

*Central Lake Community
Development District*

Agenda

March 28, 2025

AGENDA

Central Lake

Community Development District

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

March 21, 2025

Board of Supervisors
Central Lake Community
Development District

Dear Board Members:

The meeting of the Board of Supervisors of the Central Lake Community Development District will be held **Friday, March 28, 2025 at 8:00 a.m. at the Mission Inn Resort, El Moro Room, 10400 County Road 48, Howey-in-the-Hills, Florida.** Following is the advance agenda for the meeting:

Audit Committee Meeting

1. Roll Call
2. Public Comment Period
3. Approval of Minutes of the December 9, 2024 Meeting
4. Tally of Audit Committee Member Rankings and Selection of Auditor
 - A. DiBartolomeo, McBee, Hartley & Barnes, P.A.
 - B. Grau & Associates
5. Adjournment

Board of Supervisors Meeting

1. Roll Call
2. Public Comment Period
3. Approval of Minutes of the December 9, 2024 Meeting
4. Discussion of Revised CIAC Rate Recommendation and Authorization to Set Rate Hearing
5. Ratification Items
 - A. Proposal from Wayne Automatic Fire Sprinklers for Fire Hydrant Painting
 - B. Amended and Restated Wholesale Wastewater Treatment Agreement with Town of Howey-in-the-Hills
6. Authorization to Issue RFQ for Professional Engineering Services
7. Consideration of Capacity Agreements – *Under Separate Cover*
8. Acceptance of Audit Committee Recommendation and Selection of #1 Ranked Firm to Provide Auditing Services for the Fiscal Year 2024
9. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. District Manager's Report
 - i. Approval of Check Register
 - ii. Balance Sheet and Income Statement
10. Supervisors Requests
11. Other Business

12. Next Meeting Date
13. Adjournment

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: Darrin Mossing, GMS

Enclosures

AUDIT COMMITTEE MEETING

MINUTES

MINUTES OF MEETING
CENTRAL LAKE
COMMUNITY DEVELOPMENT DISTRICT

The Central Lake Community Development District audit committee meeting was held Monday, December 9, 2024, at 8:24 a.m. at the Mission Inn Real Estate Office, 1080 San Luis, Howey-in-the-Hills, Florida.

Present were:

Heather Miller	Chair
Bud Beucher	
Daniel Parks	
George Flint	
Kevin Stone	

The following is a summary of the minutes and actions taken at the December 9, 2024 Audit Committee meeting of the Central Lake Community Development District.

FIRST ORDER OF BUSINESS

Roll Call

Mr. Flint called the audit committee meeting to order and called the roll.

SECOND ORDER OF BUSINESS

Public Comment Period

There being no comments, the next item followed.

THIRD ORDER OF BUSINESS

Audit Services

A. Approval of Request for Proposals and Audit Selection Criteria

Mr. Flint stated we did refer to a different district in part of the document and we will correct that. This is the standard RFQ that we have used in the past. It also includes the selection criteria that include ability of personnel, experience, understanding the scope, ability to provide the services and price which are weighted evenly at 20 points each for a total of 100. You have the option of excluding price. We recommend price be included.

On MOTION by Mr. Beucher seconded by Mr. Parks with all in favor the request for proposals and the audit selection criteria to include price were approved.

B. Approval of Notice of Request for Proposals for Audit Services

Mr. Flint stated we also included the form of notice that will run in the Orlando Sentinel, Lake County edition and it asks that any qualified auditors to respond by Friday, January 10, 2025 at 2:00 p.m. and provide their proposal to our office in downtown Orlando. We are asking for five-years of pricing.

On MOTION by Ms. Miller seconded by Mr. Parks with all in favor the request for proposals for audit services was approved.

C. Public Announcement of Opportunity to Provide Audit Services

Mr. Flint stated this is the announcement of the opportunity to provide audit services to the Central Lake Community Development District.

FOURTH ORDER OF BUSINESS Adjournment

Mr. Flint asked for a motion to adjourn the meeting.

On MOTION by Ms. Miller seconded by Mr. Parks with all in favor the meeting adjourned at 8:28 a.m.

Attest

Chair

SECTION IV

Central Lake CDD Auditor Selection

	Ability of Personnel (20 pts)	Proposer's Experience (20 pts)	Understanding of Scope of Work (20 pts)	Ability to Furnish the Required Services (20 pts)	Price (20 pts)	Total Points Earned	Ranking (1 being highest)
DiBartolomeo, McBee, Hartley & Barnes, P.A.					2024 - \$3,200 2025 - \$3,350 2026 - \$3,500 2027 - \$3,700 2028 - \$3,900		
Grau & Associates					2024 - \$7,000 2025 - \$7,200 2026 - \$7,400 2027 - \$7,600 2028 - \$7,800		

SECTION A

Central Lake Community Development District

Proposer

**DiBartolomeo, McBee, Hartley & Barnes, P.A.
Certified Public Accountants**

**2222 Colonial Road, Suite 200
Fort Pierce, Florida 34950
(772) 461-8833**

**591 SE Port St. Lucie Boulevard
Port Saint Lucie, Florida 34984
(772) 878-1952**

Contact:

**Jim Hartley, CPA
Principal**

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Central Lake
Community Development District
Audit Selection Committee

Dear Committee Members:

We are pleased to have this opportunity to present the qualifications of DiBartolomeo, McBee, Hartley & Barnes, P.A. (DMHB) to serve as Central Lake Community Development District's independent auditors. The audit is a significant engagement demanding various professional resources, governmental knowledge and expertise, and, most importantly, experience serving Florida local governments. DMHB understands the services required and is committed to performing these services within the required time frame. We have the staff available to complete this engagement in a timely fashion. We audit several entities across the State making it feasible to schedule and provide services at the required locations.

Proven Track Record— Our clients know our people and the quality of our work. We have always been responsive, met deadlines, and been willing to go the extra mile with the objective of providing significant value to mitigate the cost of the audit. This proven track record of successfully working together to serve governmental clients will enhance the quality of services we provide.

Experience—DMHB has a history of providing quality professional services to an impressive list of public sector clients in Florida. We currently serve a large number of public sector entities in Florida, including cities, villages, special districts, as well as a large number of community development districts. Our firm has performed in excess of 100 community development district audits. In addition, our senior management team members have between 25 and 35 years experience in serving Florida governments. DMHB is a recognized leader in providing services to governmental and non-profit agencies within the State of Florida. Through our experience in performing audits, we have been able to increase our audit efficiency and therefore reduce cost. We have continually passed this cost saving on to our clients and will continue to do so in the future. As a result of our experience and expertise, we have developed an effective and efficient audit approach designed to meet or exceed the performance specifications in accordance with audit standards generally accepted in the United States of America, the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States with minimal disruption to your operations. Our firm has frequent technical updates to keep our personnel informed and up to date on all changes that are occurring within the industry.

Timeliness – In order to meet the Districts needs, we will perform interim internal control testing by January 31st from unaudited preliminary general ledgers provided. The remaining testing will be completed no later than May 1st. We will also review all minutes and subsequent needs related to the review of the minutes by January 31st. Follow up review will be completed as necessary.

Communication and Knowledge Sharing— Another driving force behind our service approach is frequent, candid and open communication with management with no surprises. During the course of the audit, we will communicate with management on a regular basis to provide you with a status report on the audit and to discuss any issues that arise, potential management letter comments, or potential audit differences.

In the accompanying proposal, you will find additional information upon which you can evaluate DMHB's qualifications. Our full team is in place and waiting to serve you. Please contact us at 2222 Colonial Road, Suite 200 Fort Pierce, FL 34950. Our phone number is (772) 461-8833. We look forward to further discussion on how our team can work together with you.

Very truly yours,

A handwritten signature in black ink that reads "DiBartolomeo, McBee, Hartley & Barnes". The signature is written in a cursive, flowing style.

DiBartolomeo, McBee, Hartley & Barnes, P.A.

PROFESSIONAL QUALIFICATIONS

DiBartolomeo, McBee, Hartley & Barnes, P.A. is a local public accounting firm with offices in the cities of Fort Pierce and Port St. Lucie. The firm was formed in 1982.

➤ *Professional Staff Resources*

Our services will be delivered through personnel in both our Port St. Lucie and Ft. Pierce offices, located at 591 S.E. Port St. Lucie Blvd., Port St. Lucie, FL 34984 and 2222 Colonial Road, Suite 200, Fort Pierce, Florida 34950, respectively. DMHB has a total of 19 professional staff including 9 with extensive experience serving governmental entities.

Professional Staff Classification	Number of Professionals
Partner	4
Managers	2
Senior	2
Staff	11
	19

DiBartolomeo, McBee, Hartley & Barnes provides a variety of accounting, auditing, tax litigation support, estate planning, and consulting services. Some of the governmental, non-profit accounting, auditing and advisory services currently provided to clients include:

- Annual financial and compliance audits including Single Audits of State and Federal financial assistance programs under the OMB A-133 audit criteria
- Issuance of Comfort Letters, consent letters, and parity certificates in conjunction with the issuance of tax-exempt debt obligations, including compiling financial data and interim period financial statement reviews
- Assisting in compiling historical financial data for first-time and subsequent submissions for the GFOA Certificate of Achievement for Excellence in Financial Reporting

PROFESSIONAL QUALIFICATIONS (CONTINUED)

➤ *Professional Staff Resources (Continued)*

- Audits of franchise fees received from outside franchisees
- Preparation of annual reports to the State Department of Banking and Finance
- Audits of Internal Controls – Governmental Special Project
- Assistance with Implementation of current GASB pronouncements

➤ *Current and Near Future Workload*

In order to better serve and provide timely and informative financial data, we have comprised an experienced audit team. Our present and future workloads will permit the proposed audit team to perform these audits within the time schedule required and meet all deadlines.

➤ *Identification of Audit Team*

The team is composed of people who are experienced, professional, and creative. They fully understand your business and will provide you with reliable opinions. In addition, they will make a point to maintain ongoing dialogue with each other and management about the status of our services.

The auditing firm you select is only as good as the people who serve you. We are extremely proud of the outstanding team we have assembled for your engagement. Our team brings many years of relevant experience coupled with the technical skill, knowledge, authority, dedication, and most of all, the commitment you need to meet your government reporting obligations and the challenges that will result from the changing accounting standards.

A flow chart of the audit team and brief resumes detailing individual team members' experience in each of the relevant areas follow.

Jim Hartley, CPA – Engagement Partner (resume attached)
Will assist in the field as main contact

Jay McBee, CPA – Technical Reviewer (resume attached)

Christine Kenny, CPA – Senior (resume attached)

Jim Hartley

Partner – DiBartolomeo, McBee, Hartley & Barnes

Experience and Training

Jim has over 35 years of public accounting experience and would serve as the engagement partner. His experience and training include:

- 35 years of non-profit and governmental experience.
- Specializing in serving entities ranging from Government to Associations and Special District audits.
- Has performed audits and advisory services for a variety of public sector entities.
- Has extensive experience performing audits of federal grant recipients in accordance with the Single Audit Act and the related Office of Management and Budget (OMB) guidelines.
- Experienced in maintaining the GFOA Certificate of Achievement.
- 120 hours of CPE credits over the past 3 years.

Recent Engagements

Has provided audit services on governmental entities including towns, villages, cities, counties, special districts and community development districts. Jim has assisted with financial statement preparation, system implementation, and a variety of services to a wide range of non-profit and governmental entities. Jim currently provides internal audit and consulting services to governmental entities and non-profit agencies to assist in implementing and maintaining “best practice” accounting policies and procedures. Jim provides auditing services to the Fort Pierce Utilities Authority, St. Lucie County Fire District, City of Port St. Lucie, Tradition CDD #1 – 10, Southern Groves CDD #1-6, Multiple CDD audits, Town of St. Lucie Village, Town of Sewall’s Point, Town of Jupiter Island along with several other entities, including Condo and Homeowner Associations.

Education and Registrations

- Bachelor of Science in Accounting – Sterling College.
- Certified Public Accountant

Professional Affiliations

- Member of the American Institute of Certified Public Accountants
- Member of the Florida Institute of Certified Public Accountants
- Member of the Florida Government Finance Officers Association

Volunteer Service

- Treasurer & Executive Board - St. Lucie County Chamber of Commerce
- Budget Advisory Board - St. Lucie County School District
- Past Treasurer - Exchange Club for Prevention of Child Abuse & Exchange Foundation Board
- Board of Directors – State Division of Juvenile Justice

Jay L. McBee

Partner – DiBartolomeo, McBee, Hartley & Barnes

Experience and Training

Jay has over 45 years of public accounting experience and would serve as the technical reviewer on the audit. His experience and training include:

- 45 years of government experience.
- Specializing in serving local government entities.
- Has performed audits and advisory services for a variety of public sector entities including counties, cities, special districts, and school districts.
- Has experience performing audits of federal grant recipients in accordance with the Single Audit Act and the related Office of Management and Budget (OMB) guidelines, including Circular A-133 and the Rules of the Auditor General.
- Has extensive experience in performing pension audits.
- Experienced in developing and maintaining the GFOA Certificate of Achievement.
- 120 Hours of relevant government CPE credits over the past 3 years.
- Experience in municipal bond and other governmental-financing options and offerings.

Recent Engagements

Has provided auditing services on local governmental entities including towns, villages, cities, counties, special district and community development districts. Jay has assisted with financial preparation, system implementation, and a variety of government services to a wide range of governmental entities. Jay currently provides auditing services to the City of Port St. Lucie, City of Okeechobee Pension Trust Funds, St. Lucie County Fire District Pension funds, along with several other non-profit and governmental entities.

Education and Registrations

- Bachelor of Science in Accounting and Quantitative Business Management – West Virginia University.
- Certified Public Accountant

Professional Affiliations

- Member of the American Institute of Certified Public Accountants
- Member of the Florida Institute of Certified Public Accountants
- Member of the Florida Government Finance Officers Association

Volunteer Service

- Member of the St. Lucie County Citizens Budget Committee
- Finance committee for the First United Methodist Church
- Treasurer of Boys & Girls Club of St. Lucie County

Christine M. Kenny, CPA

Senior Staff – DiBartolomeo, McBee, Hartley & Barnes

Experience and training

Christine has over 18 years of public accounting experience and would serve as a senior staff for the Constitutional Officers. Her experience and training include:

- 18 years of manager and audit experience.
- Has performed audits and advisory services for a variety of public sector entities including counties, cities, towns and special districts.
- Has experience performing audits of federal grant recipients in accordance with the Single Audit Act and the related Office of Management and Budget (OMB) guidelines, including Circular A-133 and the Rules of the Auditor General.
- 100 hours of relevant government CPE credits over the past 3 years.

Recent Engagements

Has provided audit services on governmental entities including towns, villages, cities and special districts. Christine has assisted with financial statement preparation, system implementation, and a variety of services to a wide range of non-profit and governmental entities. Christine currently provides services to multiple agencies to assist in implementing and maintaining “best practice” accounting policies and procedures.

Engagements include St. Lucie County Fire District, City of Fort Pierce, Town of Sewall’s Point, and Town of St. Lucie Village.

Education and Registrations

- Bachelor of Science in Accounting – Florida State University
- Professional Affiliations
- Active Member of the Florida Institute of Certified Public Accountants
- Active Member of the American Institute of Certified Public Accountants
- Member of the Florida Government Finance Officers Association

PROFESSIONAL QUALIFICATIONS (CONTINUED)

➤ *Governmental Audit Experience*

DiBartolomeo, McBee, Hartley & Barnes, P.A., through its principals and members, has provided continuous in-depth professional accounting, auditing, and consulting services to local government units, nonprofit organizations, and commercial clients. Our professionals have developed considerable expertise in performing governmental audits and single audits and in preparing governmental financial statements in conformance with continually evolving GASB pronouncements, statements, and interpretations. All of the public sector entities we serve annually are required to be in accordance with GASB pronouncements and government auditing standards. We currently perform several Federal and State single audits in compliance with OMB Circular A-133 and under the Florida Single Audit Act. Our professionals are also experienced in assisting their clients with preparing Comprehensive Annual Financial Reports (GFOA).

All work performed by our firm is closely supervised by experienced certified public accountants. Only our most seasoned CPA's perform consulting services. Some of the professional accounting, auditing, and management consulting services currently provided to our local governmental clients include:

- Annual financial and compliance audits including Single Audits of State and Federal financial assistance programs under OMB A-133 audit criteria and the Florida Single Audit Act
- Assisting in compiling historical financial data for first-time and supplemental submissions for GFOA Certificate of Achievement of Excellence in Financial Reporting
- Audits of franchise fees received from outside franchisees
- Assistance with Implementation of GASB-34
- Internal audit functions
- Fixed assets review and updating cost/depreciation allocations and methods

ADDITIONAL DATA

➤ *Procedures for Ensuring Quality Control & Confidentiality*

Quality control in any CPA firm can never be taken for granted. It requires a continuing commitment to professional excellence. DiBartolomeo, McBee, Hartley & Barnes is formally dedicated to that commitment.

In an effort to continue to maintain the standards of working excellence required by our firm, DiBartolomeo, McBee, Hartley & Barnes, P.A. joined the Quality Review Program of the American Institute of Certified Public Accountants. To be a participating member firm, a firm must obtain an independent compliance review of its quality control policies and procedures to ascertain the firm's compliance with existing auditing standards on the applicable engagements. The scope of peer review is comprehensive in that it specifically reviews the following quality control policies and procedures of the participating firm:

- Professional, economic, and administrative independence
- Assignment of professional personnel to engagements
- Consultation on technical matters
- Supervision of engagement personnel
- Hiring and employment of personnel
- Professional development
- Advancement
- Acceptance and continuance of clients
- Inspection and review system

➤ *Independence*

Independence is a hallmark of our profession. We encourage our staff to use professional judgment in situations where our independence could be impaired or the perception of a conflict of interest might exist. In the governmental sector, public perception is as important as professional standards. Therefore, independent auditors must exercise utmost care in the performance of their duties.

Our firm has provided continuous certified public accounting services in the government sector for 31 years, and we are independent of the Community Development Districts as defined by the following rules, regulations, and standards:

ADDITIONAL DATA (CONTINUED)

➤ *Independence (Continued)*

- Au Section 220 – Statements on Auditing Standards issued by the American Institute of Certified Public Accountants
- ET Sections 101 and 102 – Code of Professional Conduct of the American Institute of Certified Public Accountants
- Chapter 21A-21, Florida Administrative Code
- Section 473.315, Florida Statutes
- Government Auditing Standards, issued by the Comptroller General of the United States

➤ *Computer Auditing Capabilities*

DiBartolomeo, McBee, Hartley & Barnes' strong computer capabilities as demonstrated by our progressive approach to computer auditing and extensive use of microcomputers. Jay McBee is the MIS partner for DMHB. Jay has extensive experience in auditing and evaluating various computer systems and would provide these services in this engagement.

We view the computer operation as an integral part of its accounting systems. We would evaluate the computer control environment to:

- Understand the computer control environment's effect on internal controls
- Conclude on whether aspects of the environment require special audit attention
- Make preliminary determination of comments for inclusion in our management letter

This evaluation includes:

- System hardware and software
- Organization and administration
- Access

Contracts of Similar Nature within References

Client	Years	Annual Audit In Accordance With GAAS	Engagement Partner	Incl. Utility Audit/ Consulting	GFOA Cert.	GASB 34 Implementation & Assistance	Total Hours
St. Lucie County Fire District Karen Russell, Clerk-Treasurer (772)462-2300	1984 - Current	√	Jim Hartley			√	250-300
City of Fort Pierce Johnna Morris, Finance Director (772)-460-2200	2005-current	√	Mark Barnes		√	√	800
Fort Pierce Utilities Authority Nina Hurtubise, Finance Director (772)-466-1600	2005-current	√	Jim Hartley	√	√	√	600
Town of St. Lucie Village Diane Robertson, Town Clerk (772) 595-0663	1999 – current	√	Jim Hartley			√	100
City of Okeechobee Pension Trust Funds Marita Rice, Supervisor of Finance (863)763-9460	1998 – current	√	Jay McBee				60
St. Lucie County Fire District 175 Pension Trust Fund Chris Bushman , Captain (772) 462-2300	1990 – current	√	Jay McBee				60
Tradition Community Development District 1-10 Alan Mishlove, District Finance Manager (407)382-3256	2002 - current	√	Jim Hartley			√	350
Legends Bay Community Development District Patricia Comings-Thibault (321)263-0132	2013-current	√	Jim Hartley				50
Union Park Community Development District Patricia Comings-Thibault (321)263-0132	2013-current	√	Jim Hartley				50
Deer Island Community Development District Patricia Comings-Thibault (321)263-0132	2013-current	√	Jim Hartley				50
Park Creek Community Development District Patricia Comings-Thibault (321)263-0132	2013-current	√	Jim Hartley				50
Waterleaf Community Development District Patricia Comings-Thibault (321)263-0132	2013-current	√	Jim Hartley				50

TECHNICAL APPROACH

a. *An Express Agreement to Meet or Exceed the Performance Specifications.*

1. The audit will be conducted in compliance with the following requirements:
 - a. Rules of the Auditor General for form and content of governmental audits
 - b. Regulations of the State Department of Banking and Finance
 - c. Audits of State and Local Governmental Units-American Institute of Certified Public Accountants.
2. The audit report shall contain the opinion of the auditor in reference to all financial statements, and an opinion reflecting compliance with applicable legal provisions.
3. We will also provide the required copies of the audit report, the management letter, any related reports on internal control weaknesses and one copy of the adjusting journal entries and financial work papers.
4. The auditor shall, at no additional charge, make all related work papers available to any Federal or State agency upon request in accordance with Federal and State Laws and Regulations.
5. We will work in cooperation with the District, its underwriters and bond council in regard to any bond issues that may occur during the term of the contract.
6. The financial statements shall be prepared in conformity with Governmental Accounting Standards Board Statement Number 34, 63 and 65.

We will commit to issuing the audit for each Fiscal year by June 1st of the following year. In order to ensure this we will perform interim internal control testing as required by January 31st from unaudited preliminary general ledgers provided. The remaining testing will be completed no later than May 1st. We will also review all minutes and subsequent needs related to the review of the minutes by January 30th. Follow up review will be completed as necessary.

b. A Tentative Schedule for Performing the Key phases of the Audit

Audit Phase and Tasks	Oct.	Nov.	Dec.	Jan.	Feb.	Mar.	Apr.
<i>I. Planning Phase:</i>							
Meetings and discussions with Central Lake Community Development District personnel regarding operating, accounting and reporting matters			[Bar]				
Discuss management expectations, strategies and objectives			[Bar]				
Review operations			[Bar]				
Develop engagement plan			[Bar]				
Study and evaluate internal controls			[Bar]				
Conduct preliminary analytical review			[Bar]				
<i>II. Detailed Audit Phase:</i>							
Conduct final risk assessment			[Bar]				
Finalize audit approach plan			[Bar]				
Perform substantive tests of account balances			[Bar]				
Perform single audit procedures (if applicable)			[Bar]				
Perform statutory compliance testing		[Bar]					
<i>III. Closing Phase:</i>							
Review subsequent events, contingencies and commitments			[Bar]				
Complete audit work and obtain management representations			[Bar]				
Review proposed audit adjustments with client			[Bar]				
<i>IV. Reporting Phase:</i>							
Review or assist in preparation of financial statement for Central Lake Community Development District			[Bar]				
Prepare management letter and other special reports			[Bar]				
Exit conference with Central Lake Community Development District officials and management			[Bar]				
Delivery of final reports			[Bar]				

b. SPECIFIC AUDIT APPROACH

Our partners are not strangers who show up for an entrance conference and an exit conference. We have developed an audit plan that allows the partners to directly supervise our staff in the field. By assigning two partners to the audit, we will have a partner on-site for a significant portion of the fieldwork. This also gives the District an additional contact individual for questions or problems that may arise during the audit.

The scope of our services will include a financial, as well as, a compliance audit of the District's financial statements. Our audit will be conducted in accordance with auditing standards generally accepted in the United States and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Additionally, our audit will be conducted in accordance with the provisions of Chapter 10.550, Rules of the Auditor General, which govern the conduct of local government entity audits performed in the State of Florida.

