Sr Project Manager, PE	,Sr VP					
	Reid, David	7/15/2019	2.00	190.00	380.00		
	exhibits for Bronso	on expansion		1.0000000			
	Reid, David	7/19/2019	1.50	190.00	285.00		
	exhibits for Bronse			100.00	200.00		
	Reid, David	7/25/2019	2.00	190.00	380.00		
	Bronson at Shingle	e Creek CDD exhibits; review	cad files from	m others	100.00		
	Reid, David	7/26/2019	1.00	190.00	190.00		
	review exhibits		1.00	100.00	190.00		
	Reid, David	7/29/2019	1.00	190.00	190.00		
		for cost estimates phasing	1.00	190.00	190.00		
	Reid, David	7/30/2019	1.00	190.00	190.00		
		ts and cost estimate by phase	2.00	190.00	380.00		
	Reid, David	7/31/2019	2.00	170.00	000100		
	review AHI plans	ts and cost estimate by phase					
	Reid, David	8/1/2019	2.00	190.00	380.00		
		ts and cost estimate by phase					
	Reid, David	8/6/2019	1.00	190.00	190.00		
	revise exhibits; en						
	Reid, David	9/20/2019	.50	190.00	95.00		
	revise Table 2 pe	r Lennar					
	1		*****	O time Sug	Inie Clark 813,250,3535 e	v+133** Δ11	

PLEASE INCLUDE INVOICE # ON CHECK. Thank you. \*\*Billing Questions: Sydnie Clark 813.250.3535 ext133\*\* All invoices are due upon receipt. A late charge of 1.5% will be added to any unpaid balance after 30 days.

roject	03752.0002	Shingle Creek at Bro	nson CDD-Con	structio	Invoice	60682
and the second se	eid. David	11/19/2019	3.00	190.00	570.00	
	review legal, survey a	nd provide rev word doc	to Angrew d			
R	leid, David	12/16/2019	6.00	190.00	1,140.00	
R	Engineer's Report					
R	Reid, David	12/17/2019	8.00	190.00	1,520.00	
	Engineer's Report					
R	Reid, David	12/18/2019	6.00	190.00	1,140.00	
	Engineer's Report					
R	Reid, David	12/19/2019	6.00	190.00	1,140.00	
	Engineer's Report					
R	Reid, David	12/20/2019	4.00	190.00	760.00	
	Engineer's Report					
R	Reid, David	1/20/2020	6.00	190.00	1,140.00	
-	Engineer's report - co	st estimate review, exhib	its and edits.			
F	Reid, David	1/21/2020	2.00	190.00	380.00	
	review contractor cos	t estimates				
F	Reid, David	1/22/2020	2.00	190.00	380.00	
	report, exhibits					
H	Reid, David	1/24/2020	1.00	190.00	190.00	
	report comments				a meridian a second a	
1	Reid, David	1/27/2020	2.00	190.00	380.00	
	comments					
]	Reid, David	1/28/2020	1.00	190.00	190.00	
	comments					
]	Reid, David	1/29/2020	2.00	190.00	380.00	
	Engineer's Report					
	Reid, David	1/30/2020	5.00	190.00	950.00	
	Engineer's Report re	visions, final email out				
	Reid, David	1/31/2020	5.00	190.00	950.00	
	Engineer's Report re	visions, final email out				
Eng	Designer					
	Adamek, Eric	1/30/2020	1.00	85.00	85.00	
	Exhibit changes for	DAR			1 = 0 0 0	
	Letchworth, Chelsea	1/20/2020	2.00	85.00	170.00	
	CDD Exhibits					
	Letchworth, Chelsea	1/21/2020	4.50	85.00	382.50	
	CDD Exhibits		1000	0.5.00	240.00	
	Letchworth, Chelsea	1/22/2020	4.00	85.00	340.00	
	CDD Exhibits			05.00	05.00	
	Wisdom, Thomas	12/19/2019	1.00	85.00	85.00	
	Area Calcs.				14 022 50	
	Totals		85.50		14,932.50	14,932.50
	Total Lab	or				,
				Total for this S	Section:	\$14,932.50
			TOTAL	DUE THIS INV	OICE:	\$15,312.50
Billed-t	to-Date					
		Current	Prior	Total		
I al	bor	15,312.50	14,932.50	30,245.00		
La				30,245.00		

PLEASE INCLUDE INVOICE # ON CHECK. Thank you. \*\*Billing Questions: Sydnie Clark 813.250.3535 ext133\*\* All invoices are due upon receipt. A late charge of 1.5% will be added to any unpaid balance after 30 days.

Project	03752.0002	Shingle Creek at H	Bronson CDD-Constructio	Invoice	60682
Outstandi	ng Invoices				
	Number	Date	Balance		
	60677	3/13/2020	14,932.50		
	Total		14,932.50		

. . . . .

# LATHAM, LUNA, EDEN & BEAUDINE, LLP

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

March 17, 2020

Shingle Creek at Bronson CDD c/o GMS-CFL, LLC 219 E. Livingston Street Orlando, FL 32801

# 2 (Hd) 310-513-315 Mtg/Rev. Agnda/Audit Lettr

DECEIVE MAR 1 7 2020

BY:

### INVOICE

Matter ID: 7768-001 General

Invoice # 90444 Federal ID # 59-3366512

#### For Professional Services Rendered:

	400	Prepare for and attend board meeting; follow up on action iter	ns 1.80 hr	\$450.00
02/03/2020	ACD	Review minutes and agenda and prepare for next weeks mee		\$50.00
02/24/2020	ACD	Review and respond to Audit Letter	0.40 hr	\$100.00
02/24/2020	ACD	Review agenda and provide notes on attorney related items	0.20 hr	\$15.00
02/25/2020	jms	Review agenda and provide notice on allows, sales	Total Professional Services:	\$615.00
For Disburse	ements l	ncurred:		
02/12/2020		Check # 47020 ANDREW D'ADESKY; Disbursement for Trav Board of Supervisor Meeting on 02.03.20/7768-001/JAC	el to and attend	\$16.50
			Total Disbursements Incurred:	\$16.50
		INVOICE SUMMARY		
		For Professional Services:	2.60 Hours	\$615.00
		For Disbursements Incurred:		\$16.50
		New Charges this Invoice:		\$631.50
		Previous Balance:		\$1,372.47
		Less Payment and Credits Received:		\$923.00
		Outstanding Balance:		\$449.47
		Plus New Charges this Invoice:		\$631.50
		Total Due:		\$1,080.97

Billed Through: February 29, 2020