

Eden Hills
Community Development District

Meeting Agenda

January 12, 2022

AGENDA

Eden Hills

Community Development District

219 E. Livingston St., Orlando, Florida 32801

Phone: 407-841-5524 - Fax: 407-839-1526

January 5, 2022

**Board of Supervisors
Eden Hills
Community Development District**

Dear Board Members:

The regular meeting of the Board of Supervisors of the **Eden Hills Community Development District** will be held **Wednesday, January 12, 2022 at 5:00 PM** at the **Lake Alfred Public Library, 245 N. Seminole Ave., Lake Alfred, FL 33850.**

Zoom Video Join Link: <https://us06web.zoom.us/j/84527809245>

Call-In Information: 1-646-876-9923

Meeting ID: 845 2780 9245

Following is the advance agenda for the meeting:

Board of Supervisors Meeting

1. Roll Call
2. Public Comment Period (¹Speakers will fill out a card and submit it to the District Manager prior to the beginning of the meeting)
3. Organizational Matters
 - A. Administration of Oaths of Office to Elected Board Members (Jessica Kowalski, Matthew Cassidy, and Justin Frye)
 - B. Consideration of Resolution 2022-01 Canvassing and Certifying the Results of the Landowners' Election
 - C. Election of Officers
 - D. Consideration of Resolution 2022-02 Electing Officers
4. Approval of Minutes of the September 8, 2021 Board of Supervisors Meeting and the November 2, 2021 Landowners' Meeting/Election
5. Approval of Supplemental Assessment Methodology for Phase 2
6. Consideration of Quote from ProPlaygrounds for Amenity Center Playground Equipment

¹ Comments will be limited to three (3) minutes

7. Consideration of 2022 Data Sharing and Usage Agreement with Polk County Property Appraiser
8. Consideration of Contract Agreement with Polk County Property Appraiser
9. Consideration of Resolution 2022-04 Waiving a Portion of the Rules of Procedure Regarding Notice of Meetings
10. Consideration of Fiscal Year 2021 Audit Engagement Letter with Berger, Toombs, Elam, Gaines & Frank
11. Ratification of Proposal to Provide Professional Consulting Services from Dewberry Engineering
12. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. District Manager's Report
 - i. Approval of Check Register
 - ii. Balance Sheet and Income Statement
 - iii. Ratification of Fiscal Year 2021 Funding Requests #11 through #13
13. Other Business
14. Supervisors Requests and Audience Comments
15. Adjournment

SECTION III

SECTION B

RESOLUTION 2022-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE EDEN HILLS COMMUNITY DEVELOPMENT DISTRICT CANVASSING AND CERTIFYING THE RESULTS OF THE LANDOWNER'S ELECTION OF SUPERVISORS HELD PURSUANT TO SECTION 190.006(2), FLORIDA STATUTES, AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Eden Hills Community Development District ("District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within the City of Lake Alfred, Florida; and

WHEREAS, pursuant to Section 190.006(2), Florida Statutes, a landowners meeting is required to be held within 90 days of the District's creation and every two years following the creation of the District for the purpose of electing supervisors of the District; and

WHEREAS, such landowners meeting was held on November 2, 2021, the Minutes of which are attached hereto as Exhibit A, and at which the below recited persons were duly elected by virtue of the votes cast in his/her favor; and

WHEREAS, the Board of Supervisors of the District, by means of this Resolution, desire to canvas the votes and declare and certify the results of said election.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE EDEN HILLS COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. The following person is found, certified, and declared to have been duly elected as Supervisor of and for the District, having been elected by the votes cast in their favor as shown:

Jessica Kowalski	Seat 1	Votes	120
Matthew Cassidy	Seat 4	Votes	100
Justin Frye	Seat 5	Votes	120

SECTION 2. In accordance with Section 190.006(2), Florida Statutes, and by virtue of the number of votes cast for the Supervisor, the above-named person is declared to have been elected for the following term of office:

Jessica Kowalski	4 Year Term
Justin Frye	4 Year Term
Matthew Cassidy	2 Year Term

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

PASSED AND ADOPTED this 12th day of January 2022

ATTEST:

**EDEN HILLS COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

SECTION D

RESOLUTION 2022-02

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE EDEN HILLS
COMMUNITY DEVELOPMENT DISTRICT ELECTING THE OFFICERS OF
THE DISTRICT, PROVIDING FOR CONFLICT AND AN EFFECTIVE DATE.**

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

WHEREAS, pursuant to Chapter 190, *Florida Statutes*, the Board of Supervisors (“**Board**”), shall organize by electing one of its members as Chairperson and by electing a Secretary, and such other officers as the Board may deem necessary.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS
OF THE EDEN HILLS COMMUNITY DEVELOPMENT DISTRICT:**

1. DISTRICT OFFICERS. The District officers are as follows:

_____	is appointed Chairperson.
_____	is appointed Vice-Chairperson.
_____	is appointed Secretary.
_____	is appointed Assistant Secretary.
_____	is appointed Assistant Secretary.
_____	is appointed Assistant Secretary.
_____	is appointed Assistant Secretary.

2. CONFLICTS. All Resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

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

PASSED AND ADOPTED this 12th day of January 2022

ATTEST:

**EDEN HILLS COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

MINUTES

**MINUTES OF MEETING
EDEN HILLS
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Eden Hills Community Development District was held Wednesday, **September 8, 2021** at 5:00 p.m. at the Lake Alfred Public Library, 245 N. Seminole Ave., Lake Alfred, Florida.

Present and constituting a quorum:

Lauren Schwenk
Justin Frye
Matthew Cassidy

Vice Chairman
Assistant Secretary
Assistant Secretary

Also present were:

Jill Burns
Roy Van Wyk *via Zoom*

District Manager, GMS
KE Law Group

FIRST ORDER OF BUSINESS

Roll Call

Ms. Burns called the meeting to order and called the roll. Three supervisors were present constituting a quorum.

SECOND ORDER OF BUSINESS

Public Comment Period

There were no members of the public to provide comments.

THIRD ORDER OF BUSINESS

**Approval of the Minutes of the August 11,
2021 Board of Supervisors Meeting**

Ms. Burns presented the August 11, 2021 meeting minutes asked for a motion to approve the minutes. The Board had no changes or corrections to the minutes.

On MOTION by Ms. Schwenk, seconded by Mr. Cassidy, with all in favor, the Minutes of the August 11, 2021 Board of Supervisors Meeting, were approved.

FOURTH ORDER OF BUSINESS

**Consideration/Ratification of Conveyance
Documents for Phase 1 Common Area**

Ms. Burns reviewed the documents and tracts for the Board and stated that the deeds and affidavits were attached to their packets. She offered to answer any questions.

On MOTION by Ms. Schwenk, seconded by Mr. Cassidy, with all in favor, the Conveyance Documents for Phase 1 Common Area, was ratified.

FIFTH ORDER OF BUSINESS

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

Ms. Burns stated that they received one proposal from Dewberry and she recommended it be ranked number one. She also recommended they authorize staff to send a Notice of Intent to Award and authorize counsel to draft a form of the agreement.

On MOTION by Ms. Schwenk, seconded by Mr. Cassidy, with all in favor, Ranking the Dewberry Proposal for District Engineering Services and Selection of District Engineer #1 and Authorizing Counsel to Draft a Form of Agreement, was approved.

SIXTH ORDER OF BUSINESS

Consideration of Series 2021 (AA2) Developer Agreements – ADDED

A. Eden Hills Addition 2, LLC

i. True-Up Agreement

Ms. Burns stated that this agreement outlined the developer's intent and obligation to make True-Up payments related to the Assessment Area 2 special assessments.

ii. Collateral Assignment Agreement

Ms. Burns stated that this stated that in the event of default, the landowner will agree to assign certain development rates to the District to enable the District or a third party to complete development of the Assessment Area 2 project.

iii. Acquisition Agreement

Ms. Burns stated that this outlined that the landowner has advanced construction funds to fund improvements for the District. This resolution outlined the process by which the District will acquire certain work product area improvements.

iv. Completion Agreement

Ms. Burns stated that the landowner requested the District limit the amount of debt special assessments imposed on the Assessment Area 2 project. The landowner agreed to provide the funds to the District to complete the portion of the Assessment Area 2 project set forth in the Engineer's Report that is not funded by the Assessment Area 2 bonds.

v. Declaration of Consent

Ms. Burns stated that this outlined that the landowner confirms and agrees that the debt assessments have been dually adopted by the Board and all proceedings have been in accordance with Florida law and the District has taken all action necessary to levy and impose the assessment area 2 special assessments.

On MOTION by Ms. Schwenk, seconded by Mr. Cassidy, with all in favor, Series 2021 (AA2) Developer Agreements with Eden Hills Addition 2, LLC, was approved.

B. Jack M. Berry, Inc.

- i. True-Up Agreement**
- ii. Collateral Assignment Agreement**
- iii. Acquisition Agreement**
- iv. Completion Agreement**
- v. Declaration of Consent**

Ms. Burns noted that the agreements were the same as reviewed prior.

On MOTION by Mr. Frye, seconded by Ms. Schwenk, with all in favor, Series 2021 (AA2) Developer Agreements, Jack M. Berry, Inc, was approved.

SEVENTH ORDER OF BUSINESS

Staff Reports

A. Attorney

- i. Memorandum Regarding Wastewater Services and Stormwater Management Needs Analysis**

Mr. Van Wyk had nothing to report other than asking Ms. Burns if this memorandum was included in the package. She replied that it was.

B. Engineer

No engineer was present at the meeting.

C. District Manager's Report

i. Approval of the Check Register

Ms. Burns stated that the check register was included in the Board's package. She offered to answer any questions the Board had.

On MOTION by Ms. Schwenk, seconded by Mr. Cassidy, with all in favor, the Check Register, was approved.

ii. Balance Sheet and Income Statement

Ms. Burns stated that financials were included in the package for review and that there was not action needed here by the Board. The Board had no questions.

iii. Ratification of Fiscal Year 2021 Funding Requests #6 through #10

Ms. Burns stated that they had already been approved and needed ratification by the Board.

On MOTION by Ms. Schwenk, seconded by Mr. Cassidy, with all in favor, the Fiscal Year 2021 Funding Requests #6 through #10, were ratified.

EIGHTH ORDER OF BUSINESS

Other Business

There being none, the next item followed.

NINTH ORDER OF BUSINESS

Supervisors Requests and Audience Comments

There being none, the next item followed.

TENTH ORDER OF BUSINESS

Adjournment

Ms. Burns adjourned the meeting.

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

Secretary/Assistant Secretary

Chairman/Vice Chairman

**MINUTES OF MEETING
EDEN HILLS
COMMUNITY DEVELOPMENT DISTRICT**

The Landowners' meeting and Election of the Board of Supervisors of the Eden Hills Community Development District was held Tuesday, **November 2, 2021** at 3:30 p.m. at 346 E. Central Ave., Winter Haven, Florida.

Present at the meeting were:

Lauren Schwenk
Jill Burns

Vice Chairman
District Manager, GMS

The following is a summary of the discussions and actions taken at the November 2, 2021 Eden Hills Community Development District's Landowners' Meeting.

FIRST ORDER OF BUSINESS

**Determination of Number of Voting Units
Represented**

Ms. Burns noted she had a proxy authorizing Lauren Schwenk to cast up to 146 votes on behalf of Jack M Berry Inc., LLC.

SECOND ORDER OF BUSINESS

Call to Order

Ms. Burns called the meeting to order.

THIRD ORDER OF BUSINESS

**Election of Chairman for the Purpose of
Conducting the Landowners' Meeting**

Ms. Burns was elected Chairperson for the purpose of conducting the Landowners' meeting.

FOURTH ORDER OF BUSINESS

Nominations for the Position of Supervisor

Ms. Burns noted that three seats were up for election: seat 1, seat 4, seat 5. Ms. Burns asked for nominations. Ms. Schwenk nominated Jessica Kowalski, Matthew Cassidy, and Justin Frye.

FIFTH ORDER OF BUSINESS

Casting of Ballots

Ms. Schwenk casted 120 votes for Jessica Kowalski, 120 votes for Justin Frye, and 100 votes for Matthew Cassidy.

SIXTH ORDER OF BUSINESS

Ballot Tabulation

Ms. Burns stated that Ms. Kowalski and Mr. Frye would serve four-year terms and Mr. Cassidy will serve a two-year term.

SEVENTH ORDER OF BUSINESS

Landowners' Questions and Comments

There being none, the next item followed.

EIGHTH ORDER OF BUSINESS

Adjournment

The meeting was adjourned.

Secretary/Assistant Secretary

Chairman/Vice Chairman

SECTION V

**SUPPLEMENTAL
ASSESSMENT METHODOLOGY**

FOR

**EDEN HILLS
COMMUNITY DEVELOPMENT DISTRICT
FOR PHASE 2**

Date: January 12, 2022

Prepared by

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

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

1.0 Introduction

The Eden Hills Community Development District (the “District”) is a local unit of special-purpose government organized and existing under Chapter 190, Florida Statutes as amended. The District anticipates issuing \$10,500,000 of tax exempt bonds in one or more series (the “Bonds”) for the purpose of financing certain infrastructure improvements for Phase 2 (“Phase 2 Capital Improvement Plan”) within Phase 2 of the District more specifically described as Phase 2A and Phase 2B in Exhibit 7 in the Engineer’s Report dated June 8, 2021 prepared by Wood & Associates Engineering LLC, as may be amended and supplemented from time to time (the “Engineer’s Report”). The District anticipates the construction of all or a portion of the Phase 2 Capital Improvements or Phase 2 Capital Improvement Plan (“Capital Improvements”) that benefit property owners within Phase 2 the District.

1.1 Purpose

This Supplemental Assessment Methodology (the “Supplemental Report”) which supplements the certain Amended and Restated Master Assessment Report dated August 11, 2021 (the “Master Report”) and together with the Supplemental Report (the “Assessment Report”) provides for an assessment methodology that allocates the debt to be incurred by the District to benefiting properties within Phase 2 of District. This Assessment Report allocates the debt to properties based on the special benefits each receives from the Capital Improvements. This Assessment Report may be supplemented with one or more supplemental methodology reports to reflect the actual terms and conditions at the time of the issuance of each series of Bonds issued to finance all or a portion of the Capital Improvements. This Assessment Report is designed to conform to the requirements of Chapters 190 and 170, Florida Statutes, with respect to special assessments and is consistent with our understanding of case law on this subject.

The District intends to impose non ad valorem special assessments (“Special Assessments”) on the benefited lands within Phase 2 of the District based on this Assessment Report. It is anticipated that all of the proposed Special Assessments will be collected through the Uniform Method of Collection described in Section 197.3632, Florida Statutes or any other legal means available to the District. It is not the intent of this Assessment Report to address any other assessments, if applicable, that may be levied by the District, a homeowner’s association, or any other unit of government.

1.2 Background

The District currently includes approximately 396.65 acres in the City of Lake Alfred within Polk County, Florida. Phase 2 comprises approximately 194 acres. The development program for Phase 2 of the District currently envisions approximately 472 residential units. The proposed development program is depicted in Table 1. It is recognized that such development plan may change, and this Assessment Report will be modified or supplemented accordingly.

The Phase 2 Capital Improvements contemplated by the District in the Phase 2 Capital Improvement Plan will provide facilities that benefit certain property within the District. Specifically, the District will construct and/or acquire certain offsite improvements, stormwater management facilities, utility facilities, roadways, entry features, and park and amenity features. The acquisition and construction costs are summarized in Table 2.

The assessment methodology is a four-step process.

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

1.3 Special Benefits and General Benefits

The Phase 2 Capital Improvements undertaken by the District create special and peculiar benefits to the property in Phase 2, different in kind and degree, for properties within its borders as well as general benefits to the public at large. However, as discussed within this Assessment Report, these general benefits are incidental in nature and are readily distinguishable from the special and peculiar benefits, which accrue to property within Phase 2 of the District. The implementation of the Phase 2 Capital Improvement Plan enables properties within the boundaries of Phase 2 of the District to be developed. Without the District's Phase 2 Capital Improvement Plan, there would be no infrastructure to

support development of land within the Phase 2 of the District. Without the Phase 2 Capital Improvements, development of the property within Phase 2 of the District would be prohibited by law.

The general public and property owners outside of Phase 2 of the District may benefit from the provision of the Phase 2 Capital Improvements. However, any such benefit will be incidental for the purpose of the Phase 2 Capital Improvement Plan, which is designed solely to meet the needs of property within Phase 2 of the District. Properties outside of Phase 2 of the District boundaries do not depend upon the District's Phase 2 Capital Improvements. The property owners within Phase 2 of the District are therefore receiving special benefits not received by the general public and those outside the Phase 2 District boundaries.

1.4 Requirements of a Valid Assessment Methodology

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

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

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

1.5 Special Benefits Will Equal or Exceed the Costs Allocated

The special benefits provided to the property within Phase 2 of the District will be equal to or greater than the costs associated with providing these benefits. The District Engineer estimates that the District's Phase 2 Capital Improvement Plan that is necessary to support full development of property within Phase 2 of the District will cost approximately \$11,690,000. The District's Underwriter projects that financing costs required to fund a portion of the Phase 2 Capital Improvement Plan costs, the cost of issuance of the Bonds, the funding of a debt service reserve account and capitalized interest, will be approximately \$10,500,000. Without the Phase 2 Capital Improvement Plan, the property within Phase 2 of the District would not be able to be developed and occupied by future residents of the community.

2.0 Assessment Methodology

2.1 Overview

The District anticipates issuing \$10,500,000 in Bonds in one or more series to fund a portion of the District's Phase 2 Capital Improvement Plan, provide for capitalized interest, a debt service reserve account and pay cost of issuance. It is the purpose of this Assessment Report to allocate the \$10,500,000 in debt to the properties within Phase 2 of the District benefiting from the Phase 2 Capital Improvement Plan. This report will be supplemented to reflect actual bond terms.

Table 1 identifies the land uses and lot sizes in the development as identified by the Developer within Phase 2 of the District. The District has commissioned an Engineer's Report that includes estimated construction costs for the Phase 2 Capital Improvements needed to support the development; these construction costs are outlined in Table 2. The Phase 2 Capital Improvements needed to support the development are described in detail in the Engineer's Report and are estimated to cost \$11,690,000. Based on the estimated costs, the size of the Bond issue under current market conditions needed to generate funds to pay for a portion of the Capital Improvements and related costs was determined by the District's Underwriter to total \$10,500,000. Table 3 shows the breakdown of the Bond sizing.

2.2 Allocation of Debt

Allocation of debt is a continuous process until the development plan for Phase 2 of the District is completed. Until the platting process occurs, the Phase 2 Capital Improvements funded by District Bonds benefits all lands within Phase 2 of the District.

The initial assessments will be levied on an equal basis to all gross acreage within Phase 2 of the District. A fair and reasonable methodology allocates the debt incurred by the District proportionately to the properties within Phase 2 receiving the special benefits. At this point all of the lands within Phase 2 of the District are benefiting from the Phase 2 Capital Improvements.

Once platting or the recording of a declaration of condominium of any portion of the District into individual lots or units ("Assigned Properties") has begun, the Special Assessments will be levied to the Assigned Properties based on the benefits they receive, on a first platted, first assigned basis. The "Unassigned Properties"

defined as property that has not been platted or subjected to a declaration of condominium, will continue to be assessed on a per acre basis. Eventually the development plan will be completed and the debt relating to the Bonds will be allocated to the Assigned Properties within Phase 2 of the District, which are the beneficiaries of the Phase 2 Capital Improvement Plan, as depicted in Table 5 and Table 6. If there are changes to development plan, a true up of the assessment will be calculated to determine if a debt reduction or true-up payment from the Developer is required. The process is outlined in Section 3.0.

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

2.3 Allocation of Benefit

The Phase 2 Capital Improvement Plan consists of offsite improvements, stormwater management facilities, utility facilities, roadways, entry features, and park and amenity features and professional fees along with related incidental costs. There is one product type within the planned development. The single-family home has been set as the base unit and has been assigned one equivalent residential unit ("ERU"). Table 4 shows the allocation of benefit to the particular product type. It is important to note that the benefit derived from the Phase 2 Capital Improvements on a particular unit will exceed the cost that the unit will be paying for such benefits.

2.4 Lienability Test: Special and Peculiar Benefit to the Property

Construction and/or acquisition by the District of its proposed Phase 2 Capital Improvements will provide several types of systems, facilities and services that benefit the Phase 2 lands. These include offsite improvements, stormwater management facilities, utility facilities, roadways, entry features, and park and amenity features. The benefit from the Phase 2 Capital Improvements accrue in differing amounts and are somewhat dependent on the product type receiving the special benefits peculiar to that property type, which flow from the logical relationship of the Phase 2 Capital Improvements to the assigned properties.

Once these determinations are made, they are reviewed in the light of the special benefits peculiar to the property, which flow to the properties as a result of their logical connection from the Phase 2 Capital Improvements actually provided.

For the provision of the Phase 2 Capital Improvement Plan, the special and peculiar benefits are:

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

These special and peculiar benefits are real and ascertainable but are not yet capable of being calculated as to value with mathematical certainty. However, each is more valuable than either the cost of, or the actual Special Assessment levied for the Phase 2 Capital Improvement as allocated.

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

A reasonable estimate of the proportion of special and peculiar benefits received from the public improvements described in the Phase 2 Capital Improvement Plan is delineated in Table 5 (expressed as Allocation of Par Debt per Product Type). This is also shown on Table 7 depicting Allocation of Par Debt per Product Type.

The determination has been made that the debt necessary to pay the non-ad valorem special assessments is fairly and reasonably apportioned because the special and peculiar benefits to the property derived from the acquisition and/or construction of Phase 2 Capital Improvements have been apportioned to the property within the Phase 2 of District according to reasonable estimates of the special and peculiar benefits provided consistent with the product type of assignable properties.

Accordingly, no acre or parcel of property within the boundaries of Phase 2 of the District will have a lien for the payment of any Special Assessment more than the determined special benefit particular to that property and therefore, the debt allocation will not be increased more than the debt allocation set forth in this Assessment Report.

In accordance with the benefit allocation suggested for the product types in Table 4, a total debt per unit and an annual assessment per unit have been calculated for each product type (Table 6). These amounts represent the preliminary anticipated per unit debt allocation assuming all anticipated assigned properties are built and sold as planned, and the entire proposed Phase 2 Capital Improvement Plan is constructed.

3.0 True Up Mechanism

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

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

4.0 Assessment Roll

The District will initially distribute the Special Assessments across the property of Phase 2 within the District boundaries on a gross acreage basis. As Assigned Properties become known with certainty, the District will refine its allocation of debt from a per acre basis to a per unit basis as shown in Table 6. If the land use plan or product type changes, then the District will update Table 6 to reflect the changes as part of the foregoing true-up process. As a result, the assessment liens are not finalized with certainty on any acre of land in the District prior to the time final Assigned Properties become known. The preliminary assessment roll is attached as Table 7.

TABLE 1
EDEN HILLS COMMUNITY DEVELOPMENT DISTRICT
DEVELOPMENT PROGRAM
SUPPLEMENTAL ASSESSMENT METHODOLOGY FOR PHASE 2

Land Use	Total Assessable Units	ERUs per Unit (1)	Total ERUs
Single Family - Phase 2A - 1	235	1.00	235
Single Family - Phase 2A - 2	167	1.00	167
Single Family - Phase 2B	70	1.00	70
Total Units	472		472

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

* Unit mix is subject to change based on marketing and other factors

TABLE 2
EDEN HILLS COMMUNITY DEVELOPMENT DISTRICT
CAPITAL IMPROVEMENT PLAN COST ESTIMATES
SUPPLEMENTAL ASSESSMENT METHODOLOGY FOR PHASE 2

Capital Improvement Plan ("CIP") (1)	Cost Estimate
Offsite Improvements - CR 557	\$ 170,000
Offsite Improvements - Old Lake Alfred Rd, Cass Rd, Adams Barn Rd	\$ 140,000
Stormwater Management	\$ 2,370,000
Utilities (Water, Sewer, & Street Lighting)	\$ 5,065,000
Roadway	\$ 2,010,000
Entry Feature	\$ 365,000
Parks and Amenities	\$ 510,000
Contingencies	\$ 1,060,000
	\$ 11,690,000

(1) A detailed description of these improvements is provided in the Engineer's Report dated June 8, 2021.

TABLE 3
EDEN HILLS COMMUNITY DEVELOPMENT DISTRICT
BOND SIZING
SUPPLEMENTAL ASSESSMENT METHODOLOGY FOR PHASE 2

Description	Total
Construction Funds - 2A	\$ 7,996,515
Construction Funds - 2B	\$ 1,346,247
Debt Service Reserve	\$ 607,238
Capitalized Interest	\$ 140,000
Underwriters Discount	\$ 210,000
Cost of Issuance	\$ 200,000
Par Amount*	\$ 10,500,000

Bond Assumptions:	
Average Coupon	4.00%
Amortization	30 years
Capitalized Interest	4 months
Debt Service Reserve	Max Annual
Underwriters Discount	2%

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

TABLE 4

EDEN HILLS COMMUNITY DEVELOPMENT DISTRICT
ALLOCATION OF IMPROVEMENT COSTS
SUPPLEMENTAL ASSESSMENT METHODOLOGY FOR PHASE 2

Land Use	No. of Units *	ERU Factor	Total ERUs	% of Total ERUs	Total Improvements Costs Per Product Type	Improvement Costs Per Unit
Single Family - Phase 2A - 1	235	1	235	49.79%	\$ 5,820,233	\$ 24,767
Single Family - Phase 2A - 2	167	1	167	35.38%	\$ 4,136,081	\$ 24,767
Single Family - Phase 2B	70	1	70	14.83%	\$ 1,733,686	\$ 24,767
Totals	472		472	100.00%	\$ 11,690,000	

* Unit mix is subject to change based on marketing and other factors

Prepared by: Governmental Management Services - Central Florida, LLC

TABLE 5

EDEN HILLS COMMUNITY DEVELOPMENT DISTRICT
ALLOCATION OF TOTAL PAR DEBT TO EACH PRODUCT TYPE
SUPPLEMENTAL ASSESSMENT METHODOLOGY FOR PHASE 2

Land Use	No. of Units *	Total Improvements Costs Per Product Type	Per Product Type- Before Developer Contribution	Developer Contribution**	Debt Per Product Type- Before Developer	Par Debt Per Unit - After Developer Contribution
Single Family - Phase 2A - 1	235	\$ 5,820,233	\$ 5,485,704	\$ -	\$ 5,485,704	\$ 23,343
Single Family - Phase 2A - 2	167	\$ 4,136,081	\$ 3,898,351	\$ (397,054)	\$ 3,501,297	\$ 20,966
Single Family - Phase 2B	70	\$ 1,733,686	\$ 1,634,039	\$ (121,040)	\$ 1,513,000	\$ 21,614
Totals	472	\$ 11,690,000	\$ 11,018,094	\$ (518,094)	\$ 10,500,000	

* Unit mix is subject to change based on marketing and other factors

** Contributions constitute Phase 2A-2 and Phase 2B Special Assessment partial prepayments, which together with Series 2022 Special Assessments to be collected on such Phase 2 units, equal the total Series 2022 Special Assessments to be collected on all Phase 2 lots together with improvements funded by the developer.

TABLE 6 EDEN HILLS COMMUNITY DEVELOPMENT DISTRICT PAR DEBT AND ANNUAL ASSESSMENTS FOR EACH PRODUCT TYPE SUPPLEMENTAL ASSESSMENT METHODOLOGY FOR PHASE 2						
Land Use	No. of Units *	Allocation of Par Debt Per Product Type	Total Par Debt Per Unit	Maximum Annual Debt Service	Net Annual Debt Assessment Per Unit	Gross Annual Debt Assessment Per Unit (1)
Single Family - Phase 2A - 1	235	\$ 5,485,704	\$ 23,343	\$ 317,250	\$ 1,350	\$ 1,436
Single Family - Phase 2A - 2	167	\$ 3,898,351	\$ 20,966	\$ 202,488	\$ 1,213	\$ 1,290
Single Family - Phase 2B	70	\$ 1,634,039	\$ 21,614	\$ 87,500	\$ 1,250	\$ 1,344
Totals	472	\$ 10,500,000		\$ 607,238		

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

* Unit mix is subject to change based on marketing and other factors

Prepared by: Governmental Management Services - Central Florida, LLC

TABLE 7
EDEN HILLS COMMUNITY DEVELOPMENT DISTRICT
PRELIMINARY ASSESSMENT ROLL
SUPPLEMENTAL ASSESSMENT METHODOLOGY FOR PHASE 2

Owner	Property ID #'s	Acres	Total Par Debt Allocation Per Acre	Total Par Debt Allocated	Net Annual Debt Assessment Allocation	Gross Annual Debt Assessment Allocation (1)
JMBI Development, LLC	262719-000000-022010	145.55	\$ 54,135	\$ 7,879,331	\$ 455,679	\$ 489,977
Eden Hills Addition 2 LLC	262729-000000-033010	25.74	\$ 54,135	\$ 1,393,432	\$ 80,585	\$ 86,651
JMBI Development, LLC	262720-000000-044010	22.67	\$ 54,135	\$ 1,227,238	\$ 70,974	\$ 76,316
Totals		193.96		\$ 10,500,000	\$ 607,238	\$ 652,944

(1) This amount includes 7% to cover collection fees and early payment discounts when collected utilizing the uniform method.

Annual Assessment Periods	30
Average Coupon Rate (%)	4.00%
Maximum Annual Debt Service	\$ 607,238

SECTION VI



Pro Playgrounds
8490 Cabin Hill Road
Tallahassee, FL 32311

Invoice

Due Date	P.O. No.
1/20/2022	

Date	Invoice #
12/21/2021	2694
Terms	Project
Net 30	Eden Hills Amenity Area

Bill To
Attn: Greg Jones Heath Construction & Management 346 E Central Avenue Winter Haven FL 33880



Qty	Item	Description	Amount
	DEP	Required 50% deposit for Eden Hills Amenity Area project. Total \$159,999	79,999.50



Legacy Construction Services Group Inc
DBA Pro Playgrounds
1563 Capital Circle SE, #144
Tallahassee, FL 32301

CONTRACTOR: Legacy Construction Services Group Inc
D.B.A Pro Playgrounds **EIN:** 27-1850232

ADDRESS: 1563 Capital Circle SE, # 144 **CITY, STATE & ZIP CODE:** Tallahassee, FL 32301

CONTACT: Paul Adrianse **PHONE #:** 800-573-7529 **FAX#:** (850) 254-7150

TOTAL CONTRACT AMOUNT: \$159,999

PROJECT NAME: Eden Hills Amenity Area **AGREEMENT #:** 13962

PROJECT ADDRESS: 419 Sofia Lane, Lake Alfred, FL 33850

OWNER: Eden Hill CDD c/o Jill Burns
219 E. Livingston St.
Orlando, Fl 32801

THIS AGREEMENT made and entered into on this the 21st day of December, 2021, by and between Legacy Construction Services Group Inc D.B.A Pro Playgrounds, a Florida Corporation hereinafter referred to as "Contractor" and Eden Hill CDD c/o Jill Burns, identified above hereinafter referred to as "Owner". Owner includes the individual or entity listed above, as well as agents authorized to act on their behalf, Owner may be the actual Owner of said property, Prime Contractor, or other authorized Contractee or Agent of Owner.

WITNESSETH

WHEREAS Owner desires to:

Supply and Install 2x play systems,
1x one bay two cantilever single post swing with belt and bucket seats,
6x benches w backs in-ground, 2x benches with backs
1x Novice Design Dog Park,
8x portable trash receptacles with liners and dome lids,
1x rectangular 6ft picnic table portable
1x 3-loop bike rack SM,
50x 8" borders and 1x half ramp at area 1, and 30x 8" borders and 1x half ramp at area 2
15x pallets of rubber mulch area 1, 10x pallets of rubber mulch area 2
1x 30x30x12 Hip Shade over play structure
1x 20x20x8 Hip Shade
2x 32x16x10 Susp Cantilever Shade at Pool.

at the address known as Eden Hill CDD, hereinafter referred to as "Property"

AND WHEREAS Contractor warrants being qualified and capable of performing and completing the Work specified herein,

NOW THEREFORE, in consideration of the mutual promises and premises herein contained, Owner and Contractor agree to meet and satisfy all terms and conditions in this contract as follows:

Contractor Initial aa

Owner Initial _____



Legacy Construction Services Group Inc
DBA Pro Playgrounds
1563 Capital Circle SE, #144
Tallahassee, FL 32301

ARTICLE 1 – SCOPE OF WORK

1.1 Contractor does hereby promise that it will, for and in consideration of the payments hereinafter specified, furnish all manpower, labor, supervision, tools, equipment, materials, and all other things necessary or required to Install 2x play systems, 1x one bay two cantilever single post swing with belt and bucket seats, 6x benches w backs in-ground, 2x benches with backs, 1x Novice Design Dog Park, 8x portable trash receptacles with liners and dome lids, 1x rectangular 6ft picnic table portable, 1x 3-loop bike rack SM, 50x 8" borders and 1x half ramp at area 1, and 30x 8" borders and 1x half ramp at area 2, 15x pallets of rubber mulch area 1, 10x pallets of rubber mulch area 2, 1x 30x30x12 Hip Shade over play structure, 1x 20x20x8 Hip Shade, 2x 32x16x10 Susp Cantilever Shade at Pool.; hereinafter referred to as the "Work" all in strict accordance with the drawings, plans, estimates, proposals and other documents which are attached hereto as Exhibit(s) and expressly incorporated herein by reference and made a part hereof and hereinafter referred to as the "Contract Documents". Contract documents include:

1. 2D/3D Site Plans.
2. Estimates.
3. Insurance Certificates.
4. Manufactures Warranties.

