

## **Gramercy Farms Community Development District**

Board of Supervisors Meeting December 20, 2023

District Office: 8529 South Park Circle, Suite 330 Orlando, Florida 32819 407.472.2471

www.gramercyfarmscdd.org

## GRAMERCY FARMS COMMUNITY DEVELOPMENT DISTRICT

#### www.gramercyfarmscdd.org

**Board of Supervisors** Rolando Fernandez Chairman

Joel Sanchez Vice Chairman
Elizabeth Fernandez Board Supervisor
Bob Bishop Board Supervisor

**District Manager** Brian Mendes Rizzetta & Company, Inc.

**District Counsel** Wes Haber Kutak Rock

**District Engineer** Greg Woodcock Stantec

All cellular phones must be placed on mute while in the meeting room.

The Audience Comment portion of the agenda is where individuals may make comments on matters that concern the District. Individuals are limited to a total of three (3) minutes to make comments during this time.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (407) 472-2471. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) 1-800-955-8770 (Voice), who can aid you in contacting the District Office.

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

#### GRAMERCY FARMS DEVELOPMENT DISTRICT

<u>District Office · Orlando, Florida · (407) 472-2471</u> <u>Mailing Address · 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614</u> www.gramercyfarmscdd.org

Board of Supervisors Gramercy Farms Community Development District **December 13, 2023** 

#### FINAL AGENDA

#### **Dear Board Members:**

8.

**ADJOURNMENT** 

The meeting of the Board of Supervisors of the Gramercy Farms Community Development District will be held on **December 20, 2023, at 9:00 a.m.** at the **Anthem Park Clubhouse** located at **2090 Continental Street, St. Cloud, Florida 34769**. The following is the **final** agenda for the meeting:

1.	CAL	LL TO ORDER/ROLL CALL
2.	PUE	BLIC COMMENT
3.	CO	MMUNITY UPDATES
	A.	Landscape Inspection ReportTab 1
	B.	Monthly Report from Aquatic Weed Management
	C.	HP Home Solutions Update
		1. Consideration of New Fountian ProposalTab 2
		2. Consideration of Sign Repairs
4.	BUS	SINESS ADMINISTRATION
	A.	Consideration of the Minutes of the Board of Supervisors
		Meeting held on November 29, 2023Tab 3
	B.	Ratification of Operation and Maintenance Expenditures for
		October 2023Tab 4
5.	BUS	SINESS ITEMS
	A.	Consideration of Down to Earth Proposals
		(Under Separate Cover)
	B.	Consideration of Lighting Service Agreement for Phase 9
	C.	Consideration of LLS Tax Solutions Inc. Engagement LetterTab 6
	D.	Ratification of 1 <sup>st</sup> Addendum to Rizzetta & Company, Inc.
		Contract for Professional Technology ServicesTab 7
	E.	Consideration of 1st Addendum to Rizzetta & Company, Inc.
		Contract for Professional Landscape Inspection ServicesTab 8
6.	STA	AFF REPORTS
	A.	District Counsel
	B.	District Engineer
		1. Backflow Update
	C.	District Manager
		1. Irrigation Insurance Claim
		2. Pool Damage to CDD Sod
		3. Update on Fence Turnover
		4. Update on City Grass Area Maintenance
7.	SUP	PERVISOR REQUESTS AND COMMENTS

We look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to call us at (407) 472-2471.

Very truly yours,

Brian Mendes
Brian Mendes

## Tab 1

## **GRAMERCY FARMS**

# LANDSCAPE INSPECTION REPORT



December 11, 2023
Rizzetta & Company
Bryan Schaub - Landscape Specialist



### Summary, Dog Park & Main Entrance

#### **General Updates, Recent & Upcoming Maintenance Events**

- Upcoming plant cutbacks and winter pruning events.
- Moss removal needs to be completed.
- Diagnose and treat all Schilling's Holly. It is spreading.

The following are action items for **Down To Earth Landscaping** to complete. Please refer to the item # in your response listing action already taken or anticipated time of completion. Red text indicates deficient from previous report. **Bold Red text** indicates deficient for more than a month. Green text indicates a proposal has been requested. Blue indicates irrigation. **Orange** is for Staff.

1. At the dog park area, repair drip irrigation lines and bury. (Pic 1)



- 2. <u>Property-wide, remove all mosses from trees and shrubs.</u>
- In the Dog Park parking area, several of the Arboricola were damaged by the vehicle drive through are not going to recover. The Crape Myrtle has not been replaced. Also, bury the drip line.
- 4. By now the Viburnum hedge units that would recover from the hard pruning this summer, have recovered. Those that did not should be removed and replaced with at least 7gal matching units.

5. In the eastern most Viburnum hedge behind the court, the hedge is still stressed and heading into decline. Diagnose & treat. Prune out dead material. (Pic 5)



- 6. In the same hedge, remove all large weeds and vines.
- 7. At the entrance monuments, there are still empty spaces in the beds that were to be filled in last month. Correct.
- 8. The beds at the north monument need to be weeded.
- 9. Property-wide, treat all active ant mounds. Raking out inactive mounds.

## GFB, Main Entrance & Ivy Stable

10. In north monument bed, there are multiple dead Arboricola units. Replace. (Pic 10)



- 11. In the west ROW of Old Hickory, detail the beds including weeding, vine removal, setting strong bed lines & pruning out dead material.
- 12. In the north ROW of GFB, remove all dead plant material, especially the dead or almost dead Roses, Schillings Holly & Viburnum.
- 13. In both ROWs of GFB, continue to remove the vines & weeds in the Viburnum. The vines were sheered off and not removed.
- 14. Behind the north monument, a Pine has died. This unit needs to be removed. This condition is present in other Pines. (Pic 14)



- 15. In the north ROW of GFB & property-wide, remove all suckers from the Magnolias.
- 16. In the GFB median island, detail the tree rings, include weeding & setting strong bed lines.
- 17. Along GFB in the median and both ROWs, remove all suckers from the Live Oaks. (Pic 17)



- 18. In the north ROW of GFB just to the east of the Round About, it appears that a tree has fallen onto the maintained area from the natural area. Please, remove.
- 19. At the Round About, remove all dead units in the beds, report to the DM. (Pic 19)



### GFB, Shelbourne, Sweet Acres

- 20. At the Round About, the remaining Blue Daze look healthy. Keep up the good work, DTE.
- 21. In the SW corner of Fieldwood & GFB, remove the Brazilian Pepper weed tree. Either remove the whole root ball or paint stump with Garlon. (Pic 21)



22. In the north end of the Townhomes, remove this large weed. I had asked that it be removed months ago. (Pic 22)



- 23. In the same area, recover the Firebush bed. Prune the hedge into a consistent shape, remove the weeds & vines and set strong bed lines.
- 24. Start pruning back the plant material that is encroaching on the pond bank from the adjacent natural area behind the Townhomes.

25. In the NE corner of the Townhomes, prune the Firebush hedge, weed & set strong bed lines. (Pic 25)



26. Behind the homes in the north ROW of Shelburne Way, prune the hedges, remove the weed trees (Brazilian Pepper), weed, remove vines & set strong bed lines. (Pic 26)



- 27. At the Shelburne cul-de-sac, mow/trim the natural area back to the conservation signage and continue to maintain. The sign is almost overgrown.
- 28. <u>Detail the bush/tree clusters near the creek</u> <u>between Baler Trails & Valley Creek.</u>
- 29. In the north ROW of GFB near Baler, treat the shrubs for Leaf Spot and remove dead shrub units. Report number to the DM.



## GFB, Shelbourne, Sweet Acres

30. At the Baler Trails lift station area island, remove all suckers, weed the rings, prune out dead material & set strong bed lines. (Pic 30)



- 31. In the same area, replace the broken valve box cover.
- 32. Along the lift station driveway, remove all weeds & vines.
- 33. At the Baler lift station, line trim the entire area. Multiple areas were missed & the water flow structures are not clear. (Pic 33)



- 34. In the same area, weed the beds, remove vines, set strong bed lines & prune the hedges.
- 35. In the Ornamental Grass beds, continue cut back the grasses and treat for mites after the cutback.

- 36. Along GFB in the median, remove all Fuzzy Pink Bean weeds.
- 37. At the Ivy Stable park, the turf weeds are out of control. Correct. (Pic 37)



38. In both ROWs of GFB past the Ivy Stable park, remove the weeds. Hand pulling the large weeds. (Pic 38)



- 39. Prune the roses & remove dead units at the corner of GFB & Lakes Crest.
- 40. At the end of GFB at Harlow, diagnose & treat the Juniper. This may have been caused by the irrigation repairs. If so, remove and replace dead units.
- 41. Property-wide, treat all expansion joint crack weeds.



### GFB, Shelbourne, Sweet Acres

- 42. In the bed behind the pond at the end of GFB, off road vehicles are using a newly created access point. When they turn; they are breaking hedges & damaging trees. This area need some sort of barrier.
- 43. In the same area, there are broken irrigation lines. Make sure the irrigation is operable & repair all damage.
- 44. There is an irrigation pipe break at the Sweet Acres park. It is adjacent to the fencing on the west end. There is a washout. Repair all irrigation damage. (Pic 44)



- 45. In the same park, diagnose & treat the Oaks. Most likely Oak Wilt.
- 46. In the same park, treat all active ant mounds.
- 47. The turf at the Sweet Acres park is deteriorating. Correct, ASAP. (Pic 47 >)
- 48. Behind 3174 Sweet Acres, there is a leaning Palm. See if it is possible to stake it to correct the lean. Report findings.
- 49. Continue to prune all encroaching plant material that is over growing the sidewalks.
- 50. All natural areas especially around pond banks need to be cut back, this winter.

51. In the east ROW of Harlow, remove & repair this irrigation bubbler or remove & cap it. It is damaging the tree.(Pic 51 a & b)







## Walls, Fences, Benches & Equipment

- 1. At the dog park, the water fountains are not working.
- 2. In the same park, the metal frame of the gazebo has surface rust. (Pic 2 >)
- 3. At the Ivy Stable park, there is some weed matting that is coming up through the new mulch. (Pic 3 >)





### **Proposals**

- Down to Earth to generate a proposal for a landscaping solution to close the egress to the court and dog park areas at the SE corner of GFB & Old Hickory. Include, prep, demolition, clean up, disposal, soil, mulch & any irrigation repairs or adjustments. (Pic 1 >)
- Down to Earth to generate a proposal for removal and replacement, with a matching variety, the dead Viburnum units in the NW corner of GFB & Old Hickory. Include, prep, demolition, clean up, disposal, soil, mulch & any irrigation repairs or adjustments. (Pic 2 >)
- Down to Earth to generate a proposal for monthly mowing or brush hogging of the nonmaintained area between the townhomes and GFB and east of the Round About. (Pic 3 >)
- 4. Down to Earth to generate a proposal for removal/flush cut of the dead Pine in the NW corner of GFB & Old Hickory. Include, prep, demolition, clean up, disposal, soil, mulch & any irrigation repairs or adjustments. (Pic 4)









## Tab 2

#### **ESTIMATE**



#### **Prepared For**

Gramercy Farms Master HOA Cdd 3434 Colwell avenue suite 200 Tampa, FL 33614 Jcasanova@rizzetta.com Tampa, Florida 33614

2812 Shelburne Way Saint Cloud, Florida 34772 Phone: (407) 412-3731

Email: hphomemaintenancesolutions@gmail.com Web: Www.hphomemaintenancesolutions.com

HP Home Maintenance Solutions LLC	Estimate #	93
	Date	12/13/2023

Description	Rate	Quantity	Total
Repairs water fountain	\$1,250.00	1	\$1,250.00
Remove rust paint prime for 2 water fountain	s on the park materials lab	oor included.	
	Subto	otal	\$1,250.00
	Total		\$1,250.00

By signing this document, the customer agrees to the services and conditions outlined in this document.				
	Gramercy Farms Master HOA Cdd			

## Tab 3

#### MINUTES OF MEETING

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

#### GRAMERCY FARMS COMMUNITY DEVELOPMENT DISTRICT

The special meeting of the Board of Supervisors of Gramercy Farms Community Development District was held on **Wednesday**, **November 29**, **at 9:02 a.m.** at the playground located at **Fieldwood Circle**, **St. Cloud**, **Florida**, **34769**.

Present and constituting a quorum:

Rolando Fernandez	Board Supervisor, Chairman
Maria Borrero	<b>Board Supervisor, Assistant Secretary</b>
Elizabeth Fernandez	<b>Board Supervisor, Assistant Secretary</b>

Also present were:

Brian Mendes	District Manager, Rizzetta & Co., Inc.
Bryan Schaub	Field Services Manager, Rizzetta & Co, Inc
Wes Haber	District Counsel, Kutak Rock, LLP
Greg Woodcock	District Engineer, Stantec
Hector Pastrana	Handyman Services, HP Home Solutions

Audience Not Present

#### FIRST ORDER OF BUSINESS Call to Order/Roll Call

Mr. Mendes called the meeting to order and confirmed a quorum.

#### SECOND ORDER OF BUSINESS Public Comment

No audience present.

#### THIRD ORDER OF BUSINESS Community Updates

#### A. Landscape Inspection Report

Mr. Schaub presented his report to the board and he followed up on the irrigation break.

#### **B.** Down to Earth Monthly Operations Updates

Mr. Mendes briefed the board.

	r aye z
	Mr. Pastrana commented to board that middle island on Gramercy Blvd needs to be trimmed down.
	Mr. Pastrana informed the board of irrigation holes located at sweet acres place lake and the at the park.
	He continued by stating to the board that 3124 sweet acres place has filter from pool that are damaging CDD sod and non-CDD sod.
	Mr. Pastrana also stated that the townhomes located in the back right of the district have the issue.
	Ms. Borrero commented that the flowerbed in front of the community needs enhancements.
	Discussion amongst the board began on grasses in Shelbourne being removed.
	Ms. Borrero commented on the section off Gramercy Blvd that is owned by the city. She inquired what does the CDD own on the property she is inquiring about. It is stated that district staff will investigate this inquiry.
C.	Hp Home Solutions Project Update
	Mr. Pastrana briefed the board on project updates, touching on playground repairs and the state of the lake in the community.
	Mr. Pastrana presented fence proposal to the board. Discussion ensued among the board and counsel suggested negotiating with KB to repair the fence and sending them the districts original offer.
	The board requested the painting basketball court proposal gets tabled.
	Discussion ensued among the board for proposals for fountains at the entrance of the playground.
	It is requested district staff send a notification to Down to Earth to replace the dog station bags.
D.	Monthly Report from Aquatic Weed Management
	The report is presented to the board and are asked if they have any questions. There were none.
FOURTH	ORDER OF BUSINESS  Consideration of the Minutes of the Board of Supervisors Meeting held on October 25, 2023

96

Minutes of the Meeting held on October 25, 2023

#### GRAMERCY FARMS COMMUNITY DEVELOPMENT DISTRICT November 29, 2023, Minutes of Meeting Page 3

97 Mr. Mendes presented the meeting minutes of the board of Supervisors meeting held 98 on October 25, 2023 and asked if any changes are requested. No changes were requested. 99 On a motion by Ms. Borrero, seconded by Mr. Fernandez, with all in favor, the Board approved the Minutes of the Board of Supervisors' Meeting held on October 25, 2023, for the Gramercy Farms Community Development District. 100 FIFTH ORDER OF BUSINESS Discussion of Community Cameras 101 Proposal(s) 102 103 Discussion ensued amongst the board and district staff on various companies that 104 can provide these proposals and updates on some that have corresponded with district 105 staff. 106 107 108 It is requested by the board that district staff gather proposals just for the entrance of the park. 109 110 111 The board request the agenda item be tabled and for district staff to work with HP Home Solutions on getting cameras. 112 113 Consideration of Phase 9 OUC Request 114 SIXTH ORDER OF BUSINESS 115 Agreement 116 Mr. Mendes presented the proposed agreement to the board of supervisors and 117 asked if they had any questions. There were none. 118 119 On a motion by Ms. Borrero, seconded by Ms. Fernandez, with all in favor, the Board approved the phase 9 OUC request agreement, for the Gramercy Farms Community Development District. 120 Consideration of Down to SEVENTH ORDER OF BUSINESS Earth 121 **Proposals** 122 123 Mr. Mendes presented the various proposals to board. 124 125 126 The board requested the proposals regarding the viburnums be tabled. 127 The board approved the proposals for the removal of ornamental grass and the 128 129 decoders replacement. 130 131 The board approved proposals for the replacement of dead plants not to exceed 132 \$4,000 dollars.

On a motion by Ms. Borrero, seconded by Ms. Fernandez, with all in favor, the Board approved the proposal for the removal of ornamental grass, for the Gramercy Farms Community Development District.

133

#### GRAMERCY FARMS COMMUNITY DEVELOPMENT DISTRICT November 29, 2023, Minutes of Meeting Page 4

On a motion by Ms. Borrero, seconded by Mr. Fernandez, with all in favor, the Board approved the proposals for the decoders replacement, for the Gramercy Farms Community Development District.

134

On a motion by Ms. Borrero, seconded by Ms. Fernandez, with all in favor, the Board approved the proposals for the replacement of dead plants not to exceed \$4,000 dollars, for the Gramercy Farms Community Development District.

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#### **EIGHTH ORDER OF BUSINESS**

Consideration of 1<sup>st</sup> Addendum for Rizzetta & Company Professional Technology Services Agreement

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Mr. Mendes presented the addendum to the board of supervisors and asked if they had any questions. There were none.

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On a motion by Ms. Borrero, seconded by Ms. Fernandez, with all in favor, the Board approved the 1<sup>st</sup> Addendum for Rizzetta & Company Professional Technology Services Agreement, for the Gramercy Farms Community Development District.

143 144

#### **NINTH ORDER OF BUSINESS**

#### **Staff Reports**

145146

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#### A. District Counsel

148149

District counsel had nothing to report and asked the board if they had any questions. There were none.

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#### B. District Engineer

152153

Mr. Woodcock briefed the board of supervisors.

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He also stated that no fences were found encroaching.

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#### C. District Manager

158159

The district manager had nothing to report and asked the board if they had any questions. There were none.

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163164

#### **TENTH ORDER OF BUSINESS**

There were no supervisor requests.

Supervisor Requests and Comments

165166

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## GRAMERCY FARMS COMMUNITY DEVELOPMENT DISTRICT November 29, 2023, Minutes of Meeting Page 5

ELEVENTH ORDER OF BUSINESS	Adjournment
	Ms. Fernandez, with all in favor, the Board eeting at 10:16 a.m. for Gramercy Farms
Assistant Secretary	Chairperson/Vice Chairman

## Tab 4

## GRAMERCY FARMS COMMUNITY DEVELOPMENT DISTRICT

<u>DISTRICT OFFICE · ORLANDO, