Agenda

August 3, 2020

## **AGENDA**

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

July 27, 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, August 3, 2020 at 11:00 a.m. at the Oasis Club at ChampionsGate, 1520 Oasis Club Blvd., ChampionsGate, FL 33896. Following is the advance agenda for the regular meeting:

- 1. Roll Call
- 2. Public Comment Period
- 3. Approval of Minutes of the May 4, 2020 Meeting
- 4. Ratification of Uniform Collection Agreement with the Osceola County Tax Collector
- 5. Ratification of Uniform Collection Agreement with the Osceola County Property Appraiser
- 6. Consideration of Data Sharing and Usage Agreement with the Osceola County Property Appraiser
- 7. Public Hearing
  - A. Consideration of Resolution 2020-26 Adopting the Fiscal Year 2021 Budget and Relating to the Annual Appropriations
  - B. Consideration of Resolution 2020-27 Imposing Special Assessments and Certifying an Assessment
- 8. Consideration of Acquisition Agreement
- 9. Staff Reports
  - A. Attorney
    - i. Legislative Updates Regarding Auditing Requirements
  - B. Engineer
  - C. District Manager's Report
    - i. Balance Sheet and Income Statement
    - ii. Ratification of Funding Request #6 #8
    - iii. Presentation of Number of Registered Voters 0
    - iv. Approval of Fiscal Year 2021 Meeting Schedule
- 10. Other Business
- 11. Supervisor's Requests
- 12. 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 May 4, 2020. The minutes are enclosed for your review.

The fourth order of business is the ratification of the Uniform Collection agreement with the Osceola County Tax Collector. A copy of the agreement is enclosed for your review.

The fifth order of business is the ratification of the Uniform Collection agreement with the Osceola County Property Appraiser. A copy of the agreement is enclosed for your review.

The sixth order of business is the consideration of the data sharing and usage agreement with the Osceola County Property Appraiser. A copy of the agreement is enclosed for your review.

The seventh order of business opens the public hearing for the adoption of the Fiscal Year 2021 budget and assessments. Section A is the consideration of Resolution 2020-26 adopting the Fiscal Year 2021 budget and relating to the annual appropriations. A copy of the Resolution and the proposed budget are enclosed for your review. Section B is the consideration of Resolution 2020-27 imposing special assessments and certifying an assessment roll. A copy of the Resolution is enclosed for your review and the assessment roll will be available at the meeting for reference.

The eighth order of business is the consideration of the acquisition agreement with Lennar Homes. A copy of the agreement will be provided under separate cover.

The ninth order of business is Staff Reports. Section 1 of the Attorney's Report includes the list of legislative updates regarding auditing requirements. Section 1 of the District Manager's Report includes the balance sheet and income statement for review and Section 2 includes Funding Request #6 - #8 for ratification. The funding requests and supporting documentation is enclosed for your review. Section 3 is the presentation of the number of registered voters within the boundaries of the District. A copy of the letter from the Osceola County Supervisor of Elections is enclosed for your review. Section 4 is the approval of the Fiscal Year 2021 meeting schedule. A sample meeting notice is enclosed for your review.

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

Sincerely,

George S. Flint District Manager

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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, May 4, 2020 at 11:00 a.m. via Zoom Teleconference.

Present and constituting a quorum were:

Adam MorganChairmanRob BoninVice ChairmanLance JacksonAssistant SecretaryBrent KewleyAssistant Secretary

Also present were:

George Flint District Manager
Jan Carpenter District Counsel
Kristen Trucco District Counsel
Steve Sanford Bond 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 11:00 a.m. A quorum was present.

#### SECOND ORDER OF BUSINESS Public Comment Period

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

## THIRD ORDER OF BUSINESS Approval of Minutes of the April 6, 2020 Meeting

Mr. Flint: Does the Board have any comments or corrections?

Mr. Morgan: They look good.

On MOTION by Mr. Morgan seconded by Mr. Kewley with all in favor the Minutes of the April 6, 2020 Meeting as presented were approved.

#### FOURTH ORDER OF BUSINESS

Consideration of Resolution 2020-24 Approving the Proposed Fiscal Year 2021 Budget and Setting the Public Hearing

Mr. Flint: The Board is required to approve a Proposed Budget by June 15<sup>th</sup> of each year and set the date and time of the public hearing for its final consideration. We are suggesting your August 3<sup>rd</sup> Board meeting for the public hearing.

Mr. Morgan: That sounds good.

Mr. Bonin joined the meeting.

Mr. Flint: Exhibit A, which is attached, is the Proposed Budget, which includes some estimated operational expenses, based on what we believe is going to come online. We used the per unit assessments that we believe are going to be in place for Shingle Creek, so that Shingle Creek and Shingle Creek at Bronson match up. Our suggestion would be to do the mailed notice based on the amounts that are included. At the public hearing, you can adjust them downward if you chose to do that or leave them the same. This budget doesn't bind the Board at all, so we have an opportunity, once we get the actual number of platted lots after June 1, to revise this budget for on-roll/off roll assessments and any necessary development.

Mr. Morgan: George, it looks like it follows our typical standard budget. It doesn't look like there's anything out of line.

Mr. Flint: If there are no questions, we need a motion to approve Resolution 2020-24.

On MOTION by Mr. Morgan seconded by Mr. Jackson with all in favor Resolution 2020-24, Approving the Proposed Fiscal Year 2021 Budget and Setting a Public Hearing for August 3, 2020 at 11:00 a.m., at the Oasis Club at ChampionsGate, 1520 Oasis Club Blvd., ChampionsGate, Florida was adopted.

#### FIFTH ORDER OF BUSINESS

## Consideration of Resolution 2020-25 Bond Delegation Resolution

Mr. Flint: Steve Sanford is participating. He is Bond Counsel for the District. Do you want to present the Bond Delegation Resolution, Steve?

Mr. Sanford: Sure. Resolution 2020-25 is what we call the Delegation Resolution. The reason why we call it the Delegation Resolution is we set forth certain parameters within the resolution set by the Board. Then when it's time to price the bonds, if the pricing is within the parameters set by the Board, then the Chair or Vice Chair are automatically authorized to sign the

Bond Purchase Contract without the necessity of calling a special meeting. As background, in December, we adopted an Authorizing Resolution, authorizing up to \$55 million. Through Jan's great efforts, we used that resolution to successfully validate the bonds. It was contemplated after the adoption of that resolution, that we would come back to the Board with this Delegation Resolution. When we adopted that resolution in December, we approved the form of certain documents; a Master Trust Indenture and Supplemental Trust Indenture. Since there's been changes structurally to the bond issue, the Supplemental Trust Indenture is one of the exhibits to the resolution being considered today. There are other exhibits to this resolution including a Bond Purchase Contract, which is the typical contract between the District and FMSbonds, Inc. as your Underwriter. When the bonds are priced, that document will be executed, and we will have the bond terms. I would like to get the Supplemental Trust Indenture, which I mentioned, re-adopted at this juncture and it will be consistent with the terms in the Bond Purchase Contract. The third document is the Preliminary Limited Offering Memorandum (PLOM), which is the tool used by the Underwriter to market the bonds. Its preliminary because at this point, obviously we don't know what the bond terms will be. Once the bonds are priced, that PLOM will be finalized and delivered to investors. The last document is the Continuing Disclosure Agreement. Under SEC Rules, the District must provide annual information about the project, the District and the development. There is also a list of certain enumerated material events. If they should occur, there is a reporting duty to report those to the Central Repository of that information. The purpose behind this agreement is that it's between the District, Developer and Governmental Management Services (GMS) - Central Florida, LLC. as Dissemination Agent. It is to create a level playing field, so if anybody wanted to buy these bonds in the secondary market, they wouldn't be relying on a stale prospectus. They would have the most up to date information that's relevant and material. Those are the exhibits. The parameters for this bond are in Section 3. We are authorizing a principal amount of not-to-exceed \$16 million. The maturity would not be more than 30 years, based on excluding any Capitalized Interest (CI) period. The purchase price that the Underwriter would buy the bonds from the District, is at a discounted price of 97.5% on the dollar, and then they would turn around and sell those bonds to the investors for \$1. The difference is the compensation is to be paid to the District. Other than that, unless anybody has any questions about this resolution, I recommend the Board adopt Resolution 2020-25.

Mr. Flint: Does the Board have any questions?

Mr. Morgan: Jan, does everything look good?

Mr. Carpenter: Everything looks great. We reviewed it.

On MOTION by Mr. Morgan seconded by Mr. Kewley with all in favor Resolution 2020-25 Bond Delegation Resolution was adopted.

Mr. Sanford: Thank you. Mr. Flint: Thanks Steve.