- 1.2 Contractor shall not be responsible or held liable for any Work or complications that arise by items or conditions outside of the scope of this Agreement. This includes but is not limited to drainage issues, unforeseen conditions, grading and erosion problems, and any and all things outside of the scope of this Agreement.
- 1.3 Contractor shall complete an excavation permit known as an 811 permit in advance of starting Work as required by law. This service is provided by the utility companies to mark out utility lines on the property. On private property, the free 811 services may not be able or be willing to locate all buried utilities. In this instance, Owner may at its discretion and expense choose to hire and utilize a private company for the purpose of locating buried utilities or hazards not detected by the free 811 service and is encouraged to do so.
- 1.4 Owner acknowledges Contractor shall not be responsible for any damage to unmarked buried utilities, nor shall Contractor repair or pay for the repair of damaged utilities that have not been marked. The term utilities mean any buried object including but not limited to: irrigation lines, water lines, gas lines, electrical lines, data and communication lines, sewer lines, septic tanks, fuel storage tanks or any other buried objects. The term marked means that the entire path of the object has been marked clearly and accurately within 24" of the object on the ground via fluorescent marking paint or flags.
- 1.5 Contractor shall not be responsible for any unforeseen soil anomalies or differing site conditions, should soil abnormalities be encountered, including rock, muck or any other items that may create additional work or installation difficulties, those costs shall be adjusted via a change order. Owner is responsible for all geotechnical investigation.

ARTICLE 2 – PROSECUTION OF THE WORK

- 2.1 Due to the nature of the Scope, Contractor is at the mercy of its suppliers and manufacturer(s). Work cannot begin on any portion of the job until all material and equipment deliveries have been scheduled and confirmed. The items to complete the Work must be furnished and available to do so. Contractor will be in communication with Owner regarding the scheduling and delivery of materials as well as the prosecution of the Work on a regular basis.
- 2.2 The Contractor expressly understands that time is of the essence of this Agreement and therefore agrees to procure and prepare its materials and manufactured products in a timely manner so as to be ready to begin Work as soon as possible. Contractor shall perform all Work required under this Agreement in a

Contractor Initial aa

Owner Initial _____



Legacy Construction Services Group Inc
DBA Pro Playgrounds
1563 Capital Circle SE, #144
Tallahassee, FL 32301

diligent and prompt manner and shall proceed and operate in such ways to ensure the continued progression of the project and make all attempts to remain on schedule.

- 2.3 The Work is tentatively scheduled to be completed by 6/4/21. This date is subject to materials and equipment being manufactured in a timely fashion that will allow Contractor to complete installation by said date. This date is subject to change based on these conditions. The estimated duration of the Work from start to finish is 14-18 days.
- 2.4 Not all Work will require a permit, for Work that does require a permit, the permitting process and responsibilities of Contractor and Owner shall be determined as follows:
- ☒ Contractor shall be responsible for acquiring necessary permits for this project.
 - ☐ Owner, Prime/General Contractor or other third party shall be responsible for acquiring necessary permits for this project.
 - ☐ Owner shall be responsible for the costs of all permits and related drawings and requirements.
 - ☒ Contractor shall be responsible for the costs of all permits and related drawings and requirements.

ARTICLE 3 – WORKMANSHIP

- 3.1 Work shall be executed in accordance with this Agreement and/or the Contract Documents. All Work shall be done in a good and Workmanlike manner. All materials shall be furnished in sufficient quantities to facilitate the progress of the Work and shall be new unless otherwise stated in this Agreement and/or the Contract Documents. The Contractor warrants that all materials furnished thereunder meet the requirements of this Agreement and/or the Contract Documents and implicitly warrants that they are both merchantable and for the purposes for which they are intended to be used.
- 3.2 Should any items, Work or portions thereof be delayed, damaged or altered by anyone other than Contractor, its employees or subcontractors, hereinafter referred to as "Others"; Owner shall hold those parties accountable for any loss or damages incurred as a result. Contractor shall not be held liable for any damages or costs incurred by Owner as a result of Others and may hold Others liable for its own costs or losses shall the be incurred.
- 3.3 Contractor agrees that it and its employees and subcontractors will maintain a professional appearance and conduct themselves in a professional manner at all times when Working.
- 3.4 The Contractor agrees it shall be responsible for the prevention of accidents to itself, its employees and applicable subcontractors engaged upon or in the vicinity of the Work.

ARTICLE 4 – PREMISES

- 4.1 Contractor agrees to keep the premises and other project areas reasonably clean of debris and trash resulting from the performance of Contractor's Work. Contractor will also make efforts to highlight and block off potentially hazardous areas or obstacles present on the premises during the construction process in compliance with regulations.
- 4.2 Owner has the right at any time to visits the premises to check on progress or for purposes of communication; however, Contractor must be notified of such visits to ensure the safety of the visitor(s), also these visits must not severely interfere with the progress of Work. Owner shall defend, indemnify and hold harmless Contractor and its directors, officers, employees, agents, stockholders, affiliates, subcontractors and customers from and against all allegations, claims, actions, suits, demands, damages, liabilities, obligations, losses, settlements, judgments, costs and expenses (including without limitation attorneys' fees and costs) which arise out of, relate to bodily injury occurring while on the premises by Others before completion of the Work.

Contractor Initial aa

Page 3 of 8

Owner Initial _____



Legacy Construction Services Group Inc
DBA Pro Playgrounds
1563 Capital Circle SE, #144
Tallahassee, FL 32301

- 4.3 Contractor agrees to make all efforts to prevent damage to existing property on the premises. Should Owner suspect that Contractor or its employees or subcontractors have caused damage to Owners property; Owner shall notify Contractor of those damages in writing and request curing of said damages within 48 hours of their occurrence. Contractor agrees to rectify, repair or pay for the repair of any property damage for which it or its employees or subcontractors are directly responsible for. Contractor shall not be responsible for any event outside of Contractor's control that results in damage to Owners property including inclement weather, acts of God, theft, vandalism, damage by Others, etc.

ARTICLE 5 – INSURANCE AND BONDING

- 5.1 Contractor warrants that it maintains insurance(s) that will protect Contractor and its employees and in some instances Owner from claims under Workers compensation acts and for claims from damages that may result from or arise out of Contractor's operations during construction; whether such operations be by Contractor or anyone directly or indirectly employed by Contractor. Contractor warrants that it currently carries the following insurance(s) and stated insurance(s) and coverage(s) are documented in the Contract Documents:
1. ☒ Comprehensive General Liability Insurance with the following limits:
 - a) Bodily Injury and Death - \$2,000,000/occurrence; \$2,000,000/aggregate
 - b) Property Damage - \$2,000,000/occurrence; \$2,000,000/aggregate
 2. ☒ Worker's Compensation & Employers Liability with the following limits:
 - a) Each Accident - \$1,000,000
 - b) Disease - \$100,000/employee; \$500,000/policy limit
 - ☐ State of Florida Workers Compensation Exemption
 3. ☒ Commercial Automobile Insurance with the following limits:
 - a) Bodily Injury - \$1,000,000/person; \$1,000,000/accident
 - b) Property Damage - \$1,000,000/accident
 - c) Personal Injury Protection (PIP) - \$10,000/person

- 5.2 Contractor shall not provide any form of bonding for this Work. Should Owner request any form of bond from Contractor that is not included in this Agreement or the Contract Documents, Owner shall pay the cost of those bonds in full.

ARTICLE 6 – CHANGES IN THE WORK

- 6.1 Both Owner and Contractor, without having invalidated this Agreement, may request changes to the Work scheduled to be performed as stated in this Agreement and/or within the Contract Documents consisting of additions, deletions or other revisions, hereinafter referred to as a "Change Order". Request(s) by either Owner or Contractor to make change(s) to the Work scheduled to be performed shall be subject to the discretion and acceptance of both parties.
- 6.2 All Change Orders shall be made using AIAG701-2001 Change Order or similar form.
- 6.3 Change Order(s), whether requested and completed by Contractor or Owner must be acknowledged by both Owner and Contractor, agreed upon by both Owner and Contractor and signed by both Owner and Contractor to be valid. Change Order(s) can only be signed by Contractor and Owner. Any Change Order(s) signed by individuals or representatives other than Contractor or Owner, unless specifically named in this Agreement and/or the Contract Documents will be invalid.
- 6.4 Approved Change Orders(s) will be considered as an amendment and/or revision to this Agreement and/or the Contract Documents but shall not invalidate this Agreement. Approved Change Order(s) may alter the total contract sum of this Agreement and/or the Contract Documents either as an increase or a decrease in cost depending upon the nature of the revision. Contractor agrees to provide documentation of this alteration to the total contract sum and bill accordingly. Owner agrees to verify documentation of

Contractor Initial aa

Owner Initial _____



Legacy Construction Services Group Inc
DBA Pro Playgrounds
1563 Capital Circle SE, #144
Tallahassee, FL 32301

all alterations to the total contract sum to its satisfaction and pay accordingly. All payments for change orders are subject to the payment terms in Article 9 of this document.

- 6.5 Generally, all items that have been furnished to the Property for the purpose of completing the Work are non-returnable and nonrefundable unless the request arises as a result of an error by the Contractor. Return policies for items are at the discretion of the manufacturers and suppliers and not the Contractor. Should Owner wish to return items it has purchased that have been furnished, ordered or are in production, and should manufacture or supplier allow Owner to do so, Owner shall bear the burden and all costs associated with doing so as set forth by the supplier or manufacturer. Such costs may include return shipping, restocking fees or any other fees or charges determined by the manufacture or supplier.

ARTICLE 7 – DEPOSITS

- 7.1 Contractor does hereby promise that it will, for and in consideration of the payments hereinafter specified, furnish all manpower, labor, supervision, tools, equipment, materials, and all other things necessary or required to complete all Work described and contained in this Agreement and/or the Contract Documents.
- 7.2 Contractor warrants that monies received for the performance of this contract, be they in the form of deposits or progress payments shall be used for labor, materials and procurement thereof entering into this Work and said monies shall not be diverted to satisfy obligations of the Contractor on other contracts or other financial obligations not related to the terms and conditions specific to this Agreement and/or the Contract Documents.
- 7.3 Owner shall provide Contractor with the following necessary deposit(s) to procure all required manpower, labor, supervision, tools, equipment, materials, permits and all other things necessary or required to complete all Work described and contained in this Agreement and/or the Contract Documents. Contractor shall provide Owner with a written request for such deposits and such requests shall serve as records if fulfilled. If Owner is obligated to provide Contractor with a deposit for services or goods, no Work shall be scheduled, and no goods shall be ordered until time at which said deposit has been received unless otherwise specified in this Agreement.
- ☐ Owner shall provide Contractor with a deposit for 100% of the cost of all goods and materials required to complete all Work described and contained in this Agreement and/or within the Contract Documents.
- ☒ Owner shall provide Contractor with a deposit for 50% of the cost of all goods and materials to complete all Work described and contained in this Agreement and/or within the Contract Documents.
- ☐ Owner shall provide Contractor with a deposit in the amount of \$ _____ of the cost of all goods and materials required to complete all Work described and contained in this Agreement and/or within the Contract Documents.

ARTICLE 8 – OWNER INSPECTION AND ACCEPTANCE

- 8.1 As the Work or portions thereof are completed in accordance with this Agreement and/or in the Contract Documents; Owner shall at its earliest convenience inspect the Work completed by Contractor and confirm that it conforms to descriptions and promises contained in this Agreement and/or the Contract Documents. Owner shall promptly make arrangements to pay Contractor for completed Work that is in compliance per the terms and conditions of Article 9 of this Agreement.
- 8.2 If Owner inspects Contractor's completed Work or portions thereof and believes that the Work completed is not in conformance to this Agreement or the Contract Documents, Owner shall notify Contractor in writing of the alleged non-conforming Work within 10 days of the Work being completed.
- 8.3 Owner agrees it will provide Contractor with photos of the claimed deficiencies, a itemized written list of the alleged non-conforming Work and what actions it believes are necessary to bring those items into compliance.

Contractor Initial aa

Page 5 of 8

Owner Initial _____



Legacy Construction Services Group Inc
DBA Pro Playgrounds
1563 Capital Circle SE, #144
Tallahassee, FL 32301

- 8.4 Upon receipt of the list and photos of the alleged non-conforming Work; Contractor shall have thirty (30) days to dispute, provide a plan to cure or repair and rectify the non-conforming Work at Contractor's expense should the claims be valid. Contractor shall document all efforts to cure all non-conforming Work via photographic evidence and written documentation and provide this documentation to the Owner in a timely manner.
- 8.5 All completed Work or portions thereof that are not in dispute for compliance shall be subject to the payment terms of Article 9 of this Agreement. Owner shall not withhold payment for any portion of the Work, or percentage thereof that is compliant as a means of insurance, security or as a cure to other portions of the Work that are noncompliant or under dispute thereof.

ARTICLE 9 - PAYMENT

- 9.1 As Work is completed in compliance with this Agreement and the representations contained herein; Owner shall make necessary preparations for payments due to Contractor in accordance with this Agreement; Change of Work Order(s) and/or the Contract Documents.
- 9.2 Contractor shall submit draw/payment requests to Owner as Work commences and is completed. All draw requests shall be submitted to Owner on AIA G702-1992, Application and Certificate for Payment **OR** via other traditional invoicing methods.
- 9.3 All outstanding and undisputed balances for goods and materials, Change of Work Order(s), labor or any other premise described in this Agreement, or the Contract Documents is due to Contractor within 30 days of invoicing. Failure by Owner to make payment to Contractor for any and all outstanding balances owed as stated and agreed upon in this Agreement, any outstanding Change Orders and/or the Contract Documents shall result in all outstanding balances being subject to penalty interest, that shall accrue at the maximum legal rate per month or 1.5%; whichever is greater, beginning 10 days after missed, late or partial payment. Owner shall be responsible for any costs related to attorneys' fees, court fees or other measures taken to collect on unpaid balances.
- 9.4 Owner shall not withhold any retainage from Contractor for undisputed Work or portions thereof.
- 9.5 If, through no fault of its own, Contractor is unable to continue Work, the schedule is changed, or Work is delayed or because of Owner or other individuals acting for or on behalf of Owner, then Owner shall promptly pay Contractor in full within 30 days of receiving invoice from Contractor for any Work completed, labor and materials furnished on the project, subject to the payment terms and conditions in Article 9 of this Agreement.
- 9.6 All materials and items furnished become the property of the Owner upon their delivery to the Property. Owner shall be responsible for the security and insurance of said items. All furnished items are eligible for billing and payment pursuant to the terms of this agreement regardless if they have been permanently affixed, installed or incorporated into a structure.
- 9.7 Should Owner refuse to accept delivery of products on site, Owner shall bear all costs with reconsignment, shipping, storage or return of those products.

ARTICLE 10 - RELEASE OF LIENS

- 10.1 Contractor reserves the right to lien on all real property where materials and/or labor are furnished in relation to this Agreement and/or the Contract Documents in the event of delayed payment, nonpayment or underpayment.
- 10.2 Contractor shall supply Owner with a partial lien waiver for all deposits and progress payments made to Contractor by Owner.
- 10.3 Contractor agrees to provide Owner with a final and full lien waiver within ten (10) days of receiving final payment from Owner.

ARTICLE 11 - WARRANTIES

Contractor Initial aa

Page 6 of 8

Owner Initial _____



Legacy Construction Services Group Inc
DBA Pro Playgrounds
1563 Capital Circle SE, #144
Tallahassee, FL 32301

- 11.1 Contractor warrants and guarantees its Work to the full extent as required by the Contract Documents or anywhere in this Agreement. Contractor shall at its expense make good any faulty, defective, improper or non-conforming portions of the Work discovered within one (1) year of the date of completion of the project or within such longer period as may be provided for in the Contract Documents or anywhere in this Agreement. The extension of this warranty does not include issues that would arise as a result of acts outside of Contractor's control such as inclement weather, acts of God, vandalism, theft, normal wear and tear, Owner alterations, damage by others, etc.
- 11.2 Warranty claims for rubber surfacing shall not be honored or enforceable if damage is a result of corrosive materials contaminating the surfacing, including but not limited to: sand, debris, dirt, bleach, chlorine, fuels, caustics.
- 11.3 If any portion of the Work was completed by Others then Contractor shall not be required to warranty those portions of the Work. As such, should a deficiency in the Work of Others create a deficiency in the Work of Contractor, then Others shall be held liable by the Owner and Contractor for the deficiency.
- 11.4 Some warranty claims may be the responsibility of a manufacturer(s) or supplier(s) and not a result of Contractor's actions - such as undetected manufacturing defects or equipment that develops defects as a result of normal use during a specific time period. Contractor shall furnish Owner with all manufacturer(s) and supplier(s) written guarantees and warranties covering equipment and materials furnished in this Agreement and/or the Contract Documents and shall assist Owner in the process of any warranty claims related to such equipment.
- 11.5 All warranties become null and void if the project is not paid for in full.

ARTICLE 12 – DISPUTE RESOLUTION

- 12.1 Each of the parties hereto irrevocably agrees that any legal action or proceeding with respect to this Agreement or for recognition and enforcement of any judgment in respect hereof brought by any other party or its successors or assigns may be brought and determined exclusively in the Court of Leon County in the State of Florida or, if under applicable Law exclusive jurisdiction over such matter is vested in the federal courts, any court of the United States located in the State of Florida, and each of the parties hereto hereby irrevocably submits with regard to any such action or proceeding for itself and in respect to its property, generally and unconditionally, to the exclusive jurisdiction of the aforesaid courts and agrees that it will not bring any legal action or proceeding with respect to this Agreement or for recognition and enforcement of any judgment in respect hereof in any court other than the aforesaid courts.
- 12.2 Subject to the limitations as otherwise set forth in this Agreement, if an action shall be brought on account of any breach of or to enforce or interpret any of the terms, covenants or conditions of this Agreement, the prevailing party shall be entitled to recover from the other party, as part of the prevailing party's costs, reasonable attorney's fees, the amount of which shall be fixed by the court and shall be made a part of any judgment rendered.

ARTICLE 13 – SEVERABILITY

- 13.1 The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision. Any invalid or unenforceable provision shall be deemed severed from this Agreement to the extent of its invalidity or unenforceability, and this Agreement shall be construed and enforced as if the Agreement did not contain that particular provision to the extent of its invalidity or unenforceability.

ARTICLE 14 – MISCELLANEOUS ADDITIONS AND PROVISIONS

- 14.1 In addition to the terms and conditions set forth in this Agreement and/or in the Contract Documents, **Contractor** also warrants, agrees to and/or acknowledges the following:
 - 1. _____
 - 2. _____
 - 3. _____

Contractor Initial aa

Owner Initial _____



Legacy Construction Services Group Inc
 DBA Pro Playgrounds
 1563 Capital Circle SE, #144
 Tallahassee, FL 32301

14.2 In addition to the terms and conditions set forth in this Agreement and/or in the Contract Documents, **Owner** also warrants, agrees to and/or acknowledges the following:

1. Owner agrees to send the deposit and is aware that the project will proceed without the deposit at this time to allow the project to commence in a timely fashion.
2. _____
3. _____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this the 21st day of December, 2021.

CONTRACTOR: Legacy Construction
 Services Group Inc.

OWNER: Eden Hill CDD
 c/o Jill Burns

Alana Adrianse

(Signature of Contractor)

Name/Title: Alana Adrianse, President

Address of Contractor:
 Legacy Construction Services Group Inc.
 1563 Capital Circle SE, #144
 Tallahassee, FL 32301

(Signature of Owner)

Name/Title:

Address of Owner:
Eden Hill CDD
c/o Jill Burns
 219 E. Livingston St.
 Orlando, FL 32801

Contractor Initial aa

Owner Initial _____



Pro Playgrounds
8490 Cabin Hill Road
Tallahassee, FL 32311

Quote

Project Name
Eden Hills Amenity Area



Date	Estimate #
11/22/2021	13962

Customer / Bill To
Attn: Greg Jones Heath Construction & Management 346 E Central Avenue Winter Haven FL 33880

Ship To
Lake Alfred, FL 33850



WE WILL BEAT ANY PRICE BY 5%!

Item	Description	Qty	Cost	Total:
	Supply and Install 2x play systems, 1x one bay two cantilever single post swing with belt and bucket seats, 6x benches w backs in-ground, 2x benches with backs surface mount at Dock, 1x Novice Design Dog Park, 8x portable trash receptacles with liners and dome lids, 1x rectangular 6ft picnic table portable 1x 3-loop bike rack SM, 50x 8" borders and 1x half ramp at area 1, and 30x 8" borders and 1x half ramp at area 2 15x pallets of rubber mulch area 1, 10x pallets of rubber mulch area 2 1x 30x30x12 Hip Shade over play structure 1x 20x20x8 Hip Shade 2x 32x16x10 Susp Cantilever Shade at Pool, permitting included. Play area 1 to be 68'x32' area. Play area two near dock approx 32x28 **PLAY EQUIPMENT**			
21-QS-PKP010N	PKP010N-Ditch Plains - Neutral	1	13,499.00	13,499.00
CPE	Custom Playground Unit Fort Moccasin w Integrated Shade 211201-JB-1-CR001	1	24,650.00	24,650.00

AGREED AND ACCEPTED:

If the above total price, scope of work, specifications, terms and conditions are acceptable, sign below indicating your acceptance and authorization for Pro Playgrounds to proceed with the work and/or sales transaction described in this quotation. Upon signature and payment in accordance with this quote, Pro Playgrounds will proceed with the work and/or sales transaction.

Signature

Name / Title

Date

Subtotal:

Sales Tax: (7.0%)

Total:

Terms and Conditions - Price valid for 30 days and subject to change. 1. If installation is not included with your purchase, client will be responsible for coordinating, receiving and unloading of all goods, delivery drivers will not help unload goods. 2. Client will be responsible to inspect goods for defect, damage or missing parts, any deficiency or missing parts must be noted on delivery slip. 3. Client will be responsible for costs due to cancelled or missed delivery appointments. 4. Client has reviewed all items, colors and descriptions on this quote for accuracy and correctness. 5. If quote includes installation of goods, the installation is subject to the terms and conditions of Pro Playgrounds "Standard Installation Agreement" a copy of which may be obtained from your Sales Representative.

1-800-573-7529 | www.proplaygrounds.com



Pro Playgrounds
8490 Cabin Hill Road
Tallahassee, FL 32311

Quote

Project Name
Eden Hills Amenity Area



Date	Estimate #
11/22/2021	13962

Customer / Bill To
Attn: Greg Jones Heath Construction & Management 346 E Central Avenue Winter Haven FL 33880

Ship To
Lake Alfred, FL 33850



WE WILL BEAT ANY PRICE BY 5%!

Item	Description	Qty	Cost	Total:
QS-20-PSW120...	PSW120WS-1 Bay 2 Cantilevers - Frame with Hangers, 1 Bay Belt Seat Package, 1 Bay Bucket Package	1	1,365.48	1,365.48
Shipping	Combined Shipping and Freight Charges	1	3,360.00	3,360.00
21-SD303012IG	**SHADE** 30x30x12' Height -INGROUND - WITH GLIDE-SQUARE	1	14,071.43	14,071.43
ENGDRAW	Engineered Drawings for Permitting 30x30x12	1	1,080.00	1,080.00
CSSD	Custom Shade Design-Suspended Cantilever 32x16x10	2	13,206.00	26,412.00
ENGDRAW	Engineered Drawings for Permitting 32x16x10	1	1,080.00	1,080.00
21-SD202008IG	20x20x8' Height -INGROUND - WITH GLIDE-SQUARE	1	8,749.39	8,749.39
ENGDRAW	Engineered Drawings for Permitting 20x20x8	1	1,080.00	1,080.00
Shipping	Combined Shipping and Freight Charges	1	2,470.00	2,470.00
21-B6WBULS	**SITE FURNISHINGS** 6' UltraLeisure- Standard Bench with Back, In-Ground Mount	6	498.00	2,988.00
21-B6WBULSM	6' UltraLeisure- Standard Bench with Back, Surface Mount (for dock area)	2	498.00	996.00
21-TR32	32 Gallon Regal Standard Trash Receptacle, Receptacle Only	8	411.00	3,288.00

AGREED AND ACCEPTED:

If the above total price, scope of work, specifications, terms and conditions are acceptable, sign below indicating your acceptance and authorization for Pro Playgrounds to proceed with the work and/or sales transaction described in this quotation. Upon signature and payment in accordance with this quote, Pro Playgrounds will proceed with the work and/or sales transaction.

_____/_____/_____
Signature Name / Title Date

Subtotal:

Sales Tax: (7.0%)

Total:

Terms and Conditions - Price valid for 30 days and subject to change. 1. If installation is not included with your purchase, client will be responsible for coordinating, receiving and unloading of all goods, delivery drivers will not help unload goods. 2. Client will be responsible to inspect goods for defect, damage or missing parts, any deficiency or missing parts must be noted on delivery slip. 3. Client will be responsible for costs due to cancelled or missed delivery appointments. 4. Client has reviewed all items, colors and descriptions on this quote for accuracy and correctness. 5. If quote includes installation of goods, the installation is subject to the terms and conditions of Pro Playgrounds "Standard Installation Agreement" a copy of which may be obtained from your Sales Representative.

1-800-573-7529 | www.proplaygrounds.com



Pro Playgrounds
8490 Cabin Hill Road
Tallahassee, FL 32311

Quote

Project Name
Eden Hills Amenity Area



Date	Estimate #
11/22/2021	13962

Customer / Bill To
Attn: Greg Jones Heath Construction & Management 346 E Central Avenue Winter Haven FL 33880

Ship To
Lake Alfred, FL 33850



WE WILL BEAT ANY PRICE BY 5%!

Item	Description	Qty	Cost	Total:
21-MSBR3-SM CLR	Wave Bike Rack, 3-Hump, Surface Mount Colors:BLACK	1	682.00	682.00
21-LINER 32-BL...	Plastic Liner - Black Color	8	70.00	560.00
21-DOME32 BL...	Plastic Dome Top for 32 Gallon Receptacles - Black Color	8	161.00	1,288.00
Shipping	Combined Shipping and Freight Charges	1	1,560.48	1,560.48
	SURFACING MATERIALS			
RMSKGS-UCBLK	Ground Smart - Natural Black Uncoated Playground Mulch - 2000lb Super Sack	25	328.00	8,200.00
APS-Border 8	APS-Border 8 - 8" Border Timber With Spike - Black	80	27.00	2,160.00
APS-ADAHalfRa...	APS-ADAHalfRamp - ADA Half Ramp - Black	2	445.00	890.00
Shipping	Combined Shipping and Freight Charges	1	2,594.17	2,594.17
	DOG PARK			
21-BARK-NVKIT	NOVICE BARKPARK KIT, 4 PIECES	1	4,803.74	4,803.74
21-PBARK-490	PET WASTE STATION - SQUARE RECEPTACLE, INGROUND (color choice: blue or green) (Choose sign option)	1	422.00	422.00
Shipping	Combined Shipping and Freight Charges	1	1,059.50	1,059.50
	LABOR, MATERIALS, INSTALLATION			

AGREED AND ACCEPTED:

If the above total price, scope of work, specifications, terms and conditions are acceptable, sign below indicating your acceptance and authorization for Pro Playgrounds to proceed with the work and/or sales transaction described in this quotation. Upon signature and payment in accordance with this quote, Pro Playgrounds will proceed with the work and/or sales transaction.

_____/_____/_____
Signature Name / Title Date

Subtotal:

Sales Tax: (7.0%)

Total:

Terms and Conditions - Price valid for 30 days and subject to change. 1. If installation is not included with your purchase, client will be responsible for coordinating, receiving and unloading of all goods, delivery drivers will not help unload goods. 2. Client will be responsible to inspect goods for defect, damage or missing parts, any deficiency or missing parts must be noted on delivery slip. 3. Client will be responsible for costs due to cancelled or missed delivery appointments. 4. Client has reviewed all items, colors and descriptions on this quote for accuracy and correctness. 5. If quote includes installation of goods, the installation is subject to the terms and conditions of Pro Playgrounds "Standard Installation Agreement" a copy of which may be obtained from your Sales Representative.

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Pro Playgrounds
8490 Cabin Hill Road
Tallahassee, FL 32311

Quote

Project Name
Eden Hills Amenity Area



Date	Estimate #
11/22/2021	13962

Customer / Bill To
Attn: Greg Jones Heath Construction & Management 346 E Central Avenue Winter Haven FL 33880

Ship To
Lake Alfred, FL 33850



WE WILL BEAT ANY PRICE BY 5%!

Item	Description	Qty	Cost	Total:
LBR	Labor and Installation play equipment, playground shade, Pool Shade, site furnishings, borders and surfacing, dog park	1	21,474.81	21,474.81
FBLOCK	Footer Blocks	75	2.00	150.00
RMC	Ready Mix Concrete 2500 PSI MIN	25	195.00	4,875.00
RBAR5	No. 5 Rebar	600	1.25	750.00
CC80	Concrete for Anchoring - Delivered Cost	75	8.40	630.00
GFAB	Weed Barrier	3,500	0.20	700.00
LPIN	Landscape pins for securing underlayment	2	55.00	110.00
ISPERMIT	PERMIT - STATE OF FLORIDA - COST NOT INCLUDED IN PRICE, COST SHALL BE \$2000 OR 5% OF TOTAL PROJECT COST, WHICHEVER IS GREATER. PRICE DOES NOT INCLUDE COST OF ENGINEERING OR SEALED DRAWINGS.	1	2,000.00	2,000.00

AGREED AND ACCEPTED:

If the above total price, scope of work, specifications, terms and conditions are acceptable, sign below indicating your acceptance and authorization for Pro Playgrounds to proceed with the work and/or sales transaction described in this quotation. Upon signature and payment in accordance with this quote, Pro Playgrounds will proceed with the work and/or sales transaction.

_____/_____/_____
Signature Name / Title Date

Subtotal: \$159,999.00

Sales Tax: (7.0%) \$0.00

Total: \$159,999.00

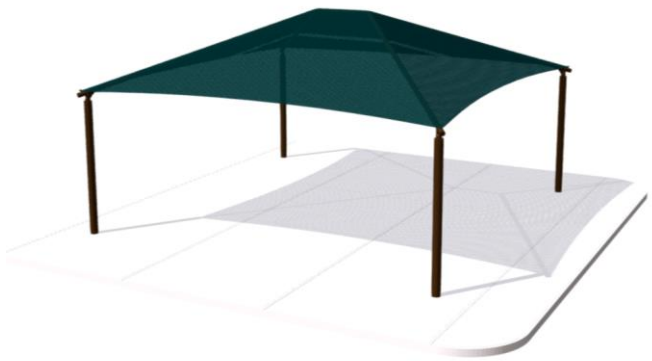


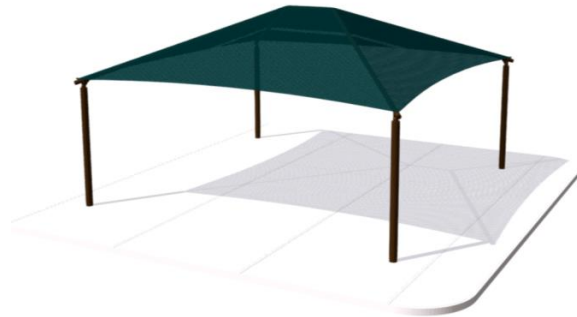




Terms and Conditions - Price valid for 30 days and subject to change. 1. If installation is not included with your purchase, client will be responsible for coordinating, receiving and unloading of all goods, delivery drivers will not help unload goods. 2. Client will be responsible to inspect goods for defect, damage or missing parts, any deficiency or missing parts must be noted on delivery slip. 3. Client will be responsible for costs due to cancelled or missed delivery appointments. 4. Client has reviewed all items, colors and descriptions on this quote for accuracy and correctness. 5. If quote includes installation of goods, the installation is subject to the terms and conditions of Pro Playgrounds "Standard Installation Agreement" a copy of which may be obtained from your Sales Representative.

EDEN HILLS AMENITIES AREA

PLAYGROUND EQUIPMENT

- 30’ X 30’ X 12’ Square Hip Shade Structure
 - Ditch Plains Play System- PKP010
 - 1-Bay- 2 Cantilevers Single Post Swing- PSW120
 - 20’ X 20’ X 8’ Square Hip Shade Structure
- 6’ Rectangle Picnic Table
 - 3 Hump Wave Bike Rack
 - (8) X 32- Gal Expanded Metal Standard Trash Receptacle
 - (6) X 6’ Standard Bench with Back

PLAYGROUND INFORMATION

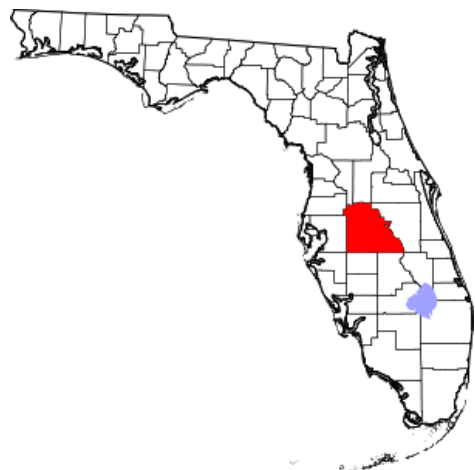
<div><div>SQUARE HIP SHADE STRUCTURE</div><div>Model: Square-Hip-End Quantity: 1 Size: 30’ X 30’ Entry Height: 12’</div><div></div></div>	<div><div>DITCH PLAINS PLAY SYSTEM</div><div>SKU: PKP010 Quantity: 1 Use Zone: 27’ 1” X 34’ 11” Age Group: 2 to 12 Years</div><div></div></div>	<div><div>1 BAY- 2 CANTILEVERS SINGLE POST SWING</div><div>SKU: PSW120 Quantity: 1</div><div></div></div>	<div><div>SQUARE HIP SHADE STRUCTURE</div><div>Model: Square-Hip-End Quantity: 1 Size: 20’ X 20’ Entry Height: 8’</div><div></div></div>
<div><div>6’ RECTANGLE PICNIC TABLE</div><div>Quantity: 1</div><div></div></div>	<div><div>3 HUMP WAVE BIKE RACK</div><div>Quantity: 1</div><div></div></div>	<div><div>32-GAL EXPANDED METAL STANDARD TRASH RECEPTACLE</div><div>Quantity: 8</div><div></div></div>	<div><div>6’ STANDARD BENCH WITH BACK</div><div>SKU: B6WBRCS Quantity: 6</div><div></div></div>



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PROJECT NAME:
EDEN HILLS
AMENITIES AREA

ADDRESS:
LAKE ALFRED,
FL 33850



REVISION:
2

DRAWN BY: MM

DATE: 12.06.2021

SHEET 1 OF 6

EDEN HILLS AMENITIES AREA

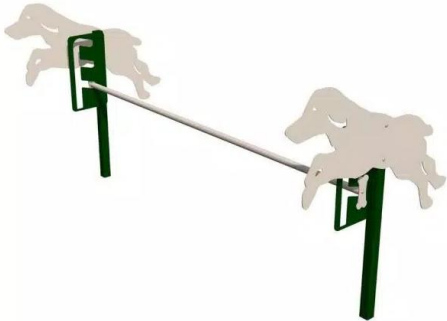
DOG PARK AND PLAYGROUND EQUIPMENT

- NOVICE Course- BARK-NVKIT
- Recycled Pet Waste Station- PBARK-433
- (2) X Sit and Stay Bench- PBARK-940S-P6
- Fort Moccasin Play system with Integrated Shade- KS128
- (2) X 32' X 16' Suspended Cantilever Shade structure

DOG PARK AND PLAYGROUND INFORMATION

NOVICE COURSE

Model: BARK-NVKIT
Items: Rover Jump Over-
Paws Table- Doggie Crawl-
Hoot Jump
Quantity: 1



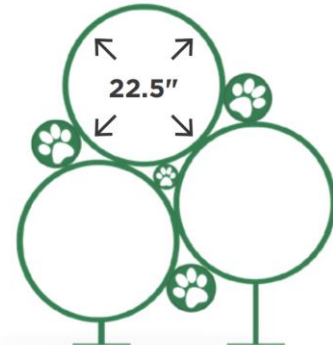
Rover Jump Over



Paws Table



Doggie Crawl



Hoot Jump

RECYCLED PET WASTE STATION

Model: PBARK-433
Quantity: 1
Use Zone: 29.25" X 27.25"



SIT & STAY BENCH

Model: PBARK-940S-P6
Quantity: 2



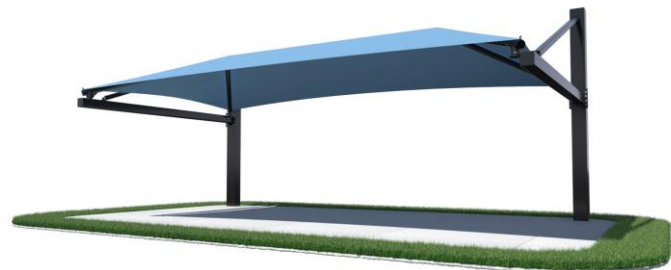
FORT MOCCASIN PLAY SYSTEM

SKU: KS128
Quantity: 1
Use Zone: 36' X 34'
Age Group: 5 to 12 Years



SUSPENDED CANTILEVER

Model: SUCA
Quantity: 2
Size: 32' X 16'
Entry Height: 10'



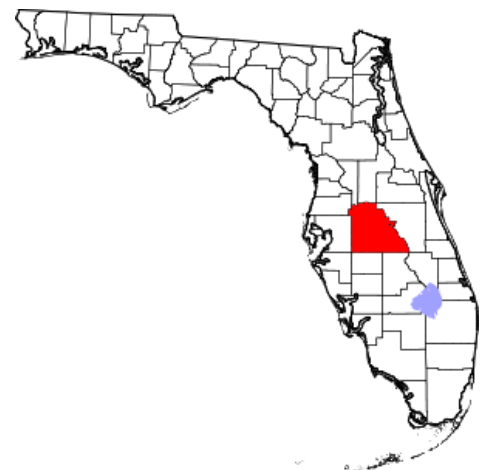
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PROJECT NAME:

EDEN HILLS
AMENITIES AREA

ADDRESS:

LAKE ALFRED,
FL 33850



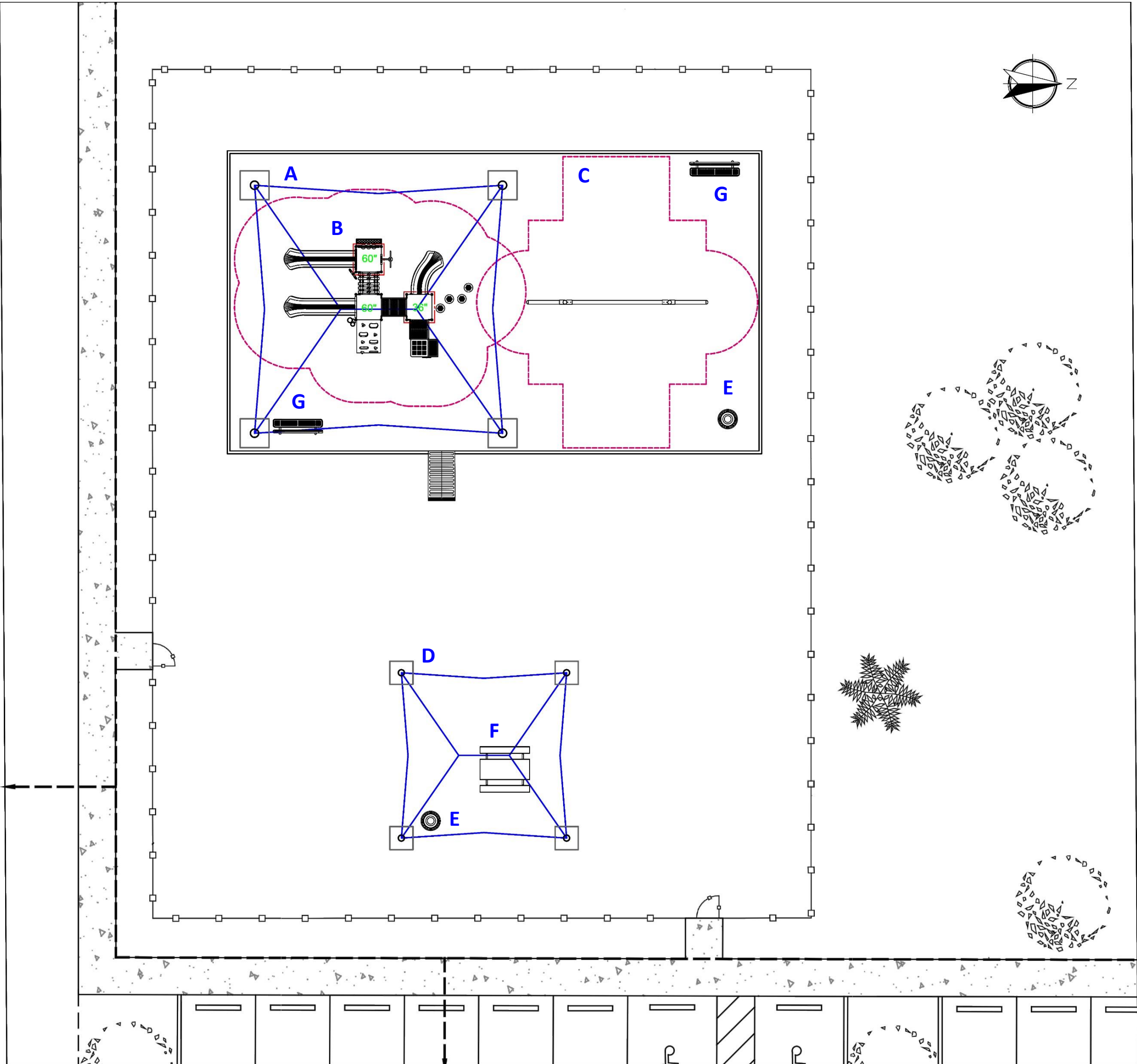
REVISION:
2

DRAWN BY: MM

DATE: 12.06.2021

SHEET 2 OF 6

EDEN HILLS AMENITIES AREA



PLAYGROUND EQUIPMENT

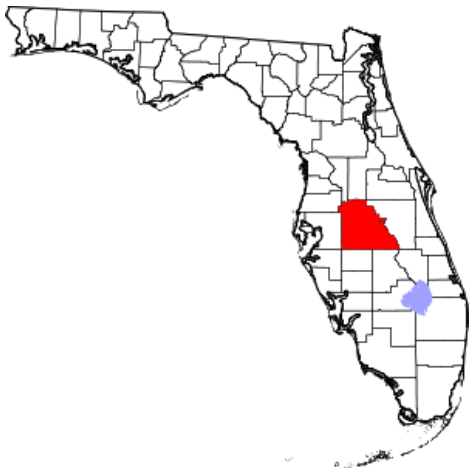
- 30' X 30' X 12' Square Hip Shade Structure (A)
- Ditch Plains Play System- PKP010 (B)
- 1-Bay- 2 Cantilevers Single Post Swing- PSW120 (C)
- 20' X 20' X 8' Square Hip Shade Structure (D)
- (2) X 32- Gal Expanded Metal Standard Trash Receptacle (E)
- 6' Rectangle Picnic Table (F)
- (2) X 6' Standard Bench with Back (G)



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PROJECT NAME:
EDEN HILLS
AMENITIES AREA

ADDRESS:
LAKE ALFRED,
FL 33850



TOTAL SURFACING
AREA:
2,304 SQ.FT.
(64' X 36')

REVISION:
2

DRAWN BY: MM

DATE: 12.06.2021

SHEET 3 OF 6

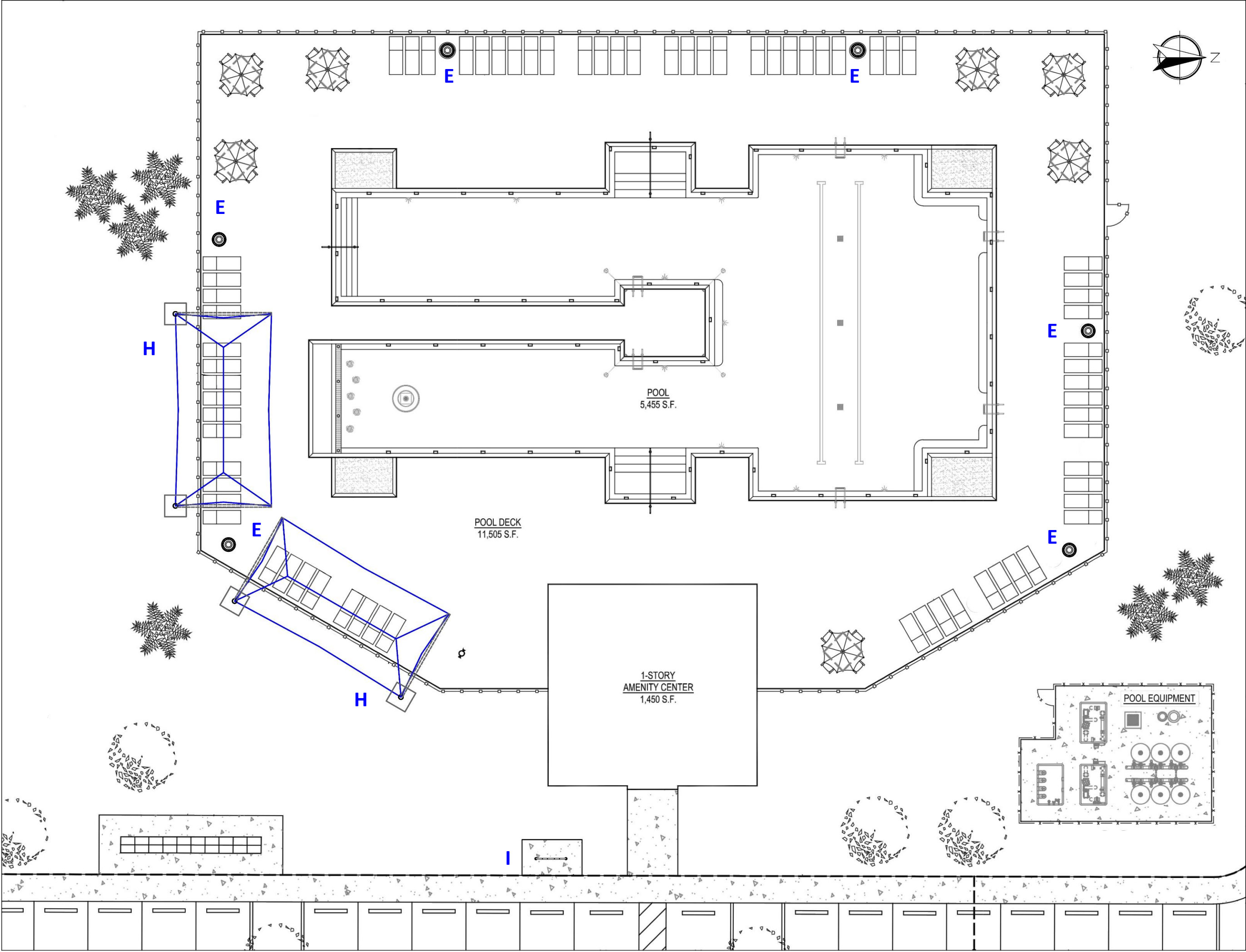
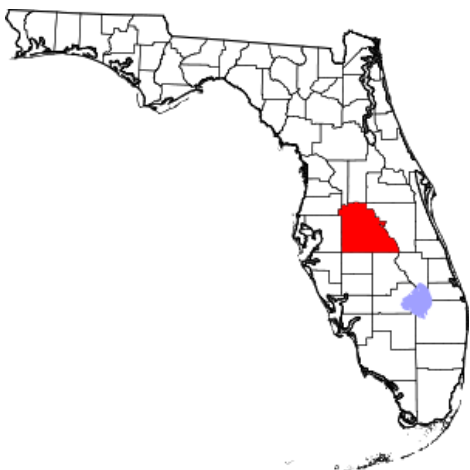
EDEN HILLS AMENITIES AREA



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www.proplaygrounds.com

PROJECT NAME:
EDEN HILLS
AMENITIES AREA

ADDRESS:
LAKE ALFRED,
FL 33850



POOL AREA EQUIPMENT

- (2) X 32' X 16' Suspended Cantilever Shade structure (H)
- (6) X 32- Gal Expanded Metal Standard Trash Receptacle (E)
- 3 Hump Wave Bike Rack (I)

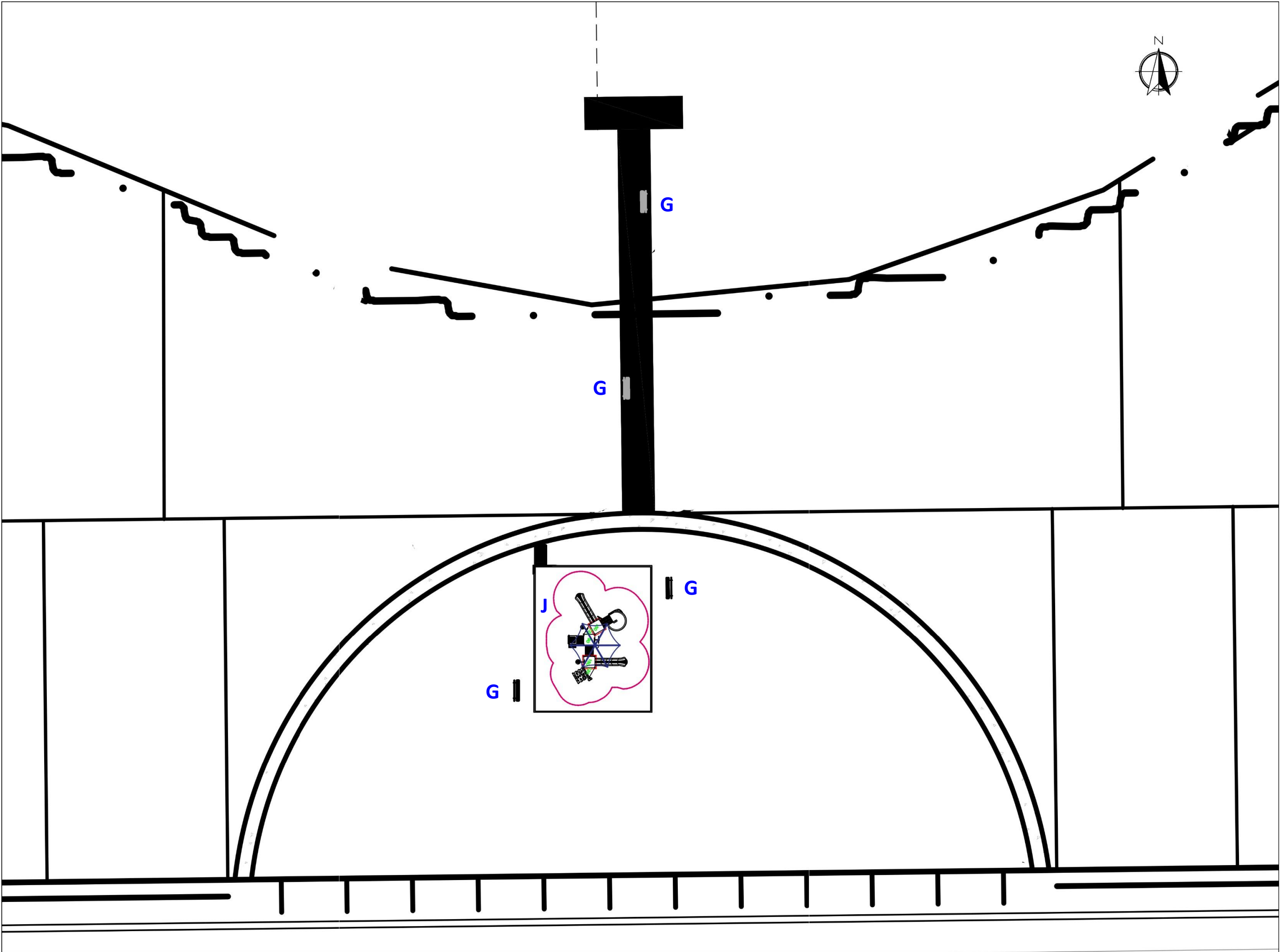
REVISION:
2

DRAWN BY: MM

DATE: 12.06.2021

SHEET 4 OF 6

EDEN HILLS AMENITIES AREA



PLAYGROUND EQUIPMENT

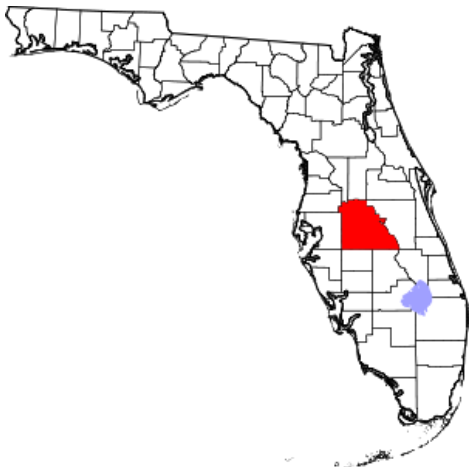
- Fort Moccasin Play system with Integrated Shade- KS128 (J)
- (4) X 6' Standard Bench with Back (G)



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PROJECT NAME:
EDEN HILLS
AMENITIES AREA

ADDRESS:
LAKE ALFRED,
FL 33850



TOTAL SURFACING
AREA:
1,280 SQ.FT.
(32' X 40')

REVISION:
2

DRAWN BY: MM

DATE: 12.06.2021

SHEET 5 OF 6

EDEN HILLS AMENITIES AREA



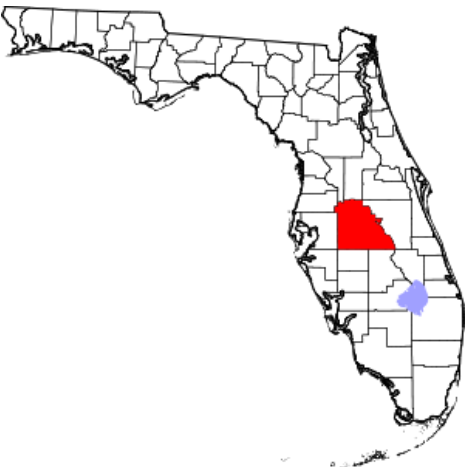
ProPlaygrounds, The Play
and Recreation Experts
1-800-573-PLAY
www.proplaygrounds.com

PROJECT NAME:

EDEN HILLS
AMENITIES AREA

ADDRESS:

LAKE ALFRED,
FL 33850



DOG PARK EQUIPMENT

- NOVICE Course- BARK-NVKIT (K)
- Recycled Pet Waste Station- PBARK-433 (L)
- (2) X Sit and Stay Bench- PBARK-940S-P6 (G)

REVISION:
2

DRAWN BY: MM

DATE: 12.06.2021

SHEET 6 OF 6

SECTION VII



Marsha M. Faux, CFA, ASA
POLK COUNTY PROPERTY APPRAISER
2022 Data Sharing and Usage Agreement

EDEN HILLS CDD

This Data Sharing and Usage Agreement, hereinafter referred to as “**Agreement**,” establishes the terms and conditions under which the **EDEN HILLS CDD**, hereinafter referred to as “**agency**,” can acquire and use Polk County Property Appraiser data that is exempt from Public Records disclosure as defined in [FS 119.071](#).

As of July 1, 2021, the Florida Public Records Exemptions Statute was amended as it relates to the publicly available records maintained by the county property appraiser and tax collector. As a result, exempt (aka confidential) parcels and accounts have been added back to our website and FTP data files. No owner names, mailing addresses, or official records (OR) books and pages of recorded documents related to these parcels/accounts, appear on the Property Appraiser’s website or in FTP data files. In addition, the Polk County Property Appraiser’s mapping site has been modified to accommodate the statutory change. See Senate Bill 781 for additional information.

For the purposes of this Agreement, all data is provided. It is the responsibility of the agency to apply all statutory guidelines relative to confidentiality.

The confidentiality of personal identifying information including: names, mailing address and OR Book and Pages owned by individuals that have received exempt / confidential status, hereinafter referred to as “**confidential data**,” **will be protected as follows:**

1. The **agency** will not release **confidential data** that may reveal identifying information of individuals exempted from Public Records disclosure.
2. The **agency** will not present the **confidential data** in the results of data analysis (including maps) in any manner that would reveal personal identifying information of individuals exempted from Public Records disclosure.
3. The **agency** shall comply with all state laws and regulations governing the confidentiality and exempt status of personal identifying and location information that is the subject of this Agreement.
4. The **agency** shall ensure any employee granted access to **confidential data** is subject to the terms and conditions of this Agreement.
5. The **agency** shall ensure any third party granted access to **confidential data** is subject to the terms and conditions of this Agreement. Acceptance of these terms must be provided in writing to the **agency** by the third party before personal identifying information is released.

The term of this Agreement shall commence on **January 1, 2022** and shall run until **December 31, 2022**, the date of signature by the parties notwithstanding. **This Agreement shall not automatically renew.** A new agreement will be provided annually to ensure all responsible parties are aware of and maintain the terms and conditions of this Data Sharing and Usage Agreement.

In witness of their agreement to the terms above, the parties or their authorized agents hereby affix their signatures.

POLK COUNTY PROPERTY APPRAISER

EDEN HILLS CDD

Signature: 

Signature: _____

Print: Marsha M. Faux CFA, ASA

Print: _____

Title: Polk County Property Appraiser

Title: _____

Date: December 1, 2021

Date: _____

Please email the signed agreement to pataxroll@polk-county.net.

SECTION VIII

CONTRACT AGREEMENT

This Agreement made and entered into on Friday, December 03, 2021 by and between the Eden Hills Community Development District, a local unit of special purpose government of the State of Florida hereinafter referred to as the 'Special District', and Marsha M. Faux, Polk County Property Appraiser, a Constitutional Officer of the State of Florida, whose address is 255 North Wilson Ave., Bartow, FL 33830, hereinafter referred to as the 'Property Appraiser'.

1. Section [197.3632](#) Florida Statutes, provides that special assessments of non-ad valorem taxes levied by the Special District may be included in the assessment rolls of the County and collected in conjunction with ad valorem taxes as assessed by the Property Appraiser. Pursuant to that option, the Property Appraiser and the Special District shall enter into an agreement providing for reimbursement to the Property Appraiser of administrative costs, including costs of inception and maintenance, incurred as a result of such inclusion.
2. The parties herein agree that, for the 2022 tax year assessment roll, the Property Appraiser will include on the assessment rolls such special assessments as are certified to her by the Eden Hills Community Development District.
3. The term of this Agreement shall commence on January 1, 2022 or the date signed below, whichever is later, and shall run until December 31, 2022, the date of signature by the parties notwithstanding. This Agreement shall not automatically renew.
4. The Special District shall meet all relevant requirements of Section [197.3632](#) & [190.021](#) Florida Statutes.
5. The Special District shall furnish the Property Appraiser with up-to-date data concerning its boundaries and proposed assessments, and other information as requested by the Property Appraiser to facilitate in administering the non-ad valorem assessment in question. Specifically, if assessments will be included on the 2022 TRIM Notice, the Special District shall provide **proposed assessments no later than Friday, July 15, 2022**. The Special District's assessments shall, as far as practicable, be uniform (e.g. one uniform assessment for maintenance, etc.) to facilitate the making of the assessments by the mass data techniques utilized by the Property Appraiser.
6. The Special District shall certify to the Property Appraiser the Special District's annual installment and levy **no later than Thursday, September 15, 2022**. The Property Appraiser shall, using the information provided by the Special District, place the Special District's non ad-valorem special assessments on properties within the district for inclusion on the 2022 tax roll.
7. The Property Appraiser shall be compensated by the Special District for the administrative costs incurred in carrying out this Agreement at the rate of 1% of the amount levied on the TRIM Notice or if the TRIM Notice is not used, the rate shall be 1% of the amount levied on the 2022 tax roll. For the TRIM Notice, the Property Appraiser will require **payment on or before Thursday, September 15, 2022** for processing within the Property Appraiser budget year (October 1st – September 30th).
8. If the actual costs of performing the services under this agreement exceed the compensation provided for in Paragraph 7, the amount of compensation shall be the actual costs of performing the services under this agreement.
9. If tax roll corrections are requested by the Special District, the Property Appraiser shall be compensated by the Special District for the administrative costs incurred at the rate of \$5.00 for each tax roll correction exceeding ten (10) corrections per tax year.

The Special District shall indemnify and hold harmless, to the extent permitted by Florida law and without waiving its right of any applicable sovereign immunity, the Property Appraiser and all respective officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the Property Appraiser and all respective officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the negligent or intentional acts or omissions of the Special District or its employees, agents, servants, partners, principals, or subcontractors arising out of, relating to, or resulting from the performance of the Agreement. The Special District shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Property Appraiser where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon.

EXECUTED By:

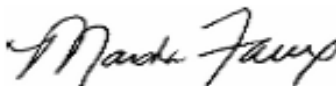
Special District Representative

Print name

Title

Date

Marsha M. Faux, CFA, ASA
Polk County Property Appraiser
By:



Marsha M. Faux, Property Appraiser

SECTION IX

RESOLUTION 2022-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE EDEN HILLS COMMUNITY DEVELOPMENT DISTRICT MAKING CERTAIN FINDINGS; WAIVING A PORTION OF RULE 1.3(1), RULES OF PROCEDURE; PROVIDING FOR REASONABLE NOTICE OF BOARD MEETINGS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the District’s Board of Supervisors (“Board”) holds public meetings, hearings, and workshops (together, “meetings”) for the purpose of conducting District business; and

WHEREAS, Section 189.015, *Florida Statutes*, requires that the District file quarterly, semiannually, or annually a schedule of its regular meetings with the local governing authority or authorities, and publish said notice in accordance with statutory requirements, and such regularly scheduled meetings are required to be listed on the District’s website by Section 189.069(2)(a), *Florida Statutes*; and

WHEREAS, Section 286.011(1), *Florida Statutes*, requires the District to provide reasonable notice of all meetings of its Board; and

WHEREAS, the District previously adopted Rule 1.3(1) of its Rules of Procedure providing, among other things, that “Except in emergencies, or as otherwise required by statute or these Rules, at least seven (7) days, but no more than thirty (30) days public notice shall be given of any public meeting, hearing or workshop of the Board,” and that “Public notice shall be given by publication in a newspaper of general circulation in the District and in the county in which the District is located”; and

WHEREAS, the Board finds that providing the published notice required by Section 189.015, *Florida Statutes*, together with posting meeting dates, times, and locations on the District’s website, constitutes reasonable notice for purposes of Section 286.011(1), *Florida Statutes*; and

WHEREAS, the Board accordingly finds that it is in the District’s best interests to waive the requirement of Rule 1.3(1) that published notice of meetings may not be published more than thirty (30) days before the meeting, and to set forth alternative minimum standards for reasonable notice of Board meetings.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF EDEN HILLS COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. RECITALS. The above stated recitals are true and correct and are hereby incorporated herein by reference.

SECTION 2. FINDINGS. The Board hereby finds providing the published notice required by Section 189.015, *Florida Statutes*, together with posting meeting dates, times, and locations on the District's website, constitutes reasonable notice for purposes of Section 286.011(1), *Florida Statutes*.

SECTION 3. WAIVER. The Board hereby waives the provision of Rule 1.3(1) of the District's Rules of Procedure that the required published notice of meetings may not be published more than thirty (30) days before the meeting. Publication of the quarterly, semiannual, or annual meeting notice as required by Section 189.015, *Florida Statutes*, is deemed to satisfy the requirement for published notice in Rule 1.3(1) of the District's Rules of Procedure for those meetings included in the quarterly, semiannual, or annual notice. This Resolution does not supersede any requirements of the Florida Statutes as to additional published notice required for any meeting or hearing of the District.

SECTION 4. REASONABLE NOTICE.

- A. **Regular meetings.** The District Manager is directed to (a) file quarterly, semiannually, or annually a schedule of its regular meetings with the local governing authority or authorities, and publish said notice in accordance with statutory requirements; (b) post the date, time, and location of all regular meetings on the District's website at least seven (7) days prior to each meeting; and (c) take any other actions as are reasonable under the circumstances to provide notice of meetings.
- B. **Special meetings.** For any meeting not included in the quarterly, semiannual, or annual notice, the District Manager is directed to (a) publish an additional notice at least seven (7) days before said meeting in the manner specified in Rule 1.3(1), and (b) post the date, time, and location on the District's website at least seven (7) days prior to each meeting, and (c) take any other actions as are reasonable under the circumstances to provide notice of meetings.
- C. **Statutorily required notice.** Where the Florida Statutes require published notice of certain meetings or hearings, including but not limited to budget hearings, assessment hearings, rulemaking hearings, and others, the District Manager is directed to strictly comply with such requirements.

SECTION 5. SEVERABILITY. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 6. EFFECTIVE DATE. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 12th day of January 2022.

ATTEST:

**EDEN HILLS COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

SECTION X



Berger, Toombs, Elam, Gaines & Frank

Certified Public Accountants PL

600 Citrus Avenue
Suite 200
Fort Pierce, Florida 34950

772/461-6120 // 461-1155
FAX: 772/468-9278

September 16, 2021

Eden Hills Community Development District
Governmental Management Services
6200 Lee Vista Blvd, Suite 300
Orlando, FL 32822

The Objective and Scope of the Audit of the Financial Statements

You have requested that we audit the financial statements of Eden Hills Community Development District, which comprise governmental activities and each major fund as of and for the year ended September 30, 2021 which collectively comprise the basic financial statements. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter for the year ending September 30, 2021.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users made on the basis of these financial statements. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

The Responsibilities of the Auditor

We will conduct our audit in accordance with (GAAS). Those standards require that we comply with applicable ethical requirements. As part of an audit in accordance with GAAS, we exercise professional judgement and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion.

Fort Pierce / Stuart

Member AICPA

Member AICPA Division for CPA Firms
Private Companies practice Section

Member FICPA



Eden Hills Community Development District
September 16, 2021
Page 2

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for the reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS.

We will maintain our independence in accordance with the standards of the American Institute of Certified public Accountants.



Eden Hills Community Development District
September 16, 2021
Page 3

The Responsibilities of Management and Identification of the Applicable Financial Reporting Framework

Management is responsible for:

1. Identifying and ensuring that the District complies with the laws and regulations applicable to its activities, and for informing us about all known violations of such laws or regulations, other than those that are clearly inconsequential;
2. The design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the District involving management, employees who have significant roles in internal control, and others where the fraud could have a material effect on the financial statements; and
3. Informing us of its knowledge of any allegations of fraud or suspected fraud affecting the District received in communications from employees, former employees, analysts, regulators, short sellers, vendors, customers or others.

The Board is responsible for informing us of its views about the risks of fraud within the entity, and its knowledge of any fraud or suspected fraud affecting the entity.

Our audit will be conducted on the basis that management acknowledges and understands that it has responsibility:

1. To evaluate subsequent events through the date the financial statements are issued or available to be issued, and to disclose the date through which subsequent events were evaluated in the financial statements. Management also agrees that it will not conclude on subsequent events earlier than the date of the management representation letter referred to below;
2. For the design, implementation and maintenance of internal control relevant to the preparations of fair presentation of financial statements that are free from material misstatement, whether due to fraud or error; and
3. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements including information relevant to disclosures;
 - b. Draft financial statements, including information relevant to their preparation and fair presentation, when needed to allowed for the completion of the audit in accordance with the proposed timeline;



Eden Hills Community Development District
September 16, 2021
Page 4

- c. Additional information that we may request from management for the purpose of the audit; and
- d. Unrestricted access to persons within the District from whom we determine it necessary to obtain audit evidence.

As part of our audit process, we will request from management written confirmation concerning representations made to us in connection with the audit, including among other items:

- 1. That management has fulfilled its responsibilities as set out in the terms of this arrangement letter; and
- 2. That it believes the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

Reporting

We will issue a written report upon completion of our audit of Eden Hills Community Development District's financial statements. Our report will be addressed to the Board of Eden Hills Community Development District. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

Records and Assistance

During the course of our engagement, we may accumulate records containing data that should be reflected in the Eden Hills Community Development District books and records. The District will determine that all such data, if necessary, will be so reflected. Accordingly, the District will not expect us to maintain copies of such records in our possession.

The assistance to be supplied, including the preparation of schedules and analyses of accounts, has been discussed and coordinated with Katie Costa. The timely and accurate completion of this work is an essential condition to our completion of the audit and issuance of our audit report.

Other Relevant Information

In accordance with Government Auditing Standards, a copy of our most recent peer review report has been provided to you, for your information.

Either party may unilaterally terminate this agreement, with or without cause, upon sixty (60) days written notice subject to the condition that the District will pay all invoices for services rendered prior to the date of termination.



Eden Hills Community Development District
September 16, 2021
Page 5

Fees, Costs and Access to Workpapers

Our fees for the services described above are based upon the value of the services performed and the time required by the individuals assigned to the engagement, plus direct expenses. Invoices for fees will be submitted in sufficient detail to demonstrate compliance with the terms of this engagement. Billings are due upon submission. Our fee for the services described in this letter for the year ending September 30, 2021 will not exceed \$2,875, unless the scope of the engagement is changed, the assistance which Eden Hills Community Development District has agreed to furnish is not provided, or unexpected conditions are encountered, in which case we will discuss the situation with you before proceeding. All other provisions of this letter will survive any fee adjustment.

In the event we are requested or authorized by Eden Hills Community Development District or are required by government regulation, subpoena, or other legal process to produce our documents or our personnel as witnesses with respect to our engagement for Eden Hills Community Development District, Eden Hills Community Development District will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests.

The audit documentation for this engagement is the property of Berger, Toombs, Elam, Gaines, & Frank and constitutes confidential information. However, you acknowledge and grant your assent that representatives of the cognizant or oversight agency or their designee, other government audit staffs, and the U.S. Government Accountability Office shall have access to the audit documentation upon their request and that we shall maintain the audit documentation for a period of at least three years after the date of the report, or for a longer period if we are requested to do so by the cognizant or oversight agency.

Access to requested documentation will be provided under the supervision of Berger, Toombs, Elam, Gaines, & Frank audit personnel and at a location designated by our Firm.



Eden Hills Community Development District
September 16, 2021
Page 6

Information Security – Miscellaneous Terms

Berger, Toombs, Elam, Gaines & Frank is committed to the safe and confidential treatment of Eden Hills Community Development District's proprietary information. Berger, Toombs, Elam, Gaines & Frank is required to maintain the confidential treatment of client information in accordance with relevant industry professional standards which govern the provision of services described herein. Eden Hills Community Development District agrees that it will not provide Berger, Toombs, Elam, Gaines & Frank with any unencrypted electronic confidential or proprietary information, and the parties agree to utilize commercially reasonable measures to maintain the confidentiality of Eden Hills Community Development District's information, including the use of collaborate sites to ensure the safe transfer of data between the parties.

If any term or provision of this arrangement letter is determined to be invalid or unenforceable, such term or provision will be deemed stricken and all other terms and provisions will remain in full force and effect.

Because Berger, Toombs, Elam, Gaines & Frank will rely on Eden Hills Community Development District and its management and Board of Supervisors to discharge the foregoing responsibilities, Eden Hills Community Development District holds harmless and releases Berger, Toombs, Elam, Gaines & Frank, its partners, and employees from all claims, liabilities, losses and costs arising in circumstances where there has been a known misrepresentation by a member of Eden Hills Community Development District's management, which has caused, in any respect, Berger, Toombs, Elam, Gaines & Frank's breach of contract or negligence. This provision shall survive the termination of this arrangement for services.

This letter constitutes the complete and exclusive statement of agreement between Berger, Toombs, Elam, Gaines, & Frank and Eden Hills Community Development District, superseding all proposals, oral or written, and all other communications, with respect to the terms of the engagement between the parties.



Berger, Toombs, Elam,
Gaines & Frank
Certified Public Accountants PL

Eden Hills Community Development District
September 16, 2021
Page 7

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements including our respective responsibilities.

Sincerely,

*Berger Toombs Elam
Gaines & Frank*

BERGER, TOOMBS, ELAM, GAINES & FRANK
J. W. Gaines, CPA

Confirmed on behalf of the addressee:



Judson B. Baggett
MBA, CPA, CVA, Partner
Marci Reutimann
CPA, Partner

6815 Dairy Road
Zephyrhills, FL 33542
(813) 788-2155
(813) 782-8606

Report on the Firm's System of Quality Control

To the Partners

October 30, 2019

Berger, Toombs, Elam, Gaines & Frank, CPAs, PL
and the Peer Review Committee of the Florida Institute of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of Berger, Toombs, Elam, Gaines & Frank, CPAs, PL, (the firm), in effect for the year ended May 31, 2019. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control, and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including a compliance audit under the Single Audit Act.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Berger, Toombs, Elam, Gaines & Frank, CPAs, PL, in effect for the year ended May 31, 2019, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. Berger, Toombs, Elam, Gaines & Frank, CPAs, PL has received a peer review rating of *pass*.

Baggett, Reutimann & Associates, CPAs, PA
BAGGETT, REUTIMANN & ASSOCIATES, CPAs, PA
Signed Electronically by Baggett, Reutimann & Associates, CPAs, PA. U.S. 18161 email jdb@baggettand.com

**ADDENDUM TO ENGAGEMENT LETTER BETWEEN BERGER, TOOMBS,
ELAM, GAINES AND FRANK AND EDEN HILLS COMMUNITY
DEVELOPMENT DISTRICT
(DATED SEPTEMBER 16, 2021)**

Public Records. Auditor shall, pursuant to and in accordance with Section 119.0701, Florida Statutes, comply with the public records laws of the State of Florida, and specifically shall:

- a. Keep and maintain public records required by the District to perform the services or work set forth in this Agreement; and
- b. Upon the request of the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; and
- c. Ensure that public records that 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 completion of the Agreement if the Auditor does not transfer the records to the District; and
- d. Upon completion of the Agreement, transfer, at no cost to the District, all public records in possession of the Auditor or keep and maintain public records required by the District to perform the service or work provided for in this Agreement. If the Auditor transfers all public records to the District upon completion of the Agreement, the Auditor shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Auditor keeps and maintains public records upon completion of the Agreement, the Auditor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

Auditor acknowledges that any requests to inspect or copy public records relating to this Agreement must be made directly to the District pursuant to Section 119.0701(3), Florida Statutes. If notified by the District of a public records request for records not in the possession of the District but in possession of the Auditor, the Auditor shall provide such records to the District or allow the records to be inspected or copied within a reasonable time. Auditor acknowledges that should Auditor fail to provide the public records to the District within a reasonable time, Auditor may be subject to penalties pursuant to Section 119.10, Florida Statutes.

IF THE AUDITOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AUDITOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT/CONTRACT, THE AUDITOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE DISTRICT AT:

**GMS-CF, LLC
6200 LEE VISTA BLVD, SUITE 300
ORLANDO, FL 32822
TELEPHONE: 407-841-5524
EMAIL: JBURNS@GMSCF.COM**

Auditor: J.W. Gaines

District: Eden Hills CDD

By: _____

By: _____

Title: Director

Title: _____

Date: September 16, 2021

Date: _____

SECTION XI



Dewberry Engineers Inc. | 407.843.5120
800 N. Magnolia Ave, Suite 1000 | 407.649.8664 fax
Orlando, FL 32803 | www.dewberry.com

Sent Via Email: jburns@gmscfl.com

July 30, 2021

Ms. Jillian Burns
District Manager
Eden Hills Community Development District
c/o Governmental Management Services
219 East Livingston Street
Orlando, Florida 32801

**Subject: Proposal to Provide Professional Consulting Services
Eden Hills Community Development District
District Engineering Services
Polk County, Florida**

Dear Ms. Burns:

Dewberry Engineers Inc. is pleased to submit this Proposal to Provide Professional Consulting Services for the Eden Hills Community Development District (District). The project is located in the unincorporated area of Polk County, Florida.

With this information in mind, we propose the following tasks and corresponding fees:

I. General Engineering Services

The District will engage the services of Dewberry Engineers Inc. (Engineer) as District Engineer to perform those services as necessary, pursuant to the Professional Engineering Services Agreement, including attendance at Board of Supervisors meetings, preparation of reports and applications, review and approval of requisitions, or other activities as directed by the District's Board of Supervisors.

Our fee for this task will be based on time and materials, in accordance with the Professional Engineering Services Agreement. We estimate a budget of \$10,000, plus other direct costs.

II. Other Direct Costs

Other direct costs include items such as printing, drawings, travel, deliveries, et cetera. This does not include any of the application fees for the various agencies, which are the owner's responsibility and have not been accounted for in this proposal. We estimate a budget of \$100.

Ms. Jillian Burns
Eden Hills CDD
Work Authorization 2021-1
July 30, 2021

This proposal, together with the Standards Terms and Conditions, represents the entire understanding between the Eden Hills Community Development District and Dewberry Engineers Inc. with regard to the referenced project. If you wish to accept this proposal, please sign where indicated and return one complete copy to Aimee Powell, Administrative Assistant in our Orlando office at 800 N. Magnolia Avenue, Suite 1000, Orlando, Florida 32803 (or via email at apowell@dewberry.com). Upon receipt, we will promptly schedule our services.

Thank you for choosing Dewberry Engineers Inc. We look forward to working with you and your staff.

Sincerely,



Reinardo Malavé, P.E.
Associate Vice President

RM:ap

M:\Proposals - Public\Municipal\Eden Hills CDD\District Engineering Services - 07-30-2021
Enclosures

APPROVED AND ACCEPTED

By: 
Authorized Representative of
Eden Hills Community Development District

Date: 10/28/21

SECTION XII

SECTION C

SECTION 1

Eden Hills

Community Development District

Summary of Checks

August 30, 2021 to January 4, 2022

Bank	Date	Check No.'s	Amount
General Fund	9/8/21	116-119	\$ 3,868.43
	9/13/21	120-121	\$ 8,200.63
	9/29/21	122-127	\$ 13,420.79
	10/12/21	128-129	\$ 914.76
	11/15/21	130-133	\$ 7,007.05
	12/1/21	134-138	\$ 11,214.25
	12/14/21	139-140	\$ 4,593.34
			<hr/> \$ 49,219.25
			<hr/> \$ 49,219.25

AP300R	YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER										RUN	1/05/22	PAGE	1
*** CHECK DATES 08/30/2021 - 01/04/2022 ***														
GENERAL FUND														
BANK A GENERAL FUND														

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
9/08/21	00007	5/31/21 122925	202104 310-51300-49100		*	2,747.23	
		8/27/21 124805	202107 310-51300-31500		*	521.20	
		GEN COUNSEL/MTHLY MEETING					
		HOPPING GREEN & SAMS					3,268.43 000116
9/08/21	00016	8/11/21 JF081120	202108 310-51300-11000		*	200.00	
		SUPERVISOR FEES 08/11/21					
		JUSTIN FRYE					200.00 000117
9/08/21	00002	8/11/21 MC081120	202108 310-51300-11000		*	200.00	
		SUPERVISOR FEES 08/11/21					
		LAUREN SCHWENK					200.00 000118
9/08/21	00001	8/11/21 RH081120	202108 310-51300-11000		*	200.00	
		SUPERVISOR FEES 08/11/21					
		RENNIE HEATH					200.00 000119
9/13/21	00008	9/01/21 29	202109 310-51300-34000		*	2,916.67	
		MANAGEMENT FEES - SEP 21					
		9/01/21 29	202109 310-51300-35100		*	100.00	
		INFORMATION TECH - SEP 21					
		9/01/21 29	202109 310-51300-31300		*	416.67	
		DISSEMINATION SVCS-SEP 21					
		9/01/21 29	202109 310-51300-51000		*	.24	
		OFFICE SUPPLIES					
		9/01/21 29	202109 310-51300-42000		*	40.09	
		POSTAGE					
		9/01/21 29	202109 310-51300-42500		*	12.45	
		COPIES					
		GOVERNMENTAL MANAGEMENT SERVICES					3,486.12 000120
9/13/21	00023	9/08/21 276	202108 310-51300-31500		*	4,714.51	
		PREP.ATND.MTG/AGDA/EASMNT					
		KE LAW GROUP, PLLC					4,714.51 000121
9/29/21	00006	9/10/21 14264	202109 300-15500-10000		*	5,175.00	
		FY22 INSURANCE POLICY					
		EGIS INSURANCE ADVISORS, LLC					5,175.00 000122
9/29/21	00008	9/17/21 30	202109 300-15500-10000		*	5,000.00	
		ASSESSMENT ROLL - FY 22					
		GOVERNMENTAL MANAGEMENT SERVICES					5,000.00 000123
9/29/21	00016	9/08/21 JF090820	202109 310-51300-11000		*	200.00	
		SUPERVISOR FEES 09/08/21					
		JUSTIN FRYE					200.00 000124
		EDEN EDEN HILLS					
		KCOSTA					

AP300R		YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER										RUN	1/05/22	PAGE	2	
*** CHECK DATES		08/30/2021 - 01/04/2022 ***		GENERAL FUND												
		BANK A GENERAL FUND														

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
9/29/21	00022	8/31/21 4038834	202108 310-51300-48000	UNIF.METHOD/MTG/ENG.SVCS	*	2,645.79	
				LOCAL IQ			2,645.79 000125
9/29/21	00002	9/08/21 LS090820	202109 310-51300-11000	SUPERVISOR FEES 09/08/21	*	200.00	
				LAUREN SCHWENK			200.00 000126
9/29/21	00005	9/08/21 MC090820	202109 310-51300-11000	SUPERVISOR FEES 09/08/21	*	200.00	
				MATTHEW CASSIDY			200.00 000127
10/12/21	00009	10/01/21 85495	202110 310-51300-54000	SPECIAL DISTRICT FEE FY22	*	175.00	
				DEPARTMENT OF ECONOMIC OPPORTUNITY			175.00 000128
10/12/21	00023	10/05/21 381	202109 310-51300-31500	PREP/ATTEND MTG/MEAL/TOLL	*	739.76	
				KE LAW GROUP, PLLC			739.76 000129
11/15/21	00008	10/01/21 31	202110 310-51300-34000	MANAGEMENT FEES - OCT 21	*	3,004.17	
		10/01/21 31	202110 310-51300-35200	WEBSITE MANAGEMENT-OCT 21	*	100.00	
		10/01/21 31	202110 310-51300-35100	INFORMATION TECH - OCT 21	*	150.00	
		10/01/21 31	202110 310-51300-31300	DISSEMINATION SVCS-OCT 21	*	416.67	
		10/01/21 31	202110 310-51300-51000	OFFICE SUPPLIES	*	2.65	
		10/01/21 31	202110 310-51300-42000	POSTAGE	*	63.71	
		10/01/21 31	202110 310-51300-42500	COPIES	*	1.20	
				GOVERNMENTAL MANAGEMENT SERVICES			3,738.40 000130
11/15/21	00022	9/30/21 00040954	202109 310-51300-48000	NOT OF BOS MEETING	*	287.40	
				LOCAL IQ			287.40 000131
11/15/21	00024	9/17/21 4509	202109 320-53800-46200	BUSH HOGGING/CLEANUP	*	1,950.00	
		10/01/21 4618	202110 320-53800-46200	CLEANUP COMM.AREA/RET.PDS	*	850.00	
				PRINCE & SONS, INC.			2,800.00 000132

EDEN EDEN HILLS	KCOSTA
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*** CHECK DATES 08/30/2021 - 01/04/2022 ***

GENERAL FUND
BANK A GENERAL FUND

CHECK DATE	VEND#INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNTCHECK.... AMOUNT #
11/15/21	00017	9/10/21 1212	202109 310-51300-31100	ENGINEERING SVC - SEP 21	*	181.25	
				WOOD & ASSOCIATES ENGINEERING LLC			181.25 000133
12/01/21	00007	6/30/21 123635	202105 310-51300-49100	BOUNDARY AMENDMENT-MAY 21	*	6,124.61	
		7/26/21 123995	202106 310-51300-49100	BOUNDARY AMENDMENT JUN 21	*	680.65	
		8/31/21 124915	202107 310-51300-49100	BOUNDARY AMENDMENT	*	966.67	
				HOPPING GREEN & SAMS			7,771.93 000134
12/01/21	00023	11/12/21 684	202110 310-51300-31500	CONFER/EASEMENT/RVW PH 2B	*	528.50	
				KE LAW GROUP, PLLC			528.50 000135
12/01/21	00022	10/31/21 4156934	202110 310-51300-48000	NOT.OF MEETING DATES FY22	*	335.30	
		10/31/21 4156934	202110 310-51300-48000	NOT.LNDOWNR MTG/ELECTIONS	*	996.32	
				LOCAL IQ			1,331.62 000136
12/01/21	00024	11/12/21 4879	202111 320-53800-46200	CLEANUP COMM.AREA/RET PDS	*	850.00	
				PRINCE & SONS, INC.			850.00 000137
12/01/21	00010	5/31/21 1047064	202105 310-51300-48000	LEGAL ADVERTISNG-LH354084	*	732.20	
				THE LEDGER/NEWS CHIEF			732.20 000138
12/14/21	00008	11/01/21 32	202111 310-51300-34000	MANAGEMENT FEES - NOV 21	*	3,004.17	
		11/01/21 32	202111 310-51300-35200	WEBSITE MANAGEMENT-NOV 21	*	100.00	
		11/01/21 32	202111 310-51300-35100	INFORMATION TECH - NOV 21	*	150.00	
		11/01/21 32	202111 310-51300-31300	DISSEMINATION SVCS-NOV 21	*	416.67	
				GOVERNMENTAL MANAGEMENT SERVICES			3,670.84 000139
12/14/21	00023	12/06/21 794	202111 310-51300-31500	PREP.ATND.MTG.AGDA.CONFER	*	922.50	
				KE LAW GROUP, PLLC			922.50 000140
TOTAL FOR BANK A						49,219.25	
EDEN EDEN HILLS				KCOSTA			

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
TOTAL FOR REGISTER						49,219.25	

EDEN EDEN HILLS KCOSTA

SECTION 2

Eden Hills
Community Development District

Unaudited Financial Reporting
November 30, 2021



Table of Contents

1	Balance Sheet
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4	Debt Service Fund Series 2020
5	Capital Projects Fund Series 2020
6-7	Month to Month
8	Long Term Debt Report

Eden Hills
Community Development District
Combined Balance Sheet
November 30, 2021

	<i>General Fund</i>	<i>Debt Service Fund</i>	<i>Capital Projects Fund</i>	<i>Totals Governmental Funds</i>
Assets:				
<u>Cash:</u>				
Operating Account	\$ 21,040	\$ -	\$ -	\$ 21,040
Capital Projects Account	\$ -	\$ -	\$ 13,281	\$ 13,281
<u>Investments:</u>				
<u>Series 2020</u>				
Reserve	\$ -	\$ 86,038	\$ -	\$ 86,038
Revenue	\$ -	\$ 911	\$ -	\$ 911
Due from Developer	\$ -	\$ -	\$ 14,985	\$ 14,985
Total Assets	\$ 21,040	\$ 86,948	\$ 28,266	\$ 136,254
Liabilities:				
Accounts Payable	\$ 15,808	\$ -	\$ -	\$ 15,808
Contracts Payable	\$ -	\$ -	\$ 197,672	\$ 197,672
Total Liabilities	\$ 15,808	\$ -	\$ 197,672	\$ 213,480
Fund Balance:				
Restricted for:				
Debt Service - Series 2020	\$ -	\$ 86,948	\$ -	\$ 86,948
Capital Projects - Series 2020	\$ -	\$ -	\$ (169,406)	\$ (169,406)
Unassigned	\$ 5,232	\$ -	\$ -	\$ 5,232
Total Fund Balances	\$ 5,232	\$ 86,948	\$ (169,406)	\$ (77,226)
Total Liabilities & Fund Balance	\$ 21,040	\$ 86,948	\$ 28,266	\$ 136,254

Eden Hills
Community Development District
General Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending November 30, 2021

	Adopted	Prorated Budget	Actual	
	Budget	Thru 11/30/21	Thru 11/30/21	Variance

Revenues:

Assessments - Tax Roll	\$ 106,500	\$ -	\$ -	\$ -
Developer Contributions	\$ 217,767	\$ -	\$ -	\$ -
Total Revenues	\$ 324,267	\$ -	\$ -	\$ -

Expenditures:

General & Administrative:

Supervisor Fees	\$ 12,000	\$ 2,000	\$ -	\$ 2,000
Engineering	\$ 20,000	\$ 3,333	\$ -	\$ 3,333
Attorney	\$ 30,000	\$ 5,000	\$ 1,451	\$ 3,549
Annual Audit	\$ 7,250	\$ -	\$ -	\$ -
Assessment Administration	\$ 5,000	\$ 5,000	\$ 5,000	\$ -
Arbitrage	\$ 900	\$ -	\$ -	\$ -
Dissemination	\$ 6,000	\$ 1,000	\$ 833	\$ 167
Trustee Fees	\$ 7,100	\$ -	\$ -	\$ -
Management Fees	\$ 36,050	\$ 6,008	\$ 6,008	\$ (0)
Information Technology	\$ 1,800	\$ 300	\$ 300	\$ -
Website Technology	\$ 1,200	\$ 200	\$ 200	\$ -
Telephone	\$ 250	\$ 42	\$ -	\$ 42
Postage & Delivery	\$ 850	\$ 142	\$ 64	\$ 78
Insurance	\$ 5,500	\$ 5,500	\$ 5,175	\$ 325
Printing & Binding	\$ 1,000	\$ 167	\$ 1	\$ 165
Legal Advertising	\$ 10,000	\$ 1,667	\$ 1,332	\$ 335
Other Current Charges	\$ 2,800	\$ 467	\$ 66	\$ 401
Office Supplies	\$ 500	\$ 83	\$ 3	\$ 81
Travel Per Diem	\$ 550	\$ 92	\$ -	\$ 92
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ 175	\$ -
Total General & Administrative	\$ 148,925	\$ 31,175	\$ 20,608	\$ 10,567

Eden Hills
Community Development District
General Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending November 30, 2021

	Adopted	Prorated Budget	Actual	
	Budget	Thru 11/30/21	Thru 11/30/21	Variance
<u>Operations & Maintenance</u>				
Field Expenditures				
Property Insurance	\$ 12,000	\$ 12,000	\$ -	\$ 12,000
Field Management	\$ 15,000	\$ 2,500	\$ -	\$ 2,500
Landscape Maintenance	\$ 40,500	\$ 6,750	\$ 1,700	\$ 5,050
Landscape Replacement	\$ 7,500	\$ 1,250	\$ -	\$ 1,250
Streetlights	\$ 8,000	\$ 1,333	\$ -	\$ 1,333
Electric	\$ 20,000	\$ 3,333	\$ 1,330	\$ 2,003
Water & Sewer	\$ 12,000	\$ 2,000	\$ -	\$ 2,000
Sidewalk & Asphalt Maintenance	\$ 500	\$ 83	\$ -	\$ 83
Irrigation Repairs	\$ 2,500	\$ 417	\$ -	\$ 417
General Repairs & Maintenance	\$ 5,000	\$ 833	\$ -	\$ 833
Contingency	\$ 2,500	\$ 417	\$ -	\$ 417
Subtotal Field Expenditures	\$ 125,500	\$ 30,917	\$ 3,030	\$ 27,886
Amenity Expenditures				
Amenity - Electric	\$ 6,000	\$ -	\$ -	\$ -
Amenity - Water	\$ 1,458	\$ -	\$ -	\$ -
Playground Lease	\$ 16,750	\$ -	\$ -	\$ -
Internet	\$ 1,250	\$ -	\$ -	\$ -
Pest Control	\$ 300	\$ -	\$ -	\$ -
Janitorial Service	\$ 2,000	\$ -	\$ -	\$ -
Security Services	\$ 3,125	\$ -	\$ -	\$ -
Pool Maintenance	\$ 4,792	\$ -	\$ -	\$ -
Amenity Repairs & Maintenance	\$ 2,083	\$ -	\$ -	\$ -
Contingency	\$ 2,083	\$ -	\$ -	\$ -
Subtotal Amenity Expenditures	\$ 39,842	\$ -	\$ -	\$ -
Total Operations & Maintenance	\$ 165,342	\$ 30,917	\$ 3,030	\$ 27,886
Total Expenditures	\$ 314,267	\$ 62,092	\$ 23,638	\$ 38,454
Excess (Deficiency) of Revenues over Expenditures	\$ 10,000	\$ (62,092)	\$ (23,638)	\$ (38,454)
<u>Other Financing Sources/(Uses):</u>				
Transfer In/(Out)	\$ (10,000)	\$ -	\$ -	\$ -
Total Other Financing Sources/(Uses)	\$ (10,000)	\$ -	\$ -	\$ -
Net Change in Fund Balance	\$ -		\$ (23,638)	
Fund Balance - Beginning	\$ -		\$ 28,870	
Fund Balance - Ending	\$ -		\$ 5,232	

Eden Hills
Community Development District
Debt Service Fund Series 2020
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending November 30, 2021

	Adopted	Prorated Budget	Actual	
	Budget	Thru 11/30/21	Thru 11/30/21	Variance
Revenues:				
Assessments - Tax Roll	\$ 172,075	\$ -	\$ -	\$ -
Interest	\$ -	\$ -	\$ 1	\$ 1
Total Revenues	\$ 172,075	\$ -	\$ 1	\$ 1
Expenditures:				
Interest - 11/1	\$ 57,263	\$ 57,263	\$ 57,263	\$ -
Principal - 5/1	\$ 55,000	\$ -	\$ -	\$ -
Interest - 5/1	\$ 57,263	\$ -	\$ -	\$ -
Total Expenditures	\$ 169,525	\$ 57,263	\$ 57,263	\$ -
Excess (Deficiency) of Revenues over Expenditures	\$ 2,550	\$ (57,263)	\$ (57,261)	\$ 1
Fund Balance - Beginning	\$ 58,169		\$ 144,209	
Fund Balance - Ending	\$ 60,719		\$ 86,948	

Eden Hills
Community Development District
Capital Projects Fund Series 2020
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending November 30, 2021

	Adopted	Prorated Budget	Actual	
	Budget	Thru 11/30/21	Thru 11/30/21	Variance
<u>Revenues</u>				
Developer Contributions	\$ -	\$ -	\$ 119,681	\$ 119,681
Interest	\$ -	\$ -	\$ 0	\$ 0
Total Revenues	\$ -	\$ -	\$ 119,681	\$ 119,681
<u>Expenditures:</u>				
Capital Outlay	\$ -	\$ -	\$ 161,499	\$ (161,499)
Miscellaneous Expense	\$ -	\$ -	\$ 30	\$ (30)
Total Expenditures	\$ -	\$ -	\$ 161,529	\$ (161,529)
Excess (Deficiency) of Revenues over Expenditures	\$ -	\$ -	\$ (41,848)	\$ 281,210
Fund Balance - Beginning	\$ -		\$ (127,558)	
Fund Balance - Ending	\$ -		\$ (169,406)	

Eden Hills
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Revenues:													
Assessments - Tax Roll	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Developer Contributions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Total Revenues	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Expenditures:													
<u>General & Administrative:</u>													
Supervisor Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Engineering	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Attorney	\$ 529	\$ 923	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	1,451
Annual Audit	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Assessment Administration	\$ 5,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	5,000
Arbitrage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Dissemination	\$ 417	\$ 417	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	833
Trustee Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Management Fees	\$ 3,004	\$ 3,004	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	6,008
Information Technology	\$ 150	\$ 150	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	300
Website Technology	\$ 100	\$ 100	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	200
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Postage & Delivery	\$ 64	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	64
Insurance	\$ 5,175	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	5,175
Printing & Binding	\$ 1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	1
Legal Advertising	\$ 1,332	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	1,332
Other Current Charges	\$ 30	\$ 35	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	66
Office Supplies	\$ 3	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	3
Travel Per Diem	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Dues, Licenses & Subscriptions	\$ 175	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	175
Total General & Administrative	\$ 15,979	\$ 4,629	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	20,608

Eden Hills
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
<u>Operations & Maintenance</u>													
Field Expenditures													
Property Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Field Management	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Landscape Maintenance	\$ 850	\$ 850	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	1,700
Landscape Replacement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Streetlights	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Electric	\$ 364	\$ 966	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	1,330
Water & Sewer	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Sidewalk & Asphalt Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Irrigation Repairs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
General Repairs & Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Contingency	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Subtotal Field Expenditures	\$ 1,214	\$ 1,816	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	3,030
Amenity Expenditures													
Amenity - Electric	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Amenity - Water	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Playground Lease	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Internet	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Pest Control	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Janitorial Service	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Security Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Pool Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Amenity Repairs & Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Contingency	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Subtotal Amenity Expenditures	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Total Operations & Maintenance	\$ 1,214	\$ 1,816	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	3,030
Total Expenditures	\$ 17,193	\$ 6,445	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	23,638
Excess (Deficiency) of Revenues over Expenditures	\$ (17,193)	\$ (6,445)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	(23,638)
Other Financing Sources/Uses:													
Transfer In/(Out)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Total Other Financing Sources/Uses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Net Change in Fund Balance	\$ (17,193)	\$ (6,445)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	(23,638)

Eden Hills

Community Development District

Long Term Debt Report

Series 2020, Special Assessment Revenue Bonds		
Interest Rate:	2.750%, 3.300%, 3.850%, 4.125%	
Maturity Date:	5/1/2051	
Reserve Fund Definition	50% of Maximum Annual Debt Service	
Reserve Fund Requirement	\$86,038	
Reserve Fund Balance	\$86,038	
Bonds Outstanding - 11/24/20		\$2,950,000
Current Bonds Outstanding		\$2,950,000

SECTION 3

Eden Hills
Community Development District

FY21 Funding Request #11
September 14, 2021

Bill To: Highland Sumner

Payee

Series 2020 Capital Projects

1	KE Law Group		
	Invoice # 277 - Project Construction or Aug 2021	\$	1,017.00

Total:	\$	1,017.00
---------------	-----------	-----------------

Please make check payable to:

Eden Hills Community Development District
6200 Lee Vista Blvd, Suite 300
Orlando, FL 32822

The undersigned hereby further certifies that the invoices listed are costs of the Series 2020 project which have not previously been paid.


Responsible Officer

Eden Hills
Community Development District

FY21 Funding Request #12
September 20, 2021

Bill To: Highland Sumner

Payee

Series 2020 Capital Projects

- | | | | |
|----------|---|----|------------|
| 1 | A-1 Concrete US LLC
Invoice # 41346 & 41342 - Concrete Sidewalk | \$ | 104,275.00 |
| 2 | Highland Sumner LLC
Invoice # 1010 & 1011 - Constructin Management from 5/16/21 - 5/31/21 & 6/16/21-6/30/21 | \$ | 6,000.00 |

Total: \$ **110,275.00**

Please make check payable to:

Eden Hills Community Development District
6200 Lee Vista Blvd, Suite 300
Orlando, FL 32822

The undersigned hereby further certifies that the invoices listed are costs of the Series 2020 project which have not previously been paid.


Responsible Officer

Eden Hills
Community Development District

FY21 Funding Request #13
September 28, 2021

Bill To: Highland Sumner

Payee	Series 2020 Capital Projects
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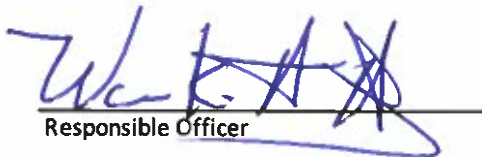
1	Wood & Associates Engineering Inc Invoice # 1251 - Engineer Services billing for 6/7/21 - 8/29/21	\$	2,000.00
---	--	----	----------

Total:	\$	2,000.00
---------------	-----------	-----------------

Please make check payable to:

Eden Hills Community Development District
6200 Lee Vista Blvd, Suite 300
Orlando, FL 32822

The undersigned hereby further certifies that the invoices listed are costs of the Series 2020 project which have not previously been paid.


Responsible Officer