Wynnfield Lakes Community Development District

September 19, 2018

Wynnfield Lakes Community Development District

475 West Town Place, Suite 114, St. Augustine, Florida 32092 Phone: 904-940-5850 - Fax: 904-940-5899

September 12, 2018

Board of Supervisors Wynnfield Lakes Community Development District

Dear Board Members:

The Board of Supervisors meeting of the Wynnfield Lakes Community Development District will be held Wednesday, September 19, 2018 at 6:00 p.m. at the University of North Florida, University Center, 12000 Alumni Drive, Room 1090, Jacksonville, Florida. Following is the advance agenda for this meeting:

- I. Roll Call
- II. Audience Comments
- III. Approval of Minutes of the July 18, 2018 Meeting
- IV. Consideration of Proposal from VGlobalTech for ADA Website Accessibility
- V. Acceptance of Engagement Letter from Grau & Associates for FY 2018 Audit Services
- VI. Consideration of Renewal Agreement with Lake Doctors, Inc. for FY19
- VII. Consideration of Revised Proposal from ECS, Florida for Pond Bank Inspections
- VIII. Other Business
 - IX. Staff Reports
 - A. District Counsel
 - B. District Engineer
 - C. District Manager
 - D. Operations Manager Memorandum
 - E. Amenity Manager
 - X. Audience Comments / Supervisors' Requests
 - XI. Financial Reports
 - A. Approval of Check Register
 - B. Balance Sheet & Income Statement
 - C. Special Assessment Receipt Schedule
- XII. Next Scheduled Meeting November 14, 2018 @ 6:00 p.m. at the University of North Florida, University Center, 12000 Alumni Drive, Room 1090, Jacksonville, FL 32224
- XIII. Adjournment
- XIV. Adjournment

Enclosed for your review and approval are the minutes of the July 18, 2018 meeting.

The fourth order of business is consideration of proposal from VGlobalTech for ADA website accessibility. A copy of the proposal is enclosed for your review and approval.

The fifth order of business is acceptance of engagement letter from Grau & Associates for FY 2018 audit services. A copy of the engagement letter is enclosed for your review.

The sixth order of business is consideration of renewal agreement with Lake Doctors, Inc. for FY19. A copy of the agreement is enclosed for your review and approval.

The seventh order of business is consideration of revised proposal from ECS, Florida for pond bank inspections. A copy of the proposal is enclosed for your review and approval.

Enclosed for your review and approval is the check register, balance sheet and income statement, and special assessment receipt schedule.

The balance of the agenda is routine in nature and staff will present their reports at the meeting. In the meantime if you have any questions, please contact me.

Sincerely,

Dave deNagy

Dave deNagy District Manager



Wynnfield Lakes Community Development District Revised Agenda

Wednesday September 19, 2018 6:00 p.m. University of North Florida University Center 12000 Alumni Drive, Room 1090 Jacksonville, Florida Call In # 1-800-264-8432 Code 733334 www.wynnfieldlakescdd.com

- I. Roll Call
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- V. Acceptance of Engagement Letter from Grau & Associates for FY 2018 Audit Services
- VI. Consideration of Renewal Agreement with Lake Doctors, Inc. for FY19
- VII. Consideration of Revised Proposal from ECS, Florida for Pond Bank Inspections
- VIII. Consideration of Resolution 2018-08, Classifying and Authorizing Disposition of Surplus Tangible Personal Property
 - IX. Other Business
 - X. Staff Reports
 - A. District Counsel
 - B. District Engineer
 - C. District Manager
 - D. Operations Manager Memorandum
 - E. Amenity Manager
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- XII. Financial Reports
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- XIV. Adjournment



MINUTES OF MEETING WYNNFIELD LAKES COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Wynnfield Lakes Community Development District was held Wednesday, July 18, 2018 at 6:00 p.m. at the University of North Florida, University Center, 12000 Alumni Drive, Room 1090, Jacksonville, Florida.

Present and constituting a quorum were:

Dr. Kristi Sweeney Chairman
Terry Stanley Supervisor
Luis Diaz-Rodriguez Supervisor
Kate Priddy Supervisor

Also present were:

Daniel Laughlin GMS

Jason Walters District Counsel (by phone)

Dave deNagy GMS Don Craig ETM

Richard Waters Riverside Management Services
Chris Hill Riverside Management Services

The following is a summary of the discussions and actions taken at the July 18, 2018 meeting. A copy of the proceedings can be obtained by contacting the District Manager.

FIRST ORDER OF BUSINESS Roll Call

Mr. Laughlin called the meeting to order at 6:00 p.m.

SECOND ORDER OF BUSINESS Audience Comments

There being none the next item followed.

THIRD ORDER OF BUSINESS Approval of Minutes of the May 16, 2018 Meeting

The minutes are included in the agenda package behind Tab III.

On MOTION by Ms. Priddy seconded by Dr. Sweeney with all in favor the Minutes of the May 16, 2018 meeting were approved.

Wynnfield Lakes CDD

FOURTH ORDER OF BUSINESS

Acceptance of Minutes of the May 16, 2018 Audit Committee Meeting

The minutes are included in the agenda package behind Tab IV.

On MOTION by Dr. Sweeney seconded by Ms. Priddy with all in favor the Minutes of the May 18, 2018 Audit Committee meeting were accepted.

FIFTH ORDER OF BUSINESS

Public Hearing Adopting the Budget for Fiscal Year 2019

On MOTION by Dr. Sweeney seconded by Mr. Stanley with all in favor the Public Hearing is Open.

Mr. deNagy provided an overview of the budget, which is located in the agenda package behind Tab V. An increase has been proposed in the O&M portion of the CDD assessment. The amount is just over \$60 per year (\$5 per month). The total amount of the increase is \$13,565.00. Mr. deNagy briefly discussed which line items were increased and which ones were decreased. The biggest portion of the increase is for the border collies being proposed for FY19 to keep the geese under control. The \$60.77 increase will be for the single-family homes (372). The multifamily condos will see an O&M increase of \$40.72 (204 units).

The board members discussed the budget and voiced their overall support for the \$60 per year increase.

On MOTION by Dr. Sweeney seconded by Ms. Priddy with all in favor the Public Hearing is Closed.

A. Consideration of Resolution 2018-06, Relating to the Annual Appropriations and Adopting the Budget for Fiscal Year 2019

On MOTION by Dr. Sweeney seconded by Ms. Priddy with all in favor to adopt Resolution 2018-06 was approved.

B. Consideration of Resolution 2018-07, Imposing Special Assessments and Certifying an Assessment Roll

On MOTION by Dr. Sweeney seconded by Mr. Stanley with all in favor Resolution 2018-07 was approved.

SIXTH ORDER OF BUSINESS

Discussion of Goose Control

David Bennet and Sharon Bennet from Goosemasters gave a presentation to the board and audience members. Mr. Bennet stated that he brings Border Collie dogs in whenever the geese are present – day or night – and described how the process works. The goal is to have them fly away and nest elsewhere before large numbers can accumulate. The recommended start time is September. They receive all proper permits and follow all laws. They bill per week but invoice only once a month. A month's invoice will reflect 4 or 5 weeks. The recommended length of time for the contract is three years. There is a 30-day cancellation provision for either party.

There were many questions asked and answered. After discussion, the board decided to approve the proposal from Goosemasters for goose control services.

On MOTION by Dr. Sweeney seconded by Ms. Priddy with all in favor the proposal from Goosemasters for goose control services was approved.

SEVENTH ORDER OF BUSINESS

Acceptance of Fiscal Year 2017 Audit

This item is located in the agenda package behind Tab VII. Items to be read in to the record include: Page 2, "In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of the District as of September 30, 2017, and the respective changes in financial position thereof and the respective budgetary comparison for the general fund for the year then ended in accordance with accounting principles generally accepted in the United States of America." On Page 25, the last sentence, "...during our audit we did not identify deficiencies in

internal control over financial reporting that we consider to be material weaknesses." On Page 27 under Management Comments, it states this is a clean audit.

On MOTION by Dr. Sweeney seconded by Ms. Priddy with all in favor to accept the Fiscal Year 2017 Audit was approved.

EIGHTH ORDER OF BUSINESS

Consideration of Proposal from ETM for Storm Water Pond Inspections

Mr. Craig stated in response to lake bank erosion, a proposal was requested from a geotech company, ECS Florida. Their proposal is to do an initial inspection and give a report on how the pond banks are now and if there are areas that should be fixed. The cost for this report is \$2,750. The proposal also includes a price for an annual re-inspection in the amount of \$1,800 that is good for three years (through 2021).

Dr. Sweeney expressed her desire to have the one location where there is an erosion problem be addressed by the CDD instead of spending almost \$3,000 for an inspection. Previous reports have consistently said natural erosion is occurring and not at an accelerated rated.

Mr. Craig stated the initial report can be done and then not do the annual inspections unless something comes up.

Dr. Sweeney suggested this item be tabled until September and at that time have all the previous reports available.

Mr. deNagy suggested getting a proposal for the one pond experiencing problems and have that available at the September meeting.

After discussion, this item will be tabled until the September meeting.

NINTH ORDER OF BUSINESS

Other Business

Mr. Diaz-Rodriguez stated the HOA is not going to pay for the fountain.

TENTH ORDER OF BUSINESS

Staff Reports

A. Attorney

Mr. Walters stated he had no action items for the board. Mr. Walters stated he would like to look at the goose control contract before it is signed. He will make sure protections are built into the contract for the CDD.

B. Engineer

There was no Engineer's Report.

C. Manager

1. Report on Number of Registered Voters (987)

Mr. Laughlin stated the number of registered voters in the community is 987.

2. Discussion of the FY2019 Meeting Schedule

A copy of the meeting schedule was provided in the agenda package.

On MOTION by Ms. Priddy seconded by Dr. Sweeney with all in favor to accept the FY2019 meeting schedule was approved.

D. Operation Manager's Report - Memorandum

Mr. Hill presented the Operation Manager's report located in the Agenda Package behind Tab X-D. Yellowstone provided a proposal for rubber mulch for kid's area around the pool. The cost for materials for that area would be around \$4,500 and does not include labor. There is old pool furniture in storage that needs to be disposed of via selling or donation. Mr. Laughlin will coordinate with Mr. Walters about donating the pool furniture.

E. Amenity Manager

Mr. Waters presented his report located in the agenda package as part of the Operation Manager's report. The *Jumanji* movie on June 16 had high attendance, and *Despicable Me* shown on July 6 had the second highest attendance. He would like to have another community event and currently has almost \$400 left in the budget. He outlined various activities that could be brought in, i.e., snow cone machine, bounce house, pizzas, extra seating, etc. These activities would happen from 6:00 to 9:00 p.m. before the movie and popcorn. The total amount is \$839, and almost half of that is already covered in the event's budget. The special event would be held on July 28.

On MOTION by Dr. Sweeney seconded by Mr. Stanley with all in favor to give Amenity Manager NTE \$500 for special event on July 28, 2018 was approved.

ELEVENTH ORDER OF BUSINESS

Audience Comments / Supervisor's Requests

Audience Comments

There being none, the next item followed.

Supervisor Requests

There being none, the next item followed.

TWELFTH ORDER OF BUSINESS

Financial Reports

A. Approval of Check Register

Mr. Laughlin stated the total of the check run for the General Fund is \$80,737.73 and for Cash Reserves is \$12,487.00.

On MOTION by Ms. Priddy seconded by Dr. Sweeney with all in favor the Check Registers were approved.

B. Balance Sheet & Income Statement

This item is included in the agenda package and is reflected through May 31, 2018.

C. Special Assessment Receipt Schedule

This item is included in the agenda package.

THIRTEENTH ORDER OF BUSINESS

Next Meeting Scheduled – September 19, 2018, 6:00 p.m. at the University of North Florida, University Center, 12000 Alumni Drive, Room 1090, Jacksonville, FL 32224

Mr. Laughlin stated the next meeting will be September 19, 2018 at 6:00 p.m. at this location.

FOURTEENTH ORDER OF BUSINESS Adjournment

On MOTION by Dr. Sween all in favor the meeting was	ey seconded by Mr. Diaz-Rodriguez with adjourned.
Secretary/Assistant Secretary	Chairperson/Vice Chairperson



Website Compliance Proposal For

Wynnfield Lakes CDD

(http://www.wynnfieldlakescdd.net/)

Website Accessibility for People with Disabilities as per

Nondiscrimination requirements of Title II of the American Disabilities Act (ADA)

Date	Version#	Comments	Author
May 25, 2018	1.0	Initial version	VB Joshi
June 18, 2018	1.1	Added document conversion cost	VB Joshi
			Kristen Thornburgh
June 21, 2018	1.2	Added WCAG Standards Compliance	VB Joshi
August 10, 2018	1.3	Added CDD Specific details	VB Joshi
August 13, 2018	1.4	Updated pricing for simple, medium	As per requirements from
		and high complexity CDD websites	Ariel and Valerie
August 28, 2018	2.0	Updated conversion and support costs	As per meeting with
		based on discussed scope	GMSCFL

Presented by: VB Joshi, CEO, VGlobalTech, Orlando, Florida









Page 1 of 11

Project: ADA and WCAG Website Compliance

Service Providers: VGlobalTech LLC, Orlando, Florida, USA

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1.0 Introduction

Every individual must have equal access to information whether it is in person service or online. This is a general agreement and understanding of access.

The Internet has dramatically changed the way state and local governments do business. Today, government agencies routinely make much more information about their programs, activities, and services available to the public by posting it on their websites. As a result, many people can easily access this information seven days a week, 24 hours a day.

Many government services and activities are also provided on websites because the public is able to participate in them at any time of day and without the assistance of government personnel. Many government websites offer a low cost, quick, and convenient way of filing tax returns, paying bills, renewing licenses, signing up for programs, applying for permits or funding, submitting job applications, and performing a wide variety of other activities.

The Americans with Disabilities Act (ADA) and, if the government entities receive federal funding, the Rehabilitation Act of 1973 generally require that state and local governments provide qualified individuals with disabilities equal access to their programs, services, or activities unless doing so would fundamentally alter the nature of their programs, services, or activities or would impose an undue burden. One way to help meet these requirements is to ensure that government websites have accessible features for people with disabilities, using the simple steps described in this document. An agency with an inaccessible website may also meet its legal obligations by providing an alternative accessible way for citizens to use the programs or services, such as a staffed telephone information line. These alternatives, however, are unlikely to provide an equal degree of access in terms of hours of operation and the range of options and programs available.

Visit http://vglobaltech.com/website-compliance/ for more details, do a website compliance check on your website and to download a PDF proposal.

1.1 Common Problems and Solutions in Website Accessibility?

1.1.1 Problem: Images Without Text Equivalents

Solution: Add a Text Equivalent to Every Image

Adding a line of simple HTML code to provide text for each image and graphic will enable a user with a vision disability to understand what it is. Add a type of HTML tag, such as an "alt" tag for brief amounts of text or a "longdesc" tag for large amounts, to each image and graphic on your agency's website.

The words in the tag should be more than a description. They should provide a text equivalent of the image. In other words, the tag should include the same meaningful information that other users obtain by looking at the image. In the example of the mayor's picture, adding an "alt" tag with the words "Photograph of Mayor Jane Smith" provides a meaningful description.

In some circumstances, longer and more detailed text will be necessary to convey the same meaningful information that other visitors to the website can see. For example, a map showing the locations of neighborhood branches of a city library needs a tag with much more information in text format. In that instance, where the map conveys the locations of several facilities, add a "longdesc" tag that includes a text equivalent description of each location shown on the map – e.g., "City Center Library, 433 N. Main Street, located on North Main Street between 4th Avenue and 5th Avenue."

1.1.2 Problem: Documents Are Not Posted In an Accessible Format

Solution: Post Documents in a Text-Based Format

Always provide documents in an alternative text-based format, such as HTML or RTF (Rich Text Format), in addition to PDF. Text-based formats are the most compatible with assistive technologies.

1.1.3 Problem: Specifying Colors and Font Sizes

Solution: Avoid Dictating Colors and Font Settings

Websites should be designed so they can be viewed with the color and font sizes set in users' web browsers and operating systems. Users with low vision must be able to specify the text and background colors as well as the font sizes needed to see webpage content.

Solution: Include Audio Descriptions and Captions

Videos need to incorporate features that make them accessible to everyone. Provide audio descriptions of images (including changes in setting, gestures, and other details) to make videos accessible to people who are blind or have low vision. Provide text captions synchronized with the video images to make videos and audio tracks accessible to people who are deaf or hard of hearing.

1.1.5 Web Content Accessibility Guidelines (WCAG)

Understanding the Four Principles of Accessibility

The guidelines and Success Criteria are organized around the following four principles, which lay the foundation necessary for anyone to access and use Web content. Anyone who wants to use the Web must have content that is:

- 1. **Perceivable** Information and user interface components must be presentable to users in ways they can perceive.
 - This means that users must be able to perceive the information being presented (it can't be invisible to all of their senses)
- 2. **Operable** User interface components and navigation must be operable.
 - This means that users must be able to operate the interface (the interface cannot require interaction that a user cannot perform)
- 3. **Understandable** Information and the operation of user interface must be understandable.
 - This means that users must be able to understand the information as well as the operation of the user interface (the content or operation cannot be beyond their understanding)
- 4. **Robust** Content must be robust enough that it can be interpreted reliably by a wide variety of user agents, including assistive technologies.
 - This means that users must be able to access the content as technologies advance (as technologies and user agents evolve, the content should remain accessible)

If any of these are not true, users with disabilities will not be able to use the Web.

Under each of the principles are guidelines and Success Criteria that help to address these principles for people with disabilities. There are many general usability guidelines that make content more **usable by all people**, including those with disabilities. However, in WCAG 2.1, we only include those guidelines that address problems particular to people with disabilities. This includes issues that block access or interfere with access to the Web more severely for people with disabilities.

See reference section at the end of this document for more information and websites for ADA, Usability and other important compliance issues and solutions.

VGlobalTech development and business management team shall study these compliance guidelines and with our technical capabilities apply these to make your website accessible, compatible and fully functional for all people, including those with disabilities.

2.0 Pricing

Website Complexity: Small Level Websites

VGlobalTech team shall complete the following critical tasks for client website. All costs below are per website / CDD:

2.1 One time (website conversion and compliance cost):

	Task	Estimated Cost
1.	Perform ADA Website Compliance Check for current website – All webpages on the website. Create a project plan, code review, html updates, plugins / security updates (wordpress, joomla, etc CMS websites)	\$500
2.	Cross-Device Check (Website needs to appear as per ADA standards on Mobile Phones, Tablets, Desktops etc). Braille Readers, Other assistance technology compatibility	\$100
3.	ADA Standards application (as per Section 1 above). ADA.gov, Web Content Accessibility Guidelines (WCAG)	\$700
4.	PDF Documents conversion (to Text, HTML etc) as needed for ADA Compliance / Reader Compliance	\$300
5.	Create a webpage showing websites ADA Compliance efforts	\$100
6.	Create customized footer with VGlobalTech's ADA Compliance Seal (valid for 1 year only)	\$50
	Total (one time compliance / conversion cost)	\$1750 / one time

2.2 ADA Compliance Yearly Maintenance and Upgrade starting after initial conversion is completed (Optional Maintenance – It is critical to maintain compliance as websites get updated):

VGlobalTech team shall complete the following critical tasks for client website. All costs below are per website / CDD:

	Task	Cost
1.	Perform ADA Website Compliance Check for current website – All new webpages on the website	\$200
2.	Cross-Device Check (Website needs to appear as per ADA standards on Mobile Phones, Tablets, Desktops etc)	\$75
3.	Update footer with VGlobalTech's ADA Compliance Seal (extended for current year)	\$75
4.	Support (upto 1 hr / month) for the year including updates to newly added pages, upgrade to new standards (if any)	\$600
5.	PDF Documents conversion (to Text, HTML etc) as needed for ADA Compliance / Reader Compliance	\$300
	Annual Maintenance (starts after initial	\$1250 /
	compliance engagement quoted above is complete)	year

This proposal includes following points, stipulations terms and conditions:

- *(1) conference call or in person meetings per month with client to review metrics, results and monthly recaps *unless otherwise noted
- * email and phone communication
- *Anything out of the scope of work in the above proposal will be addressed and client will be immediately notified. After notification of additional work, a subsequent quote will be provided to cover that work.
- *Client is responsible to adhering to timelines as far as information required to complete the task is concerned. If timelines are not adhered to and exceed 15 business days past the current marketing months, last day, all work will end. A new month with new allocated costs will be presented for future work to commence. No refunds and owed work will be due unless otherwise agreed upon. An Invoice will be provided once signature approval of this project proposal. Payments will be made to VGLOBALTECH
- *Client is responsible for verifying quality of work, providing feedback, verifying that compliance has been met as required. VGlobalTech team shall not be responsible for any legal ramifications arising from work not done as per external agencies / organizations / associations needs if proper feedback is not provided by the customer. VGlobalTech's work will be in best faith but cannot guarantee all compliance / legal needs since we are not the SME's in the compliance area. VGlobalTech shall not be liable for any legal ramifications arising from compliance issues.

Refund Policy: The client may halt work and request for a refund within seven days of the date of signing this services agreement by mailing a signed letter to the main address listed on www.VGlobalTech.com website. If client requests a refund within seven days of the date of signing their agreement they shall be liable to pay for all work completed and will be refunded the remaining balance of the initial payment if billable work has not exceeded a charge that would be greater than client's initial payment. If client requests a refund after the seven days from the date of the signing of the agreement client is liable to pay for all work completed plus an additional 25% of any remaining balance that may still be due. Once line item projects are complete no refunds will be issued. Confidentiality: All information between client and service provider inclusive of technical and business information relating to proprietary ideas, patentable ideas and/or trade secrets, existing and/or contemplated products and services, research and development, production, costs, profit and margin information, finances and financial projections, customers, clients, marketing, and current or future business plans and models, regardless of whether such information is designated as "Confidential Information" at the time of its disclosure and will be treated as such and with absolute confidentiality and will not be shared or used, which will be maintained at all times. The client is not allowed to disclose their price with any third parties. Doing so is in breach of this agreement. All information development will be shared and proprietary information and property between client and service providers.

3.0 Proposal Acceptance:

To accept these project, associated costs and conditions as listed above please sign a below.		
The VGlobalTech proposed solution and terms have been acc VGlobalTech team can proceed with the project. All payment agreement.		
For Customer	Date	
VB Joshi		
For VGlobalTech	Date	

4.0 References:

ADA Best Practices Tool Kit for State and Local Governments:

https://www.ada.gov/pcatoolkit/chap5toolkit.htm

U.S. Department of Justice, Civil Rights Division, *Disability Rights Section* https://www.ada.gov/websites2.htm

Web design Standards: https://www.w3schools.com/

Web Content Accessibility Guidelines (WCAG) https://www.w3.org/TR/WCAG21/

VGlobalTech Web Content Accessibility Implementation and Checkpoints: http://vglobaltech.com/website-compliance/













August 14, 2018

951 Yamato Road • Suite 280 Boca Raton, Florida 33431 (561) 994-9299 • (800) 299-4728 Fax (561) 994-5823 www.graucpa.com

Board of Supervisors Attn: Patti Powers Wynnfield Lakes Community Development District 5385 N. Nob Hill Road Sunrise, FL 33351

We are pleased to confirm our understanding of the services we are to provide Wynnfield Lakes Community Development District, Duval County, Florida ("the District") for the fiscal year ended September 30, 2018. We will audit the financial statements of the governmental activities, including the related notes to the financial statements, which collectively comprise the basic financial statements of Wynnfield Lakes Community Development District as of and for the fiscal year ended September 30, 2018. In addition, we will examine the District's compliance with the requirements of Section 218.415 Florida Statutes. This letter serves to renew our agreement and establish the terms and fee for the 2018 audit.

Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the District's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Budgetary comparison schedule

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the District and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the District's financial statements. 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 or add emphasis-of-matter or other-matter paragraphs. If our opinion on the financial statements is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or issue a report, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the District is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Examination Objective

The objective of our examination is the expression of an opinion as to whether the District is in compliance with Florida Statute 218.415 in accordance with Rule 10.556(10) of the Auditor General of the State of Florida. Our examination will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and will include tests of your records and other procedures we consider necessary to enable us to express such an opinion. We will issue a written report upon completion of our examination of the District's compliance. The report will include a statement that the report is intended solely for the information and use of management, those charged with governance, and the Florida Auditor General, and is not intended to be and should not be used by anyone other than these specified parties. 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 or add emphasis-of-matter or other-matter paragraphs. If our opinion on the District's compliance is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the examination or are unable to form or have not formed an opinion, we may decline to express an opinion or issue a report, or may withdraw from this engagement.

Management Responsibilities

Management is responsible for the financial statements and all accompanying information as well as all representations contained therein. Further, management is responsible for compliance with Florida Statute 218.415 and will provide us with the information required for the examination. The accuracy and completeness of such information is also management's responsibility. As part of the audit, we will assist with preparation of your financial statements and related notes in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. In addition, you will be required to make certain representations regarding compliance with Florida Statute 218.415 in the management representation letter. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Management is responsible for establishing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management is reliable and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that 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. As part of our engagement, we may propose standard adjusting, or correcting journal entries to your financial statements. You are responsible for reviewing the entries and understanding the nature of the proposed entries and the impact they have on the financial statements.

You are responsible for 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 government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to using the audit's report, you understand that you must obtain our prior written consent to reproduce or use our report in bond offering official statements or other documents.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of Grau & Associates and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a cognizant or oversight agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Grau & Associates personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies. Notwithstanding the foregoing, the parties acknowledge that various documents reviewed or produced during the conduct of the audit may be public records under Florida law. The District agrees to notify Grau & Associates of any public record request it receives that involves audit documentation.

Our fee for these services will not exceed \$3,200 for the September 30, 2018 audit, unless there is a change in activity by the District which results in additional audit work or if additional Bonds are issued.

We will complete the audit within prescribed statutory deadlines, with the understanding that your employees will provide information needed to perform the audit on a timely basis.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. Invoices will be submitted in sufficient detail to demonstrate compliance with the terms of this agreement. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate.

This agreement may be renewed each year thereafter subject to the mutual agreement by both parties to all terms and fees. The fee for each annual renewal will be agreed upon separately.

We will provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2016 peer review report accompanies this letter.

We appreciate the opportunity to be of service to Wynnfield Lakes Community Development District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very t	truly	yours,
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Grau & Associates

Antonio J. Grau

rantonio o. Oraa

RESPONSE:

This letter correctly sets forth the understanding of Wynnfield Lakes Community Development District
By:
Title:
Date:



PEER REVIEW PROGRAM

is proud to present this

Certificate of Recognition

5

Grau & Associates

for an accounting and auditing practice established by the AICPA and which was complied with during the year For having a system of quality control for its accounting and auditing practice in effect for the year ended June 30, 2016 which has been designed to meet the requirements of the quality control standards then ended to provide the firm with reasonable assurance of conforming with professional standards.

Anita Ford, Chair AICPA Peer Review Board 2016





Corporate Offices 3543 State Road 419 Winter Springs, FL 32708 1-800-666-5253 lakes@lakedoctors.com www.lakedoctors.com

August 24, 2018

Mr. David Denagy Wynnfield Lakes CDD c/o GMS 475 West Town Place, #114 St. Augustine, FL 32092

Dear Mr. Denagy:

Your current Lake Doctors, Inc. Water Management Agreement for **Wynnfield Lakes CDD** is due for renewal on October 1, 2018. We are pleased to enclose a renewal proposal for your approval. Due to the rising costs of professionally managing your account, including aquatic products, vehicles, equipment, insurance and supplies, we would like to ask for a modest adjustment to your monthly investment amount, from \$750.00/per month.

If you have any questions or concerns regarding your Lake Doctors Water Management Program, please feel free to give me a call at (904)626-0287 or contact me by email at mark.seymour@lakedoctors.com.

To assure continuous and uninterrupted service, kindly return a copy of the executed agreement by September 15, 2018. For your convenience, we have provided a pre-addressed, stamped envelope.

As always, we will continue to focus upon fully satisfying your water management needs by providing excellent, quality service, quick response to questions or problems and deep concern for the health of your pond, lake or waterway.

We at The Lake Doctors very much appreciate your current business and look forward to continuing to work with you to keep your waterway(s) in excellent

Sincerely,

Mark Seymour Sales Manager

MAS/jkw 712945





Corporate Offices 3543 State Road 419 Winter Springs, Fl. 32708 1-800-666-5253 Takes@lakedoctors.com www.lakedoctors.com

Water Management Agreement

		· ·	· ·		MAS/712945 R
This Flo	s Agreement, made thisrida Corporation, hereinafter called "T	day of _ "HE LAKE DOCTORS"	and	20 is betwe	een The Lake Doctors, Inc., a
NA	ME				
BIL	LING ADDRESS				
CIT	ΓΥ	STATE	ZIP	PHOI	NE ()
	IAIL ADDRESS YOU WOULD LIKE YOUR INVOICE	EMAII ED CHECK HE	DE:		
	reinafter called "CUSTOMER"	REQUESTED START	T DATE:		*****
The	e parties hereto agree to follows:	PURCHASE ORDER	#:		
A.	THE LAKE DOCTORS agrees to m execution of this Agreement in account Seven (7) waterways associated w	rdance with the terms a	and conditions of th	is Agreement i	
	Includes a minimum of twelve (12) i weeds and algae. Service will cea Terms & Conditions does not app	nspections and treatme se effective October 1	nts, as necessary,	for control and	prevention of noxious aquatic is not returned. Note - #11 on
В.	CUSTOMER agrees to pay THE management services:	LAKE DOCTORS, it	s agents or assi	gns, the follow	ving sum for specified aquatic
	 Underwater and Floating Volume Shoreline Grass and Brush Free Callback Service Monthly Written Service Re Additional Treatments, if re Stocking of 150 Triploid Grass Total of Services Accepted 	Control Program ports quired		\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	770.00 monthly INCLUDED INCLUDED INCLUDED INCLUDED 900.00 annually 770.00 monthly
advan	of the above sum-total shall be done in monthly installments of \$770 ing, water testing and related cost ment.	.00, including any add	litional costs such	as sales tax	es, permitting fees, monitoring,
C.	THE LAKE DOCTORS uses produc	ets which, in its sole disc	cretion, will provide	effective and s	safe results.
D.	THE LAKE DOCTORS agrees to c of receipt of this executed Agreeme				
E.	The offer contained herein is wither returned by CUSTOMER to THE LA				and effect unless executed and
F.	The terms and conditions appearin acknowledges that he has read an considered valid.	g on the reverse side t d is familiar with the co	form an integral pa ontents thereof. Ag	art of this Agre greement must	ement, and CUSTOMER hereby be returned in its entirety to be
THE LA	AKE DOCTORS, INC.	CUSTOMER			
	Mark & Sey	·			
	Signed		Signed		Dated
	MARK A. SEYMOUR, SALES MANAGE		lame		



Corporate Offices 3543 State Road 419 Winter Springs, FL 32708 1-800-666-5253 lakes@lakedoctors.com www.lakedoctors.com

Water Management Agreement

Thi Flo	is Agreement, made this rida Corporation, hereinafter calle	day of	2:		MAS/712945 R een The Lake Doctors, Inc., a
	ME				
	LING ADDRESS				
CIT	ΓΥ	STATE	ZIP	PHO	NE ()
	IAIL ADDRESS YOU WOULD LIKE YOUR INVOIC	CE EMAILED. CHECK HER	:		www.marace.com
	reinafter called "CUSTOMER"		DATE:		**************************************
The	e parties hereto agree to follows:				
A.	execution of this Agreement in a	ccordance with the terms ar	nd conditions of this	Agreement i	elve (12) months from the date in the following location(s):
	Seven (7) waterways associate	d with Wynnfield Lakes C E	DD, Jacksonville, Fl	orida.	
	Includes a minimum of twelve (1 weeds and algae. Service will of Terms & Conditions does not a	ease effective October 1,	ts, as necessary, fo 2018 if the signed	or control and I Agreement	prevention of noxious aquatic is not returned. Note - #11
B.	CUSTOMER agrees to pay T management services:	HE LAKE DOCTORS, its	agents or assign	is, the follov	wing sum for specified aqua
	 Shoreline Grass and Brit Free Callback Service Monthly Written Service Additional Treatments, if 	Reports required ass Carp annually @ \$6.50 ea.		\$ \$ \$ \$ \$ \$ \$ \$	770.00 monthly INCLUDED INCLUDED INCLUDED INCLUDED 900.00 annually 770.00 monthly
dvano eporti	of the above sum-total shall be ce in monthly installments of \$7 ing, water testing and related o ment.	70.00, including any addi	tional costs such	as sales tax	es, permitting fees, monitori
C.	THE LAKE DOCTORS uses pro	ducts which, in its sole discr	etion, will provide e	effective and s	safe results.
D.	THE LAKE DOCTORS agrees to of receipt of this executed Agree				
E.	The offer contained herein is w returned by CUSTOMER to THE	ithdrawn and this Agreeme LAKE DOCTORS on or be	ent shall have no f fore September 15,	urther force a	and effect unless executed a
F.	The terms and conditions appearacknowledges that he has read considered valid.	ring on the reverse side for and is familiar with the co	rm an integral part ntents thereof. Agr	of this Agree eement must	ement, and CUSTOMER here be returned in its entirety to
HE LA	AKE DOCTORS, INC.	CUSTOMER			
	Male 1.5	24			
	Signed	/ Si	ned		Dated
	MARK A. SEYMOUR, SALES MANA	GER Na	me		



Geotechnical • Construction Materials • Environmental • Facilities

August 27, 2018

Mr. Dave DeNagy Wynnfield Lakes Community Development District Town Center 1 at World Golf Village 475 West Town Place, Suite 114 St. Augustine, Florida 32092

Subject: Proposal for Pond Bank Inspection and Engineering Services

Wynnfield Lakes – Pond Bank Inspections

Jacksonville, Florida

ECS Proposal No. 14139 (Revised)

Dear Mr. DeNagy:

ECS Florida, LLC (ECS) is pleased to present this proposal to provide the inspection and engineering services for the subject project.

PROJECT INFORMATION

Based on our discussion with Mr. Don Craig of England –Thims & Miller, Inc., we understand that residences of Wynnfield Lakes have concerns of erosion noted along the development's pond banks since the time the development was constructed approximately 12 years ago. We understand the Wynnfield Lakes Community Development District would like to monitor, characterize, and evaluate the severity of the observed erosion of the pond banks of the large lake located south of Wynnfield Lakes Drive through an initial engineering inspection and subsequent annual inspections. Repair recommendations are also requested for the subject pond banks. We were provided with a site plan highlighting the pond banks for the subject pond. Based on our review of the plans and aerial photographs, we estimate the walkable perimeter of the pond south of Wynnfield Lakes Drive to be approximately 4,265 feet.

PROPOSED POND BANK INSPECTION SERVICES

The objective of the proposed pond bank inspection services is to monitor, characterize, and evaluate the severity of the observed erosion of the pond banks through an initial engineering inspection and subsequent annual pond bank inspections. A geotechnical engineer will perform an inspection of the pond banks (walk, observe, and document the conditions along the perimeter of each of the ponds) to document the existing surface conditions so they can be characterized and evaluated to provide delineated "condition" areas along the pond banks in our inspection and engineering report. Our engineering report will also contain repair recommendations for the subject pond banks.

A geotechnical engineer, licensed in the State of Florida, will direct the pond bank inspection and submit the results of the inspection in a report containing the following:

- 1. A brief discussion of our understanding of the project information and current site conditions.
- 2. A presentation of the field inspection methodology used.
- 3. A presentation of the existing on-site conditions, such as topography, surface vegetation, etc. as they relate to the pond banks.

- 4. A delineated characterization of the observed pond bank conditions observed during the engineering inspection (shown in drawings in the engineering report). Representative photographs of the conditions encountered at each pond bank will be presented in the report.
- 5. A discussion of any observed critical areas of the pond banks that we recommend attention be taken along with recommended additional actions to be performed.
- 6. Recommendations for repair and remediation of the observed distressed pond banks.

Subsequent annual inspections and reports will be performed similar to the initial inspection with the inspection report noting any pond bank conditions that were observed to have significantly changed since the time of the previous inspection.

COMPENSATION FOR SERVICES

Based on the scope of the inspection and engineering services outlined above, we propose to complete our services for the following lump sum fees:

• Initial Pond Bank Inspection and Report

\$1,800

• Annual Inspections and Report After Initial Inspection

\$1,050/per inspection*

Our work will be performed in accordance with our Terms and Conditions, a copy of which is attached and made part of this proposal.

SCHEDULING AND AUTHORIZATION

We can initiate the pond bank inspections within **one week** after receiving notice to proceed. A returned copy of the attached authorization sheet, dated and signed by a responsible signatory, and any required Credit Application or fees, will formally authorize the proposed geotechnical exploration. Preliminary verbal results can be provided within 1 to 2 days after completion of the inspection. The written inspection report will be submitted within two weeks after completion of the field visit.

CLOSURE

We appreciate this opportunity to provide this proposal to perform the pond bank inspections for this project. If you have any questions concerning this proposal, or if we can serve you in any other way, please contact me.

Respectfully submitted,

ECS FLORIDA, LLC

David W. Spangler, P.E.

Geotechnical Department Manager

Jah, Sulr



^{*}Note the fees quoted are effective for 3 years (through 2021)

Authorization for Geotechnical Engineering Services

Wynnfield Lakes – Pond Bank Inspections Jacksonville, Florida ECS Proposal No. 14139 (**Revised**)

Signature of Authorized Representative:		
Name (Printed):		
Title:		
Company:		
Date Authorized:		_
Billing and Invoicing Information (if different Company Name:	rent from addressee)	
• •		
	Email:	
Phone No.:	Fax No.:	
FEDERAL TAX ID NO.		
Send Additional Reports To:		
Company Address.		
Attn. (Contact's Name):	Email:	
Phone No.:	Fax No.:	
Copies to Others (Include names and physic	al or e-mail addresses below):	

For new clients that have not established a credit history with us, ECS may require a completed Credit Application and may require a retainer be paid prior to beginning our work



ECS FLORIDA, LLC TERMS AND CONDITIONS OF SERVICE

The professional services ("Services") to be provided by ECS Florida, LLC ("ECS") pursuant to the Proposal shall be provided in accordance with these Terms and Conditions of Service ("Terms"), including any addenda as may be incorporated or referenced in writing and shall form the Agreement between ECS and CLIENT.

- **1.0 INDEPENDENT CONSULTANT STATUS** ECS shall serve as an independent professional consultant to CLIENT for Services on the Project and shall have control over, and responsibility for, the means and methods for providing the Services identified in the Proposal, including the retention of Subcontractors and Subconsultants
- 2.0 <u>SCOPE OF SERVICES</u> It is understood that the fees, reimbursable expenses and time schedule defined in the Proposal are based on information provided by CLIENT and/or CLIENT'S, agents, contractors and consultants ("Contractors"). CLIENT acknowledges that if this information is not current, is incomplete or inaccurate, if conditions are discovered that could not be reasonably foreseen, or if CLIENT orders additional services, the scope of services will change, even while the Services are in progress.

3.0 STANDARD OF CARE

- 3.1 In fulfilling its obligations and responsibilities enumerated in the Proposal, ECS shall be expected to comply with and its performance evaluated in light of the standard of care expected of professionals in the industry performing similar services on projects of like size and complexity at that time in the region (the "Standard of Care"). Nothing contained in the Proposal, the agreed-upon scope of Services, these Terms or any ECS report, opinion, plan or other document prepared by ECS shall constitute a warranty or guarantee of any nature whatsoever.
- 3.2 CLIENT understands and agrees that ECS will rely on the facts learned from data gathered during performance of Services as well as those facts provided by the CLIENT. CLIENT acknowledges that such data collection is limited to specific areas that are sampled, bored, tested, observed and/or evaluated. Consequently, CLIENT waives any and all claims based upon erroneous facts provided by the CLIENT, facts subsequently learned or regarding conditions in areas not specifically sampled, bored, tested, observed or evaluated by ECS.
- 3.3 If a situation arises that causes ECS to believe compliance with CLIENT'S directives would be contrary to sound engineering practices, would violate applicable laws, regulations or codes, or will expose ECS to legal claims or charges, ECS shall so advise CLIENT. If ECS' professional judgment is rejected, ECS shall have the right to terminate its Services in accordance with the provisions of Section 25.0, below.
- 3.4 If CLIENT decides to disregard ECS' recommendations with respect to complying with applicable laws or regulations, ECS shall determine if applicable law requires ECS to notify the appropriate public officials. CLIENT agrees that such determinations are ECS' sole right to make.

4.0 CLIENT DISCLOSURES

- 4.1 Where the Services requires ECS to penetrate a surface, CLIENT shall furnish and/or shall direct CLIENT'S or CLIENT'S Contractors to furnish ECS information identifying the type and location of utility lines and other man-made objects known, suspected, or assumed to be located beneath or behind the Site's surface. ECS shall be entitled to rely on such information for completeness and accuracy without further investigation, analysis, or evaluation.
- 4.2 "Hazardous Materials" shall include but not be limited to any substance that poses or may pose a present or potential hazard to human health or the environment whether contained in a product, material, by-product, waste, or sample, and whether it exists in a solid, liquid, semi-solid or gaseous form. CLIENT shall notify ECS of any known, assumed, or suspected regulated, contaminated, or other similar Hazardous Materials that may exist at the Site prior to ECS mobilizing to the Site.
- 4.3 If any Hazardous Materials are discovered, or are reasonably suspected by ECS after its Services begin, ECS shall be entitled to amend the scope of Services and adjust its fees or fee schedule to reflect the additional work or personal protective equipment and/or safety precautions required by the existence of such Hazardous Materials
- 5.0 <u>INFORMATION PROVIDED BY OTHERS</u> CLIENT waives, releases and discharges ECS from and against any claim for damage, injury or loss allegedly arising out of or in connection with errors, omissions, or inaccuracies in documents and other information in any form provided to ECS by CLIENT or CLIENT's Contractors, including such information that becomes incorporated into ECS documents.
- **CONCEALED RISKS** CLIENT acknowledges that special risks are inherent in sampling, testing and/or evaluating concealed conditions that are hidden from view and/or neither readably apparent nor easily accessible, e.g., subsurface conditions, conditions behind a wall, beneath a floor, or above a ceiling. Such circumstances require that certain assumptions be made regarding existing conditions, which may not be verifiable without expending additional sums of money or destroying otherwise adequate or serviceable portions of a building or component thereof. Accordingly, ECS shall not be responsible for the verification of such conditions unless verification can be made by simple visual observation. CLIENT agrees to bear any and all costs, losses, damages and expenses (including, but not limited to, the cost of ECS' additional services) in any way arising from or in connection with the existence or discovery of such concealed or unknown conditions.

7.0 RIGHT OF ENTRY/DAMAGE RESULTING FROM SERVICES

7.1 CLIENT warrants that it possesses the authority to grant ECS right of entry to the site for the performance of Services. CLIENT hereby grants ECS and its agents, subcontractors and/or subconsultants ("Subconsultants"), the right to enter from time to time onto the property in order for ECS to perform its Services. CLIENT agrees to indemnify and hold ECS and its Subconsultants harmless from any claims arising from allegations that ECS trespassed or lacked authority to access the Site.

- 7.2 CLIENT warrants that it possesses all necessary permits, licenses and/or utility clearances for the Services to be provided by ECS except where ECS' Proposal explicitly states that ECS will obtain such permits, licenses, and/or utility clearances.
- 7.3 ECS will take reasonable precautions to limit damage to the Site and its improvements during the performance of its Services. CLIENT understands that the use of exploration, boring, sampling, or testing equipment will cause damage to the Site. The correction and restoration of such common damage is CLIENT'S responsibility unless specifically included in ECS' Proposal.
- 7.4 CLIENT agrees that it will not bring any claims for liability or for injury or loss against ECS arising from (i) procedures associated with the exploration, sampling or testing activities at the Site, (ii) discovery of Hazardous Materials or suspected Hazardous Materials, or (iii) ECS' findings, conclusions, opinions, recommendations, plans, and/or specifications related to discovery of contamination.

8.0 UNDERGROUND UTILITIES

- 8.1 ECS shall exercise the Standard of Care in evaluating client-furnished information as well as information readily and customarily available from public utility locating services (the "Underground Utility Information") in its effort to identify underground utilities. The extent of such evaluations shall be at ECS' sole discretion.
- 8.2 CLIENT recognizes that the Underground Utility Information provided to or obtained by ECS may contain errors or be incomplete. CLIENT understands that ECS may be unable to identify the locations of all subsurface utility lines and man-made features.
- 8.3 CLIENT waives, releases, and discharges ECS from and against any claim for damage, injury or loss allegedly arising from or related to subterranean structures (pipes, tanks, cables, or other utilities, etc.) which are not called to ECS' attention in writing by CLIENT, not correctly shown on the Underground Utility Information and/or not properly marked or located by the utility owners, governmental or quasi-governmental locators, or private utility locating services as a result of ECS' or ECS' Subconsultant's request for utility marking services made in accordance with local industry standards.

9.0 SAMPLES

- 9.1 Soil, rock, water, building materials and/or other samples and sampling by-products obtained from the Site are and remain the property of CLIENT. Unless other arrangements are requested by CLIENT and mutually agreed upon by ECS in writing, ECS will retain samples not consumed in laboratory testing for up to sixty (60) calendar days after the first issuance of any document containing data obtained from such samples. Samples consumed by laboratory testing procedures will not be stored.
- 9.2 Unless CLIENT directs otherwise, and excluding those issues covered in Section 10.0, CLIENT authorizes ECS to dispose of CLIENT'S non-hazardous samples and sampling or testing by-products in accordance with applicable laws and regulations.

10.0 ENVIRONMENTAL RISKS

- 10.1 When Hazardous Materials are known, assumed, suspected to exist, or discovered at the Site, ECS will endeavor to protect its employees and address public health, safety, and environmental issues in accordance with the Standard of Care. CLIENT agrees to compensate ECS for such efforts.
- 10.2 When Hazardous Materials are known, assumed, or suspected to exist, or discovered at the Site, ECS and/or ECS' subcontractors will exercise the Standard of Care in containerizing and labeling such Hazardous Materials in accordance with applicable laws and regulations, and will leave the containers on Site. CLIENT is responsible for the retrieval, removal, transport and disposal of such contaminated samples, and sampling process byproducts in accordance with applicable law and regulation.
- 10.3 Unless explicitly stated in the Scope of Services, ECS will neither subcontract for nor arrange for the transport, disposal, or treatment of Hazardous Materials. At CLIENT'S written request, ECS may assist CLIENT in identifying appropriate alternatives for transport, off-site treatment, storage, or disposal of such substances, but CLIENT shall be solely responsible for the final selection of methods and firms to provide such services. CLIENT shall sign all manifests for the disposal of substances affected by contaminants and shall otherwise exercise prudence in arranging for lawful disposal.
- 10.4 In those instances where ECS is expressly retained by CLIENT to assist CLIENT in the disposal of Hazardous Materials, samples, or wastes as part of the Proposal, ECS shall do so only as CLIENT'S agent (notwithstanding any other provision of this Agreement to the contrary). ECS will not assume the role of, nor be considered a generator, storer, transporter, or disposer of Hazardous Materials.
- Subsurface sampling may result in unavoidable cross-contamination of certain subsurface areas, as when a probe or excavation/boring device moves through a contaminated zone and links it to an aquifer, underground stream, pervious soil stratum, or other hydrous body not previously contaminated, or connects an uncontaminated zone with a contaminated zone. Because sampling is an essential element of the Services indicated herein, CLIENT agrees this risk cannot be eliminated. Provided such services were performed in accordance with the Standard of Care, CLIENT waives, releases and discharges ECS from and against any claim for damage, injury, or loss allegedly arising from or related to such cross-contamination.
- 10.6 CLIENT understands that a Phase I Environmental Site Assessment (ESA) is conducted solely to permit ECS to render a professional opinion about the likelihood of the site having a Recognized Environmental Condition on, in, beneath, or near the Site at the time the Services are conducted. No matter how thorough a Phase I ESA study may be, findings derived from its conduct are highly limited and ECS

cannot know or state for an absolute fact that the Site is unaffected or adversely affected by one or more Recognized Environmental Conditions. CLIENT represents and warrants that it understands the limitations associated with Phase I ESAs.

11.0 OWNERSHIP OF DOCUMENTS

- 11.1 ECS shall be deemed the author and owner (or licensee) of all documents, technical reports, letters, photos, boring logs, field data, field notes, laboratory test data, calculations, designs, plans, specifications, reports, or similar documents and estimates of any kind furnished by it [the "Documents of Service"] and shall retain all common law, statutory and other reserved rights, including copyrights. CLIENT shall have a limited, non-exclusive license to use copies of the Documents of Service provided to it in connection with its Project for which the Documents of Service are provided until the completion of the Project.
- 11.2 ECS' Services are performed and Documents of Service are provided for the CLIENT'S sole use. CLIENT understands and agrees that any use of the Documents of Service by anyone other than the CLIENT and its Contractors is not permitted. CLIENT further agrees to indemnify and hold ECS harmless for any errors, omissions or damage resulting from its contractors' use of ECS' Documents of Service.
- 11.3 Without ECS' prior written consent, CLIENT agrees to not use ECS' Documents of Service for the Project if the Project is subsequently modified in scope, structure or purpose. Any reuse without ECS' written consent shall be at CLIENT'S sole risk and without liability to ECS or its Subconsultants. CLIENT agrees to indemnify and hold ECS harmless for any errors, omissions or Damage resulting from its use of ECS' Documents of Service after any modification in scope, structure or purpose.
- 11.4 CLIENT agrees to not make any modification to the Documents of Service without the prior written authorization of ECS. To the fullest extent permitted by law, CLIENT agrees to indemnify, defend, and hold ECS harmless from any damage, loss, claim, liability or cost (including reasonable attorneys' fees and defense costs) arising out of or in connection with any unauthorized modification of the Documents of Service by CLIENT or any person or entity that acquires or obtains the Documents of Service from or through CLIENT. CLIENT represents and warrants that the Documents of Service shall be used only as submitted by ECS.

12.0 SAFETY

- 12.1 Unless expressly agreed to in writing in its Proposal, CLIENT agrees that ECS shall have no responsibility whatsoever for any aspect of site safety other than for its own employees. Nothing herein shall be construed to relieve CLIENT and/or its Contractors from their responsibility for site safety. CLIENT also represents and warrants that the General Contractor is solely responsible for Project site safety and that ECS personnel may rely on the safety measures provided by the General Contractor.
- 12.2 In the event ECS assumes in writing limited responsibility for specified safety issues, the acceptance of such responsibilities does not and shall not be deemed an acceptance of responsibility for any other non-specified safety issues, including, but not limited to those relating to excavating, fall protection, shoring, drilling, backfilling, blasting, or other construction activities.

13.0 CONSTRUCTION TESTING AND REMEDIATION SERVICES

- 13.1 CLIENT understands that construction testing and observation services are provided in an effort to reduce, but cannot eliminate, the risk of problems arising during or after construction or remediation. CLIENT agrees that the provision of such Services does not create a warranty or guarantee of any type.
- 13.2 Monitoring and/or testing services provided by ECS shall not in any way relieve the CLIENT'S contractor(s) from their responsibilities and obligations for the quality or completeness of construction as well as their obligation to comply with applicable laws, codes, and regulations.
- 13.3 ECS has no responsibility whatsoever for the means, methods, techniques, sequencing or procedures of construction selected, for safety precautions and programs incidental to work or services provided by any contractor or other consultant. ECS does not and shall not have or accept authority to supervise, direct, control, or stop the work of any of CLIENT'S Contractors or any of their subcontractors.
- ECS strongly recommends that CLIENT retain ECS to provide construction monitoring and testing services on a full time basis to lower the risk of defective or incomplete work being installed by CLIENT'S Contractors. If CLIENT elects to retain ECS on a part-time or on-call basis for any aspect of construction monitoring and/or testing, CLIENT accepts the risk that a lower level of construction quality may occur and that defective or incomplete work may result and not be detected by ECS' part time monitoring and testing in exchange for CLIENT'S receipt of an immediate cost savings. Unless the CLIENT can show that ECS' errors or omissions are contained in ECS' reports, CLIENT waives, releases and discharges ECS from and against any other claims for errors, omissions, damages, injuries, or loss alleged to arise from defective or incomplete work that was monitored or tested by ECS on a part-time or on-call basis. Except as set forth in the preceding sentence, CLIENT agrees to indemnify and hold ECS harmless from all Damages, costs, and attorneys' fees, for any claims alleging errors, omissions, damage, injury or loss allegedly resulting from work that was monitored or tested by ECS on a part-time or on-call basis.
- 14.0 <u>CERTIFICATIONS</u> CLIENT may request, or governing jurisdictions may require, ECS to provide a "certification" regarding the Services provided by ECS. Any certification" required of ECS by the CLIENT or jurisdiction(s) having authority over some or all aspects of the Project shall consist of ECS' inferences and professional opinions based on the limited sampling, observations, tests, and/or analyses performed by ECS at discrete locations and times. Such "certifications" shall constitute ECS' professional opinion of a condition's existence, but ECS does not guarantee that such condition exists, nor does it relieve other parties of the responsibilities or obligations such parties have with respect to the possible existence of such a condition. CLIENT agrees it cannot make the resolution of any dispute with ECS or payment of any amount due to ECS contingent upon ECS signing any such "certification."

15.0 BILLINGS AND PAYMENTS

15.1 Billings will be based on the unit rates, plus travel costs, and other reimbursable expenses as stated in the professional fees section of the Proposal. Any estimate of

- professional fees stated shall not be considered as a not-to-exceed or lump sum amount unless otherwise explicitly stated. CLIENT understands and agrees that even if ECS agrees to a lump sum or not-to-exceed amount, that amount shall be limited to number of hours, visits, trips, tests, borings, or samples stated in the Proposal.
- 15.2 CLIENT agrees that all professional fees and other unit rates may be adjusted annually to account for inflation based on the most recent 12-month average of the Consumer Price Index (CPI-U) for all items as established by www.bls.gov when the CPI-U exceeds an annual rate of 2.0%.
- 15.3 Should ECS identify a Changed Condition(s), ECS shall notify the CLIENT of the Changed Condition(s). ECS and CLIENT shall promptly and in good faith negotiate an amendment to the scope of Services, professional fees, and time schedule.
- 15.4 CLIENT recognizes that time is of the essence with respect to payment of ECS' invoices, and that timely payment is a material consideration for this Agreement. All payment shall be in U.S. funds drawn upon U.S. banks and in accordance with the rates and charges set forth in the professional Fees. Invoices are due and payable upon receipt.
- 15.5 If CLIENT disputes all or part of an invoice, CLIENT shall provide ECS with written notice stating in detail the facts of the dispute within fifteen (15) calendar days of the invoice date. CLIENT agrees to pay the undisputed amount of such invoice promptly.
- 15.6 ECS reserves the right to charge CLIENT an additional charge of one-and-one-half (1.5) percent (or the maximum percentage allowed by Law, whichever is lower) of the invoiced amount per month for any payment received by ECS more than thirty (30) calendar days from the date of the invoice, excepting any portion of the invoiced amount in dispute. All payments will be applied to accrued interest first and then to the unpaid principal amount. Payment of invoices shall not be subject to unilateral discounting or set-offs by CLIENT.
- 15.7 CLIENT agrees that its obligation to pay for the Services is not contingent upon CLIENT'S ability to obtain financing, zoning, approval of governmental or regulatory agencies, permits, final adjudication of a lawsuit, CLIENT'S successful completion of the Project, settlement of a real estate transaction, receipt of payment from CLIENT's client, or any other event unrelated to ECS provision of Services. Retainage shall not be withheld from any payment, nor shall any deduction be made from any invoice on account of penalty, liquidated damages, or other sums incurred by CLIENT. It is agreed that all costs and legal fees including actual attorney's fees, and expenses incurred by ECS in obtaining payment under this Agreement, in perfecting or obtaining a lien, recovery under a bond, collecting any delinquent amounts due, or executing judgments, shall be reimbursed by CLIENT.
- 15.8 Unless CLIENT has provided notice to ECS in accordance with Section 16.0 of these Terms, payment of any invoice by the CLIENT shall mean that the CLIENT is satisfied with ECS' Services and is not aware of any defects in those Services.

16.0 DEFECTS IN SERVICE

- 16.1 CLIENT and CLIENT's Contractors shall promptly inform ECS during active work on any project of any actual or suspected defects in the Services so to permit ECS to take such prompt, effective remedial measures that in ECS' opinion will reduce or eliminate the consequences of any such defective Services. The correction of defects attributable to ECS' failure to perform in accordance with the Standard of Care shall be provided at no cost to CLIENT. However, ECS shall not be responsible for the correction of any deficiency attributable to client-furnished information, the errors, omissions, defective materials, or improper installation of materials by CLIENT's personnel, consultants or contractors, or work not observed by ECS. CLIENT shall compensate ECS for the costs of correcting such defects.
- 16.2 Modifications to reports, documents and plans required as a result of jurisdictional reviews or CLIENT requests shall not be considered to be defects. CLIENT shall compensate ECS for the provision of such Services.
- 17.0 INSURANCE ECS represents that it and its subcontractors and subconsultants maintain workers compensation insurance, and that ECS is covered by general liability, automobile and professional liability insurance policies in coverage amounts it deems reasonable and adequate. ECS shall furnish certificates of insurance upon request. The CLIENT is responsible for requesting specific inclusions or limits of coverage that are not present in ECS insurance package. The cost of such inclusions or coverage increases, if available, will be at the expense of the CLIENT.