#### SIXTH ORDER OF BUSINESS

#### **Staff Reports**

#### A. Attorney

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

Ms. Carpenter: No. I think Steve covered it. We had the validation hearing on the 27th. Thanks to everybody meeting, we were able to get the Assessment Resolution signed in April. We managed to get the assessments included in the validation proceeding. I would like to thank George and David Reid for participating in the hearing online. That's a good thing, because if anyone ever challenged it down the road, we now have a Court Order saying they were approved. So, we try to do that whenever we can. So that was great news. Thirty days from then, on approximately May 30th, we should have our Certificate of No Appeal and be ready to issue bonds at that time. That's all I have. I will be sending out a bunch of documents shortly for everyone to look at. They will look similar to other CDD bond issues that you have all participated in. That's pretty much what we have been doing for this CDD.

#### B. Engineer

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

Mr. Reid: I don't have anything today.

#### C. District Manager's Report

#### i. Balance Sheet and Income Statement

Mr. Flint: You have the Unaudited Financial Statements through the end of March. No action is required by the Board. If you have any questions, we can discuss those.

#### ii. Ratification of Funding Request #5

Mr. Flint: The Funding Request totals \$7,635.61. Are there any questions on Funding Request #5? If not, we need a motion to ratify it.

On MOTION by Mr. Morgan seconded by Mr. Kewley with all in favor Funding Request #5 was ratified.

#### SEVENTH ORDER OF BUSINESS

#### **Other Business**

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

#### EIGHTH ORDER OF BUSINESS

Supervisor's Requests

There being none, the next item followed.

#### NINTH ORDER OF BUSINESS

Adjournment

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

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Secretary/Assistant Secretary	Chairman/Vice Chairman

## SECTION IV

#### **AGREEMENT**

THIS AGREEMENT made and entered into this	day of	, 2020, by and
between the Shingle Creek at Bronson CDD,		
Resolution No. 2019-113 (hereinafter referred to	as "the District'), whose	address is 219 E.
Livingston Street, Orlando, Florida 32801, a		
COLLECTOR, a constitutional officer of the State	e of Florida, whose addre	ess is 2501 E. Irlo
Bronson Memorial Hwy, Kissimmee, Florida 34744	(hereinafter referred to as	"Tax Collector").

#### WITNESSETH:

WHEREAS, the District is authorized to impose non-ad valorem assessments and by resolution has expressed its intent to use the uniform method of notice, levy, collection and enforcement of such assessments, as authorized by Section 197.3632, Florida Statutes (1994 Supp.); and

WHEREAS, the uniform methodology with its enforcement provisions including the use of tax certificates and tax deeds for enforcing against any delinquencies, is more fair to the delinquent property owner than traditional lien foreclosure methodology; and

WHEREAS, the uniform method will provide for more efficiency of collection by virtue of the assessment being on the tax notice issued by the Tax Collector which will produce positive economic benefits to Osceola; and

WHEREAS, as the uniform methodology will tend to eliminate confusion and to promote local government accountability; and

WHEREAS, Section 197.3632 (2), Florida Statutes, provides that the District shall enter into a written agreement with the Tax Collector for reimbursement of necessary administrative costs incurred in implementing said section; and

WHEREAS, Section 197.3632 (7), Florida Statutes, provides that the District shall bear all costs associated with any separate notice in the event Tax Collector is unable to merge a non-ad valorem assessment roll to produce the annual. tax notice; and

WHEREAS, Section 197.3632 (8) (c), Florida Statutes, provides that the District shall compensate the Tax Collector for actual costs of collection of non-ad valorem assessments and, Section 192.091(2)(b), Florida Statutes, entitles Tax Collector to receive a 2% commission.

NOW, THEREFORE, for and in consideration of the foregoing, including mutual terms, covenants and conditions herein contained, the parties do contract and agree as follows:

#### **ARTICLE I**

#### **PURPOSE**

The purpose of this Agreement is to establish the terms and conditions under which the Tax Collector shall collect and enforce the collection of those certain non-ad valorem assessments levied by the District to include reimbursement by the District to the Tax Collector for actual costs of collection pursuant to Section 197.3632(8)(c), Florida Statutes; any costs involved in separate mailings because of non-merger of any non-ad valorem assessment roll as certified by \* Community Development District Board of Supervisors Chairman or its designee, pursuant to Section 197.3632 (7), Florida Statutes; and for necessary administrative costs, including, but not limited to, those costs associated with personnel, forms, supplies, data processing, computer equipment, postage and programming which attend all of the collection and enforcement duties imposed upon the Tax Collector by the uniform methodology, as provided in Section 197.3632 (2), Florida Statutes,

#### **ARTICLE II**

#### **TERM**

The term of this Agreement shall commence on January 1, and shall run through December 31 of the same year, the date of signature of the parties notwithstanding, and shall automatically be renewed thereafter for successive periods not to exceed one (1) year each. However, the \* Community Development District Board of Supervisors shall inform the Tax Collector, as well as the Property Appraiser and the Department of Revenue, by January 10 in any calendar year in which it intends to discontinue to use the uniform method of collecting each such assessment pursuant to Section 197.3632 (6), Florida Statutes.

#### ARTICLE III

#### **COMPLIANCE WITH LAWS AND REGULATIONS**

The parties shall comply with all statutes, rules and regulations pertaining to the levy and collection of non-ad valorem assessments by, and any ordinances promulgated by Osceola County not inconsistent with, nor contrary to, the provisions of Section 197.3632, Florida Statutes, and Section 197.3635, Florida Statutes, and any subsequent amendments to said statutes, and any rules duly promulgated pursuant to said statutes.

This Agreement incorporates the provisions of Section 197.3632, Florida Statutes as they exist on the date of execution hereof and as they may be from time to time hereafter be amended or renumbered.

#### ARTICLE IV

#### **DUTIES AND RESPONSIBILITIES OF THE DISTRICT**

The District agrees, covenants and contracts to:

- (a) Timely reimburse the Tax Collector for actual collection costs incurred pursuant to Section 197.3632, Florida Statutes;
- (b) Timely reimburse Tax Collector for necessary administrative costs for the Collection and enforcement of the applicable non-ad valorem assessment by the Tax Collector pursuant to Section 197.3632(2), Florida Statutes, to include, but not be limited to, those costs associated with personnel, forms, supplies, data processing, computer equipment, postage and programming.
- (c) To timely pay for or alternatively to timely reimburse the Tax Collector for any separate tax notice necessitated by the Tax Collector not being able to merge the non-ad valorem assessment roll certified by the District Chairman or, its designee pursuant to Section 197.3632 (7), Florida Statutes.
- (d) The District, upon being timely billed, shall pay directly for necessary advertising relating to implementation of the uniform non-ad valorem assessment law pursuant to Sections 197.3632 and 197.3635, Florida Statutes, and any applicable rules promulgated by the Department of Revenue thereunder.
- (e) By September 15 of each calendar year, the chairperson of the District, or its designee, shall officially certify to the Tax Collector the non-ad valorem assessment roll on compatible electronic medium, tied to the property parcel identification number, and otherwise conforming in format to that contained on the ad- valorem tax rolls submitted by the Property Appraiser to the Department of Revenue. The District shall post the non-ad valorem assessment roll and shall exercise its responsibility that such non-ad valorem assessment roll be free of errors and omissions.
- (f) The District agrees to cooperate with the Tax Collector to implement the uniform method of notice, levy, collection and enforcement of each non-ad valorem assessment, pursuant to, and consistent with, all the provisions of Sections 197.3632 and 197.3635, Florida Statutes, or its successor of statutory provisions and all applicable rules promulgated by the Department of Revenue and their successor rules.

#### **ARTICLE V**

#### **DUTIES OF THE TAX COLLECTOR**

(a) The Tax Collector shall timely perform all acts and duties required of a tax collector under the provisions of sections 197.3632 and 197.3635, Florida Statutes and the rules promulgated from time to time by the Department of Revenue.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals and have caused these presents to be signed by their duly authorized officers, the date first above written.

ATTEST:	Tax Collector
Witness	Bruce Vickers
ATTEST:	1 Anna
Secretary	By: Chairman of the Board

## SECTION V

#### **AGREEMENT**

THIS AGREEMENT is made and entered into this 20th day of May 2020, by and between The Shingle Creek at Bronson Community Development District (CDD), and Katrina S. Scarborough, Osceola County Property Appraiser (Property Appraiser), who understand and agree as follows:

#### WITNESSETH

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

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

#### Now Therefore the parties agree that:

- 1. The Property Appraiser shall perform those services specified in section 197.3632, to be performed by a property appraiser for the benefit of The Shingle Creek at Bronson CDD. In performing those services, the Property Appraiser may obtain the assistance of Osceola County.
- 2. The Shingle Creek at Bronson CDD shall reimburse the Property Appraiser for all necessary administrative costs incurred providing such services, including any administrative costs incurred by Osceola County at the request of the Property Appraiser as set forth in section 197.3632(2).

- 3. Administrative costs shall include, but not be limited to, those costs associated with personnel, forms, supplies, data processing, computer equipment, postage, and programming as prescribed in section 197.3632(2). The Shingle Creek at Bronson CDD also agrees to hold the Property Appraiser harmless for any and all costs, court costs, and attorney's fees resulting from or arising from any and all challenges, both administrative and judicial, which the Property Appraiser may be required to defend involving the imposition and/or levy of non-ad valorem assessment. All such administrative costs and additional costs, court costs, and attorney's fees incurred by the Property Appraiser in both administrative and judicial challenges shall be paid to the Property Appraiser within fifteen (15) days of the presentment of a statement or invoice setting forth the amount due and the reason therefore.
- 4. This Agreement is the minimum necessary to implement the law and will be amended as necessary from time to time to clarify or supplement the provisions hereof.
- 5. The parties hereto agree that the Property Appraiser, by executing this Agreement and agreeing to assist The Shingle Creek at Bronson CDD in the collection of non-ad valorem assessments, does not warrant either the legal efficacy or validity of any levies made by the Shingle Creek at Bronson CDD as non-ad valorem assessments, or the correctness of the amount of the levy or charge imposed against the parcels of property to be subject to the levy, or any individual parcel subject to said levy.
- 6. The parties agree that any errors made in the amount of the levy or imposition or any other errors of omission or commission regardless of the nature or cause of same, shall be processed and corrected exclusively and solely by The Shingle Creek at Bronson CDD and that the Property Appraiser shall not be responsible for same. The parties further agree that all requests or

claims made by any affected property owner for correction shall be processed exclusively by The Shingle Creek at Bronson CDD and shall be filed with The Shingle Creek at Bronson CDD, or its designee, provided that its designee shall not be the Property Appraiser.

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

otherwise provided in this Agreement, except in writing and signed by all the parties hereto. Should any provision of this Agreement be declared to be invalid, the remaining provisions of this Agreement shall remain in full force and effect, unless such provision found to be invalid alter substantially the benefits of the Agreement for either of the parties or renders the statutory and regulatory obligations unperformable.

- 11. This Agreement shall be governed by the laws of the State of Florida.
- 12. Written notice shall be given to the parties at the following address, or such other place or person as each of the parties shall designate by similar notice:
  - a. The Shingle Creek at Bronson CDD: 219 E. Livingston Street
    Orlando, FL 32801
  - b. Property Appraiser:

2505 E. Irlo Bronson Memorial Highway Kissimmee, Florida 34744-4909

In Witness Where of the parties have hereunto set their hand and seals and such of them as are corporations have caused these presents to be signed by their duly authorized officers.

ATTEST:		The Shingle Creek at Bronspn CDD
Ву:	L 77	Ву:
As authorized Scarling at its	for execution by the _ of The Shingle Creek at Bronson C regular meeting	CDD

WITNESSES:

OSCEOLA COUNTY PROPERTY APPRAISER:

Kauma S. Scarborough, CFA, CCR, MCF

# SECTION VI



### KATRINA S. SCARBOROUGH, CFA, CCF, MCF OSCEOLA COUNTY PROPERTY APPRAISER

#### **Shingle Creek at Bronson CDD**

This Data Sharing And Usage Agreement, hereafter referred to as "Agreement," establishes the terms and conditions under which the **Shingle Creek at Bronson CDD**, hereafter referred to as agency, can acquire and use Osceola County Property Appraiser (OCPA) data that is exempt from Public Records disclosure as defined in FS 119.071.

The confidentiality of personal identifying and location information including: names, physical, mailing, and street addresses, parcel ID, legal property description, neighborhood name, lot number, GPS coordinates, or any other descriptive property information that may reveal identity or home address pertaining to parcels owned by individuals that have received exempt/confidential status, hereafter referred to as confidential personal identifying and location information, will be protected as follows:

- 1. The **agency** will not release confidential personal identifying and location information that may reveal identifying and location information of individuals exempted from Public Records disclosure.
- 2. The agency will not present the confidential personal identifying and location information in the results of data analysis (including maps) in any manner that would reveal personal identifying and location information of individuals exempted from Public Records disclosure.
- 3. The **agency** shall comply with all State laws and regulations governing the confidentiality of personal identifying and location information that is the subject of this Agreement.
- 4. The **agency** shall ensure any employee granted access to confidential personal identifying and location information is subject to the terms and conditions of this Agreement.
- The agency shall ensure any third party granted access to confidential personal identifying and location information is subject to the terms and conditions of this Agreement. Acceptance of these terms must be provided in writing to the agency by the third party before personal identifying and location information is released.
- 6. The terms of this Agreement shall commence on January 1, 2020 and shall run until December 31, 2020, the date if signature by the parties notwithstanding. This Agreement shall not automatically renew. A new agreement will be provided annually for the following year.

IN WITNESS THEREOF, both the Osceola County Property Appraiser, through its duly authorized representative, and the **agency**, through its duly authorized representative, have hereunto executed this Data Sharing and Usage Agreement as of the last below written date.

OSCEOLA COUNTY PROPERTY APPRAISER	Shingle Creek at Bronson CDD
Signature:	Signature:
Print: Katrina S. Scarborough	Print:
Date:	Title:
	Date:

Please returned signed original copy in the enclosed self-addressed envelope, no later than January 31, 2020

2505 E IRLO BRONSON MEMORIAL HWY
KISSIMMEE, FL 34744
(407) 742-5000
INFO@PROPERTY-APPRAISER.ORG • PROPERTY-APPRAISER.ORG

## SECTION VII

# SECTION A

#### **RESOLUTION 2020-26**

THE ANNUAL APPROPRIATION RESOLUTION OF THE SHINGLE CREEK AT BRONSON COMMUNITY DEVELOPMENT DISTRICT (THE "DISTRICT") RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2020, AND ENDING SEPTEMBER 30, 2021.

WHEREAS, the District Manager has, prior to the fifteenth (15th) day in June, 2020, submitted to the Board of Supervisors (the "Board") a proposed budget for the next ensuing budget year along with an explanatory and complete financial plan for each fund of the Shingle Creek at Bronson Community Development District, pursuant to the provisions of Section 190.008(2)(a), Florida Statutes; and

WHEREAS, at least sixty (60) days prior to the adoption of the proposed annual budget (the "Proposed Budget"), the District filed a copy of the Proposed Budget with the local governing authorities having jurisdiction over the area included in the District pursuant to the provisions of Section 190.008(2)(b), Florida Statutes; and

WHEREAS, the Board set August 3, 2020, as the date for a public hearing thereon and caused notice of such public hearing to be given by publication pursuant to Section 190.008(2)(a), Florida Statutes; and

WHEREAS, Section 190.008(2)(a), Florida Statutes, requires that, prior to October 1, of each year, the District Board by passage of the Annual Appropriation Resolution shall adopt a budget for the ensuing fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year; and

WHEREAS, the District Manager has prepared a Proposed Budget, whereby the budget shall project the cash receipts and disbursements anticipated during a given time period, including reserves for contingencies for emergency or other unanticipated expenditures during the fiscal year.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF SHINGLE CREEK AT BRONSON COMMUNITY DEVELOPMENT DISTRICT;

#### Section 1. Budget

- a. That the Board of Supervisors has reviewed the District Manager's Proposed Budget, a copy of which is on file with the office of the District Manager and at the District's Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.
- b. That the District Manager's Proposed Budget, attached hereto as Exhibit "A," as amended by the Board, is hereby adopted in accordance with the provisions of

Section 190.008(2)(a), Florida Statutes, and incorporated herein by reference; provided, however, that the comparative figures contained in the adopted budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures for Fiscal Year 2020 and/or revised projections for Fiscal Year 2021.

c. That the adopted budget, as amended, shall be maintained in the office of the District Manager and at the District's Records Office and identified as "The Budget for Shingle Creek at Bronson Community Development District for the Fiscal Year Ending September 30, 2021," as adopted by the Board of Supervisors on August 3, 2020.

#### Section 2. Appropriations

Community Development District, for the fisc September 30, 2021, the sum of \$ and/or otherwise, which sum is deemed by the l	the revenues of the Shingle Creek at Bronson cal year beginning October 1, 2020, and ending to be raised by the levy of assessments Board of Supervisors to be necessary to defray all yet year, to be divided and appropriated in the
TOTAL GENERAL FUND	\$
TOTAL ALL FUNDS	\$

#### Section 3. Supplemental Appropriations

The Board may authorize by resolution, supplemental appropriations or revenue changes for any lawful purpose from funds on hand or estimated to be received within the fiscal year as follows:

- a. Board may authorize a transfer of the unexpended balance or portion thereof of any appropriation item.
- b. Board may authorize an appropriation from the unappropriated balance of any fund.
- c. Board may increase any revenue or income budget amount to reflect receipt of any additional unbudgeted monies and make the corresponding change to appropriations or the unappropriated balance.

The District Manager and Treasurer shall have the power within a given fund to authorize the transfer of any unexpected balance of any appropriation item or any portion thereof, provided such transfers do not exceed Ten Thousand (\$10,000) Dollars or have the effect of causing more than 10% of the total appropriation of a given program or project to be transferred previously approved transfers included. Such transfer shall not have the effect of causing a more than

\$10,000 or 10% increase, previously approved transfers included, to the original budget appropriation for the receiving program. Transfers within a program or project may be approved by the Board of Supervisors. The District Manager or Treasurer must establish administrative procedures which require information on the request forms proving that such transfer requests comply with this section.

Introduced, considered favorably, and adopted this 3<sup>rd</sup> day of August, 2020.

ATTEST:	SHINGLE CREEK COMMUNITY DISTRICT	AT BRONSON DEVELOPMENT
Secretary/ Assistant Secretary	By:	
Societary, 1 issistant Societary	Its:	

Proposed Budget FY 2021



## **Table of Contents**

neral Fund Narrative

#### Fiscal Year 2021 **General Fund**

	Adopted Budget FY2020	Actual Thru 6/30/20	Projected Next 3 Months	Total Thru 9/30/20	Proposed Budget FY2021
Revenues					
Special Assessments	\$0	\$0	\$0	\$0	\$208,161
Developer Contributions	\$70,494	\$47,816	\$7,858	\$55,674	\$443
Total Revenues	\$70,494	\$47,816	\$7,858	\$55,674	\$208,604
<u>Expenditures</u>					
<u>Administrative</u>					
Supervisor Fees	\$0	\$0	\$0	\$0	\$2,400
FICA Expense	\$0	\$0	\$0	\$0	\$184
Engineering	\$9,000	\$570	\$180	\$750	\$12,000
Attorney	\$18,750	\$5,598	\$4,402	\$10,000	\$25,000
Dissemination	\$0	\$0	\$0	\$0	\$3,500
Arbitrage	\$0	\$0	\$0	\$0	\$450
Annual Audit	\$0	\$0	\$0	\$0	\$5,000
Trustee Fees	\$0	\$0	\$0	\$0	\$5,000
Assessment Administration	\$0	\$0	\$0	\$0	\$5,000
Management Fees	\$26,250	\$18,159	\$8,750	\$26,909	\$32,500
Information Technology	\$900	\$649	\$300	\$949	\$1,200
Website Creation/ADA Compliance	\$2,500	\$2,575	\$0 *05	\$2,575	\$0
Telephone	\$225 \$750	\$0 \$100	\$25 \$73	\$25	\$300 \$1,000
Postage	\$750	\$102 \$173	\$73	\$175 \$250	\$1,000 \$1,000
Printing & Binding	\$750 \$5,000	\$173 \$3,740	\$77 \$0	\$250 \$3,740	\$1,000 \$5,650
Insurance	\$5,000	\$9,190	\$810	\$3,740 \$10,000	\$5,000 \$5,000
Legal Advertising Other Current Charges	\$3,000 \$750	\$9,190	\$50	\$10,000 \$50	\$1,000 \$1,000
Office Supplies	\$469	\$57	\$43	\$100	\$625
Dues, Licenses & Subscriptions	\$150	\$150	\$0	\$150	\$175
<u>Field</u>					
Field Services	\$0	\$0	\$0	\$0	\$7,500
Property Insurance	\$0	\$0	\$0	\$0	\$0
Electric	\$0	\$0	\$0	\$0	\$2,500
Streetlights	\$0	\$0	\$0	\$0	\$11,000
Water & Sewer	\$0	\$0	\$0 •••	\$0	\$10,000
Landscape Maintenance	\$0 \$0	\$0 \$0	\$0 \$0	\$0 \$0	\$44,000
Landscape Contingency	\$0 \$0	\$0	\$0 \$0	\$0	\$7,500
Irrigation Repairs Lake Maintenance	\$0 \$0	\$0 \$0	\$0 \$0	\$0 \$0	\$5,000 \$6,620
	\$0 \$0	\$0 \$0	\$0 \$0	\$0 \$0	\$2,500
Contingency Repairs & Maintnenance	\$0 \$0	\$0 \$0	\$0 \$0	\$0 \$0	\$5,000
Total Expenditures	\$70,494	\$40,963	\$14,710	\$55,673	\$208,604
Excess Revenues/(Expenditures)	\$0	\$6,852	(\$6,852)	\$0	\$0

Net Assessment	\$208,161
Collection Cost (6%)	\$13,287
Gross Assessment	\$221,448

Property Type	Units	Gross Per Unit	Gross Total
Townhouse	212	\$284	\$60,189
Single Family	355	\$454	\$161,259
Total	567		\$221,448

GENERAL FUND BUDGET

#### **REVENUES:**

#### <u>Assessments</u>

The District will levy a non-ad valorem special assessment on all the assessment property within the District in order to pay for the operating expenditures during the fiscal year.

#### **Developer Contributions**

The District will enter into a funding agreement with the developer to fund the general fund expenditures for the fiscal year.

#### **EXPENDITURES:**

#### **Administrative:**

#### Supervisor Fees

Chapter 190, Florida Statutes, allows for each Board member to receive \$200 per meeting, not to exceed \$4,800 per year paid to each Supervisor for the time devoted to District business and meetings. Amount is based on one Supervisor attending 12 meetings.

#### FICA Expense

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

#### **Engineering**

The District's engineer, Hamilton Engineering & Surveying, Inc., will be providing general engineering services to the District, e.g. attendance and preparation for monthly board meetings, review invoices, preparation and review of contract specifications and bid documents and various projects assigned as directed by the Board of Supervisors and the District Manager.

#### <u>Attorney</u>

The District's legal counsel, Latham, Luna, Eden & Beaudine, will be providing general legal services to the District, e.g. attendance and preparation for monthly meetings, preparation and review of agreements, resolutions and other research as directed by the Board of Supervisors and the District Manager.

#### Dissemination

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

**GENERAL FUND BUDGET** 

#### **Arbitrage**

The District will contract with an independent certified public accountant to annually calculate the District's Arbitrage Rebate Liability on any future bond issuance.

#### Annual Audit

The District is required annually to conduct an audit of its financial records by an independent certified public accounting firm if State requirements have been met.

#### Trustee Fees

The District will pay annual trustee fees for any future bond issuance. Amount is based on USBank proposal.

#### Assessment Administration

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

#### Management Fees

The District receives Management, Accounting and Administrative services as part of a Management Agreement with Governmental Management Services. The services include, but are not limited to, recording and transcription of board meetings, administrative services, budget preparation, all financial reports, annual audits, etc.

#### Information Technology

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

#### **Telephone**

Telephone and fax machine.

#### **Postage**

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

#### Printing & Binding

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

#### Insurance

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

**GENERAL FUND BUDGET** 

#### Legal Advertising

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

#### Other Current Charges

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

#### Office Supplies

Miscellaneous office supplies.

#### Dues, Licenses & Subscriptions

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

#### Field:

#### Field Services

Provide onsite field management of contracts for the District such as landscape maintenance. Services to include onsite inspections, meetings with contractors, monitoring of utility accounts, attend Board meetings and receive and respond to property owner phone calls and emails.

#### Property Insurance

Represents estimated costs for the annual coverage of property insurance. Coverage will be provided by Florida Insurance Alliance (FIA). FIA specializes in providing insurance coverage to governmental agencies.

#### **Electric**

Represents estimated electric cost.

#### Streetlights

Represents estimated costs for 22 streetlights that will be maintained by the District.

#### Water & Sewer

Represents estimated reclaimed water costs.

GENERAL FUND BUDGET

#### Landscape Maintenance

The District will maintain the landscaping within certain areas of the District after installation of landscape material has been completed. Amount is based on proposal for the following areas.

Description	Monthly	Annual
Landscape Maintenance		
Nature's Ridge Drive	\$713	\$8,561
Tract A	\$145	\$1,742
Tract B	\$282	\$3,390
Tract L3	\$117	\$1,399
Tract P-1	\$688	\$8,252
Tract P-2	\$888	\$10,652
Contingency		\$10,005
Total		\$44,000

#### Landscape Contingency

Represents costs for installation of annuals, mulch and any other landscape expenses not covered under monthly landscape contract.

#### Irrigation Repairs

Represents estimated costs for any supplies and repairs to irrigation system maintained by the District.

#### Lake Maintenance

Represents costs for maintenance to the ponds located within the District. The District is projecting to maintain 2 ponds with additional ponds to come online during the fiscal year.

Description	Monthly	Annual
Pond Maintenance		
2 Ponds	\$135	\$1,620
Contingency		\$5,000
Total		\$6,620

#### **Contingency**

Represents any additional field expense that may not have been provided for in the budget.

#### Repairs & Maintenance

Represents estimated costs for any repairs and maintenance to common areas maintained by the District.

## SECTION B

#### **RESOLUTION 2020-27**

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SHINGLE CREEK AT BRONSON COMMUNITY DEVELOPMENT DISTRICT IMPOSING SPECIAL ASSESSMENTS AND CERTIFYING AN ASSESSMENT ROLL; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Shingle Creek at Bronson Community Development District ("the District") is a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes for the purpose of providing, operating and maintaining infrastructure improvements, facilities and services to the lands within the District; and

WHEREAS, the District is located in Osceola County, Florida (the "County"); and

WHEREAS, the District has constructed or acquired various infrastructure improvements and provides certain services in accordance with the District's adopted Improvement Plan and Chapter 190, Florida Statutes; and

WHEREAS, the Board of Supervisors of the District ("Board") hereby determines to undertake various operations and maintenance activities described in the District's budget for Fiscal Year 2020-2021 ("Operations and Maintenance Budget"), attached hereto as Exhibit "A" and incorporated by reference herein; and

WHEREAS, the District must obtain sufficient funds to provide for the operation and maintenance of the services and facilities provided by the District as described in the District's budget for Fiscal Year 2020-2021; and

WHEREAS, the provision of such services, facilities, and operations is a benefit to lands within the District; and

WHEREAS, Chapter 190, Florida Statutes, provides that the District may impose special assessments on benefitted lands within the District; and

WHEREAS, the District has previously levied an assessment for debt service, a portion of which the District desires to collect on the tax roll for platted lots, pursuant to the Uniform Method (defined below) and which is also indicated on Exhibit "A", and the remaining portion of which the District desires to levy and directly collect on the remaining unplatted lands; and

WHEREAS, Chapter 197, Florida Statutes, provides a mechanism pursuant to which such special assessments may be placed on the tax roll and collected by the local tax collector ("Uniform Method"); and

WHEREAS, the District has previously evidenced its intention to utilize this Uniform Method and has approved an Agreement with the County Tax Collector to provide for the collection of the special assessments under the Uniform Method; and

- WHEREAS, it is in the best interests of the District to collected special assessments for operations and maintenance on platted lots using the Uniform Method and to directly collect from the remaining unplatted property reflecting their portion of the District's operations and maintenance expenses, as set forth in the budget; and
- WHEREAS, it is in the best interests of the District to adopt the Assessment Roll of the Shingle Creek at Bronson Community Development District (the "Assessment Roll") attached to this Resolution as Exhibit "B" and incorporated as a material part of this Resolution by this reference, and to certify the portion of the Assessment Roll on platted property to the County Tax Collector pursuant to the Uniform Method and to directly collect the remaining portion on the unplatted property; and
- WHEREAS, it is in the best interests of the District to permit the District Manager to amend, from time to time, the Assessment Roll adopted herein, including that portion certified to the County Tax Collector by this Resolution, as the Property Appraiser updates the property roll for the County, for such time as authorized by Florida law.
- NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE SHINGLE CREEK AT BRONSON COMMUNITY DEVELOPMENT DISTRICT:
- **SECTION 1. INCORPORATION OF RECITALS AND AUTHORITY.** The recitals stated above are true and correct and by this reference are incorporated by reference as a material part of this Resolution. The Resolution is adopted pursuant to the provisions of Florida Law, including Chapter 170, 190 and 197, *Florida Statutes*.
- **SECTION 2. BENEFIT.** The provision of the services, facilities, and operations as described in Exhibit "A" confer a special and peculiar benefit to the lands within the District, which benefits exceed or equal the costs of the assessments. The allocation of the costs to the specially benefitted lands is shown in Exhibits "A" and "B."
- **SECTION 3. ASSESSMENT IMPOSITION.** A special assessment for operation and maintenance as provided for in Chapter 190, Florida Statutes, is hereby imposed and levied on benefitted lands within the District in accordance with Exhibit "B." The lien of the special assessments for operations and maintenance imposed and levied by this Resolution shall be effective upon passage of this Resolution.
- **SECTION 4. COLLECTION.** The collection of the previously levied debt service assessments and operation and maintenance special assessments on platted lots and developed lands shall be at the same time and in the same manner as County taxes in accordance with the Uniform Method, as set forth in Exhibits "A" and "B." The previously levied debt services assessments and operations and maintenance assessments on undeveloped and unplatted lands will be collected directly by the District in accordance with Florida law, as set forth in Exhibits "A" and "B." Assessments directly collected by the District are due according to the flowing schedule: 50% due no later then November 1, 2020, 25% due no later than February 1, 2021 and

25% due no later than May 1, 2021. In the event that an assessment payment is not made in accordance with the schedule stated above, such assessment and any future scheduled assessment payments due for Fiscal Year 2021 shall be delinquent and shall accrue penalties and interest in the amount of one percent (1%) per month plus all costs of collection and enforcement, and shall either be enforced pursuant to a foreclosure action, or, at the District's discretion, collected pursuant to the Uniform Method on a future tax bill, which amount may include penalties, interest, and costs of collection and enforcement. In the event as assessment subject to direct collection by the District shall be delinquent, the District Manager and District Counsel, without further authorization by the Board, may initiate foreclosure proceedings to collect and enforce the delinquent and remaining assessments. Notwithstanding the foregoing, any assessments which, by operation of law or otherwise, have been accelerated for non-payment, are not certified by this Resolution.

**SECTION 5. CERTIFICATION OF ASSESSMENT ROLL.** The District's Assessment Roll, attached to this Resolution as Exhibit "B," is hereby certified. That portion of the District's Assessment Roll which includes developed lands and platted lots is hereby certified to the County Tax Collector and shall be collected by the County Tax Collector in the same manner and time as County taxes. The proceeds there from shall be paid to the Shingle Creek at Bronson Community Development District.

**SECTION 6. ASSESSMENT ROLL AMENDMENT.** The District Manager shall keep appraised of all updates made to the County property roll by Property Appraiser after the date of this Resolution, and shall amend the District's Assessment Roll in accordance with any such updates, for such time as authorized by Florida law, to the County property roll. After any amendment of the Assessment Roll, the District Manager shall file the updates to the tax roll in the District records.

**SECTION 7. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

**SECTION 8. EFFECTIVE DATE.** This Resolution shall take effect upon the passage and adoption of this Resolution by the Board of Supervisors of the Shingle Creek at Bronson Community Development District.

PASSED AND ADOPTED this 3rd day of August, 2020.

ATTEST:	SHINGLE CREEK COMMUNITY DISTRICT	AT BRONSON DEVELOPMENT
Secretary/Assistant Secretary	By:	
Sociomiy/2 issismic Sociomiy	Its:	

# SECTION VIII

# This item will be provided under separate cover

# SECTION IX

# SECTION A

# SECTION 1

From: Kristen Trucco ktrucco@lathamluna.com @ Subject: Shingle Creek at Bronson - Board Meeting 6/1

Date: May 26, 2020 at 11:33 AM

To: George Flint gflint@gmscfl.com, Stacie Vanderbilt svanderbilt@gmscfl.com, Jason Showe jshowe@gmscfl.com

Cc: Jan Carpenter JCarpenter@lathamluna.com, JoAnna Sweeney jsweeney@lathamluna.com

#### Good morning,

For the next Shingle Creek at Bronson CDD Board meeting would you please include the information below in the Agenda as part of the Attorney's report? Thank you very much.

The Florida legislature has recently amended sections of the Florida law related to government accountability and auditing requirements. These amendments are currently effective.

-Amending Section 11.40, *Florida Statutes*, specifying that the Governor or the designee of the Governor or of the commissioner, may notify the Legislative Auditing Committee of an entity's failure to comply with certain auditing and financial reporting requirements.

-Amending Section 11.47, *Florida Statutes*, specifying that any person who willfully fails or refuses to provide access to an employee, officer, or agent of an entity under audit is subject to a penalty.

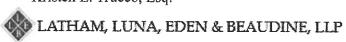
-Amending Sections 129.03, 129.06 and 166.241, *Florida Statutes*, requiring counties and municipalities to maintain certain budget documents on the entities' website for a specified period (for example, a budget amendment is now required to be posted on a county's website for at least 2 years after adoption).

-Amending Section 218.32, *Florida Statutes*, authorizing the Department of Financial Services to request additional information from a local governmental entity in preparation of an annual report; requiring a local governmental entity to respond to such requests within a specified timeframe; and requiring the Department to notify the Legislative Auditing Committee of any non-compliance.

-Amending Section 218.33, *Florida Statutes*, requiring local governmental entities to establish and maintain internal controls to achieve specified purposes. The specified purposes include to prevent and detect fraud, waste, and abuse; to promote and encourage compliance with applicable laws and rules; to support economical and efficient operations; to ensure reliability of financial records and reports; and to safeguard assets.

Thank you,

Kristen E. Trucco, Esq.

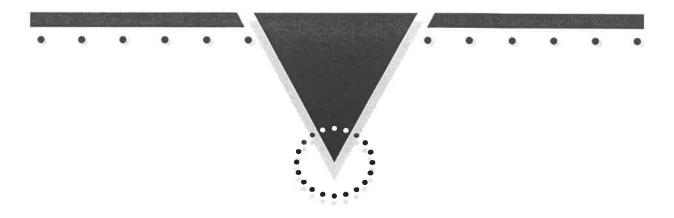


111 N. Magnolia Avenue, Suite 1400



# SECTION C

# SECTION 1



# **Shingle Creek at Bronson Community Development District**

Unaudited Financial Reporting

June 30, 2020



# **TABLE OF CONTENTS**

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

### **SHINGLE CREEK AT BRONSON**

# COMMUNITY DEVELOPMENT DISTRICT BALANCE SHEET June 30, 2020

	General Fund
ASSETS:	
CASH	\$6,947
DUE FROM DEVELOPER	\$5,283
TOTAL ASSETS	\$12,231
LIABILITIES: ACCOUNTS PAYABLE	\$5,378
FUND EQUITY:	
FUND BALANCES: UNASSIGNED	\$6,852
ONTOOLOUED	70,632
TOTAL LIABILITIES & FUND EQUITY	\$12,231

### **SHINGLE CREEK AT BRONSON**

### COMMUNITY DEVELOPMENT DISTRICT

#### **GENERAL FUND**

Statement of Revenues & Expenditures

For The Period Ending June 30, 2020

	ADOPTED	PRORATED BUDGET	ACTUAL	
	BUDGET	THRU6/30/20	THRU6/30/20	VARIANCE
REVENUES:				
DEVELOPER CONTRIBUTIONS	\$70,494	\$54,829	\$47,816	(\$7,013)
TOTAL REVENUES	\$70,494	\$54,829	\$47,816	(\$7,013)
EXPENDITURES:				
ADMINISTRATIVE:				
ENGINEERING	\$9,000	\$7,000	\$570	\$6,430
ATTORNEY	\$18,750	\$14,583	\$5,598	\$8,985
MANAGEMENT FEES	\$26,250	\$20,417	\$18,159	\$2,258
INFORMATION TECHNOLOGY	\$900	\$700	\$649	\$51
WEBSITE CREATION/ADA COMPLIANCE	\$2,500	\$2,500	\$2,575	(\$75)
TELEPHONE	\$225	\$175	\$0	\$175
POSTAGE	\$750	\$583	\$102	\$482
INSURANCE	\$5,000	\$5,000	\$3,740	\$1,260
PRINTING & BINDING	\$750	\$583	\$173	\$410
LEGAL ADVERTISING	\$5,000	\$3,889	\$9,190	(\$5,302)
OTHER CURRENT CHARGES	\$750	\$583	\$0	\$583
OFFICE SUPPLIES	\$469	\$365	\$57	\$308
DUES, LICENSE & SUBSCRITIONS	\$150	\$150	\$150	\$0
TOTAL EXPENDITURES	\$70,494	\$56,529	\$40,963	\$15,565
EXCESS REVENUES (EXPENDITURES)	\$0		\$6,852	
FUND BALANCE - Beginning	\$0		\$0	
FUND BALANCE - Ending	\$0		\$6,852	

SHINGLE CREEK AT BRONSON Community Development District

	000	Nov	Dec	Jan	Feb	March	April	May	June	Ajnf	Aue	Sept	Total
REVENUES:													
DEVELOPER CONTRIBUTIONS	0\$	\$	\$17,500	\$4,498	\$3,849	\$3,868	\$7,636	\$5,181	\$5,283	8	8	0\$	\$47,816
TOTAL REVENUES	05	\$	\$17,500	\$4,498	\$3,849	\$3.868	\$7,636	\$5,181	\$5,283	\$0	8.	90	\$47,816
EXPENDITURES:													
ADMINISTRATIVE:													
ENGINEERING	\$0\$	0\$	S	\$	\$380	\$	\$6\$	\$	\$6\$	\$	\$	os	\$570
ATTORNEY	\$0	\$0	\$923	\$449	\$632	\$1,375	\$454	\$1,766	\$	\$0\$	\$	\$0	\$5,598
MANAGEMENT FEES	\$	\$0\$	\$689	\$2,917	\$2,917	\$2,917	\$2,917	\$2,917	\$2,917	8	S	\$0	\$18,159
INFORMATION TECHNOLOGY	\$0\$	\$0	\$	\$100	\$100	\$100	\$149	\$100	\$100	\$	Ş	\$0	\$649
WEBSITE CREATION/ADA COMPLIANCE	\$	\$0	8	S	\$	\$2,575	\$0\$	\$	S	\$0\$	S,	\$0	\$2,575
TELEPHONE	\$0	\$0	\$	S	\$0	05	\$	æ	S	\$	\$	\$0	\$0
POSTAGE	Q\$	\$0	윣	\$	\$4	\$\$	\$29	\$34	\$33	\$\$	\$	\$0	\$102
INSURANCE	\$	\$0	Ş	\$3,740	읈	\$0\$	\$	S	S	\$	S,	ŞO	\$3,740
PRINTING & BINDING	0\$	\$0	\$	\$0	\$58	\$50	\$38	\$13	\$14	\$0	\$0	\$0	\$173
LEGAL ADVERTISING	\$0\$	\$0	\$271	\$908	\$3,204	\$4,435	\$373	\$	S	8	\$	\$0	\$9,190
OTHER CURRENT CHARGES	S.	\$0	S	\$	\$0\$	0%	\$	Ş	S	\$	0\$	\$0	\$
OFFICE SUPPLIES	\$0\$	\$0	\$	\$	\$48	\$\$	\$	X.	S	\$	\$0	\$0	\$57
DUES, LICENSES & SUBSCRIPTIONS	0\$	0\$	8	\$150	80	\$0	\$0	Ş	S	S	S.	\$0	\$150
TOTAL EXPENDITURES	\$0	\$0	\$1,853	\$8,264	\$7,342	\$11,459	\$4,055	\$4,833	\$3,159	80	\$0	\$0	\$40,963
EXCESS REVENUES (EXPENDITURES)	0\$	\$0	\$15,647	(\$3,765)	(\$3,492)	(\$7,591)	\$3,581	\$348	\$2,125	0\$	\$	\$0	\$6,852

SHINGLE CREEK AT BRONSON
Community Development District
Developer Contributions/Due from Developer

									$\mathbf{I}$
Over and (short) Balance Due	1		ι	•	•	•	4	ı	
æ	\$	\$	\$	\$	\$	\$	δ.	\$	₩
Due from Capital		1	1	15,312.50	ı	•	95.00	1	15,407.50 \$
	ş	\$	\$	\$	\$	\$	ጭ	↔	사
General Fund Portion (20)	17,500.00	4,498.30	3,849.15	3,867.93	7,635.61	5,181.10	5,283.44	3,150.65	50,966.18 \$
<u>-</u>	❖	\$	ş	\$	❖	\$	\$	\$	\$
Total Funding Request	17,500.00	4,498.30	3,849.15	19,180.43	7,635.61	5,181.10	5,378.44	3,150.65	\$ 89:213:69
	4∕-	γ.	4∕-	ψ.	<b>₹</b>	\$	Ş.	45-	ν.
Check Amount	17,500.00	4,498.30	3,849.15	19,180.43	7,635.61	5,181.10			57,844.59 \$
	₩	\$	❖	\$	❖	\$			₩.
Payment Received Date	2/21/20	2/21/20	4/20/20	4/20/20	5/13/20	5/29/20			
Prepared Date	12/16/19	1/27/20	2/24/20	3/30/20	4/20/20	5/14/20	6/30/20	7/24/20	loper
Funding Request #	₽	2	ന	4	5	9	7	∞	Due from Developer

**Total Developer Contributions FY20** 

# SECTION 2

# Shingle Creek at Bronson Community Development District

FY20 Funding Request #6 May 14, 2020

	Payee			General Fund
1	Governmental Management Services-CF, LLC			
	Inv# 10 - Domain Registration Fee - April 2020		\$	48.70
	Inv# 11- Management Fees - May 2020		\$	3,067.10
2	Hamilton Engineering & Surveying, Inc.			
	Inv# 60676 - Professional Services - February 2020		\$ \$	380.00
	Inv# 60676 - Professional Services - April 2020		\$	95.00
3	Latham, Luna, Eden & Beaudine, LLP			
	Inv# 91036 - Legal Counsel Services - March 2020		\$	1,375.00
4	Supervisor Fees			
	May 4, 2020			
	Brent Kewley		\$	215.30
			\$	5,181.10
		Total:	\$	5,181.10

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

Invoice #: 10

Invoice Date: 4/22/20 Due Date: 4/22/20

Case:

P.O. Number: CF0614

**Balance Due** 

\$48.70

#### Bill To:

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

in recent in the

• .	Description		Hours/Qty	Rate	
Domain	=			48.70	48.70
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			1		1
			1		
			Total		\$48.70
		<b>x</b>	raym	ents/Credits	\$0.0

### GMS-Central Florida, LLC

1001 Bradford Way Kingston, TN 37763

### Invoice

\$3,067.10

**Balance Due** 

Invoice #: 11

invoice Date: 5/1/20

Due Date: 5/1/20

Case: P.O. Number:

Bill To:

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

Description	Hours/Qty	Rate	Amount
lanagement Fees - May 2020 Iformation Technology - May 2020 Iffice Supplies ostage optes		2,916.67 100.00 3.52 33.71 13.20	2,916.67 100,00 3.52 33.71 13.20
1		18 =	
		- 4	
#		-	
			6
	Total		\$3,067.10
		nts/Credits	\$0.00

**Invoice** 



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

Teresa Viscarra

Shingle Creek at Bronson CDD

1408 Hamlin Avenue

Unit E

St. Cloud, FL 34771

March 13, 2020

Project No:

03752.0001

Invoice No:

60676

Project Manager:

David Reid

Project

03752.0001

Shingle Creek at Bronson CDD- O&M

Professional Services for the Period: February 1, 2020 to February 29, 2020

Dhogo

030 4

Administration

**Professional Personnel** 

Eng Sr Project Manager,PE,Sr VP
Reid, David 2/3/2020 2.00 190.00 380.00
BOS Mtg
Final edits and copies for Engineer's Report
Totals 2.00 380.00
Total Labor

\_ . . . . . .

Total for this Section: \$380.00

TOTAL DUE THIS INVOICE:

\$380.00

380.00

Invoice

Total



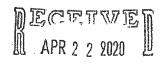
DECETVED I MAY 0 8 2020

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

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

Teresa Viscarra Shingle Creek at Bronson CDD May 1, 2020 1408 Hamlin Avenue Project No: 03752.0001 Invoice No: 60950 Unit E St. Cloud, FL 34771 Project Manager: David Reid Email Invoices to: tviscarra@gmscfl.com 03752.0001 Shingle Creek at Bronson CDD- O&M Professional Services for the Period: March 28, 2020 to April 24, 2020 Administration **Professional Personnel** Hours Rate Amount Eng Sr Project Manager,PE,Sr VP 95.00 190.00 .50 Reid, David 4/6/2020 CDD BOS mtg 95.00 .50 Totals 95.00 **Total Labor** Total for this Section: \$95.00 TOTAL DUE THIS INVOICE: \$95.00 Billed-to-Date Prior Total Current 95.00 380.00 475.00 Labor 380.00 475.00 95.00 **Totals Outstanding Invoices** Balance Number Date 60892 4/8/2020 380.00

380:00



BA:

# 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

April 22, 2020

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

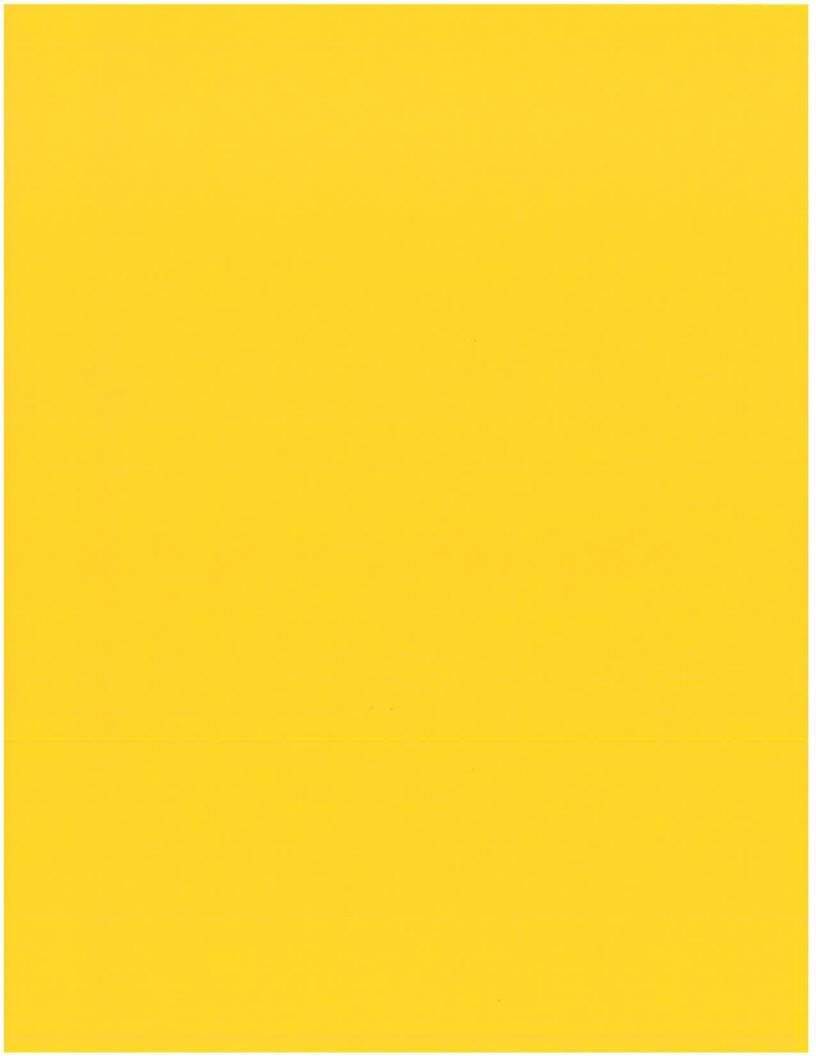
### INVOICE

Matter ID: 7768-001 General

> Invoice # 91036 Federal ID # 59-3366512

#### For Professional Services Rendered:

03/02/2020	ACD	Prepare for and attend board meeting; follow up on action items	2.20 hr	\$550.00
03/03/2020	KET	E-mail correspondence regarding Delegation Resolution.	0.20 hr	\$50.00
03/03/2020	ACD	Emails on upcoming conveyances for new phase plat; review new plat	. 0.70 hr	\$175.00
03/24/2020	KET	Preparation of meeting notice, including review of applicable statutes and Florida rules and regulations, regarding COVID-19.	1.50 hr	\$375.00
03/25/2020	KET	Complete meeting notice; E-mail correspondence regarding same.	0.90 hr	\$225.00
		Total Professional S	Services:	\$1,375.00
		INVOICE SUMMARY		
		For Professional Services: 5.50 H	ours	\$1,375.00
: II		New Charges this Invoice:		\$1,375.00
		Previous Balance:		\$1,080.97
		Less Payment and Credits Received:		\$0.00
		Outstanding Balance:		\$1,080.97
		Plus New Charges this Invoice:		\$1,375.00
Billed 7	Through: 1	Total Due:	6	\$2,455.97



# **Shingle Creek at Bronson**

**Community Development District** 

FY20 Funding Request #7 June 30, 2020

	Payee		General Fund	Capital Outlay
1 2 3	Governmental Management Services-CF, LLC Inv#12 - Management Fees - June 2020  Hamilton Engineering & Surveying, Inc. Inv#60951 - Professional Services - April 2020  Latham, Luna, Eden & Beaudine, LLP	\$	3,063.92	\$ 95.00
	Inv# 91563 - General Counsel - April 2020 Inv# 92099 - General Counsel - May 2020	\$ \$	453.50 1,766.02	
		<b>\$</b>	5,283.44	\$ 95.00
			Total:	\$ 5,378.44

Please make check payable to:

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

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

1001 Bradford Way Kingston, TN 37763

# Invoice

Invoice #: 12

Invoice Date: 6/1/20 Due Date: 6/1/20

Case:

P.O. Number:

Bill To:

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

Description #/hd	Hours/Qty Rate	Amount
Management Fees - June 2020  Management Fees	Rate  2,916.6: 100.00 0.00 33.4: 13.86	7 2,916.67 0 100.00 3 0.03 2 33.42
	Total Payments/Credits	\$3,063.92 \$0.00
	Balance Due	\$3,063.92

Invoice



#### 3409 W LEMON ST., TAMPA, FL 33609 TEL:813,250.3535 FAX:813.250.3636 EMAIL:ACCOUNTING@HAMILTONENGINEERING.US

Teresa Viscarra

Shingle Creek at Bronson CDD

1408 Hamlin Avenue

Unit E

St. Cloud, FL 34771

Email invoices to:tviscarra@gmscfl.com

May 1, 2020

Project No:

03752.0002

Invoice No:

60951

Project Manager: David Reid

Project

03752.0002

Shingle Creek at Bronson CDD-Construction

### Professional Services for the Period: March 28, 2020 to April 24, 2020

Phase

030B

Reporting

#### **Professional Personnel**

		Hours	Rate	Amount	
Eng Sr Project Manager,PE,	Sr VP				
Reid, David	4/24/2020	.50	190.00	95.00	
download does for	court hearing; to w/ Patricia	a mcConnell			
Totals		.50		95.00	
Total Lat	or				95.00

Total for this Section: \$95.00

TOTAL DUE THIS INVOICE:

\$95.00

#### Billed-to-Date

	Current	Prior	Total
Labor	95.00	15,312.50	15,407.50
Totals	95.00	15,312.50	15,407.50

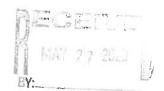
# LATHAM, LUNA, EDEN & BEAUDINE, LLP

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

May 26, 2020

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

#1#D 001210213315



### INVOICE

Matter ID: 7768-001

General

vendor 2

Invoice # 91563 Federal ID # 59-3366512

#### For Professional Services Rendered:

		1000 11011001001		
04/01/2020	jms	Review agenda, minutes, and provide notes on attorney related items	0.60 hr	\$45.00
04/01/2020	jms	Review updates regarding upcoming meeting to be held via Zoom - prepare list of items due for upcoming meeting	0.30 hr	\$22.50
04/06/2020	JAC	Respond to question from Bond Counsel; participate in Board Meeting via Zoom	0.70 hr	\$248.50
04/28/2020	KET	Email correspondence with Greenberg Traurig, P.A. regarding establishment of CDD.	0.40 hr	\$100.00
04/28/2020	jms	Review agenda and prepare notes on attorney related items	0.50 hr	\$37.50
		Total Professional S	Services:	\$453.50
		INVOICE SUMMARY		
		For Professional Services: 2.50 H	ours	\$453.50
		New Charges this Invoice:		\$453.50
		Previous Balance:		\$2,455.97
		Less Payment and Credits Received:		\$1,080.97
		Outstanding Balance:		\$1,375.00
		Plus New Charges this Invoice:		\$453.50
Billed 1	Through: A	pril 30, 2020 Total Due:		\$1,828.50

# 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

June 19, 2020

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

INVOICE

#244 310.513.015

Matter ID: 7768-001 General

> Invoice # 92099 Federal ID # 59-3366512

#### For Professional Services Rendered:

05/01/2020	KET	Review of agenda in preparation of board meeting.	0.30 hr	\$75.0
05/04/2020	KET	Preparation for board meeting. Attended board meeting. Preparation of completion documents for Series 2015 and 2019 Bonds. [no charge for second attorney]	1.20 hr	\$300.0
05/04/2020	JAC	Prep for participation in Board of Supervisors meeting by Zoom; prepare meeting follow up list	0.70 hr	\$248.5
05/22/2020	jms	Review file and follow up regarding Bonds, emails and due diligence	0.20 hr	\$15.0
05/26/2020	KET	Email correspondence regarding auditing requirements.	0.30 hr	\$75.0
05/27/2020	KET	Receipt and review of email correspondence regarding scheduling of next board meeting.	0.10 hr	\$25.0
		Total Professional Se	rvices:	\$738.50
For Disburse	ments I	ncurred:		
05/21/2020		Check # 47279 ORLANDO SENTINEL; Disbursement for Publishing Notice & Order to Show Cause: Shingle Creek at Bronson CDD v. State of Florida; Case No. 49-2020-CA-000327-OC in Orlando Sentinel for April 2020		\$1,027.52
		Total Disbursements Inc	curred:	\$1,027.52

Matter ID: 7768-001

### Invoice # 92099 Federal ID # 59-3366512

### **INVOICE SUMMARY**

	For Professional Services: For Disbursements Incurred:	2.80 Hours	\$738.50 \$1,027.52
	New Charges this Invoice:		\$1,766.02
	Previous Balance:		\$1,828.50
	Less Payment and Credits Received:		\$1,375.00
	Outstanding Balance: Plus New Charges this Invoice:		\$453.50 \$1,766.02
Billed Through: May 31, 2020	Total Due:		\$2,219.52



# **Shingle Creek at Bronson**

Community Development District

FY20 Funding Request #8 July 24, 2020

8	Payee		Ge	eneral Fund
1	Governmental Management Services-CF, LLC Inv#13 - Management Fees - July 2020		\$	3,055.65
2	Hamilton Engineering & Surveying, Inc. Inv#61519 - Professional Services - June 2020		\$	95.00
			\$	3,150.65
		Total:	\$	3,150.65

Please make check payable to:

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

### GMS-Central Florida, LLC

1001 Bradford Way Kingston, TN 37763

## Invoice

Invoice #: 13

Invoice Date: 7/1/20 Due Date: 7/1/20

Case:

P.O. Number:

#### Bill To:

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

Description	Hours/Qty	Rate	Amount
Management Fees - July 2020 OO1 - 310 - 51300 - 34000 Information Technology - July 2020 OO1 - 310 - 51300 - 35100 Office Supplies OO1 - 310 - 51300 - 51000 Postage OO1 - 310 - 51300 - 42000 Copies OO1 - 310 - 51300 - 42500	Hours/Qty	2,916.67 100.00 0.06 21.22 17.70	2,916.67 100.00 0.06 21.22
	Total		\$3,055.65
	Payments/	Credits	\$0.00
	Balance D	ue	\$3,055.65

Invoice



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



Shingle Creek at Bronson CDD

1408 Hamlin Avenue

Unit E

St. Cloud, FL 34771

July 2, 2020

Project No:

03752.0001

Invoice No:

61519

Project Manager:

David Reid

Project

03752.0001

Shingle Creek at Bronson CDD- O&M

Email invoices to: Teresa Viscara

tviscarra@gmscfl.com

Professional Services for the Period: May 30, 2020 to June 26, 2020

Phase

030A

Administration

**Professional Personnel** 

		Hours	Rate	Amount	
Eng Sr Project Manager,PE,Sr VP					
Reid, David	5/4/2020	.50	190.00	95.00	
BOS remote mtg				20100	
Totals		.50		95.00	
Total Labor				25.00	95.00
					93.00
			Total for this §	Section:	\$95.00

TOTAL DUE THIS INVOICE:

\$95.00

Billed-to-Date

	Current	Prior	Total
Labor	95.00	475.00	570.00
Totals	95.00	475.00	570.00

001-310-51300-31100

# SECTION 3



# MARY JANE ARRINGTON OSCEOLA COUNTY SUPERVISOR OF ELECTIONS

May 26, 2020

Ms. Stacie Vanderbilt Recording Secretary Shingle Creek at Bronson Community Development District 219 E. Livingston St. Orlando, FL 32801

RE: Shingle Creek at Bronson Community Development District – Registered Voters

Dear Ms. Vanderbilt:

Thank you for your letter of April 14, 2020 requesting confirmation of the number of registered voters within the Shingle Creek at Bronson Community Development District as of April 15, 2020.

The number of registered voters within the Shingle Creek at Bronson CDD is zero as of April 15, 2020.

If I can be of further assistance please contact me at 407.742.6000.

Respectfully yours,

Mary Jane Arrington
Supervisor of Elections

RECEIVED

MAY 28 2020

GMS-CF, LLC



# SECTION 4

# BOARD OF SUPERVISORS MEETING DATES SHINGLE CREEK AT BRONSON COMMUNITY DEVELOPMENT DISTRICT FISCAL YEAR 2021

The Board of Supervisors of the Shingle Creek at Bronson Community Development District will hold their regular meetings for Fiscal Year 2021 at 11:00 a.m., at the Oasis Club at ChampionsGate, 1520 Oasis Club Blvd., ChampionsGate, FL 33896, on the first Monday of the month, unless otherwise indicated, as follows:

October 5, 2020
November 2, 2020
December 7, 2020
January 4, 2021
February 1, 2021
March 1, 2021
April 5, 2021
May 3, 2021
June 7, 2021
\*No July Meeting – Falls on Holiday
August 2, 2021
Exception: September 13, 2021

The meetings are open to the public and will be conducted in accordance with the provision of Florida Law for Community Development Districts. The meetings may be continued to a date, time, and place to be specified on the record at the meeting. A copy of the agenda for these meetings may be obtained from the District Manager, Governmental Management Services – Central Florida, LLC, 219 E. Livingston Street, Orlando, FL 32801 or by calling (407) 841-5524.

There may be occasions when one or more Supervisors or staff will participate by speaker telephone. Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (407) 841-5524 at least 48 hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Office.

A person who decides to appeal any decision made at the meeting with respect to any matter considered at the meeting is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

George S. Flint
District Manager
Governmental Management Services - Central Florida, LLC