

SPRINGS AT LAKE ALFRED

**COMMUNITY DEVELOPMENT
DISTRICT**

May 16, 2024

**BOARD OF SUPERVISORS
REGULAR MEETING
AGENDA**

**SPRINGS AT LAKE ALFRED
COMMUNITY DEVELOPMENT DISTRICT**

AGENDA LETTER

Springs at Lake Alfred Community Development District

OFFICE OF THE DISTRICT MANAGER

2300 Glades Road, Suite 410W•Boca Raton, Florida 33431

Phone: (561) 571-0010•Toll-free: (877) 276-0889•Fax: (561) 571-0013

May 9, 2024

ATTENDEES:

Please identify yourself each time you speak to facilitate accurate transcription of meeting minutes.

Board of Supervisors

Springs at Lake Alfred Community Development District

Dear Board Members:

The Board of Supervisors of the Springs at Lake Alfred Community Development District will hold a Regular Meeting on May 16, 2024 at 5:00 p.m., at the Lake Alfred Public Library, 245 N Seminole Avenue, Lake Alfred, Florida 33850. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Consideration of Resolution 2024-08, Approving Proposed Budget(s) for FY 2025; Setting a Public Hearing Thereon and Directing Publication; Addressing Transmittal and Posting Requirements; Addressing Severability and Effective Date
4. Consideration of Resolution 2024-09, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2024/2025 and Providing for an Effective Date
5. Consideration of Resolution 2024-10, Ratifying, Confirming, and Approving the Sale of the Springs at Lake Alfred Community Development District Special Assessment Bonds, Series 2024; Ratifying, Confirming, and Approving the Actions of the Chairman, Vice Chairman, Treasurer, Secretary, Assistant Secretaries, And All District Staff Regarding the Sale and Closing of the Bonds; Determining Such Actions as Being in Accordance with the Authorization Granted by the Board; Providing a Severability Clause; and Providing an Effective Date
6. Ratification Items
 - A. Disclosure Technology Services, LLC EMMA® Filing Assistance Software as a Service License Agreement
 - B. Tampa Electric Company Bright Choices Lighting Agreement [Work Request No: 2444175 Phase 1A]
 - C. Tampa Electric Company Bright Choices Lighting Agreement [Work Request No: 2495757 Phase 1B]

D. Acquisition of Phase I Improvements

7. Consideration of Resolution 2024-07, Designating the Location of the Local District Records Office and Providing an Effective Date
 8. Acceptance of Unaudited Financial Statements as of March 31, 2024
 9. Approval of March 21, 2024 Regular Meeting Minutes
 10. Staff Reports
 - A. District Counsel: *Kutak Rock LLP*
 - B. District Engineer: *Dewberry Engineers Inc.*
 - C. District Manager: *Wrathell, Hunt and Associates, LLC*
- NEXT MEETING DATE: June 20, 2024 at 5:00 PM

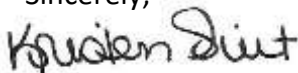
○ QUORUM CHECK

SEAT 1	MEGAN GERMINO	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 2	GABRIEL SHAMMA	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 3	MARTHA SCHIFFER	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 4	BRIAHANNA STASCHIAK	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 5	JEREMY CAMP	☐ IN PERSON	☐ PHONE	☐ NO

11. Board Members' Comments/Requests
12. Public Comments
13. Adjournment

If you should have any questions or concerns, please do not hesitate to contact me directly at (410) 207-1802.

Sincerely,



Kristen Suit
District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE

CALL-IN NUMBER: 1-888-354-0094

PARTICIPANT PASSCODE: 943 865 3730

SPRINGS AT LAKE ALFRED
COMMUNITY DEVELOPMENT DISTRICT

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RESOLUTION 2024-08

[FY 2025 BUDGET APPROVAL RESOLUTION]

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SPRINGS AT LAKE ALFRED COMMUNITY DEVELOPMENT DISTRICT APPROVING PROPOSED BUDGET(S) FOR FY 2025; SETTING A PUBLIC HEARING THEREON AND DIRECTING PUBLICATION; ADDRESSING TRANSMITTAL AND POSTING REQUIREMENTS; ADDRESSING SEVERABILITY AND EFFECTIVE DATE.

WHEREAS, for the fiscal year beginning October 1, 2024, and ending September 30, 2025 (“**FY 2025**”), the District Manager prepared and submitted to the Board of Supervisors (“**Board**”) of the Springs at Lake Alfred Community Development District (“**District**”) prior to June 15, 2024, the proposed budget(s) attached hereto as **Exhibit A (“Proposed Budget”)**; and

WHEREAS, the Board now desires to set the required public hearing on the Proposed Budget.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE SPRINGS AT LAKE ALFRED COMMUNITY DEVELOPMENT DISTRICT:

1. **PROPOSED BUDGET APPROVED.** The Proposed Budget attached hereto as **Exhibit A** is hereby approved preliminarily.

2. **SETTING A PUBLIC HEARING; DIRECTING PUBLICATION.** A public hearing on said approved Proposed Budget is hereby declared and set for the following date, time, and location, and District staff is directed to provide notice of the same in accordance with Florida law:

DATE: _____, 2024

TIME: 5:00 p.m.

LOCATION: Lake Alfred Public Library
245 N. Seminole Avenue
Lake Alfred, Florida 33850

3. **TRANSMITTAL TO LOCAL GENERAL PURPOSE GOVERNMENT; POSTING OF PROPOSED BUDGET.** The District Manager is hereby directed to (i) submit a copy of the Proposed Budget to the applicable local general-purpose government(s) at least 60 days prior to its adoption, and (ii) post the approved Proposed Budget on the District’s website in accordance with Section 189.016, *Florida Statutes*.

4. **SEVERABILITY; EFFECTIVE DATE.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 16TH DAY OF MAY, 2024.

ATTEST:

**SPRINGS AT LAKE ALFRED COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: Proposed Budget

Exhibit A: Proposed Budget

**SPRINGS AT LAKE ALFRED
COMMUNITY DEVELOPMENT DISTRICT
PROPOSED BUDGET
FISCAL YEAR 2025**

**SPRINGS AT LAKE ALFRED
COMMUNITY DEVELOPMENT DISTRICT
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**SPRINGS AT LAKE ALFRED
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2025**

	Fiscal Year 2024				Proposed
	Adopted Budget FY 2024	Actual through 03/31/2024	Projected through 09/30/24	Total Actual & Projected	Budget FY 2025
REVENUES					
Assessment levy: on-roll - gross	\$ -				\$ 110,044
Allowable discounts (4%)	-				(4,402)
Assessment levy: on-roll - net	-	\$ -	\$ -	\$ -	105,642
Assessment levy: off-roll	-	-	-	-	409,364
Landowner contribution	85,765	28,389	57,376	85,765	-
Total revenues	85,765	28,389	57,376	85,765	515,006
EXPENDITURES					
Professional & administrative					
Management/accounting/recording**	42,000	10,000	32,000	42,000	42,000
Legal	25,000	863	24,137	25,000	25,000
Engineering	2,000	-	2,000	2,000	2,000
Dissemination agent*	750		750	750	750
EMMA software service	-	-	-	-	2,500
Telephone	200	83	117	200	200
Postage	500	38	462	500	500
Printing & binding	500	208	292	500	500
Legal advertising	6,500	-	6,500	6,500	2,500
Annual special district fee	175	175	-	175	175
Insurance	5,500	5,000	500	5,500	5,700
Contingencies/bank charges	750	8	742	750	750
Website hosting & maintenance	1,680	1,680	-	1,680	1,680
Website ADA compliance	210	-	210	210	210
Tax collector	-	-	-	-	3,301
Total professional & administrative	85,765	18,055	67,710	85,765	87,766
Field operations					
Property management	-	-	-	-	80,640
Landscape Maintenance	-	-	-	-	170,000
Replacement/extra	-	-	-	-	20,000
Irrigation repair	-	-	-	-	5,000
Pond tilling	-	-	-	-	3,000
Janitorial -pet waste station & bus stops	-	-	-	-	6,000
Lights, signs & fences	-	-	-	-	5,000
Pressure washing	-	-	-	-	25,000
Streets & sidewalks	-	-	-	-	2,500
Miscellaneous repairs & replacement	-	-	-	-	20,000
Holiday lights	-	-	-	-	5,000
Utilities					
Electricity	-	-	-	-	25,000
Streetlights	-	-	-	-	60,100
Total field operations	-	-	-	-	427,240

**SPRINGS AT LAKE ALFRED
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2025**

	Fiscal Year 2024				Proposed
	Adopted Budget FY 2024	Actual through 03/31/2024	Projected through 09/30/24	Total Actual & Projected	Budget FY 2025
Total expenditures	85,765	18,055	67,710	85,765	515,006
Excess/(deficiency) of revenues over/(under) expenditures	-	10,334	(10,334)	-	-
Fund balance - beginning (unaudited)	-	-	10,334	-	-
Fund balance - ending (projected)					
Assigned					
Working capital	-	-	-	-	-
Unassigned	-	10,334	-	-	-
Fund balance - ending	<u>\$ -</u>	<u>\$ 10,334</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

* These items will be realized when bonds are issued

** WHA will charge a reduced management fee of \$2,000 per month until bonds are issued.

**SPRINGS AT LAKE ALFRED
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

EXPENDITURES

Professional & administrative

Management/accounting/recording**	\$ 42,000
Wrathell, Hunt and Associates, LLC (WHA), specializes in managing community development districts by combining the knowledge, skills and experience of a team of professionals to ensure compliance with all of the District's governmental requirements. WHA develops financing programs, administers the issuance of tax exempt bond financings, operates and maintains the assets of the community.	
Legal	25,000
General counsel and legal representation, which includes issues relating to public finance, public bidding, rulemaking, open meetings, public records, real property dedications, conveyances and contracts.	
Engineering	2,000
The District's Engineer will provide construction and consulting services, to assist the District in crafting sustainable solutions to address the long term interests of the community while recognizing the needs of government, the environment and maintenance of the District's facilities.	
Dissemination agent*	750
The District must annually disseminate financial information in order to comply with the requirements of Rule 15c2-12 under the Securities Exchange Act of 1934. Wrathell, Hunt & Associates serves as dissemination agent.	
EMMA software service	2,500
Telephone	200
Telephone and fax machine.	
Postage	500
Mailing of agenda packages, overnight deliveries, correspondence, etc.	
Printing & binding	500
Letterhead, envelopes, copies, agenda packages	
Legal advertising	2,500
The District advertises for monthly meetings, special meetings, public hearings, public bids, etc.	
Annual special district fee	175
Annual fee paid to the Florida Department of Economic Opportunity.	
Insurance	5,700
The District will obtain public officials and general liability insurance.	
Contingencies/bank charges	750
Bank charges and other miscellaneous expenses incurred during the year and automated AP routing etc.	
Website hosting & maintenance	1,680
Website ADA compliance	210
Tax collector	3,301
Property management	80,640
Landscape Maintenance	170,000
Replacement/extra	20,000
Irrigation repair	5,000
Pond tilling	3,000
Janitorial -pet waste station & bus stops	6,000

**SPRINGS AT LAKE ALFRED
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

Expenditures (continued)

Lights, signs & fences	5,000
Pressure washing	25,000
Streets & sidewalks	2,500
Miscellaneous repairs & replacement	20,000
Holiday lights	5,000
Utilities	
Electricity	25,000
Streetlights	60,100
Total expenditures	<u><u>\$515,006</u></u>

**SPRINGS AT LAKE ALFRED
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND BUDGET - SERIES 2024
FISCAL YEAR 2025**

	Fiscal Year 2024			
	Actual through 03/31/24	Projected through 9/30/2024	Total Actual & Projected	Proposed Budget FY 2025
REVENUES				
Assessment levy: on-roll				\$ 303,858
Allowable discounts (4%)				(12,154)
Net assessment levy - on-roll	\$ -	\$ -	\$ -	291,704
Total revenues	-	-	-	291,704
EXPENDITURES				
Debt service				
Principal	-	-	-	60,000
Interest	-	-	-	240,856
Tax collector	-	-	-	6,077
Underwriter's discount	82,800	-	82,800	-
Cost of issuance	182,830	-	182,830	-
Total expenditures	265,630	-	265,630	306,933
Excess/(deficiency) of revenues over/(under) expenditures	(265,630)	-	(265,630)	(15,229)
OTHER FINANCING SOURCES/(USES)				
Bond proceeds	543,889	-	543,889	-
Total other financing sources/(uses)	543,889	-	543,889	-
Net increase/(decrease) in fund balance	278,259	-	278,259	(15,229)
Fund balance:				
Beginning fund balance (unaudited)	(6,298)	271,961	(6,298)	271,961
Ending fund balance (projected)	\$271,961	\$271,961	\$271,961	256,732
Use of fund balance:				
Debt service reserve account balance (required)				(141,294)
Interest expense - November 1, 2025				(109,003)
Projected fund balance surplus/(deficit) as of September 30, 2025				\$ 6,435

**SPRINGS AT LAKE ALFRED
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2024 AMORTIZATION SCHEDULE**

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
11/01/24			130,540.16	130,540.16	4,140,000.00
05/01/25	60,000.00	4.375%	110,315.63	170,315.63	4,080,000.00
11/01/25			109,003.13	109,003.13	4,080,000.00
05/01/26	65,000.00	4.375%	109,003.13	174,003.13	4,015,000.00
11/01/26			107,581.25	107,581.25	4,015,000.00
05/01/27	65,000.00	4.375%	107,581.25	172,581.25	3,950,000.00
11/01/27			106,159.38	106,159.38	3,950,000.00
05/01/28	70,000.00	4.375%	106,159.38	176,159.38	3,880,000.00
11/01/28			104,628.13	104,628.13	3,880,000.00
05/01/29	70,000.00	4.375%	104,628.13	174,628.13	3,810,000.00
11/01/29			103,096.88	103,096.88	3,810,000.00
05/01/30	75,000.00	4.375%	103,096.88	178,096.88	3,735,000.00
11/01/30			101,456.25	101,456.25	3,735,000.00
05/01/31	80,000.00	4.375%	101,456.25	181,456.25	3,655,000.00
11/01/31			99,706.25	99,706.25	3,655,000.00
05/01/32	85,000.00	5.250%	99,706.25	184,706.25	3,570,000.00
11/01/32			97,475.00	97,475.00	3,570,000.00
05/01/33	90,000.00	5.250%	97,475.00	187,475.00	3,480,000.00
11/01/33			95,112.50	95,112.50	3,480,000.00
05/01/34	90,000.00	5.250%	95,112.50	185,112.50	3,390,000.00
11/01/34			92,750.00	92,750.00	3,390,000.00
05/01/35	95,000.00	5.250%	92,750.00	187,750.00	3,295,000.00
11/01/35			90,256.25	90,256.25	3,295,000.00
05/01/36	100,000.00	5.250%	90,256.25	190,256.25	3,195,000.00
11/01/36			87,631.25	87,631.25	3,195,000.00
05/01/37	105,000.00	5.250%	87,631.25	192,631.25	3,090,000.00
11/01/37			84,875.00	84,875.00	3,090,000.00
05/01/38	115,000.00	5.250%	84,875.00	199,875.00	2,975,000.00
11/01/38			81,856.25	81,856.25	2,975,000.00
05/01/39	120,000.00	5.250%	81,856.25	201,856.25	2,855,000.00
11/01/39			78,706.25	78,706.25	2,855,000.00
05/01/40	125,000.00	5.250%	78,706.25	203,706.25	2,730,000.00
11/01/40			75,425.00	75,425.00	2,730,000.00
05/01/41	135,000.00	5.250%	75,425.00	210,425.00	2,595,000.00
11/01/41			71,881.25	71,881.25	2,595,000.00
05/01/42	140,000.00	5.250%	71,881.25	211,881.25	2,455,000.00
11/01/42			68,206.25	68,206.25	2,455,000.00
05/01/43	150,000.00	5.250%	68,206.25	218,206.25	2,305,000.00
11/01/43			64,268.75	64,268.75	2,305,000.00
05/01/44	155,000.00	5.250%	64,268.75	219,268.75	2,150,000.00
11/01/44			60,200.00	60,200.00	2,150,000.00
05/01/45	165,000.00	5.600%	60,200.00	225,200.00	1,985,000.00
11/01/45			55,580.00	55,580.00	1,985,000.00
05/01/46	175,000.00	5.600%	55,580.00	230,580.00	1,810,000.00
11/01/46			50,680.00	50,680.00	1,810,000.00
05/01/47	185,000.00	5.600%	50,680.00	235,680.00	1,625,000.00
11/01/47			45,500.00	45,500.00	1,625,000.00
05/01/48	195,000.00	5.600%	45,500.00	240,500.00	1,430,000.00
11/01/48			40,040.00	40,040.00	1,430,000.00

**SPRINGS AT LAKE ALFRED
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2024 AMORTIZATION SCHEDULE**

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
05/01/49	205,000.00	5.600%	40,040.00	245,040.00	1,225,000.00
11/01/49			34,300.00	34,300.00	1,225,000.00
05/01/50	220,000.00	5.600%	34,300.00	254,300.00	1,005,000.00
11/01/50			28,140.00	28,140.00	1,005,000.00
05/01/51	230,000.00	5.600%	28,140.00	258,140.00	775,000.00
11/01/51			21,700.00	21,700.00	775,000.00
05/01/52	245,000.00	5.600%	21,700.00	266,700.00	530,000.00
11/01/52			14,840.00	14,840.00	530,000.00
05/01/53	260,000.00	5.600%	14,840.00	274,840.00	270,000.00
11/01/53			7,560.00	7,560.00	270,000.00
05/01/54	270,000.00	5.600%	7,560.00	277,560.00	-
Total	4,140,000.00		4,398,085.79	8,538,085.79	

**SPRINGS AT LAKE ALFRED
COMMUNITY DEVELOPMENT DISTRICT
ASSESSMENT COMPARISON
PROJECTED FISCAL YEAR 2025 ASSESSMENTS**

On-Roll					
Product/Parcel	Units	FY 2025 O&M Assessment per Unit	FY 2025 DS Assessment per Unit	FY 2025 Total Assessment per Unit	FY 2024 Total Assessment per Unit
SF 40'	97	\$ 573.15	\$ 1,408.38	\$ 1,981.52	n/a
SF 50'	95	573.15	1,760.47	2,333.62	n/a
Total	192				

Off-Roll Assessments					
Product/Parcel	Units	FY 2025 O&M Assessment per Unit	FY 2025 DS Assessment per Unit	FY 2025 Total Assessment per Unit	FY 2024 Total Assessment per Unit
SF 40'	533	\$ 533.03	\$ -	\$ 533.03	n/a
SF 50'	235	533.03	-	533.03	n/a
Total	768				

**SPRINGS AT LAKE ALFRED
COMMUNITY DEVELOPMENT DISTRICT**

4

RESOLUTION 2024-09

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SPRINGS AT LAKE ALFRED COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATES, TIMES AND LOCATIONS FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS OF THE DISTRICT FOR FISCAL YEAR 2024/2025 AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Springs at Lake Alfred Community Development District ("**District**") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, the District is required by Section 189.015, *Florida Statutes*, to file quarterly, semi-annually, or annually a schedule (including date, time, and location) of its regular meetings with local governing authorities; and

WHEREAS, further, in accordance with the above-referenced statute, the District shall also publish quarterly, semi-annually, or annually the District's regular meeting schedule in a newspaper of general paid circulation in the county in which the District is located.

WHEREAS, the Board desires to adopt the Fiscal Year 2024/2025 meeting schedule attached as **Exhibit A**.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE SPRINGS AT LAKE ALFRED COMMUNITY DEVELOPMENT DISTRICT:

1. **ADOPTING FISCAL YEAR 2024/2025 ANNUAL MEETING SCHEDULE.** The Fiscal Year 2024/2025 annual meeting schedule attached hereto and incorporated by reference herein as **Exhibit A** is hereby approved and shall be published in accordance with the requirements of Florida law and also provided to applicable governing authorities.

2. **EFFECTIVE DATE.** This Resolution shall become effective immediately upon its adoption.

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

ATTEST:

**SPRINGS AT LAKE ALFRED COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

EXHIBIT "A"

SPRINGS AT LAKE ALFRED COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2024/2025 MEETING SCHEDULE		
LOCATION		
<i>Lake Alfred Public Library, 245 N Seminole Avenue, Lake Alfred, Florida 33850</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 17, 2024	Regular Meeting	5:00 PM
November 21, 2024	Regular Meeting	5:00 PM
December 19, 2024	Regular Meeting	5:00 PM
January 16, 2025	Regular Meeting	5:00 PM
February 20, 2025	Regular Meeting	5:00 PM
March 20, 2025	Regular Meeting	5:00 PM
April 17, 2025	Regular Meeting	5:00 PM
May 15, 2025	Regular Meeting	5:00 PM
June __, 2025*	Regular Meeting	5:00 PM
July 17, 2025	Regular Meeting	5:00 PM
August 21, 2025	Regular Meeting	5:00 PM
September 18, 2025	Regular Meeting	5:00 PM

*Exception

The June meeting is on the Juneteenth holiday.

**SPRINGS AT LAKE ALFRED
COMMUNITY DEVELOPMENT DISTRICT**

5

RESOLUTION 2024-10

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SPRINGS AT LAKE ALFRED COMMUNITY DEVELOPMENT DISTRICT RATIFYING, CONFIRMING, AND APPROVING THE SALE OF THE SPRINGS AT LAKE ALFRED COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2024; RATIFYING, CONFIRMING, AND APPROVING THE ACTIONS OF THE CHAIRMAN, VICE CHAIRMAN, TREASURER, SECRETARY, ASSISTANT SECRETARIES, AND ALL DISTRICT STAFF REGARDING THE SALE AND CLOSING OF THE BONDS; DETERMINING SUCH ACTIONS AS BEING IN ACCORDANCE WITH THE AUTHORIZATION GRANTED BY THE BOARD; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Springs at Lake Alfred Community Development District (“District”), is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, the District previously adopted resolutions authorizing the issuance and the negotiated sale of bonds within the scope of Chapter 190, *Florida Statutes*, including its Special Assessment Bonds, Series 2024 (Assessment Area One Project), in the par amount of \$4,140,000 (“Series 2024 Bonds”); and

WHEREAS, the District previously adopted a resolution authorizing the finalization of the debt assessment lien securing the Series 2024 Bonds, including but not limited to authorization to finalize the supplemental engineer’s report and supplemental assessment report; and

WHEREAS, the District closed on the sale of the Series 2024 Bonds on March 28, 2024; and

WHEREAS, as prerequisites to the issuance of the Series 2024 Bonds, the Chairman, Vice Chairman, Treasurer, Assistant Secretaries, and District Staff including the District Manager, District Financial Advisor, and District Counsel were required to execute and deliver various documents (“Closing Documents”); and

WHEREAS, the District desires to ratify, confirm, and approve all actions of the District Chairman, Vice Chairman, Treasurer, Assistant Secretaries, and District Staff in connection with closing the sale of the Series 2024 Bonds.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE SPRINGS AT LAKE ALFRED COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. The sale, issuance, and closing of the Series 2024 Bonds is in the best interests of the District.

SECTION 2. The issuance and sale of the Series 2024 Bonds, the adoption of resolutions relating to such bonds, the agreements entered into with respect to the issuance of such bonds, and all actions taken in the furtherance of the closing on such bonds, are hereby declared and affirmed as being in the best interests of the District and are hereby ratified, approved, and confirmed.

SECTION 3. The actions of the Chairman, Vice Chairman, Treasurer, Secretary, Assistant Secretaries, and all District Staff in finalizing the closing and issuance of the Series 2024 Bonds, including but not limited to: (1) the execution and delivery of the Closing Documents, (2) the exercise of all authority granted pursuant to Resolution 2024-03 which authorized the issuance of the Bonds, (3) the exercise of all authority pursuant to, and finalization of, Resolution 2024-06 which confirmed the maximum assessment lien securing the Bonds, and (4) the execution and delivery of such other certifications or other documents required for the closing on the Series 2024 Bonds, are determined to be in accordance with the prior authorizations of the Board and are hereby ratified, approved, and confirmed in all respects, and Resolutions 2024-03 and 2024-06 on file with the District Manager and as included in the transcript for the Series 2024 Bonds are hereby determined to be in final form.

SECTION 4. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 5. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

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

ATTEST:

**SPRINGS AT LAKE ALFRED COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

**SPRINGS AT LAKE ALFRED
COMMUNITY DEVELOPMENT DISTRICT**

6A

EMMA® Filing Assistance Software as a Service License Agreement

This EMMA Filing Assistance Software as a Service License Agreement (this "**Agreement**") is entered into by and between the **Springs at Lake Alfred Community Development District** (the "**District**") on behalf of itself, its Dissemination Agent and all other Obligated Persons as defined in the District's outstanding Continuing Disclosure Agreements (collectively, the "**Licensee**"), and Disclosure Technology Services, LLC, a Delaware limited liability company ("**DTS**" or the "**Licensor**"). This Agreement shall be effective as of last day executed below ("**Effective Date**").

NOW, THEREFORE, for good and adequate consideration, the sufficiency of which is hereby acknowledged, the parties have agreed as follows:

The District is, or may in the future be, a party to one or more Continuing Disclosure Agreements (the "**CDAs**") in connection with the issuance of bonds or other debt obligations. Pursuant to the CDAs, the District and the other Obligated Persons named therein are, or will be, obligated to file certain Annual Reports, Quarterly Reports and Listed Event filings (as such terms are defined in the CDAs) electronically through the Municipal Securities Rulemaking Board's Electronic Municipal Market Access ("**EMMA**") system website within the time periods specified in the CDAs.

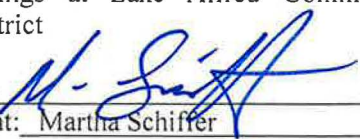
Subject to the payment of the fees provided for in "Exhibit A: Fee Schedule" attached hereto and the terms and conditions provided for in the "EMMA® Filing Assistance Software End User License Agreement" located at , both of which are hereby incorporated by reference into this Agreement, the Licensor hereby (i) grants to Licensee a non-exclusive, non-transferable, non-sublicensable, limited license and right to access and use the DTS Portal ("**Portal**") for the purposes provided for herein. The Portal is configured to provide annual and quarterly notices of reporting deadlines prior to the applicable Annual Filing Date(s) and Quarterly Filing Date(s) set forth in the CDAs (the "**Services**").

As part of the notices provided by the Portal, links to access to the Portal will be made delivered to the District and other Obligated Persons annually and quarterly, as applicable, via email, which will allow for the District and other Obligated Persons to input the information required for the Annual Reports (excluding the Audited Financial Statements) and the Quarterly Reports under the CDAs, respectively, into a reportable format (collectively, the "**Formatted Information**"). Notwithstanding this provision or failure to provide such Formatted Information or any Services, the District, and its Dissemination Agent, if any, will remain responsible for filing the Formatted Information with EMMA on or before the deadlines provided for in the CDAs. The Portal shall not include any links for Listed Events as defined in the CDAs and all EMMA reporting obligations shall remain the sole obligations of the District and the Obligated Persons as set forth in the CDAs if and when a Listed Events report needs to be filed.

This Agreement shall commence on the Effective Date and continue through September 30 of the year in which this Agreement is executed, and thereafter, shall renew for additional one year terms (based on the District's fiscal year, which ends September 30) so long as the District is obligated under any CDAs. Either party may terminate this Agreement upon thirty days prior written notice to the other party hereto. Any fees paid prior to termination shall be considered earned and non-refundable and the Licensor may adjust the fees hereunder upon thirty days prior written notice to Licensee. Upon the termination of this Agreement, Licensee shall immediately discontinue use of the Portal. Licensee's obligations according to the provisions of this Agreement prior to termination shall survive termination of this Agreement. This Agreement is also subject to the terms set forth in **Exhibit B**.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date below written.

Springs at Lake Alfred Community Development District Disclosure Technology Services, LLC

By: 
Print: Martha Schiffer
Title: Chair
Date: 3.28.24

By: _____
Print: Michael Klurman
Title: Vice President
Date: 03-15-24

Exhibit A – Fee Schedule

Annual License Fee:

1. Year 1 - \$2,000 at Bond Closing to be paid from issuance cost budget.
2. Fiscal Year 2024-2025 and forward, \$2500 per annum for both Series 2023 and Series 2024 Bonds.

Exhibit B – CDD Addendum

The following terms apply notwithstanding any other provision of the Agreement (including but not limited to any of the terms incorporated therein from other documents):

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

IF THE DTS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE DTS'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, Wrathell Hunt & Associates, 2300 Glades Road, Ste #410W, Boca Raton, FL 33431; Attention: Craig Wrathell.

LIMITATIONS ON LIABILITY. Nothing in the Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in section 768.28, *Florida Statutes*, or other statute or law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

SCRUTINIZED COMPANIES. DTS certifies that it is not in violation of section 287.135, *Florida Statutes*, and is not prohibited from doing business with the District under Florida law, including but not limited to Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. If DTS is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate this Agreement.

E-VERIFY. DTS shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, DTS shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees and shall comply with all requirements of Section 448.095, *Florida Statutes*, as to the use of subcontractors. The District may terminate the Agreement immediately for cause if there is a good faith belief that the DTS has knowingly violated Section 448.091, *Florida Statutes*. By entering into this Agreement, the DTS represents that no public employer has terminated a contract with the DTS under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

**SPRINGS AT LAKE ALFRED
COMMUNITY DEVELOPMENT DISTRICT**

6B



Contract No:	14973
Work Request No:	2444175 – PH 1A
Billing Customer of Record:	SPRINGS AT LAKE ALFRED COMMUNITY DEVELOPMENT DISTRICT
Billing Address:	5337 MILLENIA LAKE BLVD STE 235 ORLANDO, FL 32839-0000
Tax ID#:	92-1567622
Business Partner #:	1101817976

TAMPA ELECTRIC COMPANY
BRIGHT CHOICES Outdoor Lighting Agreement

Pursuant to the terms and conditions set forth in this outdoor lighting agreement (the "Agreement"), Tampa Electric Company (the "Company") agrees to provide and SPRINGS AT LAKE ALFRED COMMUNITY DEVELOPMENT DISTRICT (the "Customer") agrees to accept and pay for the outdoor lighting services specified below.

1. **Scope of Work** The Company shall furnish, install, operate and maintain, the following lighting equipment (all of which, together with accessories, attachments, replacement parts, additions and repairs, shall be referred to herein as "Equipment"):

28 - 2126415 Granville III - 3K 60 Watts LED Black
 28 - 2127280 Winston Aluminum 16 Ft Black

at the following location COUNTY ROAD 557A POLK CITY, FL 33868-0000 ("Installation Site"), subject to the availability of such Equipment for the term of the Agreement.

2. **System Design and Approval** If applicable, based on written lighting system design specifications approved by the Customer and/or the Equipment selected by the Customer, the Company shall prepare and provide the Customer with a copy of the final design and/or sketch at least five (5) business days prior to the commencement of installation of the Equipment at the Installation Site. The final design sketch will conform, to the extent practicable, to the Customer's preferences or preferred design.

If the final design sketch has been provided to the Customer, as required above, and the Customer has not advised the Company of specific changes to be made to the final design sketch at least two (2) days prior to the commencement of work at the Installation Site, then the Customer will be deemed to have consented to the configuration and installation of Equipment pursuant to the final design sketch.

The Customer is responsible for indicating the location where the Equipment is to be installed and the direction and orientation of the illumination provided thereby by staking or other clear marking.

The Equipment shall be repaired or replaced with the closest available light and/or light pole and associated rate(s) should parts or Equipment become unavailable.

THE COMPANY MAKES NO WARRANTY, EITHER EXPRESSED OR IMPLIED, INCLUDING AN IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE of either the Equipment or the lighting design plan pursuant to which the Equipment is installed.

3. **Damages During Construction** The Customer shall be responsible for all costs incurred to repair or replace any Equipment which is damaged by the Customer, its agents, employees, representatives or third parties other than the Company during construction or use of the equipment including but not limited to costs incurred to repair or relocate Equipment to proper depths in response to a lowering of the grade of the soil above any conduit serving the Equipment.

4. **Customer Information and Preparation** The Customer shall locate and advise the Company, by providing an accurate map and other necessary written descriptions, of the exact location of all underground facilities and equipment including, but not limited to: sewage pipes, septic tanks, wells, swimming pools, sprinkler systems, conduits, cables, valves, lines, fuel storage tanks, and storm drainage systems ("Underground Facilities") at the Installation Site at least two (2) days prior to the commencement of any work by the Company at the Installation Site. Any and all cost or liability for damage to Underground Facilities by the Company that were not properly identified by the Customer, as described under this Paragraph, shall be paid by the Customer.

Exculpation of liability shall include those claims, losses and damages arising out of Company's sole negligence, the Customer agrees to defend, at its own expense, and indemnify the Company for any and all claims, losses and damages, including attorney's fees and costs, which arise or are alleged to have arisen out of furnishing, design, installation, operation, maintenance or removal of the Equipment. The phrase "property damage" includes, but is not limited to, damage to the property of the Customer, the Company, or any third parties.

5. **Non-Standard Service Charges** The Customer shall pay all costs associated with any additional Company facilities and services that are not considered standard for providing lighting service including, but not limited to: installation of distribution transformers, relays, protective shields, bird deterrent devices, light trespass shields, any devices required by local regulations to control the level or duration of illumination including any associated planning and engineering costs, removal and replacement of pavement required to install underground lighting cable, and directional boring. Charges will also be assessed for light rotations and light pole relocations. The Company will bill the Customer the actual cost of such non-standard facilities and services as incurred.

- 6. Customer Contribution in Aid of Construction** The Company shall pay for all normal Equipment installation costs, with the exception of the following: \$0.00 for the Contribution in Aid of Construction(CIAC). Refer to Section 5.2.6.1 of the Tampa Electric Tariff.
- 7. Monthly Payment** During the term of this Agreement, the Customer shall pay the Company monthly for the lighting services provided pursuant to Rate Schedule LS-1 as the rate schedule, which is on file with the Florida Public Service Commission, may be amended from time to time. All bills shall be due when rendered.
The current monthly base charges for facilities installed under this agreement are \$1245.44. Fuel and other adjustment clause charges and (where applicable) franchise fees and taxes per month under current tax rates pursuant to the Rate Schedule shall be \$228.39. The total monthly charge shall be \$1473.83 per month.
The Company may request that Customer provide a cash deposit equal to two (2) months service under this Agreement.
The monthly charges specified in this agreement are tied to the tariff charges currently on file with the Florida Public Service Commission and may change during the term of this Agreement in accordance with filed changes to the relevant tariffs.
- 8. Term** This Agreement shall be effective on the later of the dates indicated on the signature block ("Effective Date") and shall remain in force for a primary term of ten (10) year(s) (the "Primary Term" as provided in the applicable Rate Schedule LS-1) beginning on the date one or more of the Equipment is installed and, if applicable, at least one light is energized and ready for use and shall continue thereafter for successive one year terms (each, a "Renewal Term") until terminated by either party upon providing the other party with ninety (90) days prior written notice of termination.
- 9. Limitation on Damages** The Company will furnish electricity to operate the Equipment for dusk to dawn service or less, depending on the controlling device, each calendar year. The Company will use reasonable diligence at all times to provide continuous operation during the term. The Company shall not be liable to the Customer for any damages arising from complete or partial failure or interruption of service, shut down for repairs or adjustments, delay in providing or restoring service, or for failure to warn of any interruption of service or lighting.
- 10. Indemnification** Except for those claims, losses and damages arising out of Company's sole negligence, the Customer agrees to defend, at its own expense, and indemnify the Company for any and all claims, losses and damages, including attorney's fees and costs, which arise or are alleged to have arisen out of furnishing, design, installation, operation, maintenance or removal of the Equipment. The phrase "property damage" includes, but is not limited to, damage to the property of the Customer, the Company, or any third parties. For purposes of this indemnification, the "Company" shall be defined as Tampa Electric Company, its parent, Emera, Inc., and all subsidiaries and affiliates thereof, and each of their respective officers, directors, affiliates, insurers, representatives, agents, servants, employees, contractors, and any successor corporations.
- 11. Outage Notification** The Customer shall be responsible for monitoring the function of the Equipment and for notifying the Company of all Equipment outages.
- 12. Tree Trimming** Failure of the Customer to maintain adequate clearance (e.g. trees and vegetation) around the Equipment may cause illumination obstruction and/or a delay in requested repairs or required maintenance.
- 13. Termination, Removal** The Customer shall have the right to terminate this Agreement without any liability or obligation to the Company during the three (3) business day period following the Effective Date ("Initial Termination Period"), provided that written notice of such termination is received by the Company no later than the close of business on the third business day following the Effective Date. In addition, the Customer may terminate this Agreement during the period that commences at the close of the Initial Termination Period and ends at 5:00 p.m. on the business day immediately preceding the date on which installation of the Equipment at the Installation Site is scheduled to commence ("Final Termination Period"), provided that written notice of such termination is received by the Company no later than 5:00 p.m. on the business day immediately preceding the date on which installation of the Equipment commences and, provided further, that the Customer reimburses the Company for any costs incurred by the Company up to the time of the termination by the Customer. These costs include, but are not limited to, shipping and storeroom handling cost for items purchased pursuant to or in contemplation of the Agreement, restocking fees on returned purchases, the cost of purchased Equipment that cannot be returned, or in the Company's sole judgment, reasonably absorbed in current inventory, and engineering time. The Customer may not terminate this Agreement once installation of the Equipment has commenced.
The Company may, at its option and on five (5) days written notice to Customer, terminate this agreement in the event that:
- (a) the Customer fails to pay the Company for any of the services provided herein;
 - (b) the Customer violates the terms of this agreement;
 - (c) a petition for adjudication of bankruptcy or for reorganization or rearrangement is filed by Customer pursuant to any federal or state bankruptcy law or similar federal or state law; or
 - (d) a trustee or receiver is appointed to take possession of the Installation Site (or if Customer is a tenant at the Installation Site, tenant's interest in the Installation Site) and possession is not restored to Tenant within thirty (30) days.
- If such termination occurs prior to the expiration of the Primary Term, the Customer agrees to pay the Company, as liquidated damages, an amount equal to the net present value of the monthly rate for each service taken, less all applicable fuel and other adjustment clause charges, and (where applicable) franchise fees and taxes, for each month of the unexpired Primary Term.
- 14. Easements** The Property Owner, identified on the signature page hereto, covenants that it owns or controls the Installation Site and is authorized to grant the Company an easement to permit performance of the Agreement. The Customer and the Property Owner of the Installation Site, if other than the Customer (individually, the "Grantor" collectively, the "Grantors"), hereby grant the Company a **Non-exclusive Easement** for ingress and egress over and under the Installation Site and for installation, inspection, operation, maintenance, repair, replacement, and removal of the Equipment. The Non-exclusive Easement shall terminate upon the Company's removal of the Equipment. The

Equipment shall remain the Company's personal property, notwithstanding the manner or mode of its attachment to the Installation Site and shall not be deemed fixtures. Any claim(s) that the Company has or may hereafter have with respect to the Equipment shall be superior to any lien, right or claim of any nature that any Grantor or anyone claiming through Grantor now has or may hereafter have with respect to the Equipment by law, agreement or otherwise.

In the event that this agreement is terminated pursuant to Paragraph 13 or expires pursuant to Paragraph 8, each of the Grantors expressly grants the Company or its assigns or agents the continued right of entry at any reasonable time to remove the Equipment, or any part hereof, from the Installation Site. The Company shall not be responsible for any reasonable property damage caused at and around the Installation Site, arising from Company exercising its rights under this easement. The Grantors, individually or collectively, shall make no claim whatsoever to the Equipment or any interest or right therein.

15. Physical Alterations and Attachments In no event shall the Customer, or any other Grantor, alter, place upon or attach or allow others to alter, place upon or attach to the Equipment, except with the Company's prior written consent and as set forth in applicable Tampa Electric guidelines, any sign or device of any nature, or place, install or permit to exist, anything, including trees or shrubbery, which would interfere with the Equipment or tend to create a dangerous condition. The Company is hereby granted the right to remove, without liability to Company, anything altered, placed, installed, or existing in violation of this paragraph, with such removal cost being paid by the Customer.

Should such application to attach be made by a party other than the Customer, the initiating party shall obtain additional written approval from the Customer to attach to the specific Equipment as identified by the pole tag number. Such approval of the Customer must be provided to the Company before final approval is granted for physical attachment.

16. Insurance Customer and/or Property Owner, at his sole cost and expense, shall maintain insurance, in amounts and under policy forms reasonable and prudent for the type of property on which the Equipment is installed at all times during the life of this Agreement. Failure to provide insurance in accordance with this Section shall constitute a material breach of this Agreement.

17. Amendments During the term of this Agreement, Company and Customer may amend or enter into additional addenda to the Agreement ("Addenda") upon the mutual written agreement of both parties in the form of Addendum "A" hereto.

18. Light Trespass Customer acknowledges and agrees that the Customer is solely responsible for specifying the general location of the Equipment and the direction and orientation of the illumination provided thereby. The Company will not be required to install or continue to operate the Equipment at any location where the service may be or has become objectionable to others. If removal of any Equipment is the only practicable resolution of the objection, such removal will be deemed a termination prior to the expiration of the Primary Term as provided in Paragraph 13 and Customer promptly shall pay the Company the liquidated damages specified therein for the percentage or portion of the Equipment that must be removed.

19. Assignments This Agreement shall inure to the benefit of, and be binding upon, the respective heirs, legal representatives, successors and assigns of the parties hereto. This Agreement may not be assigned by Customer in whole, and Customer shall not be released from the obligations hereunder, except with the written consent of Company in its sole discretion.

In the event of an Assignment, the assignee may be substituted herein for the Customer and/or other Grantor with respect to all Customer rights and obligations, but the initial Customer shall not be released from the obligations of this Agreement except by a separate writing from the Company in the Company's sole discretion.

20. General No delay or failure by the Customer or the Company to exercise any right under this Agreement shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

This Agreement shall be construed in accordance with and governed by the laws of the State of Florida.

IN WITNESS WHEREOF, the parties, each of whom represents and warrants that he or she is duly authorized to execute this Agreement, have caused this instrument to be executed in due form of law.

Customer: SPRINGS AT LAKE ALFRED COMMUNITY DEVELOPMENT DISTRICT

By/Title: BOARD OF SUPERVISORS

Name (print): JEREMY CAMP

DocuSigned by:

Signature: Jeremy Camp

73FD2D0DCC6246A...

Date: 2/27/2024

Phone #: (407)412-8093

Email: jeremy.camp@meritagehomes.com

Tampa Electric Company Representative:

By/Title: _____

Signature: _____

Department: _____

Date: _____

Property Owner: MERITAGE HOMES OF FLORIDA, INC

By/Title: DIVISION PRESIDENT ORLANDO

Name (print): BRIAN KITTLE

DocuSigned by:

Signature: Brian Kittle

37D58A97A4EA49A...

Tampa Electric Company Manager:

By/Title: Manager

DocuSigned by:

Signature: Donnie Shiftet

Department: Lighting Department

Date: 2/27/2024

Phone #: (407)412-8093

Email: Brian.Kittle@meritagehomes.com

Date: 3/1/2024

Contract No. 2444175

SPRINGS AT LAKE ALFRED
COMMUNITY DEVELOPMENT DISTRICT

6C



Contract No:	14980
Work Request No:	2495757
Billing Customer of Record:	SPRINGS AT LAKE ALFRED COMMUNITY DEVELOPMENT DISTRICT
Billing Address:	5337 MILLENIA LAKE BLVD STE 235 ORLANDO, FL 32839-0000
Tax ID#:	92-1567622
Business Partner #:	1101817976

TAMPA ELECTRIC COMPANY
BRIGHT CHOICES Outdoor Lighting Agreement

Pursuant to the terms and conditions set forth in this outdoor lighting agreement (the "Agreement"), Tampa Electric Company (the "Company") agrees to provide and SPRINGS AT LAKE ALFRED COMMUNITY DEVELOPMENT DISTRICT (the "Customer") agrees to accept and pay for the outdoor lighting services specified below.

1. **Scope of Work** The Company shall furnish, install, operate and maintain, the following lighting equipment (all of which, together with accessories, attachments, replacement parts, additions and repairs, shall be referred to herein as "Equipment"):

21 - 2126415 Granville III - 3K 60 Watts LED Black
 21 - 2127280 Winston Aluminum 16 Ft Black

at the following location COUNTY ROAD 557A POLK CITY, FL 33868-0000 ("Installation Site"), subject to the availability of such Equipment for the term of the Agreement.

2. **System Design and Approval** If applicable, based on written lighting system design specifications approved by the Customer and/or the Equipment selected by the Customer, the Company shall prepare and provide the Customer with a copy of the final design and/or sketch at least five (5) business days prior to the commencement of installation of the Equipment at the Installation Site. The final design sketch will conform, to the extent practicable, to the Customer's preferences or preferred design.

If the final design sketch has been provided to the Customer, as required above, and the Customer has not advised the Company of specific changes to be made to the final design sketch at least two (2) days prior to the commencement of work at the Installation Site, then the Customer will be deemed to have consented to the configuration and installation of Equipment pursuant to the final design sketch.

The Customer is responsible for indicating the location where the Equipment is to be installed and the direction and orientation of the illumination provided thereby by staking or other clear marking.

The Equipment shall be repaired or replaced with the closest available light and/or light pole and associated rate(s) should parts or Equipment become unavailable.

THE COMPANY MAKES NO WARRANTY, EITHER EXPRESSED OR IMPLIED, INCLUDING AN IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE of either the Equipment or the lighting design plan pursuant to which the Equipment is installed.

3. **Damages During Construction** The Customer shall be responsible for all costs incurred to repair or replace any Equipment which is damaged by the Customer, its agents, employees, representatives or third parties other than the Company during construction or use of the equipment including but not limited to costs incurred to repair or relocate Equipment to proper depths in response to a lowering of the grade of the soil above any conduit serving the Equipment.

4. **Customer Information and Preparation** The Customer shall locate and advise the Company, by providing an accurate map and other necessary written descriptions, of the exact location of all underground facilities and equipment including, but not limited to: sewage pipes, septic tanks, wells, swimming pools, sprinkler systems, conduits, cables, valves, lines, fuel storage tanks, and storm drainage systems ("Underground Facilities") at the Installation Site at least two (2) days prior to the commencement of any work by the Company at the Installation Site. Any and all cost or liability for damage to Underground Facilities by the Company that were not properly identified by the Customer, as described under this Paragraph, shall be paid by the Customer.

Exculpation of liability shall include those claims, losses and damages arising out of Company's sole negligence, the Customer agrees to defend, at its own expense, and indemnify the Company for any and all claims, losses and damages, including attorney's fees and costs, which arise or are alleged to have arisen out of furnishing, design, installation, operation, maintenance or removal of the Equipment. The phrase "property damage" includes, but is not limited to, damage to the property of the Customer, the Company, or any third parties.

5. **Non-Standard Service Charges** The Customer shall pay all costs associated with any additional Company facilities and services that are not considered standard for providing lighting service including, but not limited to: installation of distribution transformers, relays, protective shields, bird deterrent devices, light trespass shields, any devices required by local regulations to control the level or duration of illumination including any associated planning and engineering costs, removal and replacement of pavement required to install underground lighting cable, and directional boring. Charges will also be assessed for light rotations and light pole relocations. The Company will bill the Customer the actual cost of such non-standard facilities and services as incurred.

- 6. Customer Contribution in Aid of Construction** The Company shall pay for all normal Equipment installation costs, with the exception of the following: \$0.00 for the Contribution in Aid of Construction(CIAC). Refer to Section 5.2.6.1 of the Tampa Electric Tariff.
- 7. Monthly Payment** During the term of this Agreement, the Customer shall pay the Company monthly for the lighting services provided pursuant to Rate Schedule LS-1 as the rate schedule, which is on file with the Florida Public Service Commission, may be amended from time to time. All bills shall be due when rendered.
The current monthly base charges for facilities installed under this agreement are \$934.08. Fuel and other adjustment clause charges and (where applicable) franchise fees and taxes per month under current tax rates pursuant to the Rate Schedule shall be \$171.29. The total monthly charge shall be \$1105.37 per month.
The Company may request that Customer provide a cash deposit equal to two (2) months service under this Agreement.
The monthly charges specified in this agreement are tied to the tariff charges currently on file with the Florida Public Service Commission and may change during the term of this Agreement in accordance with filed changes to the relevant tariffs.
- 8. Term** This Agreement shall be effective on the later of the dates indicated on the signature block ("Effective Date") and shall remain in force for a primary term of ten (10) year(s) (the "Primary Term" as provided in the applicable Rate Schedule LS-1) beginning on the date one or more of the Equipment is installed and, if applicable, at least one light is energized and ready for use and shall continue thereafter for successive one year terms (each, a "Renewal Term") until terminated by either party upon providing the other party with ninety (90) days prior written notice of termination.
- 9. Limitation on Damages** The Company will furnish electricity to operate the Equipment for dusk to dawn service or less, depending on the controlling device, each calendar year. The Company will use reasonable diligence at all times to provide continuous operation during the term. The Company shall not be liable to the Customer for any damages arising from complete or partial failure or interruption of service, shut down for repairs or adjustments, delay in providing or restoring service, or for failure to warn of any interruption of service or lighting.
- 10. Indemnification** Except for those claims, losses and damages arising out of Company's sole negligence, the Customer agrees to defend, at its own expense, and indemnify the Company for any and all claims, losses and damages, including attorney's fees and costs, which arise or are alleged to have arisen out of furnishing, design, installation, operation, maintenance or removal of the Equipment. The phrase "property damage" includes, but is not limited to, damage to the property of the Customer, the Company, or any third parties. For purposes of this indemnification, the "Company" shall be defined as Tampa Electric Company, its parent, Emera, Inc., and all subsidiaries and affiliates thereof, and each of their respective officers, directors, affiliates, insurers, representatives, agents, servants, employees, contractors, and any successor corporations.
- 11. Outage Notification** The Customer shall be responsible for monitoring the function of the Equipment and for notifying the Company of all Equipment outages.
- 12. Tree Trimming** Failure of the Customer to maintain adequate clearance (e.g. trees and vegetation) around the Equipment may cause illumination obstruction and/or a delay in requested repairs or required maintenance.
- 13. Termination, Removal** The Customer shall have the right to terminate this Agreement without any liability or obligation to the Company during the three (3) business day period following the Effective Date ("Initial Termination Period"), provided that written notice of such termination is received by the Company no later than the close of business on the third business day following the Effective Date. In addition, the Customer may terminate this Agreement during the period that commences at the close of the Initial Termination Period and ends at 5:00 p.m. on the business day immediately preceding the date on which installation of the Equipment at the Installation Site is scheduled to commence ("Final Termination Period"), provided that written notice of such termination is received by the Company no later than 5:00 p.m. on the business day immediately preceding the date on which installation of the Equipment commences and, provided further, that the Customer reimburses the Company for any costs incurred by the Company up to the time of the termination by the Customer. These costs include, but are not limited to, shipping and storeroom handling cost for items purchased pursuant to or in contemplation of the Agreement, restocking fees on returned purchases, the cost of purchased Equipment that cannot be returned, or in the Company's sole judgment, reasonably absorbed in current inventory, and engineering time. The Customer may not terminate this Agreement once installation of the Equipment has commenced.
The Company may, at its option and on five (5) days written notice to Customer, terminate this agreement in the event that:
- (a) the Customer fails to pay the Company for any of the services provided herein;
 - (b) the Customer violates the terms of this agreement;
 - (c) a petition for adjudication of bankruptcy or for reorganization or rearrangement is filed by Customer pursuant to any federal or state bankruptcy law or similar federal or state law; or
 - (d) a trustee or receiver is appointed to take possession of the Installation Site (or if Customer is a tenant at the Installation Site, tenant's interest in the Installation Site) and possession is not restored to Tenant within thirty (30) days.
- If such termination occurs prior to the expiration of the Primary Term, the Customer agrees to pay the Company, as liquidated damages, an amount equal to the net present value of the monthly rate for each service taken, less all applicable fuel and other adjustment clause charges, and (where applicable) franchise fees and taxes, for each month of the unexpired Primary Term.
- 14. Easements** The Property Owner, identified on the signature page hereto, covenants that it owns or controls the Installation Site and is authorized to grant the Company an easement to permit performance of the Agreement. The Customer and the Property Owner of the Installation Site, if other than the Customer (individually, the "Grantor" collectively, the "Grantors"), hereby grant the Company a **Non-exclusive Easement** for ingress and egress over and under the Installation Site and for installation, inspection, operation, maintenance, repair, replacement, and removal of the Equipment. The Non-exclusive Easement shall terminate upon the Company's removal of the Equipment. The

Equipment shall remain the Company’s personal property, notwithstanding the manner or mode of its attachment to the Installation Site and shall not be deemed fixtures. Any claim(s) that the Company has or may hereafter have with respect to the Equipment shall be superior to any lien, right or claim of any nature that any Grantor or anyone claiming through Grantor now has or may hereafter have with respect to the Equipment by law, agreement or otherwise.

In the event that this agreement is terminated pursuant to Paragraph 13 or expires pursuant to Paragraph 8, each of the Grantors expressly grants the Company or its assigns or agents the continued right of entry at any reasonable time to remove the Equipment, or any part hereof, from the Installation Site. The Company shall not be responsible for any reasonable property damage caused at and around the Installation Site, arising from Company exercising its rights under this easement. The Grantors, individually or collectively, shall make no claim whatsoever to the Equipment or any interest or right therein.

15. Physical Alterations and Attachments In no event shall the Customer, or any other Grantor, alter, place upon or attach or allow others to alter, place upon or attach to the Equipment, except with the Company’s prior written consent and as set forth in applicable Tampa Electric guidelines, any sign or device of any nature, or place, install or permit to exist, anything, including trees or shrubbery, which would interfere with the Equipment or tend to create a dangerous condition. The Company is hereby granted the right to remove, without liability to Company, anything altered, placed, installed, or existing in violation of this paragraph, with such removal cost being paid by the Customer. Should such application to attach be made by a party other than the Customer, the initiating party shall obtain additional written approval from the Customer to attach to the specific Equipment as identified by the pole tag number. Such approval of the Customer must be provided to the Company before final approval is granted for physical attachment.

16. Insurance Customer and/or Property Owner, at his sole cost and expense, shall maintain insurance, in amounts and under policy forms reasonable and prudent for the type of property on which the Equipment is installed at all times during the life of this Agreement. Failure to provide insurance in accordance with this Section shall constitute a material breach of this Agreement.

17. Amendments During the term of this Agreement, Company and Customer may amend or enter into additional addenda to the Agreement (“Addenda”) upon the mutual written agreement of both parties in the form of Addendum “A” hereto.

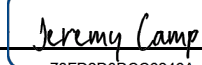
18. Light Trespass Customer acknowledges and agrees that the Customer is solely responsible for specifying the general location of the Equipment and the direction and orientation of the illumination provided thereby. The Company will not be required to install or continue to operate the Equipment at any location where the service may be or has become objectionable to others. If removal of any Equipment is the only practicable resolution of the objection, such removal will be deemed a termination prior to the expiration of the Primary Term as provided in Paragraph 13 and Customer promptly shall pay the Company the liquidated damages specified therein for the percentage or portion of the Equipment that must be removed.

19. Assignments This Agreement shall inure to the benefit of, and be binding upon, the respective heirs, legal representatives, successors and assigns of the parties hereto. This Agreement may not be assigned by Customer in whole, and Customer shall not be released from the obligations hereunder, except with the written consent of Company in its sole discretion. In the event of an Assignment, the assignee may be substituted herein for the Customer and/or other Grantor with respect to all Customer rights and obligations, but the initial Customer shall not be released from the obligations of this Agreement except by a separate writing from the Company in the Company’s sole discretion.

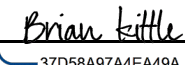
20. General No delay or failure by the Customer or the Company to exercise any right under this Agreement shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

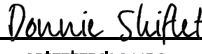
This Agreement shall be construed in accordance with and governed by the laws of the State of Florida.

IN WITNESS WHEREOF, the parties, each of whom represents and warrants that he or she is duly authorized to execute this Agreement, have caused this instrument to be executed in due form of law.

Customer: SPRINGS AT LAKE ALFRED COMMUNITY DEVELOPMENT DISTRICT
By/Title: BOARD OF SUPERVISORS
Name (print): JEREMY CAMP
DocuSigned by:
Signature: 
73FD2D0DCC6246A...
Date: 2/27/2024
Phone #: (407)412-8093
Email: jeremy.camp@meritagehomes.com

Tampa Electric Company Representative:
By/Title: _____
Signature: _____
Department: _____
Date: _____

Property Owner: MERITAGE HOMES OF FLORIDA, INC
By/Title: DIVISION PRESIDENT ORLANDO
Name (print): BRIAN KITTLE
DocuSigned by:
Signature: 
37D58A97A4EA49A...

Tampa Electric Company Manager:
By/Title: Manager
DocuSigned by:
Signature: 
Department: Engineering Department
8547F83A66DD

Date: 2/27/2024

Phone #: (407)412-8093

Email: Brian.Kittle@meritagehomes.com

Date: 2/27/2024

Contract No. 2495757

SPRINGS AT LAKE ALFRED
COMMUNITY DEVELOPMENT DISTRICT

6D

May 3, 2024

Springs at Lake Alfred Community Development District
c/o Craig Wrathell, District Manager
Wrathell, Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

Re: Letter Agreement for Acquisition of
Phase I Water, Sewer & Storm Drainage Improvements

Dear Craig,

Pursuant to the *Acquisition Agreement*, dated March 28, 2024 ("**Acquisition Agreement**"), by and between the Springs at Lake Alfred Community Development District ("**District**") and Meritage Homes of Florida, Inc. ("**Developer**"), you are hereby notified that the Developer has completed and wishes to sell ("**Sale**") to the District certain "**Improvements**" as described in **Exhibit A** attached hereto. Subject to the terms of the Acquisition Agreement, the following terms govern the proposed Sale:

- As consideration for the Sale, and subject to the terms of the Acquisition Agreement, the District agrees to pay from bond proceeds, the amount identified in **Exhibit A** attached hereto which represents the actual cost of constructing and/or creating the Improvements. Subject to the terms of the Acquisition Agreement, this amount will be processed by requisition and paid to Developer upon availability of bond proceeds.
- Notwithstanding anything to the contrary herein, certain amounts, as identified in **Exhibit A**, may still be owed to contractors (balance to finish & retainage), and Developer agrees: (1) to ensure that all punch lists and/or other open items necessary to complete the Improvements are completed; (2) to timely make payment for all remaining amounts owed under the Contract, and (3) to ensure that no liens are placed on the Improvements. Subject to the terms of the Acquisition Agreement, the District may process the remaining amounts owed by requisition and pay the Developer upon availability of bond proceeds and upon proof of payment by the Developer to the Contractor of the remaining amounts.
- The Developer agrees, at the direction of the District, to assist with the transfer of any permits or similar approvals, as well as other work product, necessary for the operation of the Improvements, and to post any bonds or other forms of security necessary to transfer the utilities Improvements to the City.

If the District is in agreement with the terms stated herein, please execute this letter agreement in the space below and proceed with the necessary steps to effect the Sale.

Agreed to by:

Sincerely,

**SPRINGS AT LAKE ALFRED COMMUNITY
DEVELOPMENT DISTRICT**

MERITAGE HOMES OF FLORIDA, INC.

Name: Jeremy Camp
Title: Assistant Secretary

Name: Brian Little
Title: Division President

EXHIBIT A

Description of Phase I Water, Sewer & Storm Drainage Improvements

Utilities - All wastewater lines and potable water lines, including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, facilities, lift stations, equipment and appurtenances thereto, located within or upon rights-of-way, Tract H (Lift Station), Tract RW and all "Utility Easements," each as identified in the plat known as *Springs at Lake Alfred Phase 1*, as recorded at Plat Book 202, Pages 22-27, Instrument No. 2023266388 of the Official Records of Polk County, Florida.

Surface Water Management – All drainage and surface water management systems, including but not limited to sod, surface water control structures, and pipes, located within or upon all rights-of-way; Tracts A, G, and WL-1 (Wetland); and the "Drainage Easements," in each case as identified in the plat known as *Springs at Lake Alfred Phase 1*, as recorded at Plat Book 202, Pages 22-27, Instrument No. 2023266388 of the Official Records of Polk County, Florida.

Work Product – Any and all site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the public improvements set forth above.

Springs at Lake Alfred - Acquisition of Phase 1 Water, Sewer and Storm Drainage Utilities
(Wal-Rose, Inc. Work Order dated 2/26/2024)

Improvement	Contract Price (includes change orders)	Paid to Date	CDD Eligible Amount	Unpaid Balance
Phase 1 - Storm Drainage	\$ 1,641,420.51	\$ 1,346,315.41	\$ 1,346,315.41	\$ 295,105.10
Phase 1 - Sanitary Sewer	\$ 1,758,164.24	\$ 1,372,020.44	\$ 1,372,020.44	\$ 386,143.80
Phase 1 - Water System	\$ 1,506,026.15	\$ 1,304,944.18	\$ 1,304,944.18	\$ 201,081.97
			\$ 4,023,280.03	

CORPORATE DECLARATION AND AGREEMENT
[Phase I Water, Sewer & Storm Drainage Improvements]

I, Brian Hittle, as Division President of Meritage Homes of Florida, Inc. ("**Developer**"), do hereby state as follows:

1. I have personal knowledge of the matters set forth in this Declaration.
2. My name is Brian Hittle, and I am Division President of the Developer. I have authority to make this Declaration on behalf of Developer.
3. Developer is the developer of certain lands within the Springs at Lake Alfred Community Development District, a special purpose unit of local government established pursuant to Chapter 190, *Florida Statutes* ("**District**").
4. The District's *Supplemental Engineer's Report – Phase 1*, dated February 15, 2024 ("**Engineer's Report**") describes certain public infrastructure improvements and work product that the District intends to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, or maintain pursuant to Chapter 190, *Florida Statutes*.
5. Developer has expended funds to develop and/or acquire certain of the public infrastructure improvements described in the Engineer's Report and more specifically described in **Exhibit A**. The attached **Exhibit A** accurately identifies certain of those improvements that have been completed to date and states the amounts that Developer has spent on those improvements. Notwithstanding anything to the contrary herein, certain amounts are still owed to contractors and Developer agrees to timely make payment for all remaining amounts owed, and to ensure that no liens are placed on the property.
6. Developer acknowledges that the District intends to rely on this Declaration for purposes of acquiring the infrastructure improvements identified in **Exhibit A**.

[CONTINUED ON NEXT PAGE]

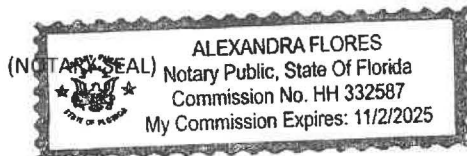
Executed this 3 day of May, 2024.

MERITAGE HOMES OF FLORIDA, INC.


Name: Brian Kittle
Title: Division President

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 3 day of May, 2024, by Brian Kittle as Agent of **MERITAGE HOMES OF FLORIDA, INC.**, and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.




NOTARY PUBLIC, STATE OF Florida

Name: Alexandra Flores
(Name of Notary Public, Printed, Stamped or Typed as
Commissioned)

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Springs at Lake Alfred - Acquisition of Phase 1 Water, Sewer and Storm Drainage Utilities
(Wal-Rose, Inc. Work Order dated 2/26/2024)

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			\$ 4,023,280.03	

DISTRICT ENGINEER'S CERTIFICATE
[Phase I Water, Sewer & Storm Drainage Improvements]

May 13, 2024

Board of Supervisors
Springs at Lake Alfred Community Development District

Re: Acquisition of Improvements

Ladies and Gentlemen:

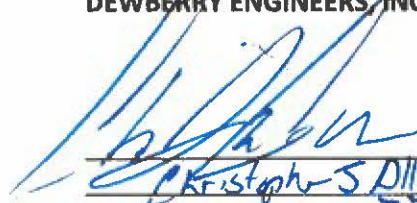
The undersigned is a representative of Dewberry Engineers, Inc. ("**District Engineer**"), as District Engineer for the Springs at Lake Alfred Community Development District ("**District**") and does hereby make the following certifications in connection with the District's acquisition from Meritage Homes of Florida, Inc. ("**Developer**") as to certain public infrastructure improvements ("**Improvements**") as further detailed in **Exhibit A**. The undersigned, an authorized representative of the District Engineer, hereby certifies that:

1. I have reviewed the Improvements. I have further reviewed certain documentation relating to the same, including but not limited to certain invoices, plans, and other documents.
2. The Improvements are within the scope of the District's capital improvement plan as set forth in the *Supplemental Engineer's Report – Phase 1*, dated February 15, 2024 ("**Engineer's Report**"), and specially benefit property within the District as further described in the Engineer's Report.
3. The Improvements were installed or are being installed in accordance with their specifications, and, subject to the design specifications, are capable of performing the functions for which they were intended. I am not aware of any defects in the Improvements. Notwithstanding the foregoing, the certifications herein are subject to the completion of certain punch list items identified in **Exhibit B**.
4. The total costs associated with the Improvements are as set forth in **Exhibit A**. Such costs are equal to or less than each of the following: (i) what was actually paid by the Developer to create and/or acquire the Improvements, and (ii) the reasonable fair market value of the Improvements.
5. All known plans, permits and specifications necessary for the operation and maintenance of the Improvements are complete or will be completed, and will be filed with the District, and have been transferred, or are capable of being transferred subject to the completion of certain punch list items identified in **Exhibit B**, to the District for operations and maintenance responsibilities.

[CONTINUED ON FOLLOWING PAGE]

6. With this document, I hereby certify that it is appropriate at this time for the District to acquire the Improvements.

DEWBERRY ENGINEERS, INC.



Christopher S. Allen, P.E.
Florida Registration No. 97719
District Engineer

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was sworn and subscribed before me by means of ☒ physical presence or ☐ online notarization this 13th day of May, 2024, by Christopher J. Allen as District Engineer of DEWBERRY ENGINEERS, INC., and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.



DAWN R. QUEEN
Notary Public
State of Florida
Comm# HH294293
Expires 9/25/2026


NOTARY PUBLIC, STATE OF Florida
Name: Dawn R. Queen
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

Exhibit A: Improvements
Exhibit B: Punch List Items

EXHIBIT A
Description of Phase I Water, Sewer & Storm Drainage Improvements

Utilities - All wastewater lines and potable water lines, including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, facilities, lift stations, equipment and appurtenances thereto, located within or upon rights-of-way, Tract H (Lift Station), Tract RW and all "Utility Easements," each as identified in the plat known as *Springs at Lake Alfred Phase 1*, as recorded at Plat Book 202, Pages 22-27, Instrument No. 2023266388 of the Official Records of Polk County, Florida.

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Springs at Lake Alfred - Acquisition of Phase 1 Water, Sewer and Storm Drainage Utilities
(Wal-Rose, Inc. Work Order dated 2/26/2024)

Improvement	Contract Price (includes change orders)	Paid to Date	CDD Eligible Amount	Unpaid Balance
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Phase 1 - Sanitary Sewer	\$ 1,758,164.24	\$ 1,372,020.44	\$ 1,372,020.44	\$ 386,143.80
Phase 1 - Water System	\$ 1,506,026.15	\$ 1,304,944.18	\$ 1,304,944.18	\$ 201,081.97
			\$ 4,023,280.03	



MEMORANDUM

DATE: May 13, 2024

TO: The Springs at Lake Alfred CDD

FROM: Christopher J Allen, PE

SUBJECT: Exhibit B "Punch List Items" for the Springs at Lake Alfred, Phase 1

Message

Below is a list of infrastructure construction tasks that are required to be completed before the site infrastructure and lots within Phase 1 of the Springs at Lake Alfred community can be cleared and the lots can be sold to individual property owners. This list is not comprehensive and is intended to highlight the most important outstanding construction items that must be completed.

Sewer System

- Lift Station startup.
- Completion of Sanitary Sewer as-builts.
- Preparation of additional Sewer Easements dedication documents.
- FDEP Clearance.

Drainage System

- Pour structure inverts.
- Install skimmers on outfall structures.
- Clean and tv stormwater system.
- Complete off-site stormwater improvements.
- Prepare drainage as-builts for both on and off-site systems.
- City and Southwest Florida Water Management District Clearance required.

Paving

- The final lift of asphalt is needed on Victory Road.
- The final lift of asphalt is needed on Archer Ave (approx. station 32+50 to 36+50).
- Density testing results reviewed and approved by geotechnical engineer.
- Offsite paving needs to be completed and accepted by the County.
- Paving as-builts for on and offsite paving needs to be completed.
- County and City clearance required.

Distribution List

Katie E. Ibarra, Kutak Rock LLP; Jere Earlywine, Kutak Rock LLP; Jeremy Camp, Meritage Homes; Lee Suswitt, Meritage Homes

CONTRACTOR ACKNOWLEDGMENT AND RELEASE
[Phase I Water, Sewer & Storm Drainage Improvements]

THIS ACKNOWLEDGMENT & RELEASE ("Release") is made to be effective the 3 day of May, 2024, by **Wal-Rose, Inc.**, a Florida corporation, with an address of 1265 Tall Pine Drive, Osteen, Florida 32764 ("**Contractor**"), in favor of the **Springs at Lake Alfred Community Development District ("District")**, which is a local unit of special-purpose government situated in Polk County, Florida, with an address of c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

RECITALS

WHEREAS, pursuant to that certain construction contract ("**Contract**") dated _____ and between Contractor and Meritage Homes of Florida, Inc., a Michigan limited liability company ("**Developer**"), Contractor has constructed for Developer certain infrastructure improvements, as described in **Exhibit A ("Improvements")**; and

WHEREAS, Developer may in the future convey the Improvements to the District and for that purpose has requested Contractor to confirm the release of all restrictions on the District's right to use and rely upon the Improvements; and

WHEREAS, Contractor has agreed to the release of any such restrictions.

NOW, THEREFORE, for and in consideration of mutual promises and obligations, the receipt and sufficiency of which are hereby acknowledged, Contractor provides the following acknowledgment and release:

1. GENERAL. The recitals so stated above are true and correct and by this reference are incorporated as a material part of this Release.

2. ACQUISITION OF IMPROVEMENTS. Contractor acknowledges that the District is acquiring or has acquired the Improvements constructed by Contractor in connection with the Contract, from Developer, and accordingly, the District has the unrestricted right to rely upon the terms of the Contract for same.

3. WARRANTY. Contractor hereby expressly acknowledges the District's right to enforce the terms of the Contract, including but not limited to any warranties and other forms of indemnification provided therein and to rely upon and enforce any other warranties provided under Florida law.

4. CERTIFICATION. Except as set forth herein, Contractor hereby acknowledges that it has been fully compensated for its services and work related to completion of the Improvements. Contractor further certifies that, except as set forth herein, no outstanding requests for payment exist related to the Improvements, including any payments to subcontractors, materialmen, suppliers or otherwise, and that there is no disagreement as to the appropriateness of payment made for the Improvements. Except as set forth herein, this document shall constitute a final waiver and release of lien for any payments due to Contractor by Developer or District for the Improvements.

Notwithstanding anything to the contrary herein, Contractor is owed \$ _____ (including balance to finish and retainage) related to the Improvements and understands that such

amounts shall be paid by Developer. The effectiveness of this Acknowledgment and Release is contingent upon such payment being timely made.

WAL-ROSE, INC.

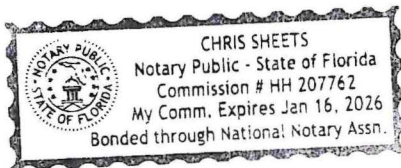
Melinda Griffith
By: Melinda GRIFFITH
Its: CFO

STATE OF Florida
COUNTY OF Seminole

The foregoing instrument was sworn and subscribed before me by means of ☒ physical presence or ☐ online notarization this 2nd day of May, 2024, by Melinda Griffith as _____ of WAL-ROSE, INC., and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

BS
NOTARY PUBLIC, STATE OF Florida

(NOTARY SEAL)



Name: _____
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

EXHIBIT A
Description of Phase I Water, Sewer & Storm Drainage Improvements

Utilities - All wastewater lines and potable water lines, including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, facilities, lift stations, equipment and appurtenances thereto, located within or upon rights-of-way, Tract H (Lift Station), Tract RW and all "Utility Easements," each as identified in the plat known as *Springs at Lake Alfred Phase 1*, as recorded at Plat Book 202, Pages 22-27, Instrument No. 2023266388 of the Official Records of Polk County, Florida.

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(Wal-Rose, Inc. Work Order dated 2/26/2024)

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Phase 1 - Water System	\$ 1,506,026.15	\$ 1,304,944.18	\$ 1,304,944.18	\$ 201,081.97
			\$ 4,023,280.03	

BILL OF SALE AND LIMITED ASSIGNMENT
[Phase I Water, Sewer & Storm Drainage Improvements]

THIS BILL OF SALE AND LIMITED ASSIGNMENT is made to be effective as of the 3 day of May, 2024, by and between **Meritage Homes of Florida, Inc.**, a Michigan limited liability company, with an address of 18655 North Claret Drive, Scottsdale, Arizona 85255 ("**Grantor**"), and for good and valuable consideration, to it paid by the **Springs at Lake Alfred Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* ("**District**" or "**Grantee**") whose address is c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

(Wherever used herein, the terms "Grantor" and "Grantee" include all of the parties to this instrument, the heirs, legal representatives and assigns of individuals, and the successors and assigns of trustees, partnerships, limited liability companies, governmental entities, and corporations.)

BACKGROUND STATEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee, intending to be legally bound, do hereby agree as follows:

1. Grantor hereby transfers, grants, conveys, and assigns to Grantee all right, title and interest of Grantor, if any, in and to the following property (together, "**Property**") as described below to have and to hold for Grantee's own use and benefit forever:

- a) All of the improvements and work product identified in **Exhibit A**; and
- b) All of the right, title, interest, and benefit of Grantor, if any, in, to and under any and all contracts, guaranties, affidavits, warranties, bonds, claims, lien waivers, and other forms of indemnification, given heretofore and with respect to the construction, installation, or composition of the improvements described in **Exhibit A**.

2. Grantor hereby covenants that: (i) Grantor is the lawful owner of the Property; (ii) the Property is free from any liens or encumbrances and the Grantor covenants to timely address any such liens or encumbrances if and when filed; (iii) Grantor has good right to sell the Property; and (iv) the Grantor will warrant and defend the sale of the Property hereby made unto the Grantee against the lawful claims and demands of all persons whosoever.

3. This conveyance is made on an "as is" basis. The Grantor represents that it has no knowledge of any latent or patent defects in the Property, and hereby assigns, transfers and conveys to the Grantee any and all rights against any and all firms or entities which may have caused any latent or patent defects, including, but not limited to, any and all warranties and other forms of indemnification.

4. By execution of this document, the Grantor affirmatively represents that it has the contractual right, consent and lawful authority of any and all forms to take this action in this document and in this form. Nothing herein shall be construed as a waiver of Grantee's limitations on liability as provided in Section 768.28, *Florida Statutes*, and other statutes and law.

[CONTINUED ON FOLLOWING PAGE]

WHEREFORE, the foregoing Bill of Sale and Limited Assignment is hereby executed and delivered on the date first set forth above.

Signed, sealed and delivered by:

WITNESSES

MERITAGE HOMES OF FLORIDA, INC.

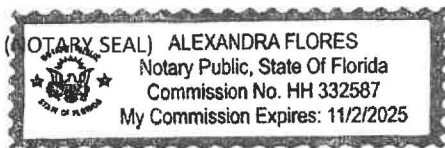
By: Gabriel Shamma
Name: Gabriel Shamma

[Signature]
Name: Brian Kittle
Title: Division President

By: [Signature]
Name: SEBASTIAN VELASCO

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 3 day of May, 2024, by Brian Kittle as agent of Meritage Homes of Florida, Inc. and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced [Signature] as identification.



Alexandra Flores
NOTARY PUBLIC, STATE OF Florida

Name: Alexandra Flores
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

EXHIBIT A
Description of Phase I Water, Sewer & Storm Drainage Improvements

Utilities - All wastewater lines and potable water lines, including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, facilities, lift stations, equipment and appurtenances thereto, located within or upon rights-of-way, Tract H (Lift Station), Tract RW and all "Utility Easements," each as identified in the plat known as *Springs at Lake Alfred Phase 1*, as recorded at Plat Book 202, Pages 22-27, Instrument No. 2023266388 of the Official Records of Polk County, Florida.

Surface Water Management – All drainage and surface water management systems, including but not limited to sod, surface water control structures, and pipes, located within or upon all rights-of-way; Tracts A, G, and WL-1 (Wetland); and the "Drainage Easements," in each case as identified in the plat known as *Springs at Lake Alfred Phase 1*, as recorded at Plat Book 202, Pages 22-27, Instrument No. 2023266388 of the Official Records of Polk County, Florida.

Work Product – Any and all site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the public improvements set forth above.

Springs at Lake Alfred - Acquisition of Phase 1 Water, Sewer and Storm Drainage Utilities
(Wal-Rose, Inc. Work Order dated 2/26/2024)

Improvement	Contract Price (includes change orders)	Paid to Date	CDD Eligible Amount	Unpaid Balance
Phase 1 - Storm Drainage	\$ 1,641,420.51	\$ 1,346,315.41	\$ 1,346,315.41	\$ 295,105.10
Phase 1 - Sanitary Sewer	\$ 1,758,164.24	\$ 1,372,020.44	\$ 1,372,020.44	\$ 386,143.80
Phase 1 - Water System	\$ 1,506,026.15	\$ 1,304,944.18	\$ 1,304,944.18	\$ 201,081.97
			\$ 4,023,280.03	

BILL OF SALE

[Springs at Lake Alfred - Phase I Water, Sewer & Storm Drainage Improvements]

SPRINGS AT LAKE ALFRED COMMUNITY DEVELOPMENT DISTRICT (Grantor), in the County of Polk, State of Florida, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, sell, transfer, and deliver unto **THE CITY OF LAKE ALFRED, FLORIDA** (Grantee) the following:

Utilities - All wastewater lines and potable water lines, including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, facilities, lift stations, equipment and appurtenances thereto, located within or upon rights-of-way, Tract H (Lift Station), Tract RW and all "Utility Easements," each as identified in the plat known as *Springs at Lake Alfred Phase 1*, as recorded at Plat Book 202, Pages 22-27, Instrument No. 2023266388 of the Official Records of Polk County, Florida.

To have and to hold the same to the City of Lake Alfred, Florida, and its successors and assigns, to their use forever.

And the Grantor hereby covenants with the Grantee that the Grantor is the lawful owner of the said goods, that they are free from all encumbrances, that the Grantor has good right to sell the same as aforesaid, and that the Grantor will warrant and defend the same against the lawful claims and demands of all persons.

[SIGNATURES ON NEXT PAGE]

SIGNATURE PAGE TO BILL OF SALE

[Springs at Lake Alfred - Phase I Water, Sewer & Storm Drainage Improvements]

IN WITNESS WHEREOF, the SELLER has hereunto set its hand and seal, by and through its duly authorized representatives, this 2nd day of May, 2024.

WITNESSES

By: [Signature]
Name: Megan Gernimo

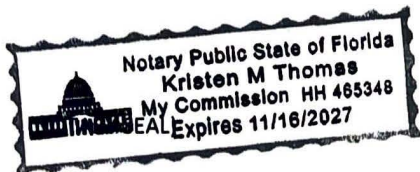
By: [Signature]
Name: Michael Owens

STATE OF Florida
COUNTY OF Polk

**SPRINGS AT LAKE ALFRED
COMMUNITY DEVELOPMENT DISTRICT**

[Signature]
Name: MARTHA SCHIFFER
Title: CDD CHAIR

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 2nd day of May, 2024, by Martina Schiffer as CDD chair of Springs at Lake Alfred Community Development District, who is personally known to me or has produced _____ as identification.



KRISTEN THOMAS
NOTARY PUBLIC, STATE OF Florida
Name: [Signature]
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

INSTR # 2024104713
BK 13105 Pgs 1459-1461 PG(s)3
05/06/2024 01:34:05 PM
STACY M. BUTTERFIELD,
CLERK OF COURT (The State of Florida)
POLK COUNTY
RECORDING FEES 27.00

This instrument was prepared by and
upon recording should be returned to:
Jere Earlywine, Esq.
Kutak Rock LLP
107 W College Avenue
Tallahassee, Florida 32301

QUIT CLAIM DEED
WITH GRANT & RESERVATION OF EASEMENTS

THIS QUIT CLAIM DEED is made to be effective as of the 3 day of May, 2024, by and between **MERITAGE HOMES OF FLORIDA, LLC**, a Florida corporation, and with an address of 18655 North Claret Drive, Scottsdale, Arizona 85255 ("**Grantor**"), and **SPRINGS AT LAKE ALFRED COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and whose mailing address is c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("**Grantee**").

(Wherever used herein, the terms "Grantor" and "Grantee" include all of the parties to this instrument, the heirs, legal representatives and assigns of individuals, and the successors and assigns of trustees, partnerships, limited liability companies, governmental entities, and corporations.)

WITNESSETH

THAT GRANTOR, for good and valuable consideration to it in hand paid by Grantee, the receipt and sufficiency whereof are hereby acknowledged, hereby remises, releases and quitclaims to Grantee forever, all of the right, title, interest, claim and demand which the Grantor has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Polk, State of Florida, and more particularly below ("**Property**"):

**Tracts A, B, C, D, E, F, G, I, J, K, L, X and WL-1, as identified in the plat known as
Springs at Lake Alfred Phase 1, as recorded at Plat Book 202, Pages 22-27,
Instrument No. 2023266388 of the Official Records of Polk County, Florida.**

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, and to have and to hold the same in fee simple forever. Such conveyance is subject to all matters of record; however, reference hereto shall not operate to reimpose the same.

GRANT OF EASEMENTS

WITNESS FURTHER THAT GRANTOR, for good and valuable consideration to it in hand paid by Grantee, the receipt and sufficiency whereof are hereby acknowledged, hereby further remises, releases and quit-claims to Grantee forever, the following non-exclusive, perpetual easement rights as more particularly described below ("**Easements**"):

A perpetual, non-exclusive easement for access, ingress, and egress, and the installation, construction, operation, maintenance, repair and replacement of District improvements (e.g., stormwater, landscaping, hardscaping, irrigation, lighting, etc.) within those certain Buffer Easements, Landscape Buffer

Easements, Drainage Easements, Drainage/Retention Easements, Drainage and Access for Maintenance Easements, and all rights-of-way (together, "Easement Areas"), as identified in the plat known as *Springs at Lake Alfred Phase 1*, as recorded at Plat Book 202, Pages 22-27, Instrument No. 2023266388 of the Official Records of Polk County, Florida.

TOGETHER with all rights of Grantor, if any, to such stormwater, wetland, hardscape, landscape, lighting and/or other District improvements that comprise the District's capital improvement plan and that are located within the Easement Areas. Such conveyance is subject to all matters of record; however, reference hereto shall not operate to reimpose the same. Grantor agrees and covenants that it has not and shall not grant or exercise any rights in the Easement Areas that are materially inconsistent with, or which materially interfere with, the rights herein granted to the Grantee.

RESERVATION OF EASEMENT

GRANTOR hereby reserves unto itself and its successors and assigns, and Grantee by acceptance hereby gives and grants unto Grantor and its successors and assigns, non-exclusive easements for ingress and egress over, upon and across the Property, together with the rights to construct, install, maintain, repair, plant, mow, cultivate, irrigate, improve and care for all amenity, landscaping, hardscaping, irrigation, lighting, conservation and related improvements, and the right to maintain, repair and replace and improve any improvements now or hereafter located on the Property; provided, however, that Grantor's reservation of rights hereunder shall not be deemed to impose any obligations on Grantor to maintain, repair or replace any part of the Property or improvements located thereon.

[CONTINUED ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Grantor has caused these presents to be executed to be effective as of the day and year first above written.

WITNESS

MERITAGE HOMES OF FLORIDA, INC.

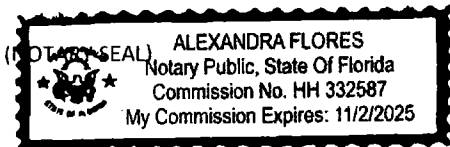
By: Gabriel Shamma
Name: Gabriel Shamma
Address: 5337 Millenia Lakes Blvd
Orlando FL 32839

By: [Signature]
Name: Brian Kittle
Title: Division President

By: [Signature]
Name: SEBASTIAN VELASCO
Address: 5337 MILLENIA LAKES BLVD
Orlando FL 32839

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 3 day of May, 2024, by Brian Kittle as agent of MERITAGE HOMES OF FLORIDA, INC. who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.



Alexandra Flores
NOTARY PUBLIC, STATE OF Florida

Name: Alexandra Flores
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

Note to Examiner: This instrument evidences a conveyance of an interest in unencumbered real estate as a gift and is exempt from Florida documentary stamp tax pursuant to Rule 12B-4.014(2)(a), Florida Administrative Code.

SPRINGS AT LAKE ALFRED
COMMUNITY DEVELOPMENT DISTRICT

7

RESOLUTION 2024-07

A RESOLUTION BY THE BOARD OF SUPERVISORS OF THE SPRINGS AT LAKE ALFRED COMMUNITY DEVELOPMENT DISTRICT DESIGNATING THE LOCATION OF THE LOCAL DISTRICT RECORDS OFFICE AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Springs at Lake Alfred Community Development District (“District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated within the City of Lake Alfred, Polk County, Florida; and

WHEREAS, the District is statutorily required to designate a local district records office location for the purposes of affording citizens the ability to access the District’s records, promoting the disclosure of matters undertaken by the District, and ensuring that the public is informed of the activities of the District in accordance with Chapter 119 and Section 190.006(7), *Florida Statutes*.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE SPRINGS AT LAKE ALFRED COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. The District’s local records office shall be located at: _____

_____.

SECTION 2. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this ____ day of _____, 2024.

ATTEST:

**SPRINGS AT LAKE ALFRED COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

**SPRINGS AT LAKE ALFRED
COMMUNITY DEVELOPMENT DISTRICT**

**UNAUDITED
FINANCIAL
STATEMENTS**

**SPRINGS AT LAKE ALFRED
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
MARCH 31, 2024**

**SPRINGS AT LAKE ALFRED
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
MARCH 31, 2024**

	General Fund	Debt Service Fund	Capital Projects Fund	Total Governmental Funds
ASSETS				
Cash	\$ 34,624	\$ -	\$ -	\$ 34,624
Investments				
Reserve	-	141,294	-	141,294
Construction	-	-	3,596,111	3,596,111
Cost of issuance	-	6,425	-	6,425
Interest	-	130,540	-	130,540
Due from general fund	-	5,455	-	5,455
Total assets	<u>34,624</u>	<u>283,714</u>	<u>3,596,111</u>	<u>3,914,449</u>
LIABILITIES AND FUND BALANCES				
Liabilities:				
Accounts payable	\$ 18,676	\$ 4,958	\$ -	\$ 23,634
Due to Landowner	5,000	6,795	-	11,795
Due to debt service fund	4,958	-	-	4,958
Landowner advance	4,096	-	-	4,096
Total liabilities	<u>32,730</u>	<u>11,753</u>	<u>-</u>	<u>44,483</u>
Fund balances:				
Restricted for:				
Debt service	-	271,961	-	271,961
Capital projects	-	-	3,596,111	3,596,111
Unassigned	1,894	-	-	1,894
Total fund balances	<u>1,894</u>	<u>271,961</u>	<u>3,596,111</u>	<u>3,869,966</u>
Total liabilities and fund balances	<u>\$ 34,624</u>	<u>\$283,714</u>	<u>\$ 3,596,111</u>	<u>\$ 3,914,449</u>

**SPRINGS AT LAKE ALFRED
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED MARCH 31, 2024**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Landowner contribution	\$ 21,156	\$ 28,389	\$ 85,765	33%
Total revenues	<u>21,156</u>	<u>28,389</u>	<u>85,765</u>	33%
EXPENDITURES				
Professional & administrative				
Management/accounting/recording**	-	10,000	42,000	24%
Legal	-	863	25,000	3%
Engineering	-	-	2,000	0%
Dissemination agent*	-	-	750	0%
Telephone	-	83	200	42%
Postage	-	38	500	8%
Printing & binding	-	208	500	42%
Legal advertising	-	-	6,500	0%
Annual special district fee	-	175	175	100%
Insurance	-	5,000	5,500	91%
Contingencies/bank charges	4	8	750	1%
Website hosting & maintenance	-	1,680	1,680	100%
Website ADA compliance	-	-	210	0%
Total expenditures	<u>4</u>	<u>18,055</u>	<u>85,765</u>	21%
Excess/(deficiency) of revenues over/(under) expenditures	21,152	10,334	-	
Fund balances - beginning	(19,258)	(8,440)	-	
Fund balances - ending	<u>\$ 1,894</u>	<u>\$ 1,894</u>	<u>\$ -</u>	

*These items will be realized when bonds are issued

**These items will be realized the year after the issuance of bonds.

**SPRINGS AT LAKE ALFRED
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2024
FOR THE PERIOD ENDED MARCH 31, 2024**

	Current Month	Year To Date
REVENUES	<u>\$ -</u>	<u>\$ -</u>
Total revenues	<u>-</u>	<u>-</u>
EXPENDITURES		
Debt service		
Cost of issuance	182,830	182,830
Underwriter's discount	<u>82,800</u>	<u>82,800</u>
Total expenditures	<u>265,630</u>	<u>265,630</u>
Excess/(deficiency) of revenues over/(under) expenditures	(265,630)	(265,630)
OTHER FINANCING SOURCES/(USES)		
Bond proceeds	<u>543,889</u>	<u>543,889</u>
Total other financing sources	<u>543,889</u>	<u>543,889</u>
Net change in fund balances	278,259	278,259
Fund balances - beginning	<u>(6,298)</u>	<u>(6,298)</u>
Fund balances - ending	<u><u>\$ 271,961</u></u>	<u><u>\$ 271,961</u></u>

**SPRINGS AT LAKE ALFRED
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2024
FOR THE PERIOD ENDED MARCH 31, 2024**

	Current Month	Year To Date
REVENUES	<u>\$ -</u>	<u>\$ -</u>
Total revenues	<u>-</u>	<u>-</u>
EXPENDITURES	<u>-</u>	<u>-</u>
Total expenditures	<u>-</u>	<u>-</u>
Excess/(deficiency) of revenues over/(under) expenditures	-	-
OTHER FINANCING SOURCES/(USES)		
Bond proceeds	<u>3,596,111</u>	<u>3,596,111</u>
Total other financing sources/(uses)	<u>3,596,111</u>	<u>3,596,111</u>
Net change in fund balances	3,596,111	3,596,111
Fund balances - beginning	<u>-</u>	<u>-</u>
Fund balances - ending	<u><u>\$ 3,596,111</u></u>	<u><u>\$ 3,596,111</u></u>

**SPRINGS AT LAKE ALFRED
COMMUNITY DEVELOPMENT DISTRICT**

MINUTES

DRAFT

**MINUTES OF MEETING
SPRINGS AT LAKE ALFRED COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors of the Springs at Lake Alfred Community Development District held a Regular Meeting on March 21, 2024, at 5:00 p.m., at the Lake Alfred Public Library, 245 N. Seminole Avenue, Lake Alfred, Florida 33850.

Present were:

Martha Schiffer	Chair
Megan Germino	Vice Chair
Gabriel Shamma	Assistant Secretary

Also present:

Kristen Suit	District Manager
Bennett Davenport (via telephone)	District Counsel
Lindsay Whelan (via telephone)	Kutak Rock LLP
Christopher Allen (via telephone)	Interim District Engineer
James Allen	Resident
Nelly & Denny Crumley	Residents

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Ms. Suit called the meeting to order at 5:00 p.m.

Supervisors Schiffer, Shamma and Germino were present. Supervisors Camp and Staschiak were not present.

SECOND ORDER OF BUSINESS

Public Comments

No members of the public spoke.

THIRD ORDER OF BUSINESS

**Presentation of Supplemental Engineer's
Report (for informational purposes)**

Mr. Allen reviewed the Supplemental Engineer's Report dated February 15, 2024 and discussed the pertinent data, including Phase 1 construction costs, permitting and the bonds.

Mr. Davenport posed and Mr. Allen responded to the following question:

39 **Mr. Davenport:** Are the project costs reasonable?

40 **Mr. Allen:** Yes, they are in line with what we are seeing for other projects based on
41 current market values.

42 Ms. Suit asked if the Engineer's Report should be approved in substantial form. Mr.
43 Davenport replied affirmatively.

44
45 **On MOTION by Ms. Schiffer and seconded by Mr. Shamma, with all in favor,**
46 **the Supplemental Engineer's Report dated February 15, 2024, in substantial**
47 **form, was approved.**

48
49
50 **FOURTH ORDER OF BUSINESS**

**Presentation of First Supplemental Special
Assessment Methodology Report (for
informational purposes)**

51
52
53
54 Ms. Suit presented the First Supplemental Special Assessment Methodology Report for
55 the Series 2024 Bonds and reviewed the Appendix Tables in the back of the Report.

56 Mr. Davenport asked and Ms. Suit responded to the following question:

57 **Mr. Davenport:** Can you confirm that the assessments are fairly and reasonably
58 allocated to the benefitting properties?

59 **Ms. Suit:** Yes.

60
61 **On MOTION by Ms. Schiffer and seconded by Mr. Shamma, with all in favor,**
62 **the First Supplemental Special Assessment Methodology Report, Series 2024**
63 **Bonds dated February 15, 2024, in substantial form, was approved.**

64
65
66 **FIFTH ORDER OF BUSINESS**

**Consideration of Resolution 2024-06,
Setting Forth the Specific Terms of the
Springs at Lake Alfred Community
Development District Special Assessment
Bonds (Assessment Area One Project);
Confirming the District's Provision of the
Series 2024 Project and Adopting a
Supplemental Engineer's Report;
Confirming and Adopting a Supplemental
Assessment Report; Confirming, Allocating**

and Authorizing the Collection of Special Assessments Securing Series 2024 Bonds; Providing for the Application of True-Up Payments; Providing for the Supplement to the Improvement Lien Book; Providing for the Recording of a Notice of Series 2024 Special Assessments; Providing for Conflicts, Severability and an Effective Date

Ms. Suit presented Resolution 2024-06 and read the title.

On MOTION by Ms. Schiffer and seconded by Ms. Germino, with all in favor, Resolution 2024-06, Setting Forth the Specific Terms of the Springs at Lake Alfred Community Development District Special Assessment Bonds (Assessment Area One Project); Confirming the District's Provision of the Series 2024 Project and Adopting a Supplemental Engineer's Report; Confirming and Adopting a Supplemental Assessment Report; Confirming, Allocating and Authorizing the Collection of Special Assessments Securing Series 2024 Bonds; Providing for the Application of True-Up Payments; Providing for the Supplement to the Improvement Lien Book; Providing for the Recording of a Notice of Series 2024 Special Assessments; Providing for Conflicts, Severability and an Effective Date, was adopted.

SIXTH ORDER OF BUSINESS

Consideration of Forms of Ancillary Financing Agreements

Mr. Davenport presented the following:

- A. Completion Agreement (Assessment Area One)
- B. True-Up Agreement (Assessment Area One)
- C. Acquisition Agreement (Assessment Area One)

On MOTION by Mr. Shamma and seconded by Ms. Schiffer, with all in favor, the Completion Agreement, True-Up Agreement and Acquisition Agreement, all for Assessment Area One, all in substantial form, were approved.

SEVENTH ORDER OF BUSINESS

Consideration of Response(s) to Request
for Qualifications (RFQ) for Engineering
Services

A. Affidavit of Publication

B. RFQ Package

C. Respondent: Dewberry Engineers Inc.

D. Competitive Selection Criteria/Ranking

Ms. Suit stated Dewberry Engineering was the sole respondent to the RFQ. If the Board is comfortable, it can rank Dewberry Engineering as the #1 ranked respondent and award the contract.

E. Award of Contract

On MOTION by Mr. Shamma and seconded by Ms. Schiffer, with all in favor, deeming Dewberry Engineers Inc., the sole respondent to the RFQ for Engineering Services, as the #1 ranked respondent and awarding the Engineering Services contract to Dewberry Engineers Inc., was approved.

EIGHTH ORDER OF BUSINESS

Ratification Items

Ms. Suit presented the following:

A. Tampa Electric Company Outdoor Lighting Agreement Phase 1A

B. Tampa Electric Company Outdoor Lighting Agreement Phase 1B

On MOTION by Ms. Schiffer and seconded by Ms. Germino, with all in favor, the Tampa Electric Company Outdoor Lighting Agreement for Phase 1A and Tampa Electric Company Outdoor Lighting Agreement for Phase 1B, were ratified.

NINTH ORDER OF BUSINESS

Consideration of Resolution 2024-07,
Designating the Location of the Local
District Records Office and Providing an
Effective Date

This item was deferred.

151

152 **TENTH ORDER OF BUSINESS**153 **Acceptance of Unaudited Financial**
154 **Statements as of January 31, 2024**

154

155 **On MOTION by Ms. Schiffer and seconded by Mr. Shamma, with all in favor,**
156 **the Unaudited Financial Statements as of January 31, 2024, were accepted.**

157

158

159 **ELEVENTH ORDER OF BUSINESS**160 **Approval of the February 15, 2024 Regular**
161 **Meeting and Audit Committee Meeting**
162 **Minutes**

162

163 Ms. Suit presented the February 15, 2024 Regular Meeting and Audit Committee

164 Meeting Minutes and stated that the corrections received from District Counsel, will be

165 incorporated, as follows:

166 Line 120: Change "Allan" to "Allen"

167 Line 122: Change "Bennet" to Davenport"

168 Lines 267 – 269: Delete entire paragraph and insert "Mr. Davenport stated that Berger

169 Toombs did not provide options for renewal as requested in the RFP. However, since we are

170 issuing bonds, Mr. Davenport advised that Grau's renewal rates as provided in their proposal

171 would not be applicable. Mr. Davenport advised that he would solicit an engagement letter for

172 the bidder who was awarded the contract and prepare an addendum to the letter filling in all

173 the omitted legal terms."

174

175 **On MOTION by Ms. Schiffer and seconded Mr. Shamma, with all in favor, the**
176 **February 15, 2024 Regular Meeting and Audit Committee Meeting Minutes, as**
177 **amended, were approved.**

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180 **TWELFTH ORDER OF BUSINESS**180 **Staff Reports**

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182 **A. District Counsel: Kutak Rock LLP**

183 Mr. Davenport reported the following:

184 ➤ The bond closing is set for March 28, 2024; Staff will be working to finalize all bond-
185 related documents in between meetings.

➤ The bond issuance process will be completed at the next meeting, by the adoption of a resolution ratifying the bonds and the actions of Staff in connection with the closing.

B. District Engineer (Interim): Dewberry Engineers Inc.

Mr. Allen stated Staff is monitoring construction and an update will be provided at the completion of the first phase of construction.

C. District Manager: Wrathell, Hunt and Associates, LLC

- **NEXT MEETING DATE: April 18, 2024 at 5:00 PM**

- **QUORUM CHECK**

The April meeting will be canceled. The next meeting will be held on May 16, 2024.

THIRTEENTH ORDER OF BUSINESS

Board Members' Comments/Requests

There were no Board Members' comments or requests.

FOURTEENTH ORDER OF BUSINESS

Public Comments

No members of the public spoke.

FIFTEENTH ORDER OF BUSINESS

Adjournment

On MOTION by Ms. Schiffer and seconded Mr. Shamma, with all in favor, the meeting adjourned at 5:14 p.m.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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Secretary/Assistant Secretary

Chair/Vice Chair

**SPRINGS AT LAKE ALFRED
COMMUNITY DEVELOPMENT DISTRICT**

STAFF REPORTS

SPRINGS AT LAKE ALFRED COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2023/2024 MEETING SCHEDULE		
LOCATION		
<i>Lake Alfred Public Library, 245 N Seminole Avenue, Lake Alfred, Florida 33850</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
March 21, 2024	Regular Meeting	5:00 PM
April 18, 2024 CANCELED	Regular Meeting	5:00 PM
May 16, 2024	Regular Meeting	5:00 PM
June 20, 2024	Regular Meeting	5:00 PM
July 18, 2024	Regular Meeting	5:00 PM
August 15, 2024	Regular Meeting	5:00 PM
September 19, 2024	Regular Meeting	5:00 PM