18.0 <u>LIMITATION OF LIABILITY</u>

- 18.1 CLIENT AGREES TO ALLOCATE CERTAIN RISKS ASSOCIATED WITH THE PROJECT BY LIMITING ECS' TOTAL LIABILITY TO CLIENT ARISING FROM ECS' PROFESSIONAL LIABILITY, I.E. PROFESSIONAL ACTS, ERRORS, OR OMISSIONS AND FOR ANY AND ALL CAUSES INCLUDING NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT, OR BREACH OF WARRANTY, INJURIES, DAMAGES, CLAIMS, LOSSES, EXPENSES, OR CLAIM EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES) RELATING TO PROFESSIONAL SERVICES PROVIDED UNDER THIS AGREEMENT TO THE FULLEST EXTENT PERMITTED BY LAW. THE ALLOCATION IS AS FOLLOWS.
 - 18.1.1 If the proposed fees are \$10,000 or less, ECS' total aggregate liability to CLIENT shall not exceed \$20,000, or the total fee received for the services rendered, whichever is greater.
 - 18.1.2 If the proposed fees are in excess of \$10,000, ECS' total aggregate liability to CLIENT shall not exceed \$50,000, or the total fee for the services rendered, whichever is greater.
- 18.2 CLIENT agrees that ECS shall not be responsible for any injury, loss or damage of any nature, including bodily injury and property damage, arising directly or indirectly, in whole or in part, from acts or omissions by the CLIENT, its employees, agents, staff, consultants, contractors, or subcontractors to the extent such injury, damage, or loss is caused by acts or omissions of CLIENT, its employees, agents, staff, consultants, contractors, subcontractors or person/entities for whom CLIENT is legally liable.
- 18.3 CLIENT agrees that ECS' liability for all non-professional liability arising out of this Agreement or the services provided as a result of the Proposal be limited to \$500.000.

19.0 INDEMNIFICATION

- 19.1 Subject to Section 18.0, ECS agrees to hold harmless and indemnify CLIENT from and against damages arising from ECS' negligent performance of its Services, but only to the extent that such damages are found to be caused by ECS' negligent acts, errors or omissions, (specifically excluding any damages caused by any third party or by the CLIENT.)
- 19.2 To the fullest extent permitted by law, CLIENT agrees to indemnify, and hold ECS harmless from and against any and all liability, claims, damages, demands, fines, penalties, costs and expenditures (including reasonable attorneys' fees and costs of litigation defense and/or settlement) ("Damages") caused in whole or in part by the acts, errors, or omissions of the CLIENT or CLIENT's employees, agents, staff, contractors, subcontractors, consultants, and clients, provided such Damages are attributable to: (a) the bodily injury, personal injury, sickness, disease and/or death of any person; (b) the injury to or loss of value to tangible personal property; or (c) a breach of these Terms. The foregoing indemnification shall not apply to the extent such Damage is found to be caused by the sole negligence, errors, omissions or willful misconduct of ECS.
- 19.3 It is specifically understood and agreed that in no case shall ECS be required to pay an amount of Damages disproportional to ECS' culpability. IF CLIENT IS A HOMEOWNER, HOMEOWNERS' ASSOCIATION, CONDOMINIUM OWNER, CONDOMINIUM OWNER'S ASSOCIATION, OR SIMILAR RESIDENTIAL OWNER, ECS RECOMMENDS THAT CLIENT RETAIN LEGAL COUNSEL BEFORE ENTERING INTO THIS AGREEMENT TO EXPLAIN CLIENT'S RIGHTS AND OBLIGATIONS HEREUNDER, AND THE LIMITATIONS, AND RESTRICTIONS IMPOSED BY THIS AGREEMENT. CLIENT AGREES THAT FAILURE OF CLIENT TO RETAIN SUCH COUNSEL SHALL BE A KNOWING WAIVER OF LEGAL COUNSEL AND SHALL NOT BE ALLOWED ON GROUNDS OF AVOIDING ANY PROVISION OF THIS AGREEMENT.
- 19.4 IF CLIENT IS A RESIDENTIAL BUILDER OR RESIDENTIAL DEVELOPER, CLIENT SHALL INDEMNIFY AND HOLD HARMLESS ECS AGAINST ANY AND ALL CLAIMS OR DEMANDS DUE TO INJURY OR LOSS INITIATED BY ONE OR MORE HOMEOWNERS, UNIT-OWNERS, OR THEIR HOMEOWNER'S ASSOCIATION, COOPERATIVE BOARD, OR SIMILAR GOVERNING ENTITY AGAINST CLIENT WHICH RESULTS IN ECS BEING BROUGHT INTO THE DISPUTE.
- 19.5 IN NO EVENT SHALL THE DUTY TO INDEMNIFY AND HOLD ANOTHER PARTY HARMLESS UNDER THIS SECTION 19.0 INCLUDE THE DUTY TO DEFEND.

20.0 CONSEQUENTIAL DAMAGES

- 20.1 CLIENT shall not be liable to ECS and ECS shall not be liable to CLIENT for any consequential damages incurred by either due to the fault of the other or their employees, consultants, agents, contractors or subcontractors, regardless of the nature of the fault or whether such liability arises in breach of contract or warranty, tort, statute, or any other cause of action. Consequential damages include, but are not limited to, loss of use and loss of profit.
- 20.2 ECS shall not be liable to CLIENT, or any entity engaged directly or indirectly by CLIENT, for any liquidated damages due to any fault, or failure to act, in part or in total by ECS, its employees, agents, or subcontractors.

21.0 SOURCES OF RECOVERY

- 21.1 All claims for damages related to the Services provided under this Agreement shall be made against the ECS entity contracting with the CLIENT for the Services, and no other person or entity. CLIENT agrees that it shall not name any affiliated entity including parent, peer, or subsidiary entity in any lawsuit brought under this Agreement.
- 21.2 In the event of any dispute or claim between CLIENT and ECS arising out of in connection with the Project and/or the Services, CLIENT and ECS agree that they will look solely to each other for the satisfaction of any such dispute or claim. Moreover, notwithstanding anything to the contrary contained in any other provision herein, CLIENT and ECS' agree that their respective shareholders, principals, partners, members, agents, directors, officers, employees, and/or owners shall have no liability whatsoever arising out of or in connection with the Project and/or Services provided hereunder. In the event CLIENT brings a claim against an affiliated entity, parent entity, subsidiary entity, or individual officer, director or employee in contravention of this Section 21, CLIENT agrees to hold ECS harmless from and against all damages, costs, awards, or fees (including attorneys' fees) attributable to such act.
- Pursuant to Fla. Stat. Sections 558.002 and 558.0035, CLIENT agrees that an individual employee or agent of ECS may not be held individually liable for negligence for acts or omissions arising out of the Services.
- 22.0 THIRD PARTY CLAIMS EXCLUSION CLIENT and ECS agree that the Services are performed solely for the benefit of the CLIENT and are not intended by either CLIENT or ECS to benefit any other person or entity. To the extent that any other person or entity shall not be deemed a third party beneficiary to the Agreement. No third-party shall have the right to rely on ECS' opinions rendered in connection with ECS' Services without written consent from both CLIENT and ECS, which shall include, at a minimum, the third-party's agreement to be bound to the same Terms and Conditions contained herein and third-party's agreement that ECS' Scope of Services performed is adequate.

23.0 DISPUTE RESOLUTION

23.1 In the event any claims, disputes, and other matters in question arising out of or relating to these Terms or breach thereof (collectively referred to as "Disputes"), the parties shall promptly attempt to resolve all such Disputes through executive negotiation between senior representatives of both parties familiar with the Project. The parties shall arrange a mutually convenient time for the senior representative of each party to meet. Such meeting shall occur within fifteen calendar (15) days of either party's written request for executive negotiation or as otherwise mutually

- agreed. Should this meeting fail to result in a mutually agreeable plan for resolution of the Dispute, CLIENT and ECS agree that either party may bring litigation.
- 23.2 CLIENT shall make no claim (whether directly or in the form of a third-party claim) against ECS unless CLIENT shall have first provided ECS with a written certification executed by an independent engineer licensed in the jurisdiction in which the Project is located, reasonably specifying each and every act or omission which the certifier contends constitutes a violation of the Standard of Care. Such certificate shall be a precondition to the institution of any judicial proceeding and shall be provided to ECS thirty (30) days prior to the institution of such judicial proceedings.
- 23.3 Litigation shall be instituted in a court of competent jurisdiction in the county or district in which ECS' office contracting with the CLIENT is located. The parties agree that the law applicable to these Terms and the Services provided pursuant to the Proposal shall be the laws of the Commonwealth of Virginia, but excluding its choice of law rules. Unless otherwise mutually agreed to in writing by both parties, CLIENT waives the right to remove any litigation action to any other jurisdiction. Both parties agree to waive any demand for a trial by jury.

24.0 CURING A BREACH

- 24.1 A party that believes the other has materially breached these Terms shall issue a written cure notice identifying its alleged grounds for termination. Both parties shall promptly and in good faith attempt to identify a cure for the alleged breach or present facts showing the absence of such breach. If a cure can be agreed to or the matter otherwise resolved within thirty (30) calendar days from the date of the termination notice, the parties shall commit their understandings to writing and termination shall not occur.
- 24.2 Either party may waive any right provided by these Terms in curing an actual or alleged breach; however, such waiver shall not affect future application of such provision or any other provision.

25.0 TERMINATION

- 25.1 CLIENT or ECS may terminate this Agreement for breach, non-payment, or a failure to cooperate. In the event of termination, the effecting party shall so notify the other party in writing and termination shall become effective fourteen (14) calendar days after receipt of the termination notice.
- 25.2 Irrespective of which party shall effect termination, or the cause therefore, ECS shall promptly render to CLIENT a final invoice and CLIENT shall immediately compensate ECS for Services rendered and costs incurred including those Services associated with termination itself, including without limitation, demobilizing, modifying schedules, and reassigning personnel.
- 26.0 TIME BAR TO LEGAL ACTION Unless prohibited by law, and notwithstanding any Statute that may provide additional protection, CLIENT and ECS agree that a lawsuit by either party alleging a breach of this Agreement, violation of the Standard of Care, non-payment of invoices, or arising out of the Services provided hereunder, must be initiated in a court of competent jurisdiction no more than two (2) years from the time the party knew, or should have known, of the facts and conditions giving rise to its claim, and shall under no circumstances shall such lawsuit be initiated more than three (3) years from the date of substantial completion of ECS' Services.
- 27.0 ASSIGNMENT CLIENT and ECS respectively bind themselves, their successors, assigns, heirs, and legal representatives to the other party and the successors, assigns, heirs and legal representatives of such other party with respect to all covenants of these Terms. Neither CLIENT nor ECS shall assign these Terms, any rights thereunder, or any cause of action arising therefrom, in whole or in part, without the written consent of the other. Any purported assignment or transfer, except as permitted above, shall be deemed null, void and invalid, the purported assignee shall acquire no rights as a result of the purported assignment or transfer and the non-assigning party shall not recognize any such purported assignment or transfer.
- **28.0** SEVERABILITY Any provision of these Terms later held to violate any law, statute, or regulation, shall be deemed void, and all remaining provisions shall continue in full force and effect. CLIENT and ECS shall endeavor to quickly replace a voided provision with a valid substitute that expresses the intent of the issues covered by the original provision.
- 29.0 <u>SURVIVAL</u> All obligations arising prior to the termination of the agreement represented by these Terms and all provisions allocating responsibility or liability between the CLIENT and ECS shall survive the substantial completion of Services and the termination of the Agreement.

30.0 TITLES; ENTIRE AGREEMENT

- 30.1 The titles used herein are for general reference only and are not part of the Terms.
- 30.2 These Terms together with the Proposal, including all exhibits, appendixes, and other documents appended to it, constitute the entire agreement between CLIENT and ECS ("Agreement"). CLIENT acknowledges that all prior understandings and negotiations are superseded by this Agreement.
- 30.3 CLIENT and ECS agree that subsequent modifications to the Agreement shall not be binding unless made in writing and signed by authorized representatives of both parties
- 30.4 All preprinted terms and conditions on CLIENT'S purchase order, Work Authorization, or other service acknowledgement forms, are inapplicable and superseded by these Terms and Conditions of Service.



RESOLUTION 2018-08

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WYNNFIELD LAKES COMMUNITY DEVELOPMENT DISTRICT CLASSIFYING SURPLUS TANGIBLE PERSONAL PROPERTY; AUTHORIZING DISPOSITION OF SURPLUS TANGIBLE PERSONAL PROPERTY; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, as such, the District is a governmental unit within the meaning of Chapter 274, Florida Statutes ("Governmental Unit"); and

WHEREAS, the District has purchased and owns certain pieces of pool furniture, which pieces of pool furniture were purchased for use in the District's amenity facility as set forth in **Exhibit A** ("Pool Furniture"); and

WHEREAS, the District desires to classify the Pool Furniture as surplus tangible personal property, and to determine that the Pool Furniture is obsolete and that continued use of the Pool Furniture is uneconomical, inefficient to maintain, and/or serves no useful function; and

WHEREAS, the District has considered the best interests of the District, the value and condition of the Pool Furniture, and the probability of the Pool Furniture's being desired by prospective donees or purchasers; and

WHEREAS, the District desires to dispose of the Pool Furniture for value to the highest responsible bidder, or by public auction, after publication of notice prior to the sale pursuant to Section 274.06, *Florida Statutes*; or, if such sale cannot reasonably be accomplished, by donating it either to another Governmental Unit within the District or to a private nonprofit agency as defined in Section 273.01(3), *Florida Statutes*; or, if neither sale nor donation can reasonably be accomplished, the District hereby determines that the Pool Furniture is without commercial value and desires to destroy or abandon it, all in accordance with the provisions of Chapter 274, *Florida Statutes*; and

WHEREAS, the District believes that disposing of the Pool Furniture in this fashion is the most efficient and cost-effective means of disposing of the Pool Furniture; and

WHEREAS, the District has estimated the value of the respective pieces of Pool Furniture to be more than Five Thousand Dollars (\$5,000); and

WHEREAS, the District believes that it is in its best interests to dispose of the Pool Furniture in this fashion.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE WYNNFIELD LAKES COMMUNITY DEVELOPMENT DISTRICT:

- **SECTION 1. INCORPORATION OF RECITALS.** All of the representations, findings and determinations contained within the recitals stated above are recognized as true and accurate and are expressly incorporated into this Resolution.
- **SECTION 2.** CLASSIFICATION OF SURPLUS TANGIBLE PERSONAL PROPERTY. The District hereby classifies the Pool Furniture as surplus tangible personal property, and hereby determines that the continued use of the Pool Furniture is uneconomical, inefficient to maintain, and/or serves no useful function.
- SECTION 3. DISPOSITION OF SURPLUS TANGIBLE PERSONAL PROPERTY. The District hereby directs and authorizes staff to dispose of the Pool Furniture for value to the highest responsible bidder, or by public auction, after publication of notice prior to the sale pursuant to Section 274.06, *Florida Statutes*; or, if such sale cannot reasonably be accomplished, by donating it either to another Governmental Unit within the District or to a private nonprofit agency as defined in Section 273.01(3), *Florida Statutes*; or, if neither sale nor donation can reasonably be accomplished, by destroying or abandoning it, all in accordance with the provisions of Chapter 274, *Florida Statutes*. Staff may dispose of the respective pieces of Pool Furniture to different persons, at different times. Although referenced jointly, it is the intent of the District to dispose of the Pool Furniture separately to the extent it is in the best interest of the
- **SECTION 4. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.
- **SECTION 5. EFFECTIVE DATE.** This Resolution shall take effect immediately upon the passage and adoption of this Resolution by the Board of Supervisors of the District.

PASSED AND ADOPTED this 19th day of September, 2018.

ATTEST:	BOARD OF SUPERVISORS OF THE WYNNFIELD LAKES COMMUNITY DEVELOPMENT DISTRICT
Witness	Chairperson, Board of Supervisors

Exhibit A Pool Furniture

3- Outdoor dining tables

12 – outdoor dining chairs

1-outdoor patio sofa with cushions

2-outdoor patio chairs with cushions

1-outdoor coffee table





Wynnfield Lakes Community Development District

12319 Wynnfield Lakes Drive, Jacksonville, Florida 32246

Memorandum

Date: September 19, 2018

To: Rich Whetsel via email

Operations Director

From: Christopher Hall Richard Waters

Operations Manager Amenity Manager

Re: Wynnfield Lakes, CDD

Monthly Managers Report

The following is a summary of activities related to the field operations of the Wynnfield Lakes Community Development District.

Amenity Manager:

- Thirty-nine access cards were issued since the last CDD meeting.
- Seven access cards were purchased to replace lost cards.
- Nine rentals took place since the last CDD meeting.
- The Wynnfield Lakes Block Party, featuring Coco, took place on July 28^{th.} The event was well received by the community.
- The next event will be Fall Fest and it will be held in November.

Fitness Center:

- RMS continues to maintain and clean the fitness equipment weekly.
- Southeast Fitness has performed the September quarterly preventative maintenance on all the equipment.
- Drain lines for the air conditioning is being cleaned out weekly by RMS staff to prevent more leaks in the ceiling.

Amenity/Pool/Playground:

- Two (2) GFCI outlets have been replaced in the pool equipment area.
- The sidewalks around the amenity center has been pressure washed.
- A urinal flush valve has been replaced in the men's restroom.
- Pool Sure will be repairing the marcite in the splash ground pool.

• Broken umbrellas have been replaced on the pool deck.

Landscaping / Irrigation:

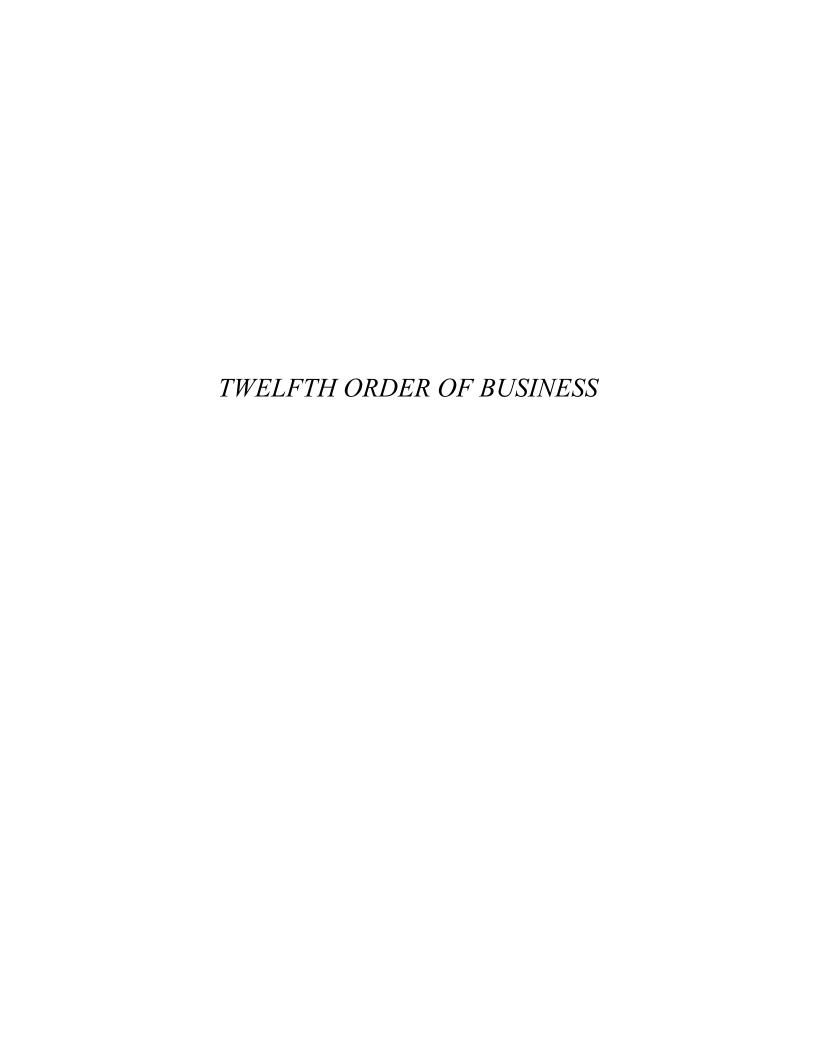
- Yellowstone continues maintaining all the landscaping.
- The soccer field has been aeriated to promote growth.
- An electrician was brought out to repair the irrigation controller at the amenity center.
- Several irrigation repairs have been made by Yellowstone.
- RMS is continuing to perform bi-weekly landscape inspections with Yellowstone.

Other Items:

- The lock has been replaced on the timeclock to prevent anyone from changing the times for the lights at the tennis courts.
- A new "No Soliciting" sign was installed at the entrance of the community.
- Goose Master's began their services on Sept. 4, 2018.
- Lake Doctors continues to maintain the lakes.
- RMS continues to clean the lake banks and outfall structures monthly.

Questions/Comments:

Should you have any questions or comments regarding the above information, please feel free to contact Chris at (352)681-9874 or Rich at (904) 759-8923



A.

Wynnfield Lakes Community Development District

Check Run Summary

September 19, 2018

GENERAL FUND 7/13/2018 3251-3253 \$3,797.42 7/27/2018 3254-3260 \$20,180.30 8/3/2018 3261-3267 \$16,157.29 8/10/2018 3268-3271 \$2,703.60 8/24/2018 3272-3276 \$7,777.72	Date	Check Numbers	Amount
7/27/2018 3254-3260 \$20,180.30 8/3/2018 3261-3267 \$16,157.29 8/10/2018 3268-3271 \$2,703.60 8/24/2018 3272-3276 \$7,777.72	GENERAL FUND		
8/3/2018 3261-3267 \$16,157.29 8/10/2018 3268-3271 \$2,703.60 8/24/2018 3272-3276 \$7,777.72	7/13/2018	3251-3253	\$3,797.42
8/10/2018 3268-3271 \$2,703.60 8/24/2018 3272-3276 \$7,777.72	7/27/2018	3254-3260	\$20,180.30
8/24/2018 3272-3276 \$7,777.72	8/3/2018	3261-3267	\$16,157.29
	8/10/2018	3268-3271	\$2,703.60
Total \$50.616.22	8/24/2018	3272-3276	\$7,777.72
10lul \$50,010.55	Total		\$50,616.33

YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 9/10/18 PAGE 1 WYNNFIELD LAKES - GENERAL FUND BANK A WYNNFIELD - GENERAL

CHECK VEND# DATE	INVOICEEXPENSED TO DATE INVOICE YRMO DPT ACCT#	. VENDOR NAME SUB SUBCLASS	STATUS	AMOUNT	CHECK AMOUNT #
7/13/18 00155	7/12/18 07122018 201806 320-57200	-49400	*	9.10	
	ICE FOR EVENT 7/12/18 07122018 201806 320-57200		*	56.22	
	REPLC FLOOR MATS-FIT.CNT 7/12/18 07122018 201806 320-57200		*	51.25	
	DRINKS & POPCORN-EVENT 7/12/18 07122018 201806 320-57200	-51000	*	4.46	
	BAIND AIDS-1ST AID KIT 7/12/18 07122018 201806 320-57200	-51000	*	7.74	
	CUPS FOR FITNESS CENTER 7/12/18 07122018 201806 320-57200	-51000	*	42.06	
	HD FAN FR FITNESS CENTER 7/12/18 07122018 201806 320-57200		*	12.97	
	BATTERIES 7/12/18 07122018 201806 320-57200		*	8.52	
	7/12/18 07122018 201806 320-57200		*	2.50	
	GAS FOR BLOWER 7/12/18 07122018 201806 320-57200		*	2.40	
	1ST CLASS MAIL	CASH			197.22 003251
7/13/18 00108	6/30/18 281 201806 320-57200	-46700 S -46700 -43400	*	2,818.20	
	6/30/18 282 201806 320-57200	-46700	*	555.00	
	7/02/18 280 201807 320-57200	-43400	*	117.00	
	ELECTRICIAN SVC CALL-IRR	RIVERSIDE MANAGEMENT SERVICES, INC			3,490.20 003252
7/13/18 00052	7/27/18 535265 201807 320-57200 RENTAL FOR 07/27 EVENT	-49400	*	110.00	
		SPACE WALK OF JACKSONVILLE			110.00 003253
7/27/18 00075	7/17/18 23456507 201807 320-57200	-34500	*	1,308.08	
	SECURITI SVC 07/17/2010	GIDDENS SECURITY CORPORATION			1,308.08 003254
7/27/18 00016	7/16/18 0687-911 201808 320-57200	-43300	*	622.83	
	AUG 10-REFUSE SERVICES	REPUBLIC SERVICES #687			622.83 003255
7/27/18 00108	7/23/18 283 201806 320-57200	-46600	*	1,625.00	
	7/23/18 283 201806 320-57200 JUN 18-REPAIRS/REPLCE	REPUBLIC SERVICES #687 	*	730.00	

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YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 9/10/18 PAGE 2 WYNNFIELD LAKES - GENERAL FUND BANK A WYNNFIELD - GENERAL

CHECK VEND# DATE	INVOICEEXPENSED TO DATE INVOICE YRMO DPT ACCT#	VENDOR NAME SUB SUBCLASS	STATUS	AMOUNT	CHECK AMOUNT #
	7/23/18 283 201806 320-57200- JUN 18-JANITORIAL SPPLIES	34201	*	422.07	
	7/23/18 283 201806 320-57200-		*	373.75	
	JUN 18-PERMIT FEES	RIVERSIDE MANAGEMENT SERVICES, INC			3,150.82 003256
	7/16/18 8862 201806 320-57200-		*	81.88	
	REPAIRS & RPLCMNTS	SOUTHEAST FITNESS REPAIR			81.88 003257
7/27/18 00052	7/28/18 542406 201807 320-57200-		*	549.00	
	RENTAL FOR 07/28 EVENT	SPACE WALK OF JACKSONVILLE			549.00 003258
7/27/18 00088	7/20/18 UC16040 201807 310-51300-	60100	*	215.00	
	ROOM RENTAL 07/18/2018	UNIVERSITY OF NORTH FLORIDA			215.00 003259
7/27/18 00190	6/30/18 220894 201806 320-57200-		*	279.46	
	JUN 18-IRRIGATION INSP. 6/30/18 220950 201806 320-57200-	43400	*	790.00	
	MASTER VALVE INSTALL 6/30/18 220962 201806 320-57200-	46102	*	500.00	
	ARBOR JET TREATMENT 6/30/18 221124 201806 320-57200-		*	340.00	
	INST.SURGE PROTECTOR-IRR. 6/30/18 221125 201806 320-57200-		*	992.50	
	POOL CLOCK RPLCMENT 6/30/18 221129 201806 320-57200-	46102	*	6,342.00	
	BROWN MULCH APPLICATION 6/30/18 221133 201806 320-57200-		*	255.66	
	INST.FLAX LILY @ POOL 6/30/18 221134 201806 320-57200-	46102	*	594.44	
	INST.SOD @ FRONT ENTRANCE 7/01/18 219632 201807 320-57200-		*	4,158.63	
	JUL 18-LANDSCAPE MAINT	YELLOWSTONE LANDSCAPE			14,252.69 003260
8/03/18 00080	8/03/18 AUG 18 201808 320-57200-		*	42.00	
	AUG 18-LANDSCAPE MAINT	DAMIR AND MELANIE DELIC			42.00 003261
8/03/18 00075	7/31/18 23456557 201807 320-57200-		*	1,260.80	
	SECURITY SVC - JUL 16-29	GIDDENS SECURITY CORPORATION			1,260.80 003262

YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 9/10/18 PAGE 3 WYNNFIELD LAKES - GENERAL FUND BANK A WYNNFIELD - GENERAL

	INVOICE EXPENSED TO VENDOR NAME DATE INVOICE YRMO DPT ACCT# SUB SUBCLASS	STATUS	AMOUNT	CHECK AMOUNT #
8/03/18 00007	8/01/18 443 201808 310-51300-34000	*	3,833.83	
	AUG 18-MGMT FEES 8/01/18 443 201808 310-51300-35100	*	83.33	
	AUG 18-IT SERVICES 8/01/18 443 201808 310-51300-31300	*	83.33	
	AUG 18-DISSEMINATION SVCS 8/01/18 443	*	3.07	
	AUG 18-OFFICE SUPPLIES 8/01/18 443 201808 310-51300-42000	*	70.54	
	AUG 18-POSTAGE 8/01/18 443 201808 310-51300-42500	*	104.10	
	AUG 18-COPIES 8/01/18 444 201808 320-57200-34400	*	1,750.00	
	AUG 18-CONTRACT ADMIN GOVERNMENTAL MANAGEMENT SERVICE	ES 		5,928.20 003263
8/03/18 00012	7/20/18 08366811 201807 320-53800-43001	*	110.84	
	12510 DIAMOND SPRINGS DR 7/24/18 25236787 201807 320-53800-43000	*	1,246.26	
	JUL 18-ELECTRIC SERVICES 7/24/18 25236787 201807 320-53800-43001	*	1,492.27	
	JUL 18-IRRIGATION SVCS 7/24/18 25236787 201807 320-53800-43001	*	238.75	
	JUL 18-SEWER SVCS 7/24/18 25236787 201807 320-53800-43001	*	86.09	
	JUL 18-WATER SVCS JEA			3,174.21 003264
8/03/18 00108	8/01/18 284 201808 320-57200-34200	*	729.58	
	AUG 18-JANITORIAL SVCS 8/01/18 284 201808 320-57200-34300	*	4,160.50	
	AUG 18-FACILITY MGMT SVCS RIVERSIDE MANAGEMENT SERVICES,I	INC		4,890.08 003265
8/03/18 00028	8/01/18 376355 201808 320-57200-46800	*	750.00	
	AUG 18-LAKE MAIN THE LAKE DOCTORS, INC.			750.00 003266
8/03/18 00189	8/01/18 AUG 18 201808 320-57200-46102	*	70.00	
	AUG 18-WATR & SEWER REIMB 8/01/18 080118 201808 320-57200-46101	*	42.00	
	AUG 18-LANDSCAPE MAIN PETER AND JENNIFER TOWNSEND			112.00 003267
8/10/18 00029	7/26/18 1711060 201808 320-57200-41000	*	288.63	
	12319 WYNNEFIELD LAKES DR COMCAST			288.63 003268

AP300R *** CHECK NOS. 003251-003276

YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 9/10/18 PAGE 4 WYNNFIELD LAKES - GENERAL FUND BANK A WYNNFIELD - GENERAL

TOTAL FOR REGISTER

50,616.33

		TIME IT WITHIN THEE CONDICIE			
CHECK VEND# DATE	INVOICEEXPENSED TO DATE INVOICE YRMO DPT ACCT# 8		STATUS	AMOUNT	CHECK AMOUNT #
8/10/18 00069	7/26/18 12350614 201807 310-51300-	49000	*	198.67	
		CRYSTAL SPRINGS			198.67 003269
8/10/18 00008	6/30/18 101865 201806 310-51300-	31500	*	69.50	
		HOPPING, GREEN & SAMS			69.50 003270
8/10/18 00108	7/31/18 286 201808 320-57200-		*		
	8/07/18 285 201807 320-57200- JUL 18-RENTAL ATTENDANT	46700	*	120.00	
	JUL 10-RENIAL AITENDANI	RIVERSIDE MANAGEMENT SERVICES, INC			2,146.80 003271
8/24/18 00073	8/07/18 0F615728 201808 320-57200-		*	173.76	
	FIRE EXT.INSPECTION	CINTAS FIRE PROTECTION			173.76 003272
	8/10/18 M19471 201807 320-57200-	46200	*	2,522.50	
	JUL 18-POOL SERVICES	CRYSTAL CLEAN POOL SERVICE, INC			2,522.50 003273
	8/16/18 31271 201808 320-57200- RPLC BAD CONTACTOR		*	300.00	
	RPLC BAD CONTACTOR	EAST COAST WELLS & PUMP SERVICE			300.00 003274
8/24/18 00016	8/16/18 0687-918 201809 320-57200- SEP 18-REFUSE SERVICES		*		
		REPUBLIC SERVICES #687			622.83 003275
8/24/18 00190	8/01/18 223311 201808 320-57200- AUG 18-LANDSCAPE MAIN		*	4,158.63	
	AUG 18-LANDSCAPE MAIN	YELLOWSTONE LANDSCAPE			4,158.63 003276
		TOTAL FOR BANK			



Wynnfield Lakes Community Development District

Unaudited Financial Statements as of July 31, 2018

Board of Supervisors Meeting September 19, 2018

COMMUNITY DEVELOPMENT DISTRICT COMBINED BALANCE SHEET

July 31, 2018

	July 31, 2010		Non-Major		
	Major i	Funds	Fund	Totals	
	General	Debt Service	Capital Reserve	Governmental Funds	
ASSETS:					
Cash	\$72,384		\$7,407	\$79,791	
Petty Cash	\$200			\$200	
US Bank Custody Account	\$150,042			\$150,042	
State Board of Administration Investments: Series 2014			\$181,602	\$181,602	
Reserve		\$261,087		\$261,087	
Revenue		\$133,508		\$133,508	
Redemption		\$12		\$12	
Total assets	\$222,625	\$394,608	\$189,009	\$806,242	
LIABILITIES					
Accounts Payable	\$6,354			\$6,354	
Total liabilities	\$6,354	\$0	\$0	\$6,354	
FUND BALANCES:					
Restricted for:					
Debt Service		\$394,608		\$394,608	
Assigned to:					
Capital reserves			\$189,009	\$189,009	
Unassigned	\$216,271			\$216,271	
Total fund balances	\$216,271	\$394,608	\$189,009	\$799,888	
TOTAL LIABILITIES AND FUND BALANCES	\$222,625	\$394,608	\$189,009	\$806,242	

COMMUNITY DEVELOPMENT DISTRICT GENERAL FUND

	ADOPTED BUDGET	PRORATED BUDGET THRU 07/31/2018	ACTUAL THRU 07/31/2018	VARIANCE
REVENUES:				
Maintenance Assessments	\$500,362	\$500,362	\$501,806	\$1,444
Clubhouse Income	\$250	\$250	\$3,104	\$2,854
Interest Income	\$15	\$15	\$447	\$432
TOTAL REVENUES	\$500,627	\$500,627	\$505,357	\$4,730
EXPENDITURES:				
ADMINISTRATIVE:				
Supervisor Fees	\$6,000	\$5,000	\$4,400	\$600
FICA Expense	\$459	\$383	\$337	\$46
Engineering	\$4,500	\$3,750	\$1,628	\$2,122
Arbitrage (Grau)	\$1,200	\$1,000	\$150	\$850
Trustee (US Bank)	\$4,400	\$3,667	\$0	\$3,667
Assessment Roll (GMS)	\$5,000	\$5,000	\$5,000	\$0
Attorney (HGS)	\$22,000	\$18,333	\$9,080	<i>\$9,253</i>
Dissemination Agent (GMS)	\$1,100	\$917	\$833	\$83
Annual Audit (Grau)	\$3,700	\$3,700	\$3,700	\$0
Management Fees (GMS)	\$46,006	\$38,338	\$38,338	\$0
Computer Time	\$1,000	\$833	\$833	\$0
Travel & Per Diem	\$100	\$83	\$0	\$83
Telephone	\$125	\$104	\$116	(\$12)
Postage	\$300	\$250	\$598	(\$348)
Printing & Binding	\$750	\$625	\$373	\$252
Insurance (FIA)	<i>\$7,783</i>	<i>\$7,783</i>	<i>\$6,759</i>	\$1,024
Legal Advertising	\$1,000	\$833	\$1,646	(\$813)
Other Current Charges	\$4,200	\$3,500	\$2,726	\$774
Office Supplies	\$50	\$42	\$206	(\$165)
Dues, Licenses ⊕ Subscriptions (DCA)	\$175	\$175	\$175	\$0
Meeting Room	\$1,290	\$1,075	\$1,075	\$0
TOTAL ADMINISTRATIVE	\$111,138	\$95,391	\$77,974	\$17,417

COMMUNITY DEVELOPMENT DISTRICT GENERAL FUND

	ADOPTED	PRORATED BUDGET	ACTUAL	
	BUDGET	THRU 07/31/2018	THRU 07/31/2018	VARIANCE
<u>Operations</u>				
Insurance (FIA)	<i>\$7,985</i>	\$7,985	\$7,605	\$380
Field Management (GMS)	\$21,000	\$17,500	\$17,500	\$0
Amenity Center Management (RMS)	\$49,926	\$41,605	\$41,605	\$0
Office Supplies / Mailings / Printings	\$1,250	\$1,042	\$589	\$453
Pool Maintenance (Crystal Clean Pools)	\$12,500	\$10,417	\$11,360	(\$943)
Pool Chemicals	\$7,000	\$5,833	\$2,360	\$3,473
Permit Fees	\$1,500	\$1,250	\$1,450	(\$200)
Landscape Maintenance (Brightview))	\$49,908	\$41,590	\$41,173	\$417
Landscape Contingency	\$8,100	\$6,750	\$10,870	(\$4,120)
Irrigation Maintenance	\$3,000	\$2,500	\$3,616	(\$1,116)
Lake Maintenance (Lake Doctors)	\$17,200	\$14,333	\$7,500	\$6,833
General Facility Maintenance	\$19,500	\$16,250	\$13,933	\$2,317
Facility Attendants (RMS)	\$10,320	\$8,600	\$5,393	\$3,207
Repairs & Replacements	\$30,000	\$25,000	\$25,034	(\$34)
Electric (JEA)	\$16,000	\$13,333	\$13,203	\$131
Water & Sewer/Irrigation (JEA)	\$33,000	\$27,500	\$19,130	\$8,370
Telephone/Internet & Cable (Comcast)	\$3,200	\$2,667	\$2,775	(\$108)
Security Service/Monitoring (Giddens)	\$33,250	\$27,708	\$28,175	(\$467)
Refuse Service	\$5,800	\$4,833	\$5,691	<i>(\$857)</i>
Janitorial (RMS)	<i>\$8,755</i>	\$7,296	\$7,296	\$0
Janitorial Supplies	\$3,500	\$2,917	\$2,632	\$285
Stormwater User Fees	\$1,140	\$950	\$0	\$950
Special Events	\$7,500	\$6,250	\$7,432	(\$1,182)
Recreation Passes	\$500	\$500	\$5,515	(\$5,015)
Reserve Funding-CY	\$47,319	\$47,319	\$47,319	\$0
Contingency	\$5,363	\$4,469	\$2,456	\$2,013
TOTAL FIELD	\$404,516	\$346,398	\$331,613	\$14,785
TOTAL EXPENDITURES	\$515,655	\$441,789	\$409,587	\$32,202
OTHER FINANCING SOURCES AND (USES)				
Interfund Transfer In/(Out) to/from DSF	\$7,563	\$7,563	\$2,697	(\$4,866)
TOTAL OTHER FINANCING SOURCES AND (USES)	\$7,563	\$7,563	\$2,697	(\$4,866)
EXCESS REVENUES (EXPENDITURES)	(\$7,465)		\$98,467	
FUND BALANCE - Beginning	\$7,465		\$117,804	
FUND BALANCE - Ending	\$0	!	\$216,271	

COMMUNITY DEVELOPMENT DISTRICT DEBT SERVICE FUND SERIES 2014

	ADOPTED BUDGET	PRORATED THRU 07/31/2018	ACTUAL THRU 07/31/2018	VARIANCE
REVENUES:	DODGET	1111KO 07751/2010	771KC 0773172010	VIIIIIIIVEE
Assessments - Levy Interest Income Assessments - Direct	\$519,636 \$100 \$0	\$519,636 \$100 \$0	\$521,201 \$5,662 \$5,000	\$1,566 \$5,562 \$5,000
TOTAL REVENUES	\$519,736	\$519,736	\$531,864	\$12,128
EXPENDITURES:				
Series 2014A Interest - 11/01 Interest - 5/01 Principal - 5/01 Principal - Special Call 11/01 Principal - Special Call 05/01	\$132,413 \$132,413 \$255,000 \$0 \$0	\$132,413 \$132,300 \$255,000 \$0 \$0	\$132,413 \$132,300 \$255,000 \$5,000 \$10,000	\$0 \$0 \$0 \$0 (\$5,000) (\$10,000)
TOTAL EXPENDITURES	\$519,825	\$519,713	\$534,713	(\$15,000)
OTHER FINANCING SOURCES (USES)				
Interfund Transfer In / (Out)	(\$7,563)	(\$7,563)	(\$2,697)	\$4,866
TOTAL OTHER FINANCING SOURCES (USES)	(\$7,563)	(\$7,563)	(\$2,697)	\$4,866
EXCESS REVENUES (EXPENDITURES)	(\$7,652)		(\$5,546)	
FUND BALANCE - Beginning	\$136,966		\$400,154	
FUND BALANCE - Ending	\$129,314		\$394,608	

WYNNFIELD LAKES COMMUNITY DEVELOPMENT DISTRICT Long Term Debt Report FY 2018

Series 2014, Special Assessment Bonds				
Interest Rate:	1.750%			
Maturity Date:	5/1/2018	\$255,000.00		
Interest Rate:	2.250%			
Maturity Date:	5/1/2019	\$260,000.00		
Interest Rate:	2.625%			
Maturity Date:	5/1/2020	\$265,000.00		
Interest Rate:	3.000%			
Maturity Date:	5/1/2021	\$275,000.00		
Interest Rate:	3.250%			
Maturity Date:	5/1/2022	\$285,000.00		
Interest Rate:	3.500%			
Maturity Date:	5/1/2023	\$290,000.00		
Interest Rate:	3.625%			
Maturity Date:	5/1/2024	\$305,000.00		
Interest Rate:	3.750%			
Maturity Date:	5/1/2025	\$315,000.00		
Interest Rate:	4.000%			
Maturity Date:	5/1/2026	\$325,000.00		
Interest Rate:	4.250%			
Maturity Date:	5/1/2030	\$1,450,000.00		
Interest Rate:	4.500%			
Maturity Date:	5/1/2036	\$2,720,000.00		
Reserve Fund Requirement:	50% Max Annual Debt Service			
Bonds outstanding - 9/30/2017		\$6,480,000.00		
Less:	November 1, 2017 (Special Call)	(\$5,000.00)		
	May 1, 2018 (Mandatory)	(\$255,000.00)		
	May 1, 2018 (Special Call)	(\$10,000.00)		
Current Bonds Outstanding		\$6,475,000.00		
T. 1. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2. 1. 2.		¢c 455 000 00		
Total Current Bonds Outstandin	<u>g</u>	\$6,475,000.00		

COMMUNITY DEVELOPMENT DISTRICT CAPITAL RESERVE FUND

	ADOPTED BUDGET	PRORATED THRU 07/31/2018	ACTUAL THRU 07/31/2018	VARIANCE
REVENUES:	BODGLI	11110 07/31/2010	11110 07/31/2010	VARIANCE
Interest Income Capital Reserve Transfer	\$50 \$47,319	\$50 \$47,319	\$2,415 \$47,319	\$2,365 \$0
TOTAL REVENUES	\$47,369	\$47,369	\$49,735	\$2,365
EXPENDITURES:				
Capital Outlay Other Service Charges	\$15,000 \$350	\$12,487 \$360	\$12,487 \$360	\$0 \$0
TOTAL EXPENDITURES	\$15,350	\$12,847	\$12,847	\$0
EXCESS REVENUES (EXPENDITURES)	\$32,019		\$36,888	
FUND BALANCE - Beginning	\$0		\$152,121	
FUND BALANCE - Ending	\$32,019		\$189,009	

WYNNFIELD LAKES Community Development District

General Fund Statement of Revenues and Expenditures (Month by Month) FY 2018

	OCT	NOV	DEC 2017	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	TOTAL
Davision	2017	2017	2017	2018	2018	2018	2018	2018	2018	2018	2018	2018	
Revenues													
Maintenance Assessments	\$0	\$18,082	\$465,752	\$4,678	\$1,198	\$3,630	\$4,368	\$2,518	\$1,581	\$0	\$0	\$0	\$501,806
Clubhouse Income	\$0	\$0	\$0	\$1,104	\$0	\$0	\$275	\$0	\$1,300	\$425	\$0	\$0	\$3,104
Signage Lease Income	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Interest Income	\$0	\$12	\$5	\$72	\$75	\$58	\$56	\$60	\$63	\$46	\$0	\$0	\$447
Total Revenues	\$0	\$18,094	\$465,757	\$5,853	\$1,273	\$3,688	\$4,699	\$2,577	\$2,944	\$471	\$0	\$0	\$505,357
Supervisor Fees	\$600	\$0	\$0	\$800	\$200	\$800	\$200	\$800	\$0	\$1,000	\$0	\$0	\$4,400
FICA Expense	\$46	\$0	\$0	\$61	\$15	\$61	\$15	\$61	\$0	\$77	\$0	\$0	\$337
Engineering	\$813	\$0	\$0	\$63	\$0	\$0	\$0	\$753	\$0	\$0	\$0	\$0	\$1,628
Arbitrage (Grau)	\$0	\$50	\$0	\$0	\$0	\$0	\$100	\$0	\$0	\$0	\$0	\$0	\$150
Trustee (US Bank)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Assessment Roll (GMS)	\$5,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,000
Attorney (HGS)	\$1,715	\$170	\$0	\$2,405	\$101	\$2,324	\$92	\$2,206	\$70	\$0	\$0	\$0	\$9,080
Dissemination Agent (GMS)	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$0	\$0	\$833
Annual Audit (Grau)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,700	\$0	\$0	\$0	\$0	\$3,700
Management Fees (GMS)	\$3,834	\$3,834	\$3,834	\$3,834	\$3,834	\$3,834	\$3,834	\$3,834	\$3,834	\$3,834	\$0	\$0	\$38,338
Computer Time	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$0	\$0	\$833
Travel & Per Diem	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Telephone	\$0	\$0	\$12	\$0	\$0	\$35	\$0	\$7	\$63	\$0	\$0	\$0	\$116
Postage	\$12	\$82	\$9	\$6	\$15	\$0	\$7	\$12	\$316	\$138	\$0	\$0	\$598
Printing & Binding	\$1	\$49	\$3	\$3	\$112	\$11	\$11	\$3	\$180	\$1	\$0	\$0	\$373
Insurance (FIA)	\$6,759	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$6,759
Legal Advertising	\$69	\$0	\$0	\$148	\$0	\$9	\$86	\$160	\$1,175	\$0	\$0	\$0	\$1,646
Other Current Charges	\$236	\$307	\$303	\$41	\$496	\$274	\$266	\$256	\$286	\$262	\$0	\$0	\$2,726
Office Supplies	\$0	\$3	\$0	\$0	\$3	\$0	\$3	\$0	\$199	\$0	\$0	\$0	\$206
Dues, Licenses & Subscriptions (DCA)	\$175	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$175
Meeting Room	\$215	\$0	\$0	\$215	\$0	\$215	\$0	\$215	\$215	\$0	\$0	\$0	\$1,075
Total Administrative	\$19,641	\$4,660	\$4,328	\$7,741	\$4,941	\$7,729	\$4,781	\$12,172	\$6,503	\$5,478	\$0	\$0	\$77,974

WYNNFIELD LAKES Community Development District

General Fund Statement of Revenues and Expenditures (Month by Month) FY 2018

	OCT 2015	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	TOTAL
	2017	2017	2017	2018	2018	2018	2018	2018	2018	2018	2018	2018	
Insurance (FIA)	\$7,605	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$7,605
Field Management (GMS)	\$1,750	\$1,750	\$1,750	\$1,750	\$1,750	\$1,750	\$1,750	\$1,750	\$1,750	\$1,750	\$0	\$0	\$17,500
Amenity Center Management (RMS)	\$4,161	\$4,161	\$4,161	\$4,161	\$4,161	\$4,161	\$4,161	\$4,161	\$4,161	\$4,161	\$0	\$0	\$41,605
Office Supplies / Mailings / Printings	\$14	\$27	\$398	\$0	\$0	\$35	\$35	\$0	\$81	\$0	\$0	\$0	\$589
Pool Maintenance (Crystal Clean Pools)	\$900	\$900	\$900	\$900	\$900	\$900	\$900	\$1,638	\$900	\$2,523	\$0	\$0	\$11,360
Pool Chemicals	\$295	\$443	\$0	\$885	\$0	\$0	\$738	\$0	\$0	\$0	\$0	\$0	\$2,360
Permit Fees	\$0	\$345	\$0	\$531	\$0	\$0	\$0	\$200	\$374	\$0	\$0	\$0	\$1,450
Landscape Maintenance (Brightview))	\$4,159	\$4,159	\$4,159	\$4,159	\$4,159	\$4,159	\$3,743	\$4,159	\$4,159	\$4,159	\$0	\$0	\$41,173
Landscape Contingency	\$196	\$196	\$996	\$196	\$196	\$698	\$196	\$196	\$7,846	\$154	\$0	\$0	\$10,870
Irrigation Maintenance	\$585	\$0	\$504	\$0	\$473	\$0	\$303	\$225	\$1,409	\$117	\$0	\$0	\$3,616
Lake Maintenance (Lake Doctors)	\$750	\$750	\$750	\$750	\$750	\$750	\$750	\$750	\$750	\$750	\$0	\$0	\$7,500
General Facility Maintenance	\$1,625	\$1,625	\$1,484	\$1,625	\$0	\$41	\$3,291	\$1,625	\$2,618	\$0	\$0	\$0	\$13,933
Facility Attendants (RMS)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,900	\$3,373	\$120	\$0	\$0	\$5,393
Repairs & Replacements	\$1,954	\$5,812	\$2,691	\$2,342	\$2,451	\$1,520	\$3,001	\$1,772	\$3,491	\$0	\$0	\$0	\$25,034
Electric (JEA)	\$1,404	\$941	\$1,131	\$1,645	\$1,488	\$1,479	\$1,230	\$1,427	\$1,211	\$1,246	\$0	\$0	\$13,203
Water & Sewer/Irrigation (JEA)	\$1,650	\$1,777	\$1,689	\$1,945	\$1,695	\$1,792	\$2,332	\$3,156	\$1,165	\$1,928	\$0	\$0	\$19,130
Telephone/Internet & Cable (Comcast)	\$263	\$273	\$263	\$278	\$278	\$269	\$285	\$289	\$289	\$289	\$0	\$0	\$2,775
Security Service/Monitoring (Giddens)	\$2,802	\$2,522	\$3,861	\$2,537	\$2,522	\$2,522	\$2,522	\$3,798	\$2,522	\$2,569	\$0	\$0	\$28,175
Refuse Service	\$533	\$532	\$532	\$541	\$541	\$541	\$615	\$616	\$616	\$625	\$0	\$0	\$5,691
Janitorial (RMS)	\$730	\$730	\$730	\$730	\$730	\$730	\$730	\$730	\$730	\$730	\$0	\$0	\$7,296
Janitorial Supplies	\$291	\$1,083	\$118	\$9	\$71	\$14	\$347	\$277	\$422	\$0	\$0	\$0	\$2,632
Stormwater User Fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Special Events	\$3,085	\$0	\$0	\$0	\$875	\$61	\$1,871	\$0	\$485	\$1,054	\$0	\$0	\$7,432
Recreation Passes	\$0	\$0	\$0	\$0	\$5,515	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,515
Reserve Funding-CY	\$0	\$0	\$0	\$0	\$0	\$47,319	\$0	\$0	\$0	\$0	\$0	\$0	\$47,319
Contingency	\$0	\$2,456	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,456
3 ,													
Total Field Expenditures	\$34,751	\$30,481	\$26,117	\$24,983	\$28,554	\$68,739	\$28,798	\$28,667	\$38,351	\$22,173	\$0	\$0	\$331,613
•													
Subtotal Operating Expenditures	\$54,391	\$35,141	\$30,445	\$32,724	\$33,495	\$76,468	\$33,579	\$40,839	\$44,854	\$27,651	\$0	\$0	\$409,587
Interfund Transfers	\$2,697	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,697
Interfund Transfers	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Excess Revenues (Expenditures)	(\$51,694)	(\$17,046)	\$435,313	(\$26,871)	(\$32,223)	(\$72,780)	(\$28,881)	(\$38,262)	(\$41,910)	(\$27,180)	\$0	\$0	\$98,467

C.

Wynnfield Lakes CDD

Special Assessment Receipts Fiscal Year Ending September 30, 2017

											\$.30	540,930.72 0.36300.10000		561,837.60 0.36300.10000	\$1	,102,768.32
Date Received	Description	Gro	ss Tax Received	Disc	counts/Penalties	C	ommissions Paid	terest come	ı	Net Amount Received	G	eneral Fund 49.05%	De	ebt Svc Fund 50.95%		Total 100%
11/15/17	11/01/2017-11/08/2017	\$	25,818.80	\$	1,032.77	\$	867.51	\$ _	\$	23.918.52	\$	11.732.53	\$	12,185.99	\$	23,918.52
11/21/17	11/09/2017-11/16/2017	\$	13.972.80		558.93	\$	469.49	\$	\$	12.944.38	5	6.349.49	\$	6.594.89	\$	12.944.38
12/01/17	11/17/2017-11/27/2017	\$	319,395.28	\$	12,776.01	\$	10,731.68	\$ -	\$	295,887.59	\$	145,139.00	\$	150,748.59	\$	295,887.59
12/06/17	11/28/2017-11/30/2017	\$	679,694.40	\$	27,181.42	\$	22,837.95	\$ -	\$	629,675.03	\$	308,868.65	\$	320,806.38	\$	629,675.03
12/13/17	12/01/2017-12/08/2017	\$	12,909.40	\$	490.55	\$	434.66	\$ -	\$	11,984.19	\$	5,878.49	\$	6,105.70	\$	11,984.19
12/22/17	12/09/2017-12/19/2017	\$	12,909.40	\$	516.37	\$	433.76	\$ -	\$	11,959.27	\$	5,866.27	\$	6,093.00	\$	11,959.27
01/11/18	12/20/2017-12/31/2017	\$	7,602.74	\$	249.97	\$	257.35	\$ -	\$	7,095.42	\$	3,480.45	\$	3,614.97	\$	7,095.42
01/24/18	01/01/2018-01/16/2018	\$	2,581.88	\$	51.64	\$	88.55	\$ -	\$	2,441.69	\$	1,197.70	\$	1,243.99	\$	2,441.69
02/07/18	01/17/2018-01/31/2018	\$	2,581.88	\$	51.64	\$	88.55	\$ -	\$	2,441.69	\$	1,197.70	\$	1,243.99	\$	2,441.69
03/07/18	02/13/2018-02/28/2018	\$	7,745.64	\$	77.46	\$	268.38	\$ -	\$	7,399.80	\$	3,629.76	\$	3,770.04	\$	7,399.80
04/05/18	03/21/2018-03/31/2018	\$	3,236.54	\$	-	\$	113.28	\$ -	\$	3,123.26	\$	1,532.02	\$	1,591.24	\$	3,123.26
04/18/18	04/01/2018-04/13/2018	\$	5,913.96	\$	(77.46)	\$	209.70	\$ -	\$	5,781.72	\$	2,836.05	\$	2,945.67	\$	5,781.72
05/19/18	04/14/2018-04/30/2018	\$	5,163.76	\$	(154.91)	\$	186.15	\$ -	\$	5,132.52	\$	2,517.61	\$	2,614.91	\$	5,132.52
06/22/18	06/01/2018-06/15/2018	\$	3,241.84	\$	(97.25)	\$	116.87	\$ -	\$	3,222.22	\$	1,580.57	\$	1,641.66	\$	3,222.22
		\$	1,102,768.32	\$	42,657.14	\$	37,103.88	\$ -	\$	1,023,007.30	\$	501,806.29	\$	521,201.01	\$	1,023,007.30

Due to General Fund \$

(0.01) 001.300.13100.10300

Gross Percent Collected Gross Amount Remaining to Collect 100% \$0.00

Transfer to General Fund										
Date	Check #		GF							
11/30/2017	TXFER	\$	11,732.53							
11/30/2017	TXFER	\$	6,349.49							
12/31/2017	TXFER	\$	145,139.00							
12/31/2017	TXFER	\$	308,868.65							
12/31/2017	TXFER	\$	5,878.49							
12/31/2017	TXFER	\$	5,866.27							
1/31/2018	TXFER	\$	3,480.45							
01/312018	TXFER	\$	1,197.70							
2/7/2018	TXFER	\$	1,197.70							
3/7/2018	TXFER	\$	3,629.76							
4/5/2018	TXFER	\$	1,532.02							
4/18/2018	TXFER	\$	2,836.05							
5/19/2018	TXFER	\$	2,517.61							
6/22/2018	TXFER	\$	1,580.57							
		\$	501,806.29							