Our audit approach places emphasis on the accounting information system and how the data is recorded, rather than solely on the verification of numbers on a financial statement. This approach enables us to:

- Maximize our understanding of the District's operating environment
- Minimize time required conducting the audit since we start with broad considerations and narrow to specific audit objectives in critical areas

Our audit approach consists of four phases encompassing our audit process:

- Planning Phase
- Detailed Audit Phase
- Closing Phase
- Reporting

Planning Phase

Meetings and Expectations:

Our first step in this phase will be to set up a planning meeting with the financial and operating management of Central Lake Community Development District. Our goal here is to eliminate "surprises." By meeting with responsible officials early on we can discuss significant accounting policies, closing procedures and timetables, planned timing of our audit procedures and expectations of our work. This will also be the starting point for our discussions with management related to *SAS No. 99-Consideration of Fraud in a Financial Statement Audit*. Inquiries will be made regarding managements knowledge of fraud and on management's views regarding the risk of fraud.

Review Operations and Develop Engagement Plan

It is critical that we understand the District's operating environment. To do this we will obtain and review such items as, organizational charts, recent financial statements, budget information, major contracts and lease agreements. We will also gather other information necessary to increase our understanding of the District's operations, organization, and internal control.

Study and Evaluate Internal Control

As part of general planning, we will obtain an understanding and assessment of the District's control environment. This assessment involves a review of management's operating style, written internal control procedures, and the District's accounting system. The assessment is necessary to determine if we can rely on control procedures and thus reduce the extent of substantive testing.

We then test compliance with established control procedures by ascertaining that the significant strengths within the system are functioning as described to us. Generally, transactions are selected and reviewed in sufficient detail to permit us to formulate conclusions regarding compliance with control procedures and the extent of operation compliance with pertinent laws and regulations. This involves gaining an understanding of the District's procedures, laws and regulations, and testing systems for compliance by examining contracts, invoices, bid procedures, and other documents. After testing controls, we then evaluate the results of those tests and decide whether we can rely on controls and thus reduce other audit procedures.

Conduct Preliminary Analytical Review

Also during the planning stage, we undertake analytical procedures that aid us in focusing our energies in the right direction. We call these analytical reviews.

A properly designed analytical review can be a very effective audit procedure in audits of governmental units. Analytical reviews consist of more than just a comparison of current-year actual results to prior-year actual results. Very effective analytical review techniques include trend analysis covering a number of years and comparisons of information not maintained totally within the financial accounting system, such as per capita information, prevailing market interest rates, housing statistics, etc.

Some examples of effective analytical reviews performed together and/or individually include:

- Comparison of current-year actual results with current-year budget for the current and past years with investigation of significant differences and/or trends
- Trend analysis of the percentage of current-year revenues to current-year rates for the current and previous years with investigation of significant changes in the collection percentage
- Trend analysis of the percentage of expenditures by function for the current and previous years with investigation of significant changes in percentages by department
- Monthly analysis of receipts compared to prior years to detect trends that may have audit implications

Conclusions reached enable us to determine the nature, timing and extent of other substantive procedures.

Detailed Audit Phase

Conduct Final Risk Assessment and Prepare Audit Programs

Risk assessment requires evaluating the likelihood of errors occurring that could have a material affect on the financial statements being audited. The conclusions we reach are based on many evaluations of internal control, systems, accounts, and transactions that occur throughout the audit. After evaluating the results of our tests of control and our final risk assessment we can develop detailed audit programs.

Perform Substantive Tests of Account Balances

These tests are designed to provide reasonable assurance as to the validity of the information produced by the accounting system. Substantive tests involve such things as examining invoices supporting payments, confirmation of balances with independent parties, analytical review procedures, and physical inspection of assets. All significant accounts will be subjected to substantive procedures. Substantive tests provide direct evidence of the completeness, accuracy, and validity of data.

Perform Single Audit Procedures (if applicable)

During the planning phase of the audit we will request and review schedules of expenditures of federal awards and state financial assistance. These schedules will be the basis for our determination of the specific programs we will test.

In documenting our understanding of the internal control system for the financial statement audit, we will identify control activities that impact major federal and state programs as well. This will allow us to test certain controls for the financial audit and the single audit concurrently. We will then perform additional tests of controls for each federal and state program selected for testing. We will then evaluate the results of the test of controls to determine the nature, timing and extent of substantive testing necessary to determine compliance with major program requirements.

Perform Statutory Compliance Testing

We have developed audit programs for Central Lake Community Development District designed to test Florida Statutes as required by the Auditor General. These programs include test procedures such as general inquiries, confirmation from third parties, and examination of specific documents.

Closing Phase

During the closing phase we perform detail work paper reviews, request legal letters, review subsequent events and proposed audit adjustments. Communication with the client is critical in this phase to ensure that the information necessary to prepare financial statements in conformity with accounting principles generally accepted in the United States has been obtained.

Reporting Phase

Financial Statement Preparation

As a local firm, we spend a considerable amount of time on financial statement preparation and support. With this in mind, we can assist in certain portions of the preparation of financial statements or simply review a draft of financials prepared by your staff. We let you determine our level of involvement.

Management Letters

We want to help you solve problems before they become major.

Our management letters go beyond citing possible deficiencies in the District's internal control structures. They identify opportunities for increasing revenues, decreasing costs, improving management information, protecting assets and improving operational efficiency.

The diversity of experience of our personnel and their independent and objective viewpoints make the comments, observations, and conclusions presented in our management letters a valuable source of information. We have provided positive solution-oriented objective recommendations to our governmental clients regarding investments, accounting accuracy, data processing, revenue bonds, payroll, utility billing, purchasing, budgeting, risk management, and internal auditing.

This review ensures the integrity of the factual data in the management letter but does not influence or impair our independence.

Exit Conferences and Delivery of Reports

We anticipate meeting with appropriate District personnel in February and issuing the final required reports by the May meeting of each year.

PROPOSED AUDIT FEE

DiBartolomeo, McBee, Hartley & Barnes P.A. will perform the annual audit of Central Lake Community Development District as follows:

September 2024	\$ 3,200
September 2025	\$ 3,350
September 2026	\$ 3,500
September 2027	\$ 3,700
September 2028	\$ 3,900

In years of new debt issuance fees may be adjusted as mutually agreed upon.

SECTION B



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

Proposal to Provide Financial Auditing Services:

CENTRAL LAKE

COMMUNITY DEVELOPMENT DISTRICT

Proposal Due: January 10, 2025
2:00PM

Submitted to:

Central Lake
Community Development District
c/o District Manager
219 East Livingston Street
Orlando, Florida 32801

Submitted by:

Antonio J. Grau, Partner
Grau & Associates
1001 Yamato Road, Suite 301
Boca Raton, Florida 33431

Tel (561) 994-9299
(800) 229-4728

Fax (561) 994-5823

tgrau@graucpa.com

www.graucpa.com



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Grau & Associates

CERTIFIED PUBLIC ACCOUNTANTS

January 10, 2025

Central Lake Community Development District
c/o District Manager
219 East Livingston Street
Orlando, Florida 32801

Re: Request for Proposal for Professional Auditing Services for the fiscal year ended September 30, 2024, with an option for four (4) additional annual renewals.

Grau & Associates (Grau) welcomes the opportunity to respond to the Central Lake Community Development District's (the "District") Request for Proposal (RFP), and we look forward to working with you on your audit. We are an energetic and robust team of knowledgeable professionals and are a recognized leader of providing services to Community Development Districts. As one of Florida's few firms to primarily focus on government, we are especially equipped to provide you an effective and efficient audit.

Government audits are at the core of our practice: **95% of our work is performing audits for local governments and of that 98% are for special districts.** With our significant experience, we are able to increase efficiency, to provide immediate and continued savings, and to minimize disturbances to your operations.

Why Grau & Associates:

Knowledgeable Audit Team

Grau is proud that the personnel we assign to your audit are some of the most seasoned auditors in the field. Our staff performs governmental engagements year-round. When not working on your audit, your team is refining their audit approach for next year's audit. Our engagement partners have decades of experience and take a hands-on approach to our assignments, which all ensures a smoother process for you.

Servicing your Individual Needs

Our clients enjoy personalized service designed to satisfy their unique needs and requirements. Throughout the process of our audit, you will find that we welcome working with you to resolve any issues as swiftly and easily as possible. In addition, due to Grau's very low turnover rate for our industry, you also won't have to worry about retraining your auditors from year to year.

Developing Relationships

We strive to foster mutually beneficial relationships with our clients. We stay in touch year-round, updating, collaborating, and assisting you in implementing new legislation, rules and standards that affect your organization. We are also available as a sounding board and assist with technical questions.

Maintaining an Impeccable Reputation

We have never been involved in any litigation, proceeding or received any disciplinary action. Additionally, we have never been charged with, or convicted of, a public entity crime of any sort. We are financially stable and have never been involved in any bankruptcy proceedings.

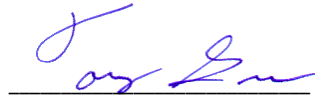
Complying With Standards

Our audit will follow the Auditing Standards of the AICPA, Generally Accepted Government Auditing Standards, issued by the Comptroller General of the United States, and the Rules of the Auditor General of the State of Florida, and any other applicable federal, state and local regulations. We will deliver our reports in accordance with your requirements.

This proposal is a firm and irrevocable offer for 90 days. We certify this proposal is made without previous understanding, agreement or connection either with any previous firms or corporations offering a proposal for the same items. We also certify our proposal is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action, and was prepared in good faith. Only the person(s), company or parties interested in the project as principals are named in the proposal. Grau has no existing or potential conflicts and anticipates no conflicts during the engagement. Our Federal I.D. number is 20-2067322.

We would be happy to answer any questions or to provide any additional information. We are genuinely excited about the prospect of serving you and establishing a long-term relationship. Please do not hesitate to call or email either of our Partners, Antonio J. Grau, CPA (tgrau@graucpa.com) or David Caplivski, CPA (dcaplivski@graucpa.com) at 561.994.9299. We thank you for considering our firm's qualifications and experience.

Very truly yours,
Grau & Associates



Antonio J. Grau

Firm Qualifications



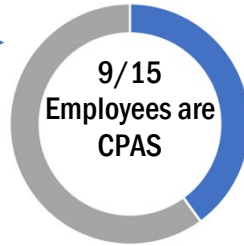
Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

Grau's Focus and Experience

Our Team



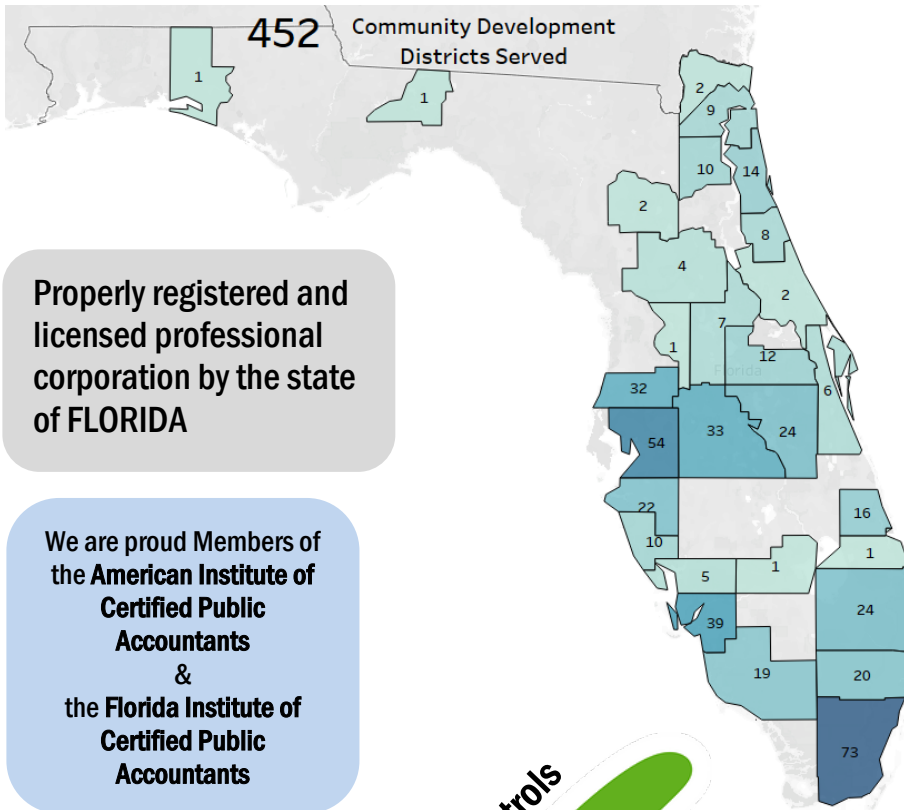
3 Partners
11 Professional Staff
2 Administrative Professionals



2005

Year founded

Services Provided



Properly registered and licensed professional corporation by the state of FLORIDA

We are proud Members of the American Institute of Certified Public Accountants & the Florida Institute of Certified Public Accountants

Quality Controls



- ⇒ External quality review program: consistently receives a pass
- ⇒ Internal: ongoing monitoring to maintain quality



AICPA | FICPA | GFOA | FASD | FGFOA

See next page for report and certificate



Florida Institute of Certified Public Accountants

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



Peer Review
Program

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

March 17, 2023

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

Dear Antonio Grau:

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

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

Thank you for your cooperation.

Sincerely,

FICPA Peer Review Committee

Peer Review Team
FICPA Peer Review Committee

850.224.2727, x5957

cc: Daniel Hevia, Racquel McIntosh

Firm Number: 900004390114

Review Number: 594791

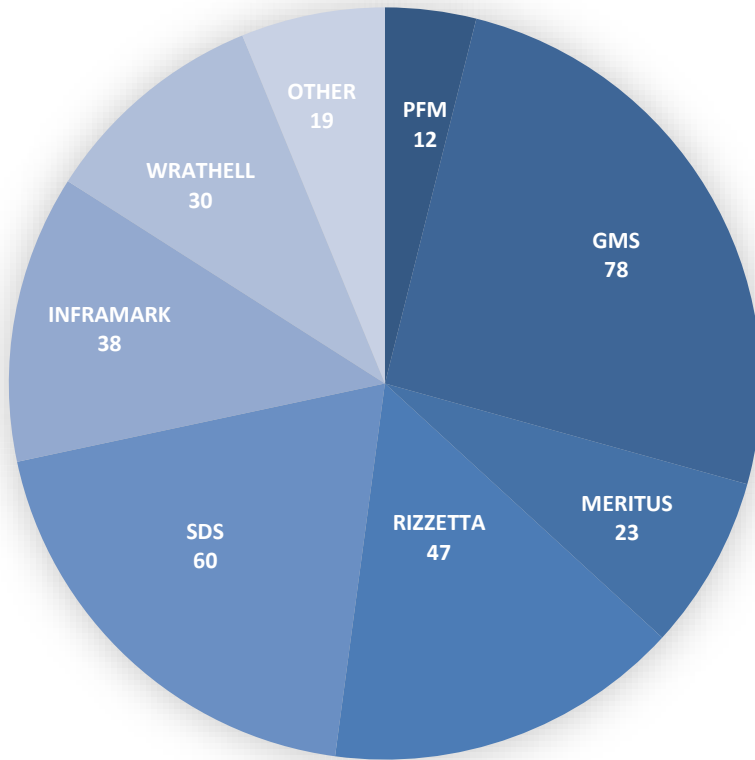
119 S Monroe Street, Suite 121 | Tallahassee, FL 32301 | 850.224.2727, in Florida | www.ficpa.org

Firm & Staff Experience



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

GRAU AND ASSOCIATES COMMUNITY DEVELOPMENT DISTRICT EXPERIENCE BY MANAGEMENT COMPANY



Profile Briefs:

Antonio J GRAU, CPA (Partner)

*Years Performing Audits: 35+
CPE (last 2 years): Government Accounting, Auditing: 24 hours; Accounting, Auditing and Other: 56 hours
Professional Memberships: AICPA, FICPA, FGFOA, GFOA*

David Caplivski, CPA (Partner)

*Years Performing Audits: 13+
CPE (last 2 years): Government Accounting, Auditing: 24 hours; Accounting, Auditing and Other: 64 hours
Professional Memberships: AICPA, FICPA, FGFOA, FASD*

“Here at Grau & Associates, staying up to date with the current technological landscape is one of our top priorities. Not only does it provide a more positive experience for our clients, but it also allows us to perform a more effective and efficient audit. With the every changing technology available and utilized by our clients, we are constantly innovating our audit process.”

- Tony Grau

“Quality audits and exceptional client service are at the heart of every decision we make. Our clients trust us to deliver a quality audit, adhering to high standards and assisting them with improvements for their organization.”

- David Caplivski

YOUR ENGAGEMENT TEAM

Grau's client-specific engagement team is meticulously organized in order to meet the unique needs of each client. Constant communication within our solution team allows for continuity of staff and audit team. The Certified Information Technology Professional (CITP) Partner will bring a unique blend of IT expertise and understanding of accounting principles to the financial statement audit of the District.



The assigned personnel will work closely with the partner and the District to ensure that the financial statements and all other reports are prepared in accordance with professional standards and firm policy. Responsibilities will include planning the audit; communicating with the client and the partners the progress of the audit; and determining that financial statements and all reports issued by the firm are accurate, complete and are prepared in accordance with professional standards and firm policy.

The Engagement Partner will participate extensively during the various stages of the engagement and has direct responsibility for engagement policy, direction, supervision, quality control, security, confidentiality of information of the engagement and communication with client personnel. The engagement partner will also be involved directing the development of the overall audit approach and plan; performing an overriding review of work papers and ascertain client satisfaction.



Antonio 'Tony' J. Grau, CPA Partner

Contact: tgrau@graucpa.com | (561) 939-6672

Experience

For over 30 years, Tony has been providing audit, accounting and consulting services to the firm's governmental, non-profit, employee benefit, overhead and arbitrage clients. He provides guidance to clients regarding complex accounting issues, internal controls and operations.

As a member of the Government Finance Officers Association Special Review Committee, Tony participated in the review process for awarding the GFOA Certificate of Achievement in Financial Reporting. Tony was also the review team leader for the Quality Review of the Office of Management Audits of School Board of Miami-Dade County. Tony received the AICPA advanced level certificate for governmental single audits.

Education

University of South Florida (1983)
Bachelor of Arts
Business Administration

Clients Served (partial list)

(>300) Various Special Districts, including:

- | | |
|--|--|
| Bayside Improvement Community Development District | St. Lucie West Services District |
| Dunes Community Development District | Ave Maria Stewardship Community District |
| Fishhawk Community Development District (I,II,IV) | Rivers Edge II Community Development District |
| Grand Bay at Doral Community Development District | Bartram Park Community Development District |
| Heritage Harbor North Community Development District | Bay Laurel Center Community Development District |
| | |
| Boca Raton Airport Authority | |
| Greater Naples Fire Rescue District | |
| Key Largo Wastewater Treatment District | |
| Lake Worth Drainage District | |
| South Indian River Water Control | |

Professional Associations/Memberships

- | | |
|--|---|
| American Institute of Certified Public Accountants | Florida Government Finance Officers Association |
| Florida Institute of Certified Public Accountants | Government Finance Officers Association Member |
| City of Boca Raton Financial Advisory Board Member | |

Professional Education (over the last two years)

<u>Course</u>	<u>Hours</u>
Government Accounting and Auditing	24
Accounting, Auditing and Other	<u>56</u>
Total Hours	<u>80</u> (includes of 4 hours of Ethics CPE)



David Caplivski, CPA/CITP, Partner
 Contact : dcaplivski@graucpa.com / 561-939-6676

Experience

Grau & Associates	Partner	2021-Present
Grau & Associates	Manager	2014-2020
Grau & Associates	Senior Auditor	2013-2014
Grau & Associates	Staff Auditor	2010-2013

Education

Florida Atlantic University (2009)
 Master of Accounting
 Nova Southeastern University (2002)
 Bachelor of Science
 Environmental Studies

Certifications and Certificates

Certified Public Accountant (2011)
 AICPA Certified Information Technology Professional (2018)
 AICPA Accreditation COSO Internal Control Certificate (2022)

Clients Served (partial list)

(>300) Various Special Districts	Hispanic Human Resource Council
Aid to Victims of Domestic Abuse	Loxahatchee Groves Water Control District
Boca Raton Airport Authority	Old Plantation Water Control District
Broward Education Foundation	Pinetree Water Control District
CareerSource Brevard	San Carlos Park Fire & Rescue Retirement Plan
CareerSource Central Florida 403 (b) Plan	South Indian River Water Control District
City of Lauderdale GERS	South Trail Fire Protection & Rescue District
City of Parkland Police Pension Fund	Town of Haverhill
City of Sunrise GERS	Town of Hypoluxo
Coquina Water Control District	Town of Hillsboro Beach
Central County Water Control District	Town of Lantana
City of Miami (program specific audits)	Town of Lauderdale By-The-Sea Volunteer Fire Pension
City of West Park	Town of Pembroke Park
Coquina Water Control District	Village of Wellington
East Central Regional Wastewater Treatment Fac.	Village of Golf
East Naples Fire Control & Rescue District	

Professional Education (over the last two years)

<u>Course</u>	<u>Hours</u>
Government Accounting and Auditing	24
Accounting, Auditing and Other	64
Total Hours	<u>88</u> (includes 4 hours of Ethics CPE)

Professional Associations

Member, American Institute of Certified Public Accountants
Member, Florida Institute of Certified Public Accountants
Member, Florida Government Finance Officers Association
Member, Florida Association of Special Districts

References



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

We have included three references of government engagements that require compliance with laws and regulations, follow fund accounting, and have financing requirements, which we believe are similar to the District.

Dunes Community Development District

Scope of Work	Financial audit
Engagement Partner	Antonio J. Grau
Dates	Annually since 1998
Client Contact	Darrin Mossing, Finance Director 475 W. Town Place, Suite 114 St. Augustine, Florida 32092 904-940-5850

Two Creeks Community Development District

Scope of Work	Financial audit
Engagement Partner	Antonio J. Grau
Dates	Annually since 2007
Client Contact	William Rizzetta, President 3434 Colwell Avenue, Suite 200 Tampa, Florida 33614 813-933-5571

Journey's End Community Development District

Scope of Work	Financial audit
Engagement Partner	Antonio J. Grau
Dates	Annually since 2004
Client Contact	Todd Wodraska, Vice President 2501 A Burns Road Palm Beach Gardens, Florida 33410 561-630-4922

Specific Audit Approach



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

AUDIT APPROACH

Grau's Understanding of Work Product / Scope of Services:

We recognize the District is an important entity and we are confident our firm is eminently qualified to meet the challenges of this engagement and deliver quality audit services. ***You would be a valued client of our firm and we pledge to commit all firm resources to provide the level and quality of services (as described below) which not only meet the requirements set forth in the RFP but will exceed those expectations.*** Grau & Associates fully understands the scope of professional services and work products requested. Our audit will follow the Auditing Standards of the AICPA, *Generally Accepted Government Auditing Standards*, issued by the Comptroller General of the United States, and the Rules of the Auditor General of the State of Florida and any other applicable Federal, State or Local regulations. **We will deliver our reports in accordance with your requirements.**

Proposed segmentation of the engagement

Our approach to the audit engagement is a risk-based approach which integrates the best of traditional auditing techniques and a total systems concept to enable the team to conduct a more efficient and effective audit. The audit will be conducted in three phases, which are as follows:



Phase I - Preliminary Planning

A thorough understanding of your organization, service objectives and operating environment is essential for the development of an audit plan and for an efficient, cost-effective audit. During this phase, we will meet with appropriate personnel to obtain and document our understanding of your operations and service objectives and, at the same time, give you the opportunity to express your expectations with respect to the services that we will provide. Our work effort will be coordinated so that there will be minimal disruption to your staff.

During this phase we will perform the following activities:

- » Review the regulatory, statutory and compliance requirements. This will include a review of applicable federal and state statutes, resolutions, bond documents, contracts, and other agreements;
- » Read minutes of meetings;
- » Review major sources of information such as budgets, organization charts, procedures, manuals, financial systems, and management information systems;
- » Obtain an understanding of fraud detection and prevention systems;
- » Obtain and document an understanding of internal control, including knowledge about the design of relevant policies, procedures, and records, and whether they have been placed in operation;
- » Assess risk and determine what controls we are to rely upon and what tests we are going to perform and perform test of controls;
- » Develop audit programs to incorporate the consideration of financial statement assertions, specific audit objectives, and appropriate audit procedures to achieve the specified objectives;
- » Discuss and resolve any accounting, auditing and reporting matters which have been identified.

Phase II – Execution of Audit Plan

The audit team will complete a major portion of transaction testing and audit requirements during this phase. The procedures performed during this period will enable us to identify any matter that may impact the completion of our work or require the attention of management. Tasks to be performed in Phase II include, but are not limited to the following:

- » Apply analytical procedures to further assist in the determination of the nature, timing, and extent of auditing procedures used to obtain evidential matter for specific account balances or classes of transactions;
- » Perform tests of account balances and transactions through sampling, vouching, confirmation and other analytical procedures; and
- » Perform tests of compliance.

Phase III - Completion and Delivery

In this phase of the audit, we will complete the tasks related to year-end balances and financial reporting. All reports will be reviewed with management before issuance, and the partners will be available to meet and discuss our report and address any questions. Tasks to be performed in Phase III include, but are not limited to the following:

- » Perform final analytical procedures;
- » Review information and make inquiries for subsequent events; and
- » Meeting with Management to discuss preparation of draft financial statements and any potential findings or recommendations.

You should expect more from your accounting firm than a signature in your annual financial report. Our concept of truly responsive professional service emphasizes taking an active interest in the issues of concern to our clients and serving as an effective resource in dealing with those issues. In following this approach, we not only audit financial information with hindsight but also consider the foresight you apply in managing operations.

Application of this approach in developing our management letter is particularly important given the increasing financial pressures and public scrutiny facing today's public officials. We will prepare the management letter at the completion of our final procedures.

In preparing this management letter, we will initially review any draft comments or recommendations with management. In addition, we will take necessary steps to ensure that matters are communicated to those charged with governance.

In addition to communicating any recommendations, we will also communicate the following, if any:

- » Significant audit adjustments;
- » Significant deficiencies or material weaknesses;
- » Disagreements with management; and
- » Difficulties encountered in performing the audit.

Our findings will contain a statement of condition describing the situation and the area that needs strengthening, what should be corrected and why. Our suggestions will withstand the basic tests of corrective action:

Is the recommendation cost effective?

Is the recommendation the simplest to effectuate in order to correct a problem?

Is the recommendation at the heart of the problem and not just correcting a symptomatic matter?

Is the corrective action taking into account why the deficiency occurred?

To assure full agreement with facts and circumstances, we will fully discuss each item with Management prior to the final exit conference. This policy means there will be no “surprises” in the management letter and fosters a professional, cooperative atmosphere.

Communications

We emphasize a continuous, year-round dialogue between the District and our management team. We regularly communicate through personal telephone calls and electronic mail throughout the audit and on a regular basis.

Our clients have the ability to transmit information to us on our secure client portal with the ability to assign different staff with separate log on and viewing capability. This further facilitates efficiency as all assigned users receive electronic mail notification as soon as new information has been posted into the portal.

Cost of Services



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

Our proposed all-inclusive fees for the financial audit for the fiscal years ended September 30, 2024-2028 are as follows:

<u>Year Ended September 30,</u>	<u>Fee</u>
2024	\$7,000
2025	\$7,200
2026	\$7,400
2027	\$7,600
2028	<u>\$7,800</u>
TOTAL (2024-2028)	<u>\$37,000</u>

The above fees are based on the assumption that the District maintains its current level of operations. Should conditions change or Bonds are issued the fees would be adjusted accordingly upon approval from all parties concerned.

Supplemental Information



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

PARTIAL LIST OF CLIENTS

SPECIAL DISTRICTS	Governmental Audit	Single Audit	Utility Audit	Current Client	Year End
Boca Raton Airport Authority	✓	✓		✓	9/30
Captain's Key Dependent District	✓			✓	9/30
Central Broward Water Control District	✓			✓	9/30
Collier Mosquito Control District	✓			✓	9/30
Coquina Water Control District	✓			✓	9/30
East Central Regional Wastewater Treatment Facility	✓		✓		9/30
Florida Green Finance Authority	✓				9/30
Greater Boca Raton Beach and Park District	✓			✓	9/30
Greater Naples Fire Control and Rescue District	✓	✓		✓	9/30
Green Corridor P.A.C.E. District	✓			✓	9/30
Hobe-St. Lucie Conservancy District	✓			✓	9/30
Indian River Farms Water Control District	✓			✓	9/30
Indian River Mosquito Control District	✓				9/30
Indian Trail Improvement District	✓			✓	9/30
Key Largo Wastewater Treatment District	✓	✓	✓	✓	9/30
Lake Asbury Municipal Service Benefit District	✓			✓	9/30
Lake Padgett Estates Independent District	✓			✓	9/30
Lake Worth Drainage District	✓			✓	9/30
Lealman Special Fire Control District	✓			✓	9/30
Loxahatchee Groves Water Control District	✓				9/30
Old Plantation Water Control District	✓			✓	9/30
Pal Mar Water Control District	✓			✓	9/30
Pinellas Park Water Management District	✓			✓	9/30
Pine Tree Water Control District (Broward)	✓			✓	9/30
Pinetree Water Control District (Wellington)	✓				9/30
Port of The Islands Community Improvement District	✓		✓	✓	9/30
Ranger Drainage District	✓	✓		✓	9/30
Renaissance Improvement District	✓			✓	9/30
San Carlos Park Fire Protection and Rescue Service District	✓			✓	9/30
Sanibel Fire and Rescue District	✓				9/30
South Central Regional Wastewater Treatment and Disposal Board	✓				9/30
South Indian River Water Control District	✓	✓		✓	9/30
South Trail Fire Protection & Rescue District	✓			✓	9/30
Spring Lake Improvement District	✓			✓	9/30
St. Lucie West Services District	✓		✓	✓	9/30
Sunrise Lakes Phase IV Recreation District	✓			✓	9/30
Sunshine Water Control District	✓			✓	9/30
Sunny Hills Units 12-15 Dependent District	✓			✓	9/30
West Villages Improvement District	✓			✓	9/30
Various Community Development Districts (452)	✓			✓	9/30
TOTAL	491	5	4	484	

ADDITIONAL SERVICES

CONSULTING / MANAGEMENT ADVISORY SERVICES

Grau & Associates also provide a broad range of other management consulting services. Our expertise has been consistently utilized by Governmental and Non-Profit entities throughout Florida. Examples of engagements performed are as follows:

- Accounting systems
- Development of budgets
- Organizational structures
- Financing alternatives
- IT Auditing
- Fixed asset records
- Cost reimbursement
- Indirect cost allocation
- Grant administration and compliance

ARBITRAGE

The federal government has imposed complex rules to restrict the use of tax-exempt financing. Their principal purpose is to eliminate any significant arbitrage incentives in a tax-exempt issue. We have determined the applicability of these requirements and performed the rebate calculations for more than 150 bond issues, including both fixed and variable rate bonds.

73 Current
Arbitrage
Calculations

We look forward to providing Central Lake Community Development District with our resources and experience to accomplish not only those minimum requirements set forth in your Request for Proposal, but to exceed those expectations!

**For even more information on Grau & Associates
please visit us on www.graucpa.com.**

MINUTES

MINUTES OF MEETING
CENTRAL LAKE
COMMUNITY DEVELOPMENT DISTRICT

A special meeting of the Board of Supervisors of the Central Lake Community Development District was held Monday, December 9, 2024, at 8:00 a.m. at the Mission Inn Real Estate Office, 1080 San Luis, Howey-in-the-Hills, Florida.

Present and constituting a quorum were:

Bud Beucher	Chairman
Heather Miller	Assistant Secretary
Daniel Parks	Assistant Secretary

Also present were:

George Flint	District Manager
Kevin Stone	District Counsel
Dean Barberree	Reader Communities
John Arnold	Howey-in-the Hills

The following is a summary of the minutes and actions taken at the December 9, 2024 special meeting of the Board of Supervisors of the Central Lake Community Development District.

FIRST ORDER OF BUSINESS

Roll Call

Mr. Flint called the meeting to order at 8:00 a.m. and called the roll.

SECOND ORDER OF BUSINESS

Public Comment Period

Mr. Barberree stated I appreciate your consideration of our agreements and site modifications.

THIRD ORDER OF BUSINESS

Approval of the Minutes of the September 6, 2024 Meeting

On MOTION by Mr. Beucher seconded by Ms. Miller with all in favor the minutes of the September 6, 2024 meeting were approved, as presented.

FOURTH ORDER OF BUSINESS

Consideration of Wholesale Wastewater Agreement with the Town of Howey in the Hills

Mr. Stone stated there is a wholesale wastewater treatment agreement with the Town of Howey in the Hills by which the Town of Howey in the Hills provides retail wastewater collection service to the folks who live within the city limits. There are some small exceptions to that but by and large a resident or business that is within the town limits receives its retail service from the town and the town ships the wastewater to the District’s facilities for treatment and disposal. The agreement that was done in 2007 provided for this type of service in certain areas of the community. There was an additional agreement in 2012 that provided for wholesale service in an area of the community that includes the Reader development. The agreement was long overdue for an update to become comprehensive and capture the entire service area of the Town and fix some rate issues, among other things. We have been in negotiations with the Town attorney for a few years, with multiple in-person meetings with the Town Manager and Town Attorney and working with the plant owner and the Chair, we have come up with this form that should be pretty close to a final form. It is with the town right now; it was on their agenda for consideration recently but was pulled off with a few additional questions with the Town Counsel folks. We are going to request today that the Board approve this agreement in concept and substantially final form and delegate to the Chair in consultation with his professional advisors to make any adjustments that are necessary to conform to the approval that the town may give us. If the town finds some things that need to be corrected or adjusted that don’t materially change the deal, Bud will be able to sign the document on behalf of the District.

On MOTION by Mr. Parks seconded by Ms. Miller with all in favor the amended and restated wholesale wastewater treatment agreement with the Town of Howey in the Hills was approved in substantially final form and the Chair was delegated the authority to execute the final agreement after necessary adjustments to conform with the approval of the Town Counsel.

FIFTH ORDER OF BUSINESS

Consideration of Utility Reservation Agreement with Reader & Partners, LLC

Mr. Stone stated Reader & Partners is the developer of the Lake Hills residential portion, it is the large parcel that separates the Mission Inn property from the lakefront. The agreement that is being discussed right now is one that will provide a guaranty of capacity so that Reader

can move forward with their project understanding that they have the wastewater treatment capacity necessary for the development they have in mind. The retail service will be provided by the Town of Howey in the Hills. We expect it to be provided by the Town of Howey in the Hills in furtherance of that wholesale agreement we just talked about. The CDD does already have authority to serve in that area pursuant to the 2012 agreement. If there is a question about whether the town proceeds with the wholesale agreement, we could end up going back and amending that 2012 agreement to provide for the service we are talking about.

On MOTION by Mr. Parks seconded by Ms. Miller with all in favor the utility reservation agreement with Reader & Partners, LLC to provide wholesale wastewater treatment was approved in substantially final form and the chairman was authorized to swap exhibits or modify language in the form to adjust to a circumstance where the town does not approve the wholesale agreement and to finalize calculations and numbers in the agreement relating to the specific capacity reservations for the residential portion of the Lake Hills property and for those surrounding properties that could potentially contribute in the future and to execute the final agreement.

SIXTH ORDER OF BUSINESS

Consideration of Infrastructure Easement Agreement with SF Mission Inn, LLC

Mr. Flint stated this is related to the new transmission line that needs to be installed.

On MOTION by Ms. Miller seconded by Mr. Parks with all in favor the infrastructure easement agreement with SF Mission Inn, LLC was approved in substantially final form and the chair was authorized to execute the final easement agreement.

SEVENTH ORDER OF BUSINESS

Review and Acceptance of Fiscal Year 2023 Audit Report

Mr. Flint stated the management letter starts on page 21 of the audit and if there were any recommendations or findings they would be indicated here, and you can see there are no current or prior year findings or recommendations. It is a clean audit. We are initiating the RFQ process today for selection of an auditor. Although Berger Toombs finally completed the audit, it is considerably late, and we had the same issue with them in many other districts.

On MOTION by Mr. Beucher seconded by Mr. Parks with all in favor the fiscal year 2023 audit was accepted and its transmission to the State of Florida was ratified.

EIGHTH ORDER OF BUSINESS

Appointment of Audit Committee and Chairman

Mr. Flint stated the statutes require that when you select an independent auditor you are required to appoint an Audit Committee and designate a Chair. The purpose of the Audit Committee is to approve the form of the RFQ, the selection criteria and the form of the notice. Once the responses are received the Audit Committee will review those, rank those and provide a recommendation to the Board. In the past the Board has appointed themselves as the Audit Committee and we do have an Audit Committee meeting scheduled for immediately after this meeting.

On MOTION by Mr. Parks seconded by Ms. Miller with all in favor the Board members were appointed to sit as the Audit Committee and Ms. Miller was designated as Chair of the Audit Committee.

NINTH ORDER OF BUSINESS

Discussion of Hydrant Testing and Maintenance

Mr. Flint stated this issue came up recently with the HOA in development of their budget one of the items they looked at was the pressure testing and painting of the hydrant meters. Typically, that is a responsibility of the utility provider. They got some quotes and my recommendation would be that we refresh those quotes and bring back any proposals at a future meeting. That would involve pressure testing and painting the hydrants and then the hydrants are color coded based on the pressures on the testing. Lake County has historically not had a formal policy on hydrant testing. My understanding is that the fire marshal is in the process of developing that policy. It is something we will need to work on and review the proposals the HOA provided us, get additional proposals if necessary and bring that back to the Board.

TENTH ORDER OF BUSINESS

Staff Reports

A. Attorney

There being no comments, the next item followed.

B. Engineer

There being no comments, the next item followed.

C. Manager

i. Approval of Check Register

Mr. Flint presented the check register from August 30, 2024 through November 30, 2024 in the amount of \$153,866.39.

On MOTION by Ms. Miller seconded by Mr. Parks with all in favor the check register was approved.

ii. Balance Sheet and Income Statement

A copy of the financials was included in the agenda package. No Board action was required.

ELEVENTH ORDER OF BUSINESS Supervisor’s Requests and Audience Comments

There being none, the next item followed.

TWELFTH ORDER OF BUSINESS Other Business

There being no comments, the next item followed.

THIRTEENTH ORDER OF BUSINESS Next Meeting Date

Mr. Flint stated we meet on an as needed basis, so we don’t have a regular meeting scheduled. If something comes up that requires board action, we can schedule a special meeting with a seven-day notice.

FOURTEENTH ORDER OF BUSINESS Adjournment

Mr. Flint asked for a motion to adjourn the meeting.

On MOTION by Mr. Beucher seconded by Mr. Parks with all in favor the meeting adjourned at 8:23 a.m.

Secretary/Assistant Secretary

Chairman/Vice Chairman

SECTION IV

SECTION V

Key Engineering Associates, Inc.

March 19, 2025

George S. Flint
District Manager
Central Lake Community Development District
219 East Livingston Street
Orlando, FL 32801

RE: CIAC Rates
Frozen Grove WWTP

Mr. Flint:

Key Engineering Associates, Inc. has been retained to conduct a CIAC analysis for the Central Lake Community Development District (CDD). The analysis factored in current estimated WWTP construction costs and inflation rates. The CDD has a current CIAC rate of \$4,574.25 per ERU. The CIAC analysis has determined that the revenue generated by the current CIAC rate is insufficient to cover the cost of WWTP expansions.

A revised CIAC rate of \$5,250.00 per ERU is recommended. The proposed rate increase should be implemented as soon as possible.

Sincerely,
KEY Engineering Associates, Inc.

Keith A. Bachmann, P.E. #43760
Principal

Keith A. Bachmann, State of Florida
Professional Engineering License No. 43760

This item has been digitally signed and sealed by Keith A. Bachmann, P.E. on the date adjacent to the seal. Printed copies of this document are not considered signed and sealed and the signature must be verified on electronic copies.

4562 Rutledge Drive
Palm Harbor, FL 34685

keyengg@aol.com

Phone: (727) 781-1111

SECTION A



QUOTATION 1295074

Wayne Automatic Fire Sprinklers, Inc. OCO Branch
222 Capitol Ct
Ocoee, FL 34761-3019
USA

CUSTOMER	BILL TO	JOB LOCATION	
Central Lake CDD	Central Lake CDD	Las Colinas at Mission Inn	DATE January 20, 2025
219 East Livingston Street	219 East Livingston Street	Avenida Las Colinas	EXPIRY DATE February 19, 2025
	Orlando, FL 32801	Howey in the Hills, FL 34737	SALES REP John A Hume
George S. Flint	George S. Flint	George S. Flint	
(407) 841 5524 FX:	(407) 447 9955 FAX:	(407) 447 9955 FAX:	
			EMAIL jahume@waynefire.com

SCOPE OF WORK

Perform flow test at each Hydrant for GPM reading. Paint hydrant barrel red, or as otherwise directed by customer. Paint bonnet and caps per GPM reading;
 Red - less than 500 GPM
 Orange - 500 - 999 GPM
 Green - 1000 - 1499 GPM
 Blue - 1500 GPM or Greater

TOTAL: \$5,070.00

DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE (BEFORE TAXES)
Flow test of each hydrant for GPM reading	26.00	\$75.00	\$1,950.00
Paint each hydrant barrel red and paint bonnets according to GPM reading	26.00	\$100.00	\$2,600.00
Provide and place road Blue Reflector at each hydrant	26.00	\$20.00	\$520.00

SEE TERMS AND CONDITIONS AND TOTAL PRICE ON FOLLOWING PAGE(S).

Corporate Office	Tampa	Fort Myers	Deerfield Beach	Jacksonville	Concord	Raleigh
222 Capitol Court	3226 Cherry Palm Dr	4683 Laredo Ave	1500 S Powerline Rd Ste A	11326 Distribution Ave W	4370 Motorsport Dr.	5905 Triangle Dr
Ocoee, FL 34761	Tampa, FL 33619	Ft. Myers, FL 33905	Deerfield Beach, FL 33442	Jacksonville, FL 32256	Concord, NC 28027	Raleigh, NC 27617
407-656-3030	813-630-0303	239-433-3030	954-917-3030	904-268-3030	704-782-3032	919-723-2348
Alabama A-0457		Florida EF20001320		Georgia LVA205941		North Carolina 29611-SP-FA/LV
						South Carolina FAC.3385 M



Wayne Automatic Fire Sprinklers, Inc. OCO Branch
 222 Capitol Ct
 Ocoee, FL 34761-3019
 USA

TERMS AND CONDITIONS (DECEMBER 2018)

WAFS is referred to herein as "Seller" and the Customer is referred to as "Buyer".

SCOPE OF UNDERTAKING. Seller will perform the services described on the first page of this Quotation/Work Order ("Quotation") (the Work) as indicated in the Scope of Work Section. Seller will not perform the services or supply the materials or equipment described in the Exclusions above on page 1; no labor, services, equipment or materials are included in this Quotation except as specifically set forth in the Scope of Work described above. Except as specifically set forth below in the Limited Warranty, Seller makes no guaranty or Warranty that equipment or services supplied by Seller will detect or avert occurrences or the consequences therefrom that the equipment or services are designed to detect or avert. Buyer's signing of this Quotation shall create an enforceable contract between Seller and Buyer. Any alterations or additions to the Quotation made by Buyer must be initiated by Seller or shall be null and void and of no legal effect.

EQUIPMENT DISCONNECTIONS. Buyer is on NOTICE that the system(s)/device(s) listed on the face of this Quotation will be temporarily or permanently disconnected and no longer in service and, thus, cannot detect, perform and/or report occurrences of transmit signals.

EXISTING SYSTEM. Where new work is connected to an existing system, any deficiencies detected in the existing system during testing or charging of the system are solely the responsibility of the Buyer and are not covered by any Limited Warranty that may be applicable to the Work. Buyer hereby indemnifies and releases Seller from any and all claims arising out of or relating to the existing system and any damage, loss or injury caused by or to the existing system.

LIMITATION OF LIABILITY. In consideration of the potential relative costs and benefits accruing to Seller for performing the Work, Buyer agrees that under no circumstances shall the liability of Seller, whether in tort or contract, arising out of or relating to this Quotation or the performance or failure to perform any action by Seller or any employee, agent, subcontractor or representative of Seller exceed the monetary Price payable by Buyer to Seller as set forth above in this Quotation. As a condition precedent to any claim or lawsuit against Seller, all outstanding invoices must have been paid in full, without compromise on amounts owed.

ACTIONS BY OTHERS. In no event shall Seller be liable for any damage, loss, injury, or any other claim arising from any servicing, alterations, modifications, changes, failure to maintain or movements of the covered system(s) or any of its component parts by the Buyer or any third party.

WAIVER OF SUBROGATION. The Seller is not an insurer against loss or damage. Sufficient insurance shall be obtained by Buyer to cover the premises (and property therein) where the Work will be performed. Buyer agrees to rely exclusively on Buyer's insurance to recover for injuries, losses or damages suffered in the event of any loss, damage or injury to the premises, persons or property therein. Buyer, for itself and all others claiming by or through it under this Quotation, releases and discharges Seller from and against all losses, costs, expenses, and damages covered by Buyer's insurance. It is expressly agreed and understood that no insurance company, insurer or other entity/individual will have any right of subrogation against Seller.

INCIDENTAL/CONSEQUENTIAL DAMAGES. Under no circumstances shall Seller be liable to Buyer for indirect, incidental or consequential damages of any kind, including but not limited to damages arising from or related to the use, loss of use, performance, or failure of the covered system(s) to perform.

LIMITED WARRANTY. SELLER WARRANTS THAT THE WORK FURNISHED UNDER THIS QUOTATION WILL BE FREE FROM DEFECTS FOR A PERIOD OF ONE YEAR (365) DAYS FROM THE DATE SAID WORK IS COMPLETED. SELLER AGREES TO REPAIR OR REPLACE THE WORK PROVIDED THE WORK HAS NOT FAILED DUE TO CIRCUMSTANCES UNRELATED TO THE MATERIALS OR WORKMANSHIP FURNISHED BY SELLER (e.g. ABUSE, FAILURE TO MAINTAIN, SERVICE OR REPAIR BY OTHERS ETC...). EXCEPT AS EXPRESSLY SET FORTH HEREIN, SELLER OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY ANY, SUPPLIED HEREUNDER.

INDEMNITY. Buyer agrees to indemnify, hold harmless and defend Seller, to the fullest extent permitted by law, against any and all losses, damages, costs, including expert fees and attorney's fees, arising from or related to any action or failure to act by Buyer or any employee, agent, representative, officer or director of Buyer. In the event Seller is forced to retain an attorney in order to collect monies owed to Seller by Buyer, Buyer agrees to pay Seller's reasonable attorney's fees incurred both pre-suit and in litigation related to the collection of monies owed by Buyer to Seller or to Seller's attempt to enforce any of the terms and conditions of this Quotation. This Quotation shall be governed by the laws of the State where the Work is performed, without reference to any conflict of laws principles.

WATER SUPPLY. Seller makes no claims and/or representations as to the presence currently or in the future of corrosion inducing matter, i.e. microbiological organisms, contained within the water supply. Seller recommends that the water supply be periodically tested and, as needed, treated. Periodic testing and treatment of the water supply and all costs associated therewith are the sole responsibility of Buyer. Any such testing by Seller must be pursuant to a separate written agreement.

AFFILIATES. The terms and conditions set forth in this Quotation shall inure to the benefit of all parents, subsidiaries and affiliates of Seller, whether direct or indirect Seller's employees, agents, officers and directors.

PAYMENT TERMS: If the Price is greater than \$20,000, an initial deposit of 50% of the quoted Price may be requested by Seller at signing of the Quotation and before any Work is performed. All payments due beyond the initial deposit (if any) are due no later than 30 days from the date of invoice.

SUBTOTAL:	\$5,070.00
TAXES:	\$0.00
TOTAL:	\$5,070.00

SEE TERMS AND CONDITIONS AND TOTAL PRICE ON FOLLOWING PAGE(S).

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407-656-3030	813-630-0303	239-433-3030	954-917-3030	904-268-3030	704-782-3032	919-723-2348

Alabama A-0457 Florida EF20001320 Georgia LVA205941 North Carolina 29611-SP-FA/LV South Carolina FAC.3385 M



Automatic Fire Sprinklers, Inc.®

QUOTATION 1295074

Wayne Automatic Fire Sprinklers, Inc. OCO Branch
222 Capitol Ct
Ocoee, FL 34761-3019
USA

Please fax signed approval to (407) 656-8026.

Note: This proposal may be withdrawn by Seller if not accepted within fifteen (15) days.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. Seller is authorized to do work as specified.

Payment will be made as outlined below.

Payment to be made as follows: NET 30

Visa and MasterCard accepted for payment.

Buyer:

George S. Fluit

(Print Name)

Buyer Signature:

[Handwritten Signature]

Date:

1/21/25

SEE TERMS AND CONDITIONS AND TOTAL PRICE ON FOLLOWING PAGE(S).

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Alabama A-0457		Florida EF20001320	Georgia LVA205941	North Carolina 29611-SP-FA/LV	South Carolina FAC.3385 M	

SECTION B

**Town of Howey-in-the-Hills
and
Central Lake Community Development District**

**AMENDED AND RESTATED
WHOLESALE WASTEWATER TREATMENT AGREEMENT**

THIS AMENDED AND RESTATED WHOLESALE WASTEWATER TREATMENT AGREEMENT (“Agreement”) is made and entered into as of February 1, 2025 (“Effective Date”), by and between the **Town of Howey-in-the-Hills**, a Florida municipal corporation (“Howey”), and the **Central Lake Community Development District**, a Florida special district created pursuant to Chapter 190 of the Florida Statutes, (“CDD”), and combines, amends and restates in their entirety:

- i. that certain Wholesale Wastewater Service Agreement between Howey and the CDD dated August 7, 2007 (“2007 Wholesale Agreement”) and
- ii. that certain Wholesale Wastewater Service Agreement between Howey and the CDD dated February 27, 2012 (“2012 Wholesale Agreement” and, together with the 2007 Wholesale Agreement, the “Prior Wholesale Agreements”).

RECITALS

A. **WHEREAS**, Howey is a Florida municipality with home rule authority under Article VIII, Section 2 of the Florida Constitution and Chapter 166, F.S., to provide for the health, safety and welfare of its citizens; and

B. **WHEREAS**, the CDD is a local unit of special-purpose government created by Lake County Board of County Commissioners Ordinance 2001-75 pursuant to Chapter 190, Florida Statutes, and empowered to finance, construct or otherwise acquire, operate and maintain wastewater management facilities within its boundaries or without its boundaries when the project is the subject of an agreement between the CDD and a governmental entity and consistent with the local government’s comprehensive plan; and

C. **WHEREAS**, the CDD leases and operates a wastewater treatment system located in Lake County, Florida (“CDD’s Wastewater System”); and

D. **WHEREAS**, in 2001, before the formation of the 2007 Wholesale Agreement, the CDD entered into an Interlocal Agreement with the County dated May 10, 2001, which agreement was amended in 2006, 2007, and 2015 (as amended, the “County Interlocal Agreement”), which provides authority in accordance with Section 190.011, F.S. for the CDD to

provide utility services outside its geographic boundaries in specified unincorporated portions of Lake County; the service area where the CDD has authority to serve pursuant to the County Interlocal Agreement is depicted in Exhibit "A" to the Third Amendment to Interlocal Agreement dated September 2, 2015 and also attached to this Agreement as Exhibit "A" for convenience; the area depicted in Exhibit "A" is referred to herein as the "CDD Retail Service Territory"; and

E. **WHEREAS**, Howey enacted Ordinance 2003-307 on August 11, 2003, under which Howey created a water and wastewater service area as authorized by Chapter 180, Florida Statutes ("180 Service Area"); and

F. **WHEREAS**, Howey's 180 Service Area includes the entire town as well as unincorporated areas of Lake County in the general vicinity of Howey as depicted in the Utility Service Area Map attached as Exhibit "B" to this Agreement; and

G. **WHEREAS**, in 2005, before execution of the 2007 Wholesale Agreement, three developments then known as Mission Rise, The Reserve, and Venezia North and South (collectively the "2007 Developments," as more particularly defined in Section 2.31 herein) each reserved wastewater treatment capacity at the CDD's plant by entering into Agreements and Commitments for Utility Service ("CDD Service Agreements," as more particularly defined in Section 2.3 herein) with the CDD, and the CDD set aside and encumbered capacity in the CDD's Wastewater System for the treatment and disposal of wastewater to be generated by the land development contemplated to occur within the 2007 Developments; and

H. **WHEREAS**, after consenting to the 2007 Wholesale Agreement, one of the 2007 Developments, Mission Rise, defaulted in its obligations under its respective CDD Service Agreement, relieved Howey of its obligations under the CDD Service Agreement, and forfeited its reserved treatment and disposal capacity to the CDD; the CDD Service Agreements with The Reserve (n/k/a Hillside Groves) and with Venezia North (n/k/a Talichet) and Venezia South ("Vested 2007 Developments," as more particularly defined in Section 2.22 herein) remain in good standing; and

I. **WHEREAS**, pursuant to the 2012 Wholesale Agreement, the CDD agreed to reserve an unspecified amount of Wastewater Treatment Capacity to Howey and to provide wastewater treatment and disposal service on a wholesale basis for the development described therein and known as the Bouis Property (n/k/a Lake Hills PUD (the "2012 Development," as more particularly defined in Section 2.33 herein)); and

J. **WHEREAS**, the 2012 Development has not previously reserved capacity, and the CDD has not previously set aside and encumbered capacity, in the CDD's Wastewater System for the development contemplated to occur within the 2012 Development, nor was any specific capacity reserved in the 2012 Wholesale Agreement; and

K. **WHEREAS**, in addition to the Prior Wholesale Agreements, Howey, the CDD, and The School Board of Lake County entered into an Interlocal Agreement for Wastewater

Service for the ESE Center dated February 25, 2008 (“School Board Agreement,” as more particularly defined in Section 2.24 herein); and

L. **WHEREAS**, prior to the date of this Agreement, Howey and the CDD have without written agreement (but with Howey and the CDD’s mutual consent) connected the “Other Businesses” (as defined in Section 2.19 herein) to the Howey Collection Facilities for delivery to the CDD’s Treatment Facilities, and each of such Other Businesses have already paid for sewer contributions in aid of construction, and the CDD has set aside and encumbered capacity in the CDD’s Wastewater System for the treatment and disposal of wastewater to be generated by the Other Businesses; and

M. **WHEREAS**, the 2007 Wholesale Agreement, the 2012 Wholesale Agreement, and the School Board Agreement take different approaches to the provision of wholesale wastewater service with regard to issues such as billing and capacity, and there is no agreement that addresses development within the remainder of Howey’s 180 Service Area; and

N. **WHEREAS**, the parties desire to amend and restate in their entirety the Prior Wholesale Agreements so that the provisions of this Agreement will apply to all areas subject to the Prior Wholesale Agreements, together with all areas within the remainder of Howey’s 180 Service Area, but will not apply to the area subject to the School Board Agreement; and

O. **WHEREAS**, the CDD has determined its treatment facilities have 400,000 GPD in unused, unreserved, and available capacity (the “Excess Capacity”) it is willing to provide to Howey for use as provided in this Agreement, in addition to that capacity necessary to serve the Vested 2007 Developments and Other Businesses.

NOW THEREFORE, in consideration of the Recitals, covenants, agreement and promises herein contained, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

SECTION 1. RECITALS. The above Recitals are true and correct, and form a material part of this Agreement upon which the parties have relied.

SECTION 2. DEFINITIONS. The parties agree that in construing this Agreement, the following words, phrases, and terms shall have the following meanings unless the context indicates otherwise:

2.1. “Agreement” means this Amended and Restated Wholesale Wastewater Treatment Agreement as it may from time to time be modified.

2.2. “Capacity Request Notice” means the written request and notification for additional Wastewater Treatment Capacity provided by Howey to the CDD in the manner set forth in Section 3.4 of this Agreement.

2.3. “CDD Service Agreements” means those certain Agreements and Commitments for Utility Service originally entered between the CDD, as wastewater service provider and the owners of the 2007 Developments.

2.4. “CDD Wastewater System” means the CDD’s wastewater collection, transmission and treatment facilities (including the Treatment Facilities) in which wastewater is treated and disposed of, and which are operated and maintained by the CDD.

2.5. “CDD Retail Service Territory” means the service area where the CDD has authority to serve pursuant to the County Interlocal Agreement is depicted in Exhibit “A” to the County Interlocal Agreement (as adopted by the Third Amendment to Interlocal Agreement dated September 2, 2015) and also attached to this Agreement as Exhibit “A” for convenience. Properties that generate, or when developed will generate, wastewater within the CDD Retail Service Territory are referred to herein as “CDD Retail Customers.”

2.6. “County” means Lake County, a political subdivision of the State of Florida.

2.7. “County Interlocal Agreement” means that certain Interlocal Agreement between the County and the CDD dated May 10, 2001, as amended by that certain First Amendment date November 16, 2006, that certain Second Amendment dated June 26, 2007, and that certain Third Amendment dated September 2, 2015, and authorizing the CDD to provide water and wastewater utility services in certain portions of the County.

2.8. “Certificate of Wastewater Treatment Availability” shall have the meaning set forth in Section 3.4 of the Agreement.

2.9. “Developments” means (i) the Vested 2007 Developments, (ii) the Other Businesses, and (ii) the areas in the Future Development utilizing the Excess Capacity.

2.10 “ERU” means Equivalent Residential Unit and, for the purposes of estimating the impact of future Howey Retail Customers, is equal to 250 GPD of wastewater flow.

2.11 “Future Development” means future Howey Retail Customers located in areas within Howey’s 180 Service Area other than the (i) Vested 2007 Developments, (ii) the Other Businesses, (iii) the property subject to the School Board Agreement and (iv) CDD’s Retail Service Territory.

2.12. “Howey Collection Facilities” means the lines, pipes, lift stations, meters, and appurtenant equipment owned and operated by Howey to collect Wastewater within the Developments and the area subject to the School Board Agreement and to transmit the same to the Point of Connection with the CDD’s Interconnect Facilities.

2.13 “Howey Retail Service Territory” means the service area within the 180 Service Area but outside the CDD Retail Service Territory. Properties that generate, or when developed will generate, wastewater within the Howey Retail Service Territory are referred to herein as “Howey Retail Customers.” Notwithstanding the foregoing, these definitions exclude the

property subject to the School Board Agreement. For the purposes of this Agreement, the Bishops Gate development (“Bishops Gate”) shall be treated as a Howey Retail Customer.

2.14. “Howey Market Property” means the property and improvements at 101 S. Palm Avenue, Howey In The Hills, FL, 34737, (Parcel ID 26-20-25-0100-D01-00100), which prior to the Effective Date of this Agreement was operated as grocery store.

2.15 “Interconnect Facilities” means the wastewater meters and other facilities owned and operated by the CDD at the points of connection between Howey Collection Facilities and the Treatment Facilities.

2.16. “GPD” means gallons per day, on an average annual basis.

2.17. “GPM” means gallons per minute actual flow rate.

2.18. “MGD” means million gallons per day on an annual average basis.

2.19. “Other Businesses” means the utility customers identified on Exhibit “E” as Other Businesses.

2.20. “Point of Connection” means one or more locations where Howey Collection Facilities connect to the CDD’s Interconnect Facilities. At those points, appropriate metering may be installed by the CDD to measure the flow of wastewater from Howey Collection Facilities.

2.21. “Prior Wholesale Agreements” means the 2007 Wholesale Agreement and the 2012 Wholesale Agreement.

2.22. “Vested 2007 Developments” means the 2007 Developments known as The Reserve (n/k/a Hillside Grove) and Venezia North (n/k/a Talichet) and Venezia South, for which the CDD Service Agreements remain in good standing, and the legal descriptions of which are set forth on the attached Exhibit “C.” For the avoidance of doubt, the characterization of a 2007 Development as a Vested 2007 Development is not intended to imply that the CIAC for each connection within such 2007 Development has been paid prior to the adoption of this Agreement.

2.23. “Residential Wastewater Strength” means residential and commercial wastewater discharges exhibiting the following characteristics: biochemical oxygen demand of 300 mg/1 or less, suspended solids of 300 mg/1 or less, and pH between 6.0 and 9.0, or such other restrictions as established for residential wastewater strength by the Florida Department of Environmental Protection or its successor. Prohibited discharges include, but are not limited to, constituents that could cause a fire or explosion, solid or viscous substances that could obstruct flow or interfere with the system, and discharges containing toxic pollutants.

2.24. “School Board Agreement” means that certain Interlocal Agreement for Wastewater Service for the ESE Center among Howey, the CDD, and the School Board of Lake County dated February 25, 2008.

2.25. “Treatment Facilities” means those treatment and disposal facilities and rights used by the CDD to treat wastewater and detain, transmit, and dispose of said treated wastewater in accordance with applicable governmental and regulatory requirements.

2.26. “Certified Customer” means

- i. each Howey Retail Customer located in areas within the Vested 2007 Developments which have already paid or received credit for sewer contributions in aid of construction as of the adoption of this Agreement,
- ii. each Howey Retail Customer located in areas within the Vested 2007 Developments upon confirmation by the CDD that such customer has paid or received credit for sewer contributions in aid of construction after the adoption of this Agreement,
- iii. each of the Other Businesses, and
- iv. any other Howey Retail Customer which obtains and holds an active Certificate of Wastewater Treatment Availability after the adoption of this Agreement.

The Certified Customers as of the adoption of this Agreement are identified on Exhibit “E” attached hereto and incorporated herein by reference.

2.27. “Unpaid Hookups” means the three (3) properties described on Exhibit “F”.

2.28. “Wastewater” means water-carried wastes from residences, business-buildings, institutions, industrial establishments, and other customers, but does not mean or include hazardous or toxic wastes.

2.29. “Wastewater Treatment Capacity” means the volume of wastewater flow measured in GPD, which the CDD has agreed to accept on a continuous basis into its Wastewater System, treat, and dispose of at its plant, and which Howey has reserved from the CDD in accordance with the terms of this Agreement, and which shall include the Excess Capacity.

2.30. “180 Service Area” means the water and wastewater service area created by Howey when it enacted Ordinance 2003-307 on August 11, 2003, as authorized by Chapter 180, Florida Statutes, and which is depicted on the attached Exhibit “B.”

2.31. “2007 Developments” means the residential and commercial land use projects known as Mission Rise, The Reserve (n/k/a Hillside Groves), and Venezia North (n/k/a Talichet) and Venezia South, and originally subject to the 2007 Wholesale Agreement.

2.32. “2007 Wholesale Agreement” means that certain Wholesale Wastewater Service Agreement between Howey and the CDD dated August 7, 2007.

2.33. “2012 Development” means the development known as the Bouis Property (n/k/a Lake Hills), the legal description of which is set forth on the attached Exhibit “C.”

2.34. “2012 Wholesale Agreement” means that certain Wholesale Wastewater Service Agreement between Howey and the CDD dated February 27, 2012.

SECTION 3. PROVISION AND ALLOCATION OF WASTEWATER TREATMENT CAPACITY. On and after the effective date of this Agreement, as set forth in Section 22, Wastewater Treatment Capacity shall be provided by the CDD to Howey to serve the Developments in the following manner and subject to the following terms and conditions:

3.1. CDD Rights to Serve.

(a) *CDD Retail Service Territory.* The CDD shall have the exclusive right to provide retail wastewater service to all customers which generate wastewater within the CDD Retail Service Territory. This right to serve includes collection, transmission, treatment, and disposal.

(b) *Howey Retail Customers.* The CDD shall have the exclusive right to provide wholesale wastewater treatment and disposal service for Howey Retail Customers located in areas of the Developments, except in certain circumstances related to Future Development as expressly set forth in Section 3.4 of this Agreement. Howey shall not provide (and it shall not allow any other party to provide) wastewater treatment and disposal service to the Future Development until all Excess Capacity is allocated in accordance with Section 3.3 of this Agreement, but subject to the Carve-Out Circumstances in Section 3.4 of this Agreement.

(c) *Marina Property.* The Marina Property described in the 2012 Agreement lies within the CDD Retail Service Territory and shall be served as a CDD Retail Customer; provided, however, that development in that area may connect to Howey’s nearest lift station and Howey shall allow the wastewater from the Marina Property to flow through the Howey Collection Facilities free of charge to the Point of Connection. The foregoing duty of the Town is conditioned on the cost and expense, if any, to (i) upsize Howey’s wastewater lines and pipes (ii) to repair or replace lines or pipes from time to time, (iii) to add any lines or pipes, or (iv) to repair, replace, or add to any other component of Howey Collection Facilities from time to time, all so that Howey can accommodate the wastewater from the Marina Property, shall be paid by the owner of the Marina Property. If and when the Town is required to perform capital repairs to or capital replacements of the Howey Collection Facilities serving the Marina Property, the Town may assess, invoice, bill, or otherwise charge the owner of the Marina Property and other benefitted CDD Retail Customers, if any, a pro-rata share or shares of the capital cost of the repairs or replacements.

3.2 Howey Rights to Serve. Howey shall have the exclusive right to provide retail wastewater service to all customers which generate wastewater within the Howey Retail Service Territory. This right to serve includes collection and transmission to a Point of Connection and, in circumstances described herein, to treat and dispose of wastewater.

3.3 Capacity Reservation and Agreement to Deliver and Accept Wastewater. The CDD represents and warrants to Howey that the CDD has set aside and encumbered capacity in the CDD's Wastewater System for the Vested 2007 Developments and the Other Businesses. Howey shall have no liability for unpaid charges, if any, for the capital costs of capacity at the Treatment Facilities or other capital costs, if any, associated with expanding the CDD's Wastewater System to serve the Vested 2007 Developments and the Other Businesses. The CDD further represents and warrants to Howey that the CDD has set aside and encumbered the Excess Capacity in the CDD's Wastewater System to serve Future Developments, subject to Section 3.4 of the Agreement. Howey and the CDD agree that Excess Capacity shall be first allocated to the following Future Developments: (i) the Howey Market Property (the amount of ERUs to be determined), (ii) the Unpaid Hookups (3 ERUs), (iii) the Lake Hills development at the 2012 Development (571 ERUs), and (iv) the Grocery Store and retail businesses at the 2012 Development (the amount of ERUs to be determined). Except with respect to the allocation set aside pursuant to the previous sentence, Howey shall facilitate the allocation of the Excess Capacity in the CDD's Wastewater System on a non-discriminatory, first-come first-served basis to a landowner or developer seeking to record a plat or obtain a building permit, mass grading permit, Town agreement to provide utility service, or wastewater utility connection, whichever comes first with respect to any Future Development in the Howey Retail Service Territory (events each referred to as a "Development Approval").

3.4 Certificate of Wastewater Treatment Availability for Excess Capacity. To ensure that required contributions in aid of construction have been paid and that the wastewater-treatment demand of land development to be permitted from time to time by Howey within the Future Development does not exceed the treatment and disposal capacity of the CDD's Wastewater Facilities (including the Excess Capacity), Howey shall require, as a condition to the issuance of a Development Approval or, where the Development Approval is a plat approved by the Town Council, prior to recording (or releasing in recordable form) the plat, that the landowner or developer become a Certified Customer by securing from the CDD a certificate assuring Howey that, as required by Section 163.3180 of Florida Statutes, wastewater-treatment and -disposal service will be available concurrent with the new development and that appropriate contributions in aid of construction at the then-prevailing rate, as required by the CDD, have been paid (the "Certificate of Wastewater Treatment Availability").

A landowner or developer seeking a Certificate of Wastewater Treatment Availability must make the request to the CDD at the address designated for notice in this Agreement and supply information in such form as the CDD reasonably requires. Upon the receipt of a request for a Certificate of Wastewater Treatment Availability, the CDD shall reasonably determine in a fair and consistent manner the number of ERUs attributable to the proposed construction, calculate the contribution in aid of construction ("CIAC") at the then-prevailing rate, and notify the requesting party of the foregoing within a reasonable time. The notice shall include

information regarding any necessary relocation or upsizing of facilities as contemplated in Section 3.5(a) herein.

Upon receipt of the CIAC, an executed capacity reservation agreement with fair and consistent terms reasonably acceptable to the CDD including a commitment to provide for the relocation or upsizing of facilities as contemplated in Section 3.5(a), the CDD shall issue the Certificate of Wastewater Treatment Availability. For the avoidance of doubt, a new certificate shall be required in the event that a new Development Approval is sought for a project that may materially change use or intensity for purposes of wastewater generation, and in such event additional ERUs may be assigned to the project, requiring the payment of additional contributions in aid of construction.

The CDD reserves the right to issue a Certificate of Wastewater Treatment Availability prior to the receipt of 100% of the CIAC with respect to (a) the 2012 Development and/or (b) the Future Development known as the Watermark / Simpson Groves project as negotiations regarding capacity reservation commenced between the CDD and representatives of those projects prior to the adoption of this Agreement.

A customer that pays the CIAC after the date of this Agreement shall thereafter have a vested right to reserved and encumbered treatment and disposal capacity in the CDD Wastewater System and shall be treated as a Certified Customer for a period of three years. If such Certified Customer has not connected to Howey Collection Facilities within three years from the date of the issuance of the Certificate of Wastewater Treatment Availability, the CDD shall have the right, but not the obligation, to at any time thereafter repurchase the reserved and unencumbered capacity by providing written notice to the Certified Customer and repaying the CIAC without interest. In the event that the Certified Customer has failed to pay any charge due to the CDD or otherwise in connection with this Agreement, such amount shall be deducted from the repurchase price together with the maximum rate of interest allowed by law accruing from the date that such charge was due. Upon repayment of the CIAC, the capacity shall become available for allocation and shall be allocated by the Town in accordance with this Agreement, the customer shall no longer be a Certified Customer, and the Town's grant of any future Development Approval for the property shall again be conditioned upon the issuance of a Certificate of Wastewater Treatment Availability. If the landowner or developer of the property later desires the issuance of a Certificate of Wastewater Treatment Availability and capacity is available, it will be required to pay the CIAC at the then-prevailing rate calculated with respect to the new request.

Howey's obligation under this section 3.4 to require a certificate as a condition to the issuance of a building permit in the Future Development does not apply under any one or more of the following circumstances (hereinafter referred to as the "Carve-Out Circumstances"):

- i. either all the Excess Capacity is assigned or, with respect to a particular Howey Retail Customer located in the Future Development, the CDD determines upon receiving a request for a certificate pursuant to this Section 3.4 that the then-remaining amount of Excess Capacity is insufficient to serve that customer; or
- ii. service to that customer would be technically or economically infeasible; or

- iii. Howey elects to issue a permit or permits for construction within the Future Development with a septic or other on-site system for wastewater treatment.

In no event shall the Town authorize the interconnection of any other utility system with a CDD utility system or any other collection or transmission facility that would result in flows to or from the CDD utility system.

After assignment of all the Excess Capacity, when Howey desires to purchase capacity in the CDD's Wastewater System, the purchase shall occur as follows:

(a) *Request for Capacity.* On each occasion that additional wastewater treatment capacity is to be requested, Howey shall submit a written Capacity Request Notice to the CDD specifying the capacity being requested and the proposed date of delivery of such capacity. Within 30 days of receipt of the Capacity Request Notice the CDD shall notify Howey in writing whether such capacity is then available.

(b) *Capacity Available.* If the CDD notifies Howey that Wastewater Service Capacity in the amount specified in the Capacity Request Notice is currently available, Howey shall confirm its intention to purchase such capacity by tendering a capacity payment to the CDD at the then prevailing rate per ERU.

(c) *Capacity not available.* If the CDD notifies Howey that Wastewater Service Capacity in the amount specified in the Capacity Request Notice is not currently available:

(i) Howey may amend its request (a) to specify a capacity amount that is in increments not less than 435,000 GPD, or a multiple thereof, without the express written consent of the CDD, (b) to specify a proposed capacity delivery date that is not less than 24 full calendar months after the date of delivery of such notice, and (c) to estimate the anticipated increase in the maximum wastewater flow rate in GPM.

(ii) Upon receipt of the amended Capacity Request Notice, the CDD shall have 120 days to verify in writing whether a plant expansion to accommodate the requested increase in treatment capacity, the proposed delivery date, and the maximum wastewater flow rate are technically and economically feasible, including determining whether any adjustment to the CDD's then-prevailing capacity rate per ERU is adequate to cover all design and construction costs of the proposed expansion. The written verification from the CDD to Howey shall advise whether the requested increase in treatment capacity is technically and economically feasible, and if feasible, shall further advise the estimated date by which the requested capacity should be available and the total capacity payment that will be due for the expansion.

(iii) If the CDD's verification advises that the requested increase in treatment capacity is technically and economically feasible, Howey shall have 60 days to confirm its request by tendering the capacity payment to the CDD. Upon receipt of the capacity payment in the amount specified in the CDD's verification to Howey, the CDD shall commence design and

construction of an amount of Wastewater Service Capacity, in MGD, as also specified in such verification.

(d) *Capacity payment.* If capacity is determined to be available under Section 3.4(b), then the capacity payment shall be an amount equal to the amount of connection fees, impact fees, or contribution-in-aid-of construction (CIAC) fees that would be payable by a customer within the 180 Service Area to reserve the requested amount of treatment capacity in the CDD's Wastewater System at the time of the CDD's verification to Howey of existing capacity availability. If capacity is not available but expansion is technically and economically feasible, then the capacity payment shall be the estimated cost of the design, permitting, procurement, preconstruction and construction phase professional services, and construction associated with the treatment capacity expansion, including a reasonable contingency. If, during the course of capacity expansion, conditions are discovered, regulatory requirements are imposed, or prevailing costs of labor and/or materials result in an increase in the estimated cost of the capacity expansion, the CDD may reasonably request, and Howey shall pay, a supplemental capacity payment to cover such increased cost. Upon delivery of a capacity payment, and confirmation by the CDD that such payment is adequate to fund design and construction of the requested treatment capacity, Howey shall be deemed to own the right to the collection, transmission, treatment, and disposal of the purchased amount of capacity in the CDD's Wastewater System, and the new capacity shall be deemed additional Wastewater Treatment Capacity. The CDD may earmark, sell, assign, or convey a portion of the purchased capacity only at the direction of Howey or with Howey's consent, which may be granted or withheld at Howey's discretion.

(e) *Delivery of treatment capacity.* The CDD shall deliver the new Wastewater Service Capacity to Howey on a date as close as reasonably practicable to the date requested by Howey in the capacity request notice, but shall not be responsible for delay so long as it has pursued any necessary expansion with reasonable diligence. Upon such capacity becoming available for use by Howey, including completing construction of any required expansion of the Treatment Facilities, the CDD shall provide written notice to Howey of such availability. Without limiting any other provision of this Agreement, unless the CDD and Howey have agreed otherwise at the time of the capacity expansion the CDD shall be the exclusive wholesale treatment and disposal provider with respect to the customer demand giving rise to the capacity expansion undertaken under this section.

(f) *Limitation.* Notwithstanding any other provision of this Agreement, the CDD may, but shall not be required, to expand the Treatment Facilities beyond a total wastewater treatment capacity of 2.61 MGD.

3.5. Technical and Operation and Maintenance Requirements. The CDD shall determine each Point of Connection of the two systems to serve the Developments.

(a) The CDD will provide to Howey the required system pressures and elevations to connect, along with any other applicable technical requirements for connections. Howey shall review the proposed Point of Connection based upon the CDD's technical requirements. Should service to a Howey Retail Customer necessitate the CDD relocating or increasing the size of its wastewater main to connect to the Point of Connection, the CDD shall have no obligation to

undertake and complete the upsizing unless and until the involved Development and/or Howey pays or otherwise makes arrangement, in a manner acceptable to the CDD, for payment of all costs of such relocation or increase in size.

(b) Both Howey and the CDD acknowledge that each party operates and maintains its own wastewater system on its respective side of the Point of Connection. At the Point of Connection, the CDD may provide appropriate metering and in such case, the maintenance and reading of the Point of Connection meters. If a meter is installed, the meter shall be calibrated as required by law and the results provided to Howey. In the event of meter failure, both Howey and the CDD will mutually develop a method to estimate flows until the meter is repaired.

3.6. Delivery Pressure; Peak Flows; Usage. Howey shall deliver Wastewater through Howey Collection Facilities and to the Interconnect Facilities at a pressure not less than 26 Pounds per Square Inch of fluid pressure (PSI) to enable receipt of Wastewater into the Treatment Facilities without repumping. The CDD shall receive Wastewater flows from Howey at a flow rate not exceeding 1,500 GPM unless increased in conjunction with a purchase of additional wastewater treatment capacity as provided in Section 3.4. If at any time Wastewater flow from Howey exceeds 1,500 GPM or other maximum accepted by the CDD in conjunction with a purchase of additional wastewater treatment capacity, Howey shall, at its expense, plan, construct, operate, and maintain a surge tank as a part of Howey Collection Facilities, in order to reduce Wastewater flows to a rate that is at or below 1,500 GPM or other accepted maximum.

3.7. Treated Wastewater. Wastewater received by the CDD from Howey through the Interconnect Facilities shall be deemed to be the property of the CDD. Notwithstanding the foregoing sentence, treated wastewater generated from the Excess Capacity used by customers located at the Future Development shall be available for purchase by Howey at the CDD's normal and customary rates.

SECTION 4. PURCHASE OF EXCESS WASTEWATER CAPACITY. In the event that Howey's wastewater usage exceeds its subscribed capacity for three (3) consecutive months, Howey shall either buy additional wastewater capacity from the CDD in the manner provided in Section 3.4 or shall pay the capital costs of providing the additional capacity needed, but only if the CDD provides Howey written notice that wastewater received by the CDD has exceeded Howey's subscribed capacity for a one (1) month period and such notice is received by Howey within fifteen (15) days following the termination of that one (1) month period for which Howey's usage exceeded its subscribed capacity.

SECTION 5. SERVICE STANDARDS. The parties mutually agree that after connection of Howey Collection Facilities to the Interconnect Facilities, the CDD agrees to comply with all state, regional, and federal requirements and rules applicable to the provision of Wastewater Service Capacity to the public. Notwithstanding the above, the CDD does not guaranty or warrant any special service, pressure, quality, capacity, availability, or other facility other than what is required to fulfill a duty of reasonable care to the customers to whom it provides such Wastewater Service Capacity. Upon connection of Howey Collection Facilities to the Interconnect Facilities, any customers that have connected or will connect into Howey Collection Facilities shall be Howey's retail customers. Howey shall be the party responsible for

discontinuing services to customers provided for hereunder if customers fail to pay bills for said services.

SECTION 6. CONSISTENCY OF WASTEWATER. Howey acknowledges and recognizes that in the operation and maintenance of the CDD's Wastewater System, the CDD has certain obligations to protect the health, safety and welfare of the public and to prevent undue burden to the CDD's customers resulting from extraordinary discharges attributable to Howey.

(a) Howey agrees that all Sewage collected by Howey and transmitted to the CDD shall conform to the CDD's published standards prior to introduction into the CDD's Treatment Facilities.

(b) No substance other than Residential Wastewater Strength, including but not limited to hazardous, flammable, toxic, and/or industrial constituents, regardless of the concentrations of such constituents, will be placed into the CDD's Wastewater System and delivered to the Treatment Facilities. Non-domestic wastes from commercial establishments may be introduced into the CDD's Wastewater System only upon prior written approval from the CDD based on the CDD's determination that such non-domestic waste will not harm the Treatment Facilities. Should any non-domestic wastes, grease or oils, including but not limited to, floor wax, paint, chlorides, or salt water be delivered to the Treatment Facilities, Howey will be responsible for payment of the cost and expense required in correcting or repairing any resulting damage to the Treatment Facilities or property of third parties. The CDD shall have the right to sample Howey's sewage to verify compliance with this Agreement.

(c) In the event the CDD determines that property served or to be served by Howey poses a threat of introducing chlorides, salt water, or similar constituents into the Treatment Facilities at levels determined by the CDD, in accordance with current industry standards, to be harmful to the Treatment Facilities, including but not limited to, the Treatment Facilities' ability to provide effluent meeting reuse standards, and its acceptability as an irrigation supply source for vegetation, the CDD has the right to decline or discontinue service, or charge a higher rate due to increased treatment costs if applicable, to such property or customer and to require such pretreatment or other measures as are necessary to protect the integrity of Treatment Facilities. In the event of such declination or discontinuance of service, Howey shall have the right to provide or obtain treatment of the effluent from such property through its own facilities or from a third party.

SECTION 7. WHOLESALE WASTEWATER USER CHARGES.

The CDD agrees to provide transmission, treatment and disposal of Howey's wastewater for a monthly charge per ERU.

(a) The volume may be measured by the CDD at the Point of Connection between the CDD and Howey. After the first of each month, the CDD shall submit an invoice to Howey for treatment services rendered to Howey during the previous month detailing the number of ERUs. Payment of the invoice and the consequences of failure by Howey to pay the invoice timely shall

be governed by the Local Government Prompt Payment Act in Part VII of Chapter 218 of Florida Statutes.

(b) The initial rate payable by Howey for customers connected to Howey Collection Facilities shall be \$28.01 per month per ERU. This rate shall remain in effect until the first anniversary of effective date of this Agreement. For the first twelve billing cycles after the first anniversary of the effective date of this Agreement, the rate payable by Howey shall be \$30.01 per month per ERU. For the first twelve billing cycles after the second anniversary of the effective date of this Agreement, the rate payable by Howey shall be \$32.01 per month per ERU. Thereafter, rates shall be adjusted in accordance with Section 8.

SECTION 8. CHANGE OF RATES. Each year after the expiration of the initial rates established in Section 7, the CDD may increase the wholesale rate paid by Howey either:

(a) by a percentage not exceeding the price-increase-or-decrease index established during that year by the Florida Public Service Commission for wastewater utilities as required by Section 367.081(4)(a) of Florida Statutes; or

(b) in accordance with a rate study conducted by the CDD, at its election and expense, for the entire CDD Wastewater System, both inside and outside the boundaries of Howey. The study shall arrive at a wholesale rate to be paid by Howey and, at the CDD's election, may consider conversion to a metered rate per thousand gallons of wastewater flow. Upon completion of the rate study, that replacement rate shall be charged to Howey. The wholesale rate to be charged to Howey shall be adjusted using the same methodology and applied to those components of the rate base associated with the acceptance of the wastewater in bulk at the Point of Connection for final transmission, treatment and disposal (i.e., not including costs associated with the CDD collection system, billing, or other costs associated exclusively with CDD Retail Customers).

The CDD may, but shall not be required to, convert its rate structure to charge based on a metered volume basis after a rate study is conducted. Nothing herein shall prohibit the CDD from charging customers outside the Howey Retail Service Territory a rate that is higher than, or increasing rates outside the Howey Retail Service Territory by a percentage greater than, the rate or increase imposed on customers within the Howey Retail Service Territory. CDD Retail Customers shall not be charged a wastewater rate that is less than the amount charged by the CDD with respect to each Howey Retail Customer.

SECTION 9. ASSIGNMENT OF CDD RETAIL WASTEWATER AGREEMENTS. The CDD hereby confirms its assignment to Howey by the 2007 Wholesale Agreement of the right to be the retail wastewater service provider for the 2007 Developments and Howey confirms its assumption of such obligations for the 2007 Developments. The CDD retains the right under the CDD Service Agreements to provide wastewater treatment for the 2007 Developments, but only as a wholesale provider to Howey. Howey confirms that the 2007 Developments have purchased and made provision for payment in full of Wastewater Treatment Capacity sufficient for the needs of such customers, and that other than CIAC for each customer within a 2007 Development (subject to credits as described in the CDD Service Agreements), no

other or additional wastewater connection fee, impact fee, service availability fee, or other capital charges whatsoever (however characterized by Howey) shall be due from the 2007 Developments for or on account of the provision of wastewater treatment.

SECTION 10. RESERVATION AND MAINTENANCE FEES. The CDD has adopted Reservation and Maintenance Fees (“RAM Fees”) that apply to customers uniformly, both inside and outside the boundaries of Howey, who have reserved wastewater treatment capacity but not connected to service. At the time of this Agreement, the RAM Fee is established by rule at \$6.00 per unit per month and is subject to adjustment through adoption of amended rate rules pursuant to the Florida Administrative Procedures Act.

(a) Howey shall not be required to pay RAM Fees for unallocated Wastewater Treatment Capacity, but the RAM Fee shall accrue to such capacity to be paid by the end user. As a condition of the issuance of a Certificate of Wastewater Treatment Availability, the person seeking to become a Certified Customer shall pay (in addition to CIAC) an amount equal to the RAM Fees which would have been charged to an ordinary customer with respect to such capacity over the period from the date of the adoption of this Agreement to the date of such payment, which shall include an annual interest carry of five percent (5%).

(b) With respect to allocated Wastewater Treatment Capacity, Howey shall invoice and collect the RAM Fee from each Certified Customer who is not connected to Howey Collection Facilities along with such other charges as Howey includes in its utility bills. The fees shall be payable by each Certified Customer, and the CDD shall be entitled to receive from Howey all such fee revenues collected, without deduction of any type. Howey shall use reasonable efforts to collect such fees from its customers and shall timely pay the amounts collected to the CDD. Payment of the RAM Fees shall be governed by the Local Government Prompt Payment Act in Part VII of Chapter 218 of Florida Statutes.

(c) Should any Certified Customer not pay RAM Fees, then Howey shall notify the CDD and the CDD shall have the right (in its sole and absolute discretion), after written notice to the Certified Customer and a 30 day opportunity to cure, to require such Certified Customer to immediately forfeit the portion of the capacity granted under its Certificate of Wastewater Treatment Availability that has not connected to Howey Collection Facilities yet. Thereafter, the forfeited capacity shall be deemed to be “Excess Capacity” under this Agreement and RAM Fees shall accrue to be paid upon reallocation of such capacity. In no event shall Howey allow a Howey Retail Customer to connect to Howey Collection Facilities who is delinquent in payment of RAM fees unless the CDD has consented to such connection.

SECTION 11. INDEPENDENT CONTRACTOR RELATIONSHIP; NO LIABILITY FOR HOWEY OR CDD DEBT.

11.1. Neither the CDD nor Howey is or shall be deemed to be an agent of the other, and neither shall have the authority or power to obligate or act for or on behalf of the other. Each is entering into this Agreement as an independent contractor.

11.2. The parties agree expressly that (i) the CDD has no obligation whatsoever to creditors of Howey or other third-parties for any existing or future debts or other obligations of Howey of any type or nature, and (ii) Howey has no obligation whatsoever to creditors of the CDD or other third-parties for any existing or future debts or other obligations of the CDD of any type or nature.

SECTION 12. DISCLAIMER OF THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the formal parties hereto. No right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. To that end, this Agreement is expressly declared to have no third-party beneficiary.

SECTION 13. ASSIGNMENT AND RIGHT OF FIRST REFUSAL.

13.1 Assignment. This Agreement shall be binding on the parties hereto and their representatives, successors, and assigns. Neither party shall assign this Agreement or the rights and obligations to any other party without the prior written consent of the other party hereto, which may not be unreasonably withheld.

13.2 Right of First Refusal.

(a) CDD does hereby grant unto Howey a right of first refusal (hereinafter referred to as the "ROFR") to purchase all of the CDD's right, title and interest in and to the CDD's leasehold interest in the Lease between the CDD and Sewer & Water Plant Investments, LLC, a Florida limited liability company ("S&WP") (the "Lease"), and together with any personal property located on or used in connection with said real property which is owned by the CDD (collectively, the "Property"), subject to and upon the terms and conditions hereinafter set forth.

During the term of the Agreement, in the event the CDD receives a bona fide written offer from any third party to purchase the Property, which the CDD desires to accept, Howey may elect to purchase the Property at the price and on the terms as are contained in the written offer. The CDD shall give notice to Howey, including delivery to Howey of a true and exact copy of the written offer, and allow Howey ninety (90) calendar days subsequent to Howey's receipt of such notice within which Howey may elect to purchase the Property from the CDD; and in the event Howey so elects to purchase the Property, by giving notice of such election to the CDD within the ninety (90) calendar day period, the CDD shall sell the Property to Howey at the price and on the same terms and conditions as are contained in the written offer.

Should Howey, by written notice to the CDD, elect not to exercise the right to purchase, or should Howey fail to notify the CDD of its election to purchase within the aforesaid ninety (90) day calendar period, then, in either of such events, the CDD shall be free to consummate the sale of the Property to the third party submitting the written offer, provided that the sale is closed on and on the same material terms and conditions as are contained in the written offer and provided further that the sale is subject to Section 13.1 above. Should any such sale be consummated, this ROFR shall thereafter be of no further force and effect with respect to the Property subject to the sale. Should any such sale not be consummated as aforesaid, the CDD shall, in the event the CDD subsequently receives any modified or new bona fide written offer

from any third party to purchase the Property, again follow the provisions of this Subsection 13.2(a) requiring notice to Howey and opportunity for Howey to purchase the Property. The CDD shall not be obligated to offer to sell or to sell the Property, and the CDD shall not be obligated to disclose to Howey any offer to purchase the Property which the CDD may receive which the CDD, in its sole discretion, does not accept or intend to accept.

Notwithstanding anything herein to the contrary, under no circumstances shall a “bona fide written offer from a third party” be deemed to include or shall this ROFR be triggered by any of the following:

- (i) A transfer to S&WP (or its successor or assign); or
- (ii) Any financing transactions of any nature, including a bond issuance; or
- (iii) Any future expansion or modification of the CDD’s Wastewater System and sale of ERUs generated thereby.

(b) Contemporaneously with the execution of the Agreement, Howey and S&WP have entered into a separate right of first refusal agreement establishing a right of first refusal for Howey with respect to S&WP’s fee simple interest in the Property that is leased to the CDD under the Lease.

SECTION 14. INDEMNIFICATION.

14.1. Neither party hereto waives its sovereign immunity, except that, consistent with applicable Florida law, including, but not limited to Chapter 768, Florida Statutes, each party shall hold the other harmless for the negligent acts of itself and its officers, agents, and employees, but only to the extent permitted by law.

14.2. If service provided hereunder is discontinued to a customer due to failure of the customer to pay for services provided, the party responsible for discontinuing service shall hold the other party harmless as to any and all claims or suits regarding such action.

SECTION 15. DEFAULT.

15.1. Either party to this Agreement, in the event of or act of default by the other, shall have all remedies available to it under the laws of the State of Florida, including but not limited to injunction to prevent default and specific performance to enforce this Agreement. The rights of the parties shall be considered cumulative and shall not be waived now or in the future by the exercise of any rights and remedies provided under the terms of this Agreement and authorized by law.

15.2. In the event of a default by Howey, the CDD agrees that it will not discontinue service to Howey except in the case of an emergency resulting from a substantial and material default under Section 6 of this Agreement, provided all payments for service required hereunder are made by Howey and until such time as a court of competent jurisdiction has rendered an adjudication of default. In the event Howey disputes amounts payable for service pursuant to this Agreement, Howey shall continue to make such payments under protest. Upon resolution of

the protest, CDD shall refund any amounts determined to be overpaid, plus interest at the rate established by the Local Government Prompt Payment Act, Part VII of Chapter 218 of Florida Statutes.

15.3. In the event of default by the CDD, Howey is entitled both to all remedies available to customers of the CDD's water and sewer system, as well as all remedies otherwise provided under this Agreement.

15.4. Each of the parties hereto must give the other party written notice of any defaults hereunder and shall allow the defaulting party 30 days from the date of receipt to cure such defaults and shall otherwise comply with state law related to resolving disputes between local governments. If the default cannot be cured within 30 days the defaulting party shall commence the cure within such period and shall complete such cure within a reasonable period thereafter.

SECTION 16. NOTICES. Any notice required or allowed to be delivered hereunder shall be in writing and be deemed to be delivered when either (1) hand-delivered to the official hereinafter designated, or (2) upon receipt of such notice when deposited in the U.S. mail, postage prepaid, certified mail, return-receipt requested, addressed to a party at the address set forth opposite the party's name below, or at such other address as the party's name below, or at such other address as the party shall have specified by written notice to the other party delivered in accordance herewith:

CDD: Mr. Bud Beucher
Central Lake Community Development District
219 East Livingston Street
Orlando, Florida 32801

with a copy to: George S. Flint
District Manager
Central Lake Community Development District
219 East Livingston Street
Orlando, Florida 32801

and: District Counsel
Stone & Gerken, P.A.
4850 N. Hwy 19A
Mount Dora, Florida 32757

HOWEY: Sean O'Keefe
Town Manager
(101 North Palm Ave. 34737)
P. O. Box 128
Howey-in-the-Hills, Florida 34737

with a copy to: Thomas J. Wilkes
GrayRobinson, P.A.

(301 E. Pine Street, Suite 1400 32801)
P. O. Box 3068
Orlando, Florida 32802

SECTION 17. SEVERABILITY. If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of the Agreement if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can continue to be effected. To that end, this Agreement is declared severable.

SECTION 18. RECORDATION. The parties hereto agree that an executed copy of this Agreement and Exhibits attached hereto shall be recorded in the Public Records of Lake County at the expense of the parties, said expense to be shared equally.

SECTION 19. TIME OF THE ESSENCE. Time is hereby declared to be of the essence to the lawful performance of the duties and obligations contained in this Agreement.

SECTION 20. APPLICABLE LAW. This Agreement shall be construed, controlled, and interpreted according to the laws of the State of Florida. Venue for disputes, if any, must be the Circuit Court of the Fifth Judicial Circuit of Florida, in Lake County, Florida.

SECTION 21. FORCE MAJEURE. In the event that the performance of this Agreement by either party is prevented or interrupted in consequence of any cause beyond the control of either party, including but not limited to an Act of God or of the public enemy, war, state or national emergency, material governmental restrictions upon the use or availability of labor or materials, rationing, civil insurrection, riot, racial or civil rights disorder or demonstration, strike, embargo, flood, fire, explosion, bomb detonation, nuclear fallout, windstorm, hurricane, earthquake, pandemic, or other casualty or disaster or catastrophe, governmental rules or acts or orders or restrictions or regulations or requirements, or order or decree or judgment or restraining order or injunction of any court, such party shall not be liable for such non-performance.

SECTION 22. EFFECTIVE DATE, TERM, AND TERMINATION. This Agreement shall take effect as of the date first above written ("Effective Date"). This Agreement shall continue in full force and effect in perpetuity unless and until a party exercises its right to terminate this Agreement as follows:

- 22.1 Neither party may terminate this Agreement effective as of a date prior to September 30, 2060.
- 22.2 Howey may terminate this Agreement as of the date stated in a written notice of the termination delivered by Howey to the CDD no less than 60 full calendar months before the stated date of termination.

22.3 The CDD may terminate this Agreement as of the date stated in a written notice of the termination delivered by the CDD to Howey no less than 120 full calendar months before the stated date of termination.

As of the date of such termination, both parties shall be fully discharged from obligations under this Agreement except for amounts payable and remaining unpaid as of the date of termination.

SECTION 23. ENTIRE AGREEMENT; EFFECT ON PRIOR AGREEMENT.

The 2007 Wastewater Agreement and the 2012 Wastewater Agreement are terminated. This instrument constitutes the amended and restated agreement between the parties in its entirety and supersedes all previous discussions, understandings, and agreements between the parties relating to the subject matter of this Agreement except the School Board Agreement, which remains in effect. Amendments to and waivers of the provisions herein may be made only by the parties in writing, by formal waiver or amendment approved by majority vote of both Howey's Town Council and the CDD's Board of Supervisors.

SECTION 24. EXERCISE OF POLICE POWER. This Agreement must not be construed to require Howey to exercise its police power. Nothing herein acts as a waiver of Howey's authority to require a permit, license, certificate, rezoning, exception, variance, or other approval under Howey's Town Charter, Code of Ordinances, and Land Development Code.

SECTION 25. EFFORTS OF PARTIES. The CDD and Howey will each use good faith in their dealings to give effect to the intent of this Agreement. Howey shall enact such ordinances and resolutions, and the CDD shall enact such resolutions and rules, as are necessary or desirable to achieve the purposes hereof including, but not limited to, establishing the payment of contributions in aid of construction as a condition to issuance of certain development approvals as described herein. Neither Party shall enter into an interlocal agreement, interlocal service boundary agreement, joint planning agreement, or similar arrangement, nor enforce a provision of any of the foregoing which may now be in effect, which is contrary to the purposes and intent of this Agreement.

SECTION 26. PUBLIC RECORDS. The CDD and Howey both shall comply fully with all applicable requirements of Chapter 119 of Florida Statutes regarding public records.

SECTION 27. NO EXCLUSIVITY. Except as set forth expressly herein, the Town may provide wastewater treatment and disposal services, or may contract with others to provide wastewater treatment and disposal services, to Future Development. The CDD has no right of exclusivity in providing such services except as expressly set forth in this Agreement.

SECTION 28. ANNEXATION OF PARCELS SERVED. Howey may desire to require, as a condition precedent to providing wastewater service to a prospective Howey Retail Customer that desires to connect property to the Howey Collection Facilities, an agreement under which the prospective Howey Retail Customer petitions for and consents to annexation of the subject property into the Town. The existence of this Agreement shall not be construed to

limit Howey's discretion to condition service to a prospective Howey Retail Customer on its agreement to annex.

SECTION 29. LIAISON WITH CDD. The Howey Town Council may designate from time to time a Town Officer or employee to act as a liaison between the Town and the CDD. Upon notice of this designation, the CDD shall provide the liaison with copies of, or emailed links to, CDD meeting notices, agendas, agenda packets, draft minutes and audit reports at the same time as those items are provided to the CDD board of supervisors. The liaison is invited to attend CDD meetings and may comment on any concerns that either the Town or CDD may have, the Town's future wastewater needs, or any plans the CDD may have to expand its wastewater facility.

IN WITNESS WHEREOF, the Parties hereto have hereunder executed this Agreement on the date and year first above written.

[Signatures on the following page]

**CENTRAL LAKE COMMUNITY
DEVELOPMENT DISTRICT**

ATTEST:

By: Jaym M Beucher

By: Board of Supervisors

By: Bud Beucher
Mr. Bud Beucher, Chairman

Approved as to form and correctness:

[Signature]
Print Name: KEVIN M STONE

ATTEST WITH SEAL

TOWN OF HOWEY-IN-THE-HILLS

By: its Town Council

By: John Brock
John Brock, Town Clerk

By: [Signature]
Hon. Graham Wells, Mayor

Approved as to form and legality
(for the use and reliance of the Town only)

[Signature]
Town Attorney



STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 19th day of February, 2025, by BUD BEUCHER as Chairman of CENTRAL LAKE COMMUNITY DEVELOPMENT DISTRICT, Board of Supervisors. He is personally known to me or has produced Florida Drivers License as identification.

0260626572290



JOHN MORGAN BROCK
Notary Public
State of Florida
Comm# HH619914
Expires 1/13/2029

John Morgan Brock
NOTARY PUBLIC—STATE OF FLORIDA
Printed Name: John Morgan Brock
My Commission Expires: 1/13/2029

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 19th day of February, 2025, by GRAHAM WELLS, as Mayor of the TOWN OF HOWEY-IN-THE-HILLS, FLORIDA. He is personally known to me or has produced _____ as identification.



JOHN MORGAN BROCK
Notary Public
State of Florida
Comm# HH619914
Expires 1/13/2029

John Morgan Brock
NOTARY PUBLIC—STATE OF FLORIDA
Printed Name: John Morgan Brock
My Commission Expires: 1/13/2029

EXHIBIT A

Map of CDD Retail Service Territory

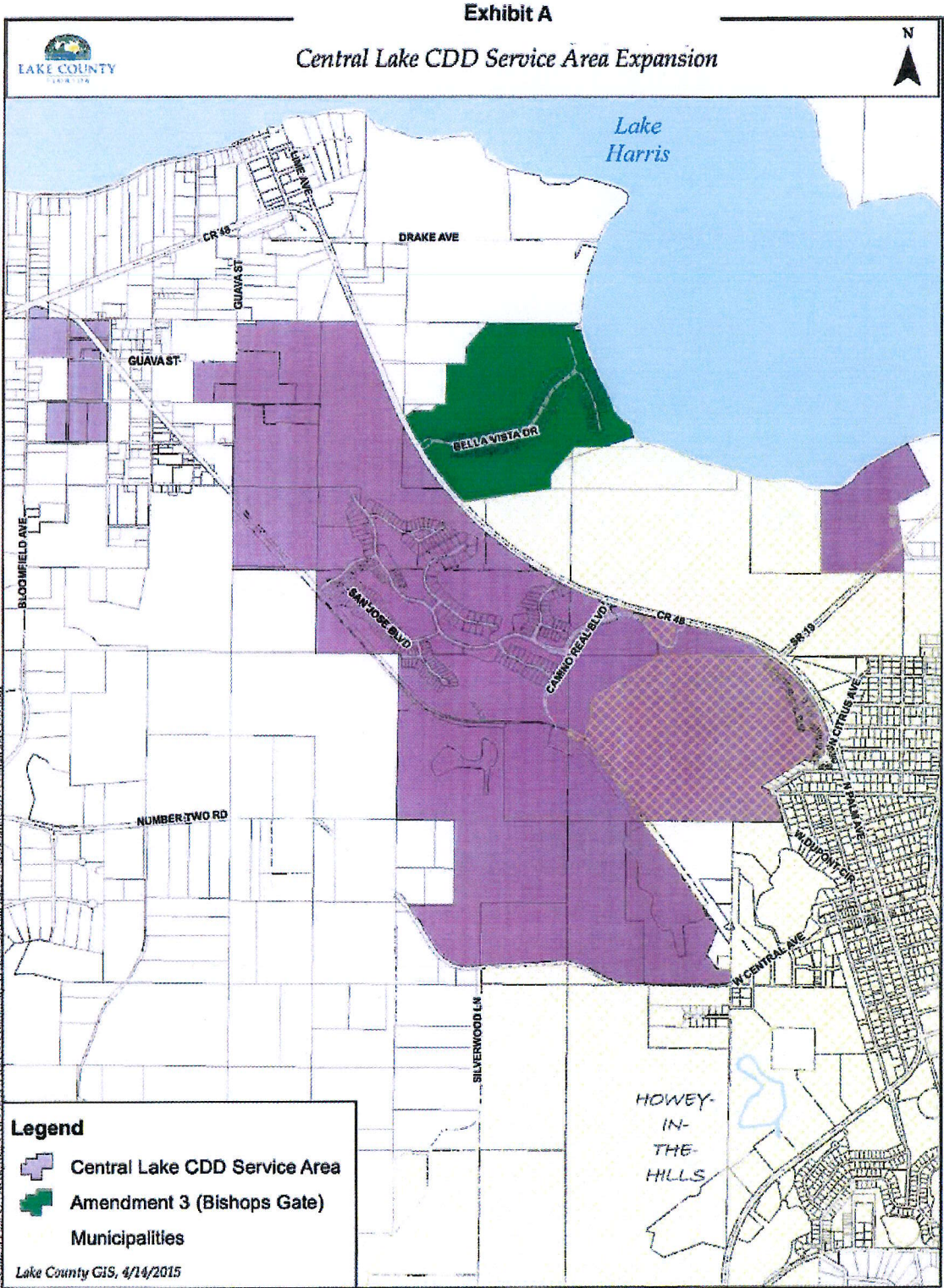


EXHIBIT B

**Maps of
Howey "180" Utility Service Area
and
Howey Interlocal Service Boundary**

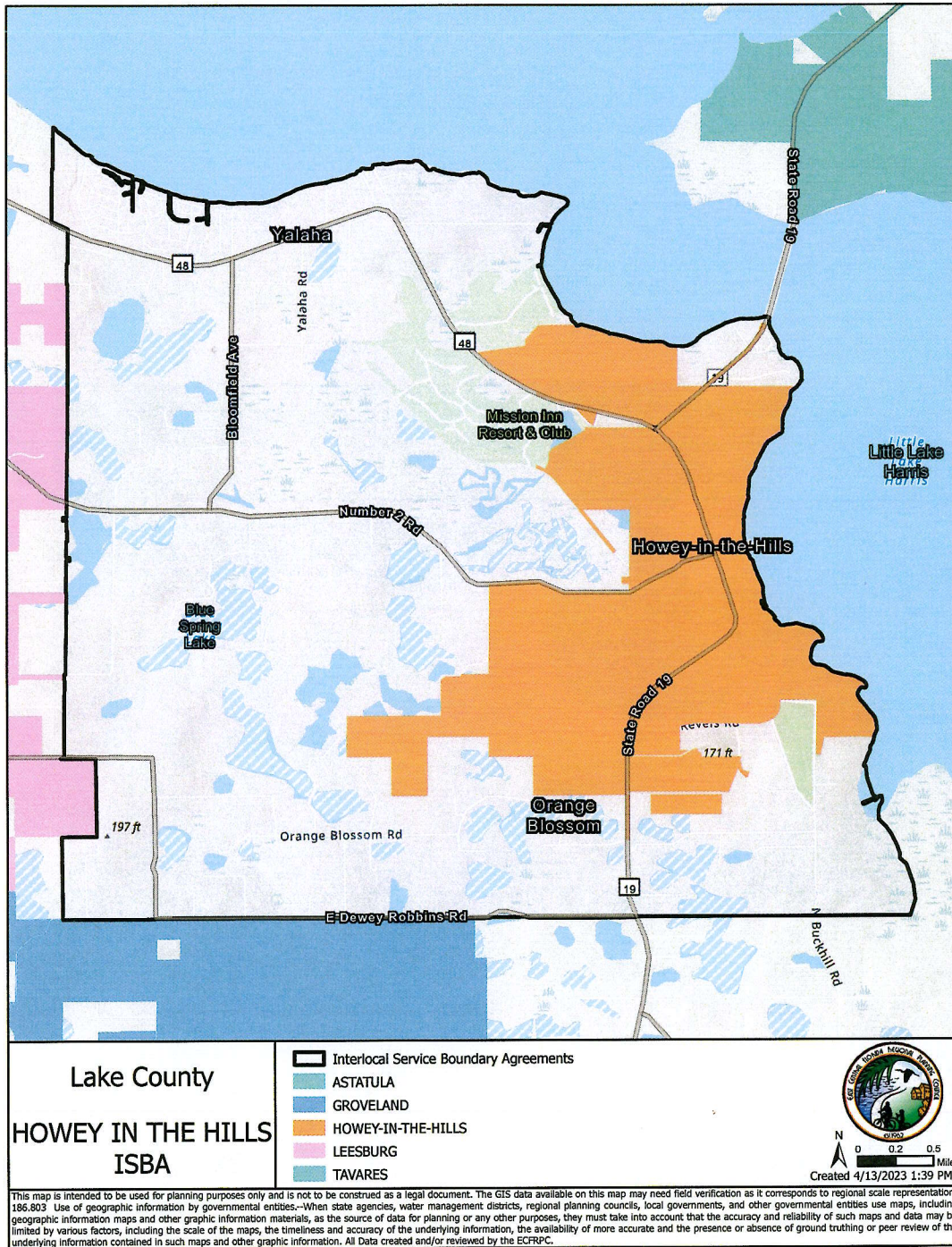


EXHIBIT C

Legal descriptions of the Vested 2007 Developments

7L HOWEY-IN-THE-HILLS LEGAL DESCRIPTION

7L Howey-in-the-Hills property consists of a South Parcel (160.059 acres)
And a North Parcel (51.272 acres)

SOUTH LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF "HOWEY-IN-THE-HILLS" (AN UNRECORDED PLAT) LYING IN SECTIONS 35 AND 36, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; THENCE ALONG THE WEST BOUNDARY OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 35 S00°02'16"W, A DISTANCE OF 1298.95 FEET TO A POINT OF INTERSECTION WITH THE SOUTHERLY RIGHT OF WAY LINE OF PALM AVENUE (STATE ROAD No. 19). SAID POINT BEING THE POINT OF BEGINNING; THENCE ALONG SAID RIGHT OF WAY N 51°23'37"E, A DISTANCE OF 1797.48 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF SAID CURVE 308.66 FEET, CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 785.58 FEET, A CENTRAL ANGLE OF 22°30'43" AND A CHORD BEARING AND DISTANCE OF N40°08'15"E, 306.68 FEET; THENCE DEPARTING SAID RIGHT OF WAY N53°52'15"E, A DISTANCE OF 248.38 FEET; THENCE N72°56'00"E, A DISTANCE OF 7.90 FEET; THENCE S17°04'39"E, A DISTANCE OF 2998.95 FEET TO A POINT OF INTERSECTION WITH THE NORTHERLY RIGHT OF WAY LINE OF COUNTY ROAD, (A.K.A. REVELS ROAD), SAID POINT BEING A POINT OF CURVATURE; THENCE ALONG SAID RIGHT OF WAY AND THE ARC OF SAID CURVE 443.81 FEET, CONCAVE NORTHERLY, HAVING A RADIUS OF 610.22 FEET, A CENTRAL ANGLE OF 41°40'17" AND A CHORD BEARING AND DISTANCE OF S69°14'53"W, 434.10 FEET TO A POINT OF TANGENCY; THENCE S89°48'55"W, A DISTANCE OF 1297.88 FEET; THENCE DEPART SAID RIGHT WAY N00°12'15"W, A DISTANCE OF 849.40 FEET; THENCE S89°48'55"W, A DISTANCE OF 360.14 FEET; THENCE S00°07'36"E, A DISTANCE OF 305.15 FEET; THENCE S89°56'08"W, A DISTANCE OF 135.00 FEET; THENCE S00°06'07"E, A DISTANCE OF 275.36 FEET; THENCE S89°48'03"W, A DISTANCE OF 328.16 FEET; THENCE S00°37'45"W 200.21 FEET; THENCE N89°47'38"E, A DISTANCE OF 45.00 FEET; THENCE S00°12'22"W, A DISTANCE OF 168.45 FEET TO A POINT OF INTERSECTION WITH THE NORTHERLY RIGHT OF WAY LINE OF SAID COUNTY ROAD, SAID POINT BEING A

POINT ON A CURVE; THENCE ALONG SAID RIGHT OF WAY AND THE ARC OF SAID CURVE 189.94 FEET, CONCAVE SOUTHERLY, HAVING A RADIUS OF 3270.02 FEET, A CENTRAL ANGLE OF 3°19'41" AND A CHORD BEARING AND DISTANCE OF S71°20'23"W, 189.91 FEET; THENCE DEPART SAID RIGHT OF WAY LINE S60°21'55"W, A DISTANCE OF 531.96 FEET; THENCE S51°11'38"W, A DISTANCE OF 795.55 FEET; THENCE S55°02'40"W, A DISTANCE OF 309.80 FEET TO THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD No. 19, SAID RIGHT OF WAY BEING COMPRISED IN PART BY PORTIONS OF MARE AVENUE AND PALM AVENUE; THENCE ALONG SAID RIGHT OF WAY N00°09'53"W, A DISTANCE OF 488.11 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF SAID CURVE 2017.34 FEET, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 2241.83 FEET, A CENTRAL ANGLE OF 51°33'30" AND A CHORD BEARING AND DISTANCE OF N25°36'52"E, 1949.96 FEET TO A POINT OF TANGENCY; THENCE N51°23'37"E, A DISTANCE OF 601.65 FEET TO THE POINT OF BEGINNING.

CONTAINING 160.059 ACRES MORE OR LESS

TOGETHER WITH

NORTH LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF "GROVE GARDENS" (PLAT BOOK 17, PAGE 2) AND "HOWIE-IN-THE-HILLS" (AN UNRECORDED PLAT) LYING IN SECTIONS 26 AND 35, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; THENCE ALONG THE NORTH BOUNDARY OF SAID SECTION N 89°49'22"E, A DISTANCE OF 97.92 FEET TO THE POINT OF BEGINNING; THENCE DEPART SAID SECTION BOUNDARY N 00°00'07"E, A DISTANCE OF 29.70 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF GRANT STREET; THENCE ALONG SAID RIGHT OF WAY N 56°00'00"E, A DISTANCE OF 921.20 FEET; THENCE N 64°54'03"E, A DISTANCE OF 134.15 FEET; THENCE DEPART SAID RIGHT OF WAY LINE S 22°46'58"E, A DISTANCE OF 134.90 FEET; THENCE N67°23'46"E, A DISTANCE OF 249.96 FEET; THENCE S 06°03'40"E, A DISTANCE OF 12.16 FEET; THENCE N 89°52'29"E, A DISTANCE OF 222.15 FEET; THENCE S 17°01'37"E, A DISTANCE OF 79.32 FEET; THENCE N 72°54'16"E, A DISTANCE OF 315.08 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF FLORIDA AVENUE; THENCE ALONG SAID RIGHT OF WAY S 17°04'04"E, A DISTANCE OF 1132.61 FEET; THENCE DEPART SAID RIGHT OF WAY S 72°57'38"W, A DISTANCE OF 149.84 FEET; THENCE S 17°10'01"E, A DISTANCE OF 74.94 FEET; THENCE N 72°58'13"E, A DISTANCE OF 149.82' TO A POINT ON THE WEST RIGHT OF WAY LINE OF FLORIDA AVENUE; THENCE ALONG SAID RIGHT OF WAY

S 17°02'44"E, A DISTANCE OF 300.03 FEET; THENCE DEPART SAID RIGHT OF WAY S 72°56'00"W, A DISTANCE OF 149.83 FEET; THENCE S 17°02'42"E, A DISTANCE OF 164.96 FEET; THENCE N 90°00'00"W, A DISTANCE OF 835.94 FEET TO A POINT ON THE WEST BOUNDARY OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 35; THENCE ALONG SAID SECTION BOUNDARY N 00°19'41"W, A DISTANCE OF 404.92 FEET; THENCE DEPARTING SAID SECTION BOUNDARY S 89°51'12"W, A DISTANCE OF 659.75 FEET; THENCE N 45°09'29"W, A DISTANCE OF 468.37 FEET; THENCE N 00°06'38"W, A DISTANCE OF 331.44 FEET; THENCE S 89°50'24"W, A DISTANCE OF 232.87 FEET TO THE POINT OF BEGINNING.

CONTAINING 51.272 ACRES MORE OR LESS.

Exhibit A
to
Amended & Restated Developer's Agreement
The Reserve at Howey-in-the-Hills

LEGAL DESCRIPTION

BEGIN AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 35; THENCE RUN EAST ALONG THE NORTH LINE THEREOF TO THE NORTHEAST CORNER OF THE SAID SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4; THENCE RUN SOUTHEASTERLY ALONG A STRAIGHT LINE TO THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 35; THENCE RUN SOUTH ALONG THE EAST LINE THEREOF, TO THE SOUTHEAST CORNER OF THE SAID SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4; THENCE RUN WEST ALONG THE SOUTH LINE THEREOF TO THE SOUTHWEST CORNER OF THE SAID NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4; THENCE RUN NORTH ALONG THE WEST LINE OF THE SAID NORTHWEST 1/4 OF THE NORTHWEST 1/4 TO THE POINT OF BEGINNING; LESS ALL RIGHTS OF WAY FOR STREETS IN HOWEY IN THE HILLS, FLORIDA.

AND ALSO:

ALL OF BLOCK D-14 IN PALM GARDENS, A SUBDIVISION IN THE TOWN OF HOWEY IN THE HILLS, FLORIDA, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 12, PAGE 11, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

AND ALSO:

THE SOUTH 3/4 OF THE WEST 1/2; THE NORTHWEST 1/4 OF THE NORTHWEST 1/4, LESS THE RIGHT OF WAY OF A COUNTY CLAY ROAD; AND THE SOUTH 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, IN THE TOWN OF HOWEY IN THE HILLS, FLORIDA.

AND ALSO:

THAT PART OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 AND THAT PART OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 LYING NORTH AND WEST OF THE WESTERLY LINE OF THE RIGHT OF WAY OF STATE ROAD NO. 19, IN SECTION 35, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, IN THE TOWN OF HOWEY IN THE HILLS, FLORIDA; LESS AND EXCEPT THEREFROM THAT PART THEREOF LYING WITHIN TAYLOR MEMORIAL CEMETERY, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 12, PAGE 5, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AND ALSO LESS ALL RIGHTS OF WAY FOR STREETS IN HOWEY IN THE HILLS, FLORIDA.

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AND ALSO:

THAT PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 20 SOUTH, RANGE 25 EAST, IN THE TOWN OF HOWEY IN THE HILLS, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS: BEGIN AT THE NORTHWEST CORNER OF LOT 1, IN BLOCK D-14, IN PALM GARDENS, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 12, PAGE 11, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN WEST TO THE WEST LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SAID SECTION 35; THENCE RUN SOUTH ALONG THE WEST LINE OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE SAID SECTION 35 TO A POINT ON THE NORTHWESTERLY LINE OF THE RIGHT OF WAY OF STATE ROAD NO. 19; THENCE RUN NORTHEASTERLY ALONG THE NORTHWESTERLY ALONG THE WESTERLY LINE OF THE SAID BLOCK D-14, TO THE POINT OF BEGINNING; LESS ALL RIGHTS OF WAY FOR STREETS IN HOWEY IN THE HILLS, FLORIDA.

AND ALSO:

THAT PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 26, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, LYING SOUTH OF THE SOUTHERLY LINE OF THE RIGHT OF WAY OF THE COUNTY ROAD. DENOTES PARCEL DESIGNATION FOR CLARITY PURPOSES.

AND ALSO:

COMMENCE AT THE EAST 1/4 CORNER OF SECTION 35, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; THENCE RUN N89°21'35"W ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 35, 1487.79 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 19; THENCE RUN S52°07'27"W ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, 459.23 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AND SAID NORTHWESTERLY RIGHT-OF-WAY LINE HAVING A CENTRAL ANGLE OF 14°35'56", A RADIUS OF 2341.83 FEET, AN ARC LENGTH OF 596.69 FEET, A CHORD BEARING OF S44°49'31"W AND A CHORD DISTANCE OF 595.08 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE BEING A CURVE CONCAVE SOUTHEASTERLY; THENCE RUN SOUTHWESTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 22°58'29", A RADIUS OF 2341.83 FEET, AN ARC LENGTH OF 939.04 FEET, A CHORD BEARING OF S26°02'16"W AND A CHORD DISTANCE OF 932.76 FEET; THENCE RUN N75°26'58"W, 402.66 FEET; THENCE RUN S68°12'24"W, 668.73 FEET; THENCE RUN N53°42'00"W, 250.16 FEET; THENCE RUN N12°38'17"E, 257.60 FEET; THENCE RUN N77°21'43"W, 125.00 FEET; THENCE RUN N12°38'17"E, 13.01 FEET TO THE POINT OF

CURVATURE OF A CURVE CONCAVE EASTERLY; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A CENTRAL ANGLE OF 39°28'41", A RADIUS OF 75.00 FEET, AN ARC LENGTH OF 51.68 FEET, A CHORD BEARING OF N32°22'37"E AND A CHORD DISTANCE OF 50.66 FEET TO THE POINT OF TANGENCY; THENCE RUN N52°06'58"E, 476.63 FEET; THENCE RUN N54°47'17"E, 150.16 FEET; THENCE RUN N52°06'58"E, 205.75 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE HAVING A CENTRAL ANGLE OF 62°53'19", A RADIUS OF 24.99 FEET, AN ARC LENGTH OF 27.43 FEET, A CHORD BEARING OF N83°33'05"E AND A CHORD DISTANCE OF 26.08 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHWESTERLY; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A CENTRAL ANGLE OF 125°45'33", A RADIUS OF 99.99 FEET, AN ARC LENGTH OF 219.47 FEET, A CHORD BEARING OF N52°06'58"E AND A CHORD DISTANCE OF 178.00 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A CENTRAL ANGLE OF 62°53'19", A RADIUS OF 24.99 FEET, AN ARC LENGTH OF 27.43 FEET, A CHORD BEARING OF N20°40'51"E AND A CHORD DISTANCE OF 26.08 FEET TO THE POINT OF TANGENCY; THENCE RUN N52°06'58"E, 560.98 FEET TO A POINT ON THE NORTHWESTERLY EXTENSION OF THE SOUTHWESTERLY LINE OF TAYLOR MEMORIAL CEMETERY; THENCE RUN S37°58'58"E ALONG SAID NORTHWESTERLY EXTENSION LINE, 613.80 FEET TO THE POINT OF BEGINNING.

AND ALSO:

COMMENCE AT THE EAST 1/4 CORNER OF SECTION 35, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; THENCE RUN N89°21'35"W ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 35, 1487.79 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 19; THENCE RUN S52°07'27"W ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, 66.25 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S52°07'27"W ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, 392.98 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A CENTRAL ANGLE OF 02°12'24", A RADIUS OF 2341.83 FEET, AN ARC LENGTH OF 90.19 FEET, A CHORD BEARING OF S51°01'15"W AND A CHORD DISTANCE OF 90.19 FEET TO THE MOST EASTERLY CORNER OF TAYLOR MEMORIAL CEMETERY; THENCE RUN N38°00'31"E (N38°00'31"W), ALONG THE NORTHEASTERLY LINE OF SAID TAYLOR MEMORIAL CEMETERY, 547.00 FEET; THENCE RUN N52°06'58"E, 484.34 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A CENTRAL ANGLE OF 90°00'00", A RADIUS OF 10.00 FEET, AN ARC LENGTH OF 15.71 FEET, A CHORD BEARING OF S82°53'02"E AND A CHORD DISTANCE OF 14.14 FEET TO THE POINT OF TANGENCY; THENCE RUN

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S37°53'02"E, 525.33 TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A CENTRAL ANGLE OF 90°00'00", A RADIUS OF 10.00 FEET, AN ARC LENGTH OF 15.71 FEET, A CHORD BEARING OF S07°07'12"W AND A CHORD DISTANCE OF 14.14 FEET TO THE POINT OF BEGINNING.

AND ALSO:

COMMENCE AT THE EAST 1/4 CORNER OF SECTION 35, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; THENCE RUN N89°21'35"W ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 35, 1487.79 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 19; THENCE RUN N52°07'27"E ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, 673.75 FEET TO THE POINT OF BEGINNING; THENCE RUN N37°53'02"W, 1008.88 FEET; THENCE RUN N00°35'47"E, 116.78 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST (NORTHEAST) 1/4 OF SAID SECTION 35; THENCE RUN S89°24'13"E ALONG SAID NORTH LINE, 270.08 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 35; THENCE RUN N00°35'58"E ALONG SAID WEST LINE, 256.12 FEET TO A POINT ON THE SOUTH LINE OF THE RESIDENCE OF DON WHITE; THENCE RUN S89°24'13" (S89°24'13"E) ALONG SAID SOUTH LINE, 418.17 FEET; THENCE RUN S00°35'47"W, 709.10 FEET; THENCE RUN S37°52'33"E, 317.47 FEET TO A POINT ON SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 19; THENCE RUN S52°07'27"W ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, 329.54 FEET TO THE POINT OF BEGINNING.

3K13 LEGAL2.DOC
REV'D 05/17/07 SWB

*As approved by Town Council
1-13-2025*

EXHIBIT D

Legal Description of the 2012 Development

Parcel 1 & Parcel 2

Parcel ID No.: 15-20-25-010100100000
Alternate Key No.: 1226171

Parcel ID No.: 22-20-25-000400001000
Alternate Key No.: 1801770

Legal Description: BEGIN AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, RUN S.89°09'42"W. ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 A DISTANCE OF 330 FEET; THENCE S.81° 15'42"W, TO THE EAST LINE OF TRACT "I", OF DRAKE POINT PARK REPLAT, RECORDED IN PLAT BOOK 10, PAGE 63, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE CONTINUE S.81°15'42"W, TO THE NORTHEASTERLY RIGHT-OF-WAY LINE OF STATE ROAD 48; THENCE SOUTHEASTERLY ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF STATE ROAD 48 TO THE EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 22; THENCE NORTH ALONG THE EAST LINE OF THE SOUTHEAST 1/4 TO THE POINT OF BEGINNING.

Parcel 3

Parcel ID No.: 23-20-25-000400000200
Alternate Key No.: 1780438

Legal Description: GOVERNMENT LOT 2, 4, 5, 6, 7, 8 AND 9 LYING NORTH OF HIGHWAY 48 AND WESTERLY OF HIGHWAY 19, ALL LYING IN SECTION 23, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, LESS THE FOLLOWING DESCRIBED PARCEL OF LAND: BEGIN AT THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 23, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, AND RUN N.00°04'21"E., 1314.20 FEET MORE OR LESS TO THE SOUTHERLY WATERS EDGE OF LAKE HARRIS AND A POINT HEREBY DESIGNATED AS POINT "A", RETURN TO THE POINT OF BEGINNING AND RUN S.89° 35'28"W. ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 23, A DISTANCE OF 1100.00 FEET; THENCE N.00°27'54"E., 1484.76 FEET MORE OR LESS TO THE SOUTHERLY WATERS EDGE OF LAKE HARRIS; THENCE EASTERLY ALONG SAID SOUTHERLY WATERS EDGE OF LAKE HARRIS TO POINT "A".

Parcel 4

Parcel ID No.: 23-20-25-000200000600
Alternate Key No.: 2923954

Legal Description: FROM THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, RUN S.89°09'42"W. ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 A DISTANCE OF 330 FEET; THENCE N.00°15'45"W., 210 FEET; THENCE N.38°44'24"E., 583.17 FEET FOR THE POINT OF BEGINNING; THENCE N.89°10'02"E., 1177 FEET TO THE WATERS OF LAKE HARRIS; THENCE SOUTHEASTERLY ALONG SAID WATERS OF LAKE HARRIS TO A POINT ON THE EAST LINE OF THE NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; THENCE SOUTH ALONG THE EAST LINE OF THE NORTHWEST 1/4 TO THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF SECTION 23; THENCE WEST ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 TO THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SECTION 23, SAID POINT HEREBY DESIGNATED AS POINT "A", RETURN TO THE POINT OF BEGINNING AND RUN S.38°44'24"E. TO A POINT ON THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 23; THENCE SOUTH ALONG THE WEST LINE OF THE NORTHWEST 1/4 TO POINT "A".

Parcel 5

Parcel ID No.: 22-20-25-000100001400
Alternate Key No.: 2923946

Legal Description: COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA RUN S.89°09'42"W. ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 A DISTANCE OF 330 FEET; THENCE N.00°15'45"W., 210 FEET; THENCE N.38°44'24"E. TO A POINT ON THE EAST LINE OF THE NORTHEAST 1/4 OF SECTION 22; THENCE SOUTH ALONG THE EAST LINE OF THE NORTHEAST 1/4 TO THE POINT OF BEGINNING.

Parcel 6

Parcel ID No.: 23-20-25-000400001000
Alternate Key No.: 3815447

Legal Description: BEGIN AT THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 23, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, AND RUN N.00°04'21"E., 1314.20 FEET MORE OR LESS TO THE SOUTHERLY WATERS EDGE OF LAKE HARRIS AND A POINT HEREBY DESIGNATED AS POINT "A", RETURN TO THE POINT OF BEGINNING AND RUN S.89°35'28"W. ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 23, A DISTANCE OF 1100.00 FEET; THENCE N.00°27'54"E., 1484.76 FEET MORE OR LESS TO THE SOUTHERLY WATERS EDGE OF LAKE HARRIS; THENCE EASTERLY ALONG SAID SOUTHERLY WATERS EDGE OF LAKE HARRIS TO POINT "A".

**EXHIBIT E
Certified Customers as of January 2025**

Vested 2007 Development Certified Customers*

172 Residential Customers in Venezia (South)*
113 DR Horton Townhomes in Venezia*
113 Residential Customers in Talichet*

Other Businesses

- (i) Boondocks Restaurant (13 ERUs),
- (ii) Howey's Town Hall (2 ERUs),
- (iii) Howey's Police Station (2 ERUs),
- (iv) Howey's Library (6.5 ERUs),
- (v) Howey's Water Plant (1 ERU),
- (vi) the office at 107 W. Central Avenue in Howey, (Parcel ID 26-20-25-0100-D01-01400), which is currently being operated as The Clark Clinic Howey (3.3 ERUs),
and
- (vii) Bishops Gate (210 ERUs).**

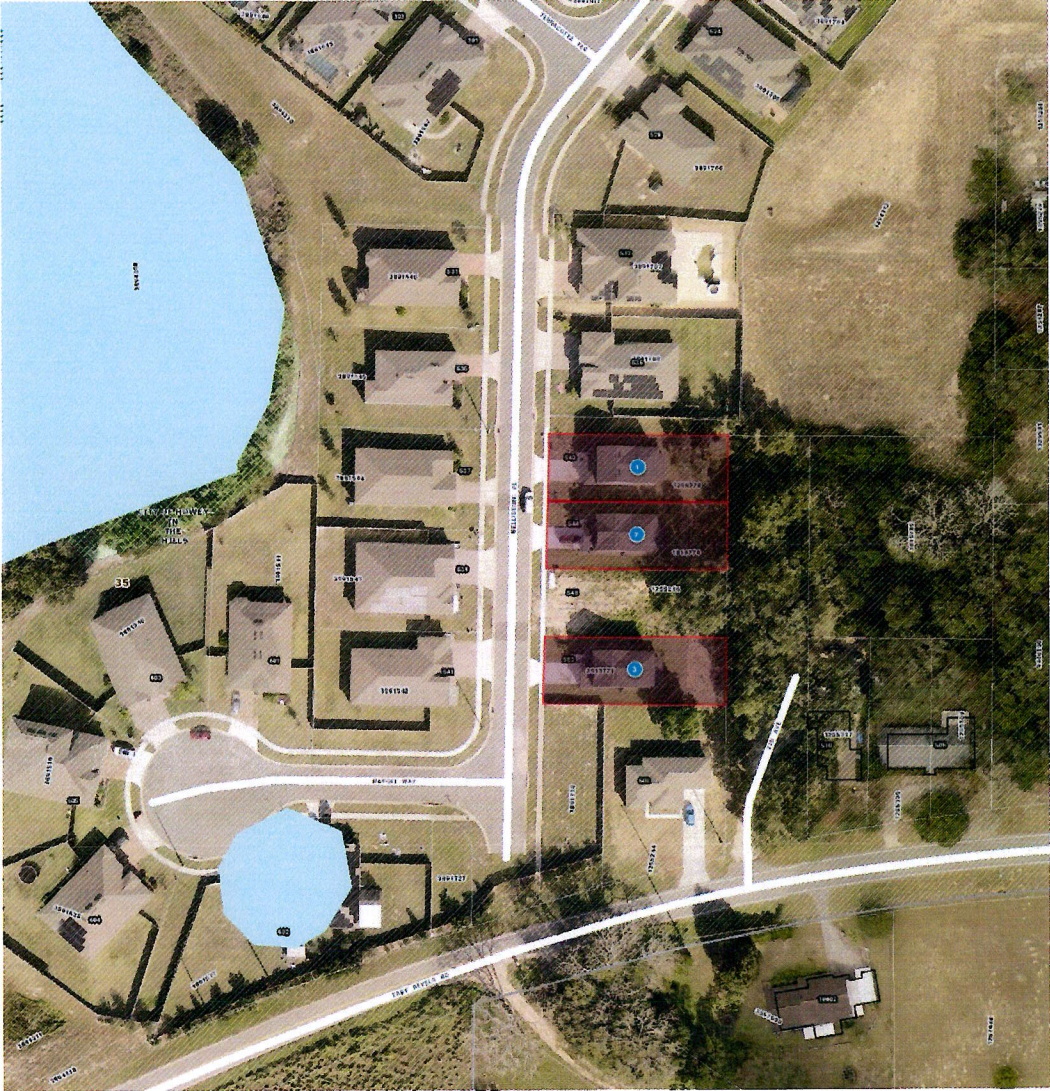
* The figures for Vested 2007 Developments in this Exhibit reflect the number of connections with paid CIAC. In addition to these connections, the Vested 2007 Developments have been allocated capacity in accordance with the CDD Service Agreements for which CIAC has not yet been paid, as follows: The Reserve, 750 residential units and 300,000 Sq Ft of Commercial; Venezia, 75,000 Sq Ft of Commercial. This additional capacity may be used upon satisfaction of the conditions in the applicable CDD Service Agreement, including payment of CIAC. The CDD will continue to directly collect RAM fees in accordance with its rate rule for each ERU in the Vested 2007 Developments until such ERU receives utility service.

** Although Bishops Gate is a Certified Customer, the District has been directly collecting, and will continue to directly collect RAM fees in accordance with arrangements made outside this Agreement. The CDD will continue to directly collect RAM fees in accordance with its rate rule for each ERU until such ERU receives utility service.

EXHIBIT F

Unpaid Hookups

Bellissimo Pl. 540, 544, and 552 a.k.a. ALT KEY 1255228, 1818770, and 3913771



#45374066 v33

SECTION VI

**REQUEST FOR QUALIFICATIONS FOR ENGINEERING SERVICES
FOR THE CENTRAL LAKE COMMUNITY DEVELOPMENT DISTRICT**

RFQ for Engineering Services

The Central Lake Community Development District (“District”), located in Lake County, Florida announces that professional engineering services will be required on a continuing basis for the District’s capital improvements which may include work related to water and wastewater treatment facilities, stormwater retention ponds, stormwater collection infrastructure, lift stations, and other public improvements authorized by Chapter 190, *Florida Statutes*. The engineering firm selected will act in the general capacity of District Engineer and provide District engineering services, as required.

Any firm or individual (“Applicant”) desiring to provide professional services to the District must: 1) hold applicable federal, state and local licenses; 2) be authorized to do business in Florida in accordance with Florida law; and 3) furnish a statement (“Qualification Statement”) of its qualifications and past experience on U.S. General Service Administration’s “Architect-Engineer Qualifications, Standard Form No. 330,” with pertinent supporting data. Among other things, Applicants must submit information relating to: a) the ability and adequacy of the Applicant’s professional personnel; b) whether the Applicant is a certified minority business enterprise; c) the Applicant’s willingness to meet time and budget requirements; d) the Applicant’s past experience and performance, including but not limited to past experience as a District Engineer for any community development districts and past experience with Osceola County; e) the geographic location of the Applicant’s headquarters and offices; f) the current and projected workloads of the Applicant; and g) the volume of work previously awarded to the Applicant by the District. Further, each Applicant must identify the specific individual affiliated with the Applicant who would be handling District meetings, construction services, and other engineering tasks.

The District will review all Applicants and will comply with Florida law, including the Consultant’s Competitive Negotiations Act, Chapter 287, *Florida Statutes* (“CCNA”). All applicants interested must submit one (1) original and one (1) electronic version of Standard Form No. 330 and Qualification Statement by **12:00 PM on Friday, May 30, 2025 to the attention of Mr. George S. Flint, c/o Governmental Management Services-Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801 (“District Manager’s Office”)**.

The Board shall select and rank the Applicants using the requirements set forth in the CCNA and the evaluation criteria on file with the District Manager, and the highest ranked Applicant will be requested to enter into contract negotiations. If an agreement cannot be reached between the District and the highest ranked Applicant, negotiations will cease and begin with the next highest ranked Applicant, and if these negotiations are unsuccessful, will continue to the third highest ranked Applicant.

The District reserves the right to reject any and all Qualification Statements. Additionally, there is no express or implied obligation for the District to reimburse Applicants for any expenses associated with the preparation and submittal of the Qualification Statements in response to this request.

Any protest regarding the terms of this Notice, or the evaluation criteria on file with the District Manager, must be filed in writing, within seventy-two (72) hours (excluding weekends) after the publication of this Notice. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to aforesaid Notice or evaluation criteria provisions. Any person who files a notice of protest shall provide to the District, simultaneous with the filing of the notice, a protest bond with a responsible surety to be approved by the District and in the amount of Ten Thousand Dollars (\$10,000.00). Additional information and requirements regarding protests are set forth in the District’s Rules of Procedure, which are available from the District Manager.

**CENTRAL LAKE
COMMUNITY DEVELOPMENT DISTRICT**

DISTRICT ENGINEER PROPOSALS

COMPETITIVE SELECTION CRITERIA

- 1) Ability and Adequacy of Professional Personnel** (Weight: 25 Points)

Consider the capabilities and experience of key personnel within the firm including certification, training, and education; affiliations and memberships with professional organizations; etc.
- 2) Consultant's Past Performance** (Weight: 25 Points)

Past performance for other Community Development Districts in other contracts; amount of experience on similar projects; character, integrity, reputation, of respondent; etc.
- 3) Geographic Location** (Weight: 20 Points)

Consider the geographic location of the firm's headquarters, offices and personnel in relation to the project.
- 4) Willingness to Meet Time and Budget Requirements** (Weight: 15 Points)

Consider the consultant's ability and desire to meet time and budget requirements including rates, staffing levels and past performance on previous projects; etc.
- 5) Certified Minority Business Enterprise** (Weight: 5 Points)

Consider whether the firm is a Certified Minority Business Enterprise. Award either all eligible points or none.
- 6) Recent, Current and Projected Workloads** (Weight: 5 Points)

Consider the recent, current and projected workloads of the firm.
- 7) Volume of Work Previously Awarded to Consultant by District** (Weight: 5 Points)

Consider the desire to diversify the firms that receive work from the District; etc.

SECTION VII

*This item will be provided under
separate cover*

SECTION IX

SECTION C

SECTION 1

Central Lake

Community Development District

Summary of Invoices

December 1, 2024 - March 21, 2025

Fund	Date	Check No.'s	Amount
Water & Sewer Fund			
	12/26/24	2532-2535	\$ 31,226.63
	1/29/25	2536-2543	21,237.19
	2/12/25	2544-2549	13,670.53
	2/24/25	2550--2552	24,243.00
	3/20/25	2553-2557	23,303.14
	3/21/25	2558	165,000.00
			<hr/>
			\$ 278,680.49
RAM Fund			
	3/21/25	95	40,000.00
			<hr/>
			\$ 40,000.00
TOTAL			\$ 318,680.49

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
12/26/24	00001	12/01/24	236 202412 301-51300-34000	MANAGEMENT FEES DEC24	*	3,541.67		
		12/01/24	236 202412 301-51300-34200	WEBSITE ADMIN DEC24	*	105.00		
		12/01/24	236 202412 301-51300-34100	INFORMATION TECH DEC24	*	157.50		
		12/01/24	236 202412 301-51300-51000	OFFICE SUPPLIES DEC24	*	6.39		
		12/01/24	236 202412 301-51300-42000	POSTAGE DEC24	*	140.23		
		12/01/24	236 202412 300-13100-10300	POSTAGE DEC24	*	7.38		
		12/01/24	236 202412 301-51300-51000	COLOR PAPER-WATERING NOT.	*	6.38		
----- GOVERNMENTAL MANAGEMENT SERVICES -----							3,964.55	002532
12/26/24	99999	12/26/24	VOID 202412 000-00000-00000	VOID CHECK	C	.00		
----- *****INVALID VENDOR NUMBER***** -----							.00	002533
12/26/24	00148	11/03/24	343161 202410 302-53600-46300	WATER PLANT MAINT OCT24	*	2,982.38		
		11/03/24	343161 202410 300-13100-10300	WATER PLANT MAINT OCT24	*	994.12		
		11/03/24	343161 202410 302-53600-46300	SEWER PLANT MAINT OCT24	*	5,507.25		
		11/03/24	343161 202410 300-13100-10300	SEWER PLANT MAINT OCT24	*	1,835.75		
		11/03/24	343161 202410 302-53600-52000	2-150LB CHLORINE CYLINDER	*	796.00		
		11/03/24	343161 202410 302-53600-54000	DEP ANNUAL REUSE REPORT	*	450.00		
		11/03/24	343161 202410 302-53600-46000	RUGS&WEEDS-AERATION BAY	*	375.00		
		11/03/24	343161 202410 302-53600-46000	REPLC CONDUIT SKMMR MOTOR	*	550.00		
		11/03/24	343161 202410 302-53600-46000	30FT CORD,HANGERS,RESTRAN	*	970.00		
		11/03/24	343161 202410 302-53600-46000	REBUILD DISCHRG MANIFOLD	*	1,650.00		
		12/03/24	343336 202411 302-53600-46300	WATER PLANT SERVS NOV24	*	378.75		
		12/03/24	343336 202411 300-13100-10300	WATER PLANT SERVS NOV24	*	126.25		
		12/03/24	343336 202411 302-53600-46300	SEWER PLANT SERVS NOV24	*	5,373.00		

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
12/03/24		343336	202411 300-13100-10300	SEWER PLANT SERVS NOV24	*	1,791.00	
12/03/24		343336	202411 302-53600-52000	CHLORINE CYLINDER/SOLUTON	*	1,855.92	
							25,635.42 002534

12/26/24	00101	12/02/24	10010219 202411 302-53600-12000	LABOR SERVICES NOV24	*	719.53	
12/09/24		6871378	202412 301-51300-49000	CDD MTG ROOM RESERVATION	*	246.00	
12/11/24		CS000955	202411 302-53600-46000	SUSTATE METER T-10/REGSTR	*	661.13	
							1,626.66 002535

1/29/25	00001	1/01/25	237 202501 301-51300-34000	MANAGEMENT FEES JAN25	*	3,541.67	
		1/01/25	237 202501 301-51300-34200	WEBSITE ADMIN JAN25	*	105.00	
		1/01/25	237 202501 301-51300-34100	INFORMATION TECH JAN25	*	157.50	
		1/01/25	237 202501 301-51300-51000	OFFICE SUPPLIES JAN25	*	6.63	
		1/01/25	237 202501 301-51300-42000	POSTAGE JAN25	*	168.74	
		1/01/25	237 202501 300-13100-10300	POSTAGE JAN25	*	8.88	
		1/01/25	237A 202411 301-51300-42000	BILLING POSTAGE - USPS	*	2.87	
		1/01/25	237A 202411 301-51300-51000	#10 ENVELOPES & LABELS	*	37.22	
							4,028.51 002536

1/29/25	00148	1/03/25	343557 202412 302-53600-46300	WATER PLANT INSPECT DEC24	*	378.75	
		1/03/25	343557 202412 300-13100-10300	WATER PLANT INSPECT DEC24	*	126.25	
		1/03/25	343557 202412 302-53600-46300	SEWER PLANT INSPECT DEC24	*	5,507.25	
		1/03/25	343557 202412 300-13100-10300	SEWER PLANT INSPECT DEC24	*	1,835.75	
		1/03/25	343557 202412 302-53600-52000	15 GAL CHLORINE SODIUM	*	98.48	
							7,946.48 002537

1/29/25	00086	12/30/24	101112-2 202412 302-53600-46100	MOWING 09/30/24-12/30/24	*	437.00	

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
		12/30/24	101112-2 202412 300-13100-10300 MOWING 09/30/24-12/30/24	JESUS G SANCHEZ	*	1,748.00	2,185.00 002538
1/29/25	00101	1/02/25	10010562 202412 302-53600-12000 LABOR SERVICES DEC24	MISSION INN RESORT & CLUB	*	719.53	719.53 002539
1/29/25	00002	12/31/24	10730161 202412 301-51300-48000 SPECIAL MTG/AUDIT CMTE	ORLANDO SENTINEL	*	242.00	468.93 002540
		12/31/24	10730161 202412 301-51300-48000 ROP AUDIT SERVICES		*	226.93	
1/29/25	00151	1/08/25	13321 202412 302-53600-46000 LS-INSTALL NEW PH MONITOR	RCM UTILITIES	*	692.00	692.00 002541
1/29/25	00152	12/30/24	64602 202411 301-51300-31500 LH/RESERV/PUBLIX AGRMNTS	STONE & GERKEN P.A.	*	2,346.25	4,692.50 002542
		12/30/24	64602 202411 300-13100-10300 LH/RESERV/PUBLIX AGRMNTS		*	2,346.25	
1/29/25	88888	1/29/25	02005103 202501 300-11500-10000 202005103 YOANNOU	JOHN & MARIANNE YOANNOU	*	504.24	504.24 002543
2/12/25	00001	2/01/25	238 202502 301-51300-34000 MANAGEMENT FEES FEB25	GOVERNMENTAL MANAGEMENT SERVICES	*	3,541.67	3,960.63 002544
		2/01/25	238 202502 301-51300-34200 WEBSITE ADMIN FEB25		*	105.00	
		2/01/25	238 202502 301-51300-34100 INFORMATION TECH FEB25		*	157.50	
		2/01/25	238 202502 301-51300-51000 OFFICE SUPPLIES FEB25		*	6.54	
		2/01/25	238 202502 301-51300-42000 POSTAGE FEB25		*	142.42	
		2/01/25	238 202502 300-13100-10300 POSTAGE FEB25		*	7.50	
2/12/25	00016	1/31/25	14812 202501 302-53600-46100 TRIMMING/SPRAYING/ROUNDUP	JP LANDSCAPING MANAGEMENT	*	71.02	355.12 002545
		1/31/25	14812 202501 300-13100-10300 TRIMMING/SPRAYING/ROUNDUP		*	284.10	

CTLW CTL LK W&S TVISCARRA

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT ACCT#	SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
2/12/25	00155	2/01/25	25-005	202501	301-51300	311100	FORCE MAIN PLAN/LAKE HILL KEY ENGINEERING ASSOCIATES, INC.	*	3,600.00	3,600.00	002546
2/12/25	00101	2/04/25	10010738	202501	302-53600	12000	LABOR SERVICES JAN25 MISSION INN RESORT & CLUB	*	719.53	719.53	002547
2/12/25	00151	2/05/25	13721	202502	302-53600	46000	VERIFY VFD - BLOWER #2 RCM UTILITIES	*	2,629.00	2,629.00	002548
2/12/25	00152	1/23/25	64863	202412	301-51300	31500	HITH/WHLSLE AGREE/WRKSHOP	*	1,203.13		
		1/23/25	64863	202412	300-13100	10300	HITH/WHLSLE AGREE/WRKSHOP STONE & GERKEN P.A.	*	1,203.12	2,406.25	002549
2/24/25	00009	2/19/25	98913	202502	302-53600	43200	PUMPED 28,400 GAL SLUDGE AMERICAN PIPE & TANK	*	8,392.00	8,392.00	002550
2/24/25	00148	2/03/25	343774	202501	302-53600	46300	WATER PLANT INSPECT JAN25	*	502.50		
		2/03/25	343774	202501	300-13100	10300	WATER PLANT INSPECT JAN25	*	167.50		
		2/03/25	343774	202501	302-53600	46300	SEWER PLANT INSPECT JAN25	*	5,657.25		
		2/03/25	343774	202501	300-13100	10300	SEWER PLANT INSPECT JAN25	*	1,885.75		
		2/03/25	343774	202501	302-53600	52000	QTY.4-150LB CHLORINE CYL GENERAL UTILITIES	*	1,788.00	10,001.00	002551
2/24/25	00157	2/18/25	1200466	202502	302-53600	46000	FLOW TEST HYDRANTS GPM	*	2,250.00		
		2/18/25	1200466	202502	302-53600	46000	PAINT HYDRANTS/BONNETS	*	3,000.00		
		2/18/25	1200466	202502	302-53600	46000	ROAD BLUE REFLECTOR WAYNE AUTOMATIC FIRE SPRINKLERS INC	*	600.00	5,850.00	002552
3/20/25	00001	3/01/25	239	202501	301-51300	51000	UTIL. BILLING ENVELOPES	*	13.04		
		3/01/25	239	202501	301-51300	51000	ENVELOPES FOR 1099S	*	2.84		

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT ACCT#	SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
3/01/25	239	202501	301-51300-51000	UTIL. BILLING ENVELOPES				*	34.78		
3/01/25	239	202501	301-51300-51000	UTILITY BILLING PAPER				*	42.96		
3/01/25	239A	202503	301-51300-34000	MANAGEMENT FEES MAR25				*	3,541.67		
3/01/25	239A	202503	301-51300-34200	WEBSITE ADMIN MAR25				*	105.00		
3/01/25	239A	202503	301-51300-34100	INFORMATION TECH MAR25				*	157.50		
3/01/25	239A	202503	301-51300-51000	OFFICE SUPPLIES MAR25				*	6.45		
3/01/25	239A	202503	301-51300-42000	POSTAGE MAR25				*	140.71		
3/01/25	239A	202503	300-13100-10300	POSTAGE MAR25				*	7.41		
GOVERNMENTAL MANAGEMENT SERVICES										4,052.36	002553
3/20/25	00148	3/03/25	343949	202502	302-53600-46300	WATER PLANT INSPECT FEB25		*	405.00		
		3/03/25	343949	202502	300-13100-10300	WATER PLANT INSPECT FEB25		*	135.00		
		3/03/25	343949	202502	302-53600-46300	SEWER PLANT INSPECT FEB25		*	7,707.38		
		3/03/25	343949	202502	300-13100-10300	SEWER PLANT INSPECT FEB25		*	2,569.12		
		3/03/25	343949	202502	302-53600-52000	QTY.2 CHLORINE CYL 150LB		*	894.00		
		3/03/25	343949	202502	302-53600-52000	50LB PAIL CHLORINE STIX		*	267.00		
GENERAL UTILITIES										11,977.50	002554
3/20/25	00155	3/01/25	25-016	202502	301-51300-31100	MAP-POINT OF CONNECTION		*	112.50		
KEY ENGINEERING ASSOCIATES, INC.										112.50	002555
3/20/25	00101	3/03/25	10010919	202502	302-53600-12000	LABOR SERVICES FEB25		*	719.53		
MISSION INN RESORT & CLUB										719.53	002556
3/20/25	00152	3/14/25	65214	202501	301-51300-31500	WHOLESALE AGREE/CAPACITY		*	2,680.63		
		3/14/25	65214	202501	300-13100-10300	WHOLESALE AGREE/CAPACITY		*	2,680.62		
		3/14/25	65214A	202502	301-51300-31500	WHOLESALE/UTILITY AGREE		*	540.00		

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
		3/14/25 65214A	202502 300-13100-10300	WHOLESALE/UTILITY AGREE	*	540.00	

				STONE & GERKEN P.A.			6,441.25 002557
3/21/25 00158		3/21/25 03212025	202503 300-15100-10000	TRANSFER FUNDS TO WS SBA	*	165,000.00	

				CENTRAL LAKE CDD C/O STATE BOARD			165,000.00 002558

TOTAL FOR BANK A						278,680.49	
TOTAL FOR REGISTER						278,680.49	

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
3/21/25	00017	3/21/25 03212025	202503 300-15100-10000	TRANSFER FUNDS TO SBA RAM CENTRAL LAKE CDD C/O STATE BOARD	*	40,000.00	40,000.00 000095
TOTAL FOR BANK B						40,000.00	
TOTAL FOR REGISTER						40,000.00	

CTLR CTL LK RAM TVISCARRA

SECTION 2

Central Lake
Community Development District

Unaudited Financial Reporting
February 28, 2025



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Central Lake
Community Development District
Balance Sheet
February 28, 2025

	<i>Water & Sewer Fund</i>	<i>Reservation & Maintenance Fund</i>	<i>Totals Governmental Funds</i>
Assets:			
Cash - Wells Fargo Bank	\$ 194,804	\$ 115,388	\$ 310,193
Accounts Receivable	40,965	9,198	50,163
State Board of Administration	2,236	11,701	13,937
Due from Water & Sewer	-	-	-
Due from RAM	59,580	-	59,580
Due from THIH - Lot Closings	9,667	-	9,667
Due from THIH - Boondocks	324	-	324
Due from THIH - School	484	-	484
Plant & Equipment	-	197,563	197,563
Accumulated Depreciation	-	(105,957)	(105,957)
Right to Use Lease Asset	2,843,578	-	2,843,578
A/A Right to Use Lease Asset	(185,451)	-	(185,451)
Total Assets	\$ 2,966,188	\$ 227,894	\$ 3,194,082
Liabilities:			
Accounts Payable	\$ 19,344	\$ -	\$ 19,344
Lease Payable - Current	27,436	-	27,436
Due to Water & Sewer	-	59,580	59,580
Lease Payable	3,049,142	-	3,049,142
Total Liabilities	\$ 3,095,922	\$ 59,580	\$ 3,155,503
Fund Balances:			
Invested in Capital Assets	\$ -	\$ (326,845)	\$ (326,845)
Unreserved	(129,734)	495,159	365,425
Total Fund Balances	\$ (129,734)	\$ 168,313	\$ 38,579
Total Liabilities & Fund Equity	\$ 2,966,188	\$ 227,894	\$ 3,194,082

Central Lake

Community Development District

Water & Sewer Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance For The Period Ending February 28, 2025

	Adopted	Prorated Budget	Actual	
	Budget	Thru 02/28/25	Thru 02/28/25	Variance
Revenues:				
Water Revenue	\$ 268,345	\$ 111,811	\$ 94,921	\$ (16,890)
Sewer Revenue	221,705	92,377	94,434	2,057
Wholesale Sewer Revenue - Lot Closings	102,470	42,696	47,160	4,464
Wholesale Sewer Revenue - Boondocks	3,888	1,620	1,620	-
Wholesale Sewer Revenue - School	3,500	1,458	2,094	635
Wholesale Sewer Revenue - BishopsGate	23,155	5,789	5,789	-
Mission Inn Irrigation	9,000	3,750	4,725	975
Las Colinas HOA Irrigation	31,950	13,313	13,314	1
Miscellaneous Income	3,000	1,250	550	(700)
CIAC/Meter Fees	54,891	22,871	-	(22,871)
Interest	100	42	43	2
Total Revenues	\$ 722,005	\$ 296,976	\$ 264,650	\$ (32,326)
Expenditures:				
Administrative:				
Engineering Fees	\$ 3,500	\$ 1,458	\$ 3,713	\$ (2,254)
Attorney Fees	12,000	5,000	9,266	(4,266)
Annual Audit	3,600	-	-	-
Management Fees	42,500	17,708	17,708	(0)
Information Technology	1,890	788	788	-
Website Maintenance	1,260	525	525	-
Telephone	25	10	-	10
Postage	1,750	729	733	(4)
Printing & Binding	350	146	57	88
Insurance	4,190	4,190	4,074	116
Legal Advertising	1,500	625	469	156
Office Supplies	500	208	170	39
Other Current Charges	1,200	500	317	183
Property Taxes	1,300	1,300	1,067	233
Dues, Licenses & Subscriptions	175	175	175	-
Total Administrative:	\$ 75,740	\$ 33,363	\$ 39,062	\$ (5,699)
Operations & Maintenance				
Property Insurance	\$ 23,905	\$ 23,905	\$ 24,535	\$ (630)
Electric	175,500	73,125	62,115	11,010
Backup Fuel	334	139	-	139
Chemicals	15,000	6,250	5,699	551
Dues, Licenses & Subscriptions	2,500	1,042	450	592
Labor	8,634	3,598	3,598	(0)
Mowing	2,000	833	579	254
Plant Lease	175,383	73,076	73,076	-
Repairs & Maintenance	45,000	18,750	28,708	(9,958)
Sludge Pumping	40,000	16,667	8,392	8,275
Utility Maintenance	105,170	43,821	34,400	9,421
Capital Outlay	52,839	22,016	-	22,016
Total Operations & Maintenance:	\$ 646,265	\$ 283,222	\$ 241,552	\$ 41,670
Total Expenditures	\$ 722,005	\$ 316,584	\$ 280,614	\$ 35,971
Excess Revenues (Expenditures)	\$ 0		\$ (15,963)	
Fund Balance - Beginning	\$ -		\$ (113,771)	
Fund Balance - Ending	\$ 0		\$ (129,734)	

Central Lake
Community Development District
Water & Sewer Fund
Month to Month

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Total
Revenues:													
Water Revenue	\$ 19,945	\$ 27,659	\$ 14,736	\$ 19,063	\$ 13,518	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 94,921
Sewer Revenue	18,881	18,888	18,888	18,888	18,888	-	-	-	-	-	-	-	94,434
Wholesale Sewer Revenue - Lot Closings	9,139	9,307	9,451	9,595	9,667	-	-	-	-	-	-	-	47,160
Wholesale Sewer Revenue - Boondocks	324	324	324	324	324	-	-	-	-	-	-	-	1,620
Wholesale Sewer Revenue - School	391	542	391	275	494	-	-	-	-	-	-	-	2,094
Wholesale Sewer Revenue - BishopsGate	5,789	-	-	-	-	-	-	-	-	-	-	-	5,789
Mission Inn Irrigation	842	1,240	910	965	769	-	-	-	-	-	-	-	4,725
Las Colinas HOA Irrigation	2,162	3,922	2,550	2,760	1,921	-	-	-	-	-	-	-	13,314
Miscellaneous Income	70	191	117	79	93	-	-	-	-	-	-	-	550
CIAC/Meter Fees	-	-	-	-	-	-	-	-	-	-	-	-	-
Interest	9	9	9	9	8	-	-	-	-	-	-	-	43
Total Revenues	\$ 57,551	\$ 62,082	\$ 47,376	\$ 51,958	\$ 45,683	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 264,650
Expenditures:													
Administrative:													
Engineering Fees	\$ -	\$ -	\$ -	\$ 3,600	\$ 113	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,713
Attorney Fees	2,496	2,346	1,203	2,681	540	-	-	-	-	-	-	-	9,266
Annual Audit	-	-	-	-	-	-	-	-	-	-	-	-	-
Management Fees	3,542	3,542	3,542	3,542	3,542	-	-	-	-	-	-	-	17,708
Information Technology	158	158	158	158	158	-	-	-	-	-	-	-	788
Website Maintenance	105	105	105	105	105	-	-	-	-	-	-	-	525
Telephone	-	-	-	-	-	-	-	-	-	-	-	-	-
Postage	142	140	140	169	142	-	-	-	-	-	-	-	733
Printing & Binding	57	-	-	-	-	-	-	-	-	-	-	-	57
Insurance	4,074	-	-	-	-	-	-	-	-	-	-	-	4,074
Legal Advertising	-	-	469	-	-	-	-	-	-	-	-	-	469
Office Supplies	7	44	13	100	7	-	-	-	-	-	-	-	170
Other Current Charges	-	-	246	-	71	-	-	-	-	-	-	-	317
Property Taxes	-	1,067	-	-	-	-	-	-	-	-	-	-	1,067
Dues, Licenses & Subscriptions	175	-	-	-	-	-	-	-	-	-	-	-	175
Total Administrative:	\$ 10,756	\$ 7,401	\$ 5,875	\$ 10,354	\$ 4,677	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 39,062
Operations & Maintenance:													
Property Insurance	\$ 24,535	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 24,535
Electric	11,382	11,081	12,806	14,099	12,747	-	-	-	-	-	-	-	62,115
Backup Fuel	-	-	-	-	-	-	-	-	-	-	-	-	-
Chemicals	796	1,856	98	1,788	1,161	-	-	-	-	-	-	-	5,699
Dues, Licenses & Subscriptions	450	-	-	-	-	-	-	-	-	-	-	-	450
Labor	720	720	720	720	720	-	-	-	-	-	-	-	3,598
Mowing	71	-	437	71	-	-	-	-	-	-	-	-	579
Plant Lease	14,615	14,615	14,615	14,615	14,615	-	-	-	-	-	-	-	73,076
Repairs & Maintenance	18,876	661	692	-	8,479	-	-	-	-	-	-	-	28,708
Sludge Pumping	-	-	-	-	8,392	-	-	-	-	-	-	-	8,392
Utility Maintenance	8,490	5,752	5,886	6,160	8,112	-	-	-	-	-	-	-	34,400
Capital Outlay	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Operations & Maintenance:	\$ 79,935	\$ 34,684	\$ 35,254	\$ 37,452	\$ 54,227	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 241,552
Total Expenditures	\$ 90,690	\$ 42,085	\$ 41,129	\$ 47,806	\$ 58,903	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 280,614
Excess Revenues (Expenditures)	\$ (33,139)	\$ 19,997	\$ 6,246	\$ 4,152	\$ (13,220)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (15,963)

Central Lake
Community Development District

Wholesale Sewer Revenue

Month to Month

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Total
Revenues:													
Wholesale Sewer Revenue - Lot Closings	\$ 9,139	\$ 9,307	\$ 9,451	\$ 9,595	\$ 9,667	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 47,160
Wholesale Sewer Revenue - Boondocks	324	324	324	324	324	-	-	-	-	-	-	-	1,620
Wholesale Sewer Revenue - School	391	542	391	275	494	-	-	-	-	-	-	-	2,094
Wholesale Sewer Revenue - BishopsGate	5,789	-	-	-	-	-	-	-	-	-	-	-	5,789
Total Revenues	\$ 15,643	\$ 10,173	\$ 10,166	\$ 10,194	\$ 10,485	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 56,662

Central Lake
Community Development District
Wholesale Sewer Revenue

	Type	Date	Check#	Beginning Balance	Billing Usage	Payment Received	Balance
Venezia	Beginning Balance	10/01/24		\$8,899.20			\$8,899.20
	Payment - Sept.24	10/07/24	36160			(8,899.20)	0.00
	October Billing	10/17/24			9,139.20		9,139.20
	November Billing	11/18/24			9,307.20		18,446.40
	Payment - Oct.24	11/27/24	36247			(9,139.20)	9,307.20
	December Billing	12/16/24			9,451.20		18,758.40
	Payment - Nov.24	12/18/24	36305			(9,307.20)	9,451.20
	Payment - Dec.24	01/08/25	36327			(9,451.20)	0.00
	January Billing	01/16/25			9,595.20		9,595.20
	Payment - Jan.25	02/05/25	36363			(9,595.20)	0.00
February Billing	02/18/25			9,667.20			
Total Venezia				\$8,899.20	\$47,160.00	(\$46,392.00)	\$9,667.20
Boondocks	Beginning Balance	10/01/24		\$324.00			\$324.00
	Payment - Sept.24	10/07/24	36160			(324.00)	0.00
	October Billing	10/17/24			324.00		324.00
	November Billing	11/18/24			324.00		648.00
	Payment - Oct.24	11/27/24	36247			(324.00)	324.00
	December Billing	12/16/24			324.00		648.00
	Payment - Nov.24	12/18/24	36305			(324.00)	324.00
	Payment - Dec.24	01/08/25	36327			(324.00)	0.00
	January Billing	01/16/25			324.00		324.00
	Payment - Jan.25	02/05/25	36363			(324.00)	0.00
February Billing	02/18/25			324.00		324.00	
Total Boondocks				\$324.00	\$1,620.00	(\$1,620.00)	\$324.00
ESE School	Beginning Balance	10/01/24		\$429.78			\$429.78
	Payment - Sept.24	10/07/24	36160			(153.95)	275.83
	October Billing	10/17/24			391.25		667.08
	Payment - Sept.24	10/31/24	36205			(275.83)	391.25
	November Billing	11/18/24			542.26		933.51
	Payment - Oct.24	11/27/24	36247			(365.64)	567.87
	December Billing	12/16/24			391.25		959.12
	Payment - Oct./Nov.24	12/18/24	36305			(577.87)	381.25
	Payment - Dec.24	01/08/25	36327			(391.25)	(10.00)
	January Billing	01/16/25			274.56		264.56
Payment - Jan.25	02/05/25	36363			(274.56)	(10.00)	
February Billing	02/18/25			494.21		484.21	
Total ESE School				\$429.78	\$2,093.53	(\$2,039.10)	\$484.21
Bishop's Gate	Beginning Balance	10/01/24		(\$5,788.80)			(\$5,788.80)
	Oct.23 - Dec.23 Billing	10/01/24	35738		\$5,788.80		\$0.00
Total Bishop's Gate				(\$5,788.80)	\$5,788.80	\$0.00	\$0.00
TOTAL				\$3,864.18	\$56,662.33	(\$50,051.10)	\$10,475.41

Central Lake

Community Development District Reservation & Maintenance Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance For The Period Ending February 28, 2025

	Adopted	Prorated Budget	Actual	
	Budget	Thru 02/28/25	Thru 02/28/25	Variance
Revenues:				
RAM Sewer Revenue	\$ 151,848	\$ 63,270	\$ 44,307	\$ (18,963)
Miscellaneous Revenue	-	-	201	201
Interest	600	250	227	(23)
Total Revenues	\$ 152,448	\$ 63,520	\$ 44,734	\$ (18,786)
Expenditures:				
<i>Administrative</i>				
Attorney Fees	\$ 12,000	\$ 5,000	\$ 9,266	\$ (4,266)
Postage	150	63	38	24
Insurance	4,190	4,190	4,074	116
Other Current Charges	500	208	-	208
Property Taxes	1,300	1,300	1,067	233
Total Administrative:	\$ 18,140	\$ 10,761	\$ 14,446	\$ (3,685)
<i>Operations & Maintenance</i>				
Property Insurance	\$ 23,905	\$ 23,905	\$ 24,535	\$ (630)
Mowing	8,000	3,333	2,316	1,017
Operating Supplies	7,500	3,125	-	3,125
Permits	5,000	2,083	-	2,083
Refuse Service	720	300	72	228
Repairs & Maintenance	26,000	10,833	-	10,833
Utility Maintenance	32,763	13,651	11,466	2,185
Capital Outlay	71,438	29,766	-	29,766
Total Operations & Maintenance:	\$ 175,326	\$ 86,997	\$ 38,389	\$ 48,608
Total Expenditures	\$ 193,466	\$ 97,758	\$ 52,835	\$ 44,923
Excess Revenues (Expenditures)	\$ (41,018)		\$ (8,101)	
Fund Balance - Beginning	\$ 41,018		\$ 503,260	
Fund Balance - Ending	\$ -		\$ 495,159	

Central Lake

Community Development District

Reservation & Maintenance Fund

Month to Month

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Total
Revenues:													
RAM Sewer Revenue	\$ 8,928	\$ 8,885	\$ 8,855	\$ 8,830	\$ 8,808	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 44,307
Miscellaneous Revenue	39	-	80	2	80	-	-	-	-	-	-	-	201
Interest	49	46	46	45	41	-	-	-	-	-	-	-	227
Total Revenues	\$ 9,016	\$ 8,931	\$ 8,981	\$ 8,876	\$ 8,929	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 44,734
Expenditures:													
<i>Administrative</i>													
Attorney Fees	\$ 2,496	\$ 2,346	\$ 1,203	\$ 2,681	\$ 540	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,266
Postage	7	7	7	9	8	-	-	-	-	-	-	-	38
Insurance	4,074	-	-	-	-	-	-	-	-	-	-	-	4,074
Other Current Charges	-	-	-	-	-	-	-	-	-	-	-	-	-
Property Taxes	-	1,067	-	-	-	-	-	-	-	-	-	-	1,067
Total Administrative:	\$ 6,578	\$ 3,420	\$ 1,211	\$ 2,690	\$ 548	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 14,446
<i>Operations & Maintenance</i>													
Property Insurance	\$ 24,535	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 24,535
Mowing	284	-	1,748	284	-	-	-	-	-	-	-	-	2,316
Operating Supplies	-	-	-	-	-	-	-	-	-	-	-	-	-
Permits	-	-	-	-	-	-	-	-	-	-	-	-	-
Refuse Service	-	-	-	16	56	-	-	-	-	-	-	-	72
Repairs & Maintenance	-	-	-	-	-	-	-	-	-	-	-	-	-
Utility Maintenance	2,830	1,917	1,962	2,053	2,704	-	-	-	-	-	-	-	11,466
Capital Outlay	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Operations & Maintenance:	\$ 27,649	\$ 1,917	\$ 3,710	\$ 2,353	\$ 2,760	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 38,389
Total Expenditures	\$ 34,227	\$ 5,338	\$ 4,921	\$ 5,043	\$ 3,307	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 52,835
Excess Revenues (Expenditures)	\$ (25,210)	\$ 3,594	\$ 4,061	\$ 3,834	\$ 5,621	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (8,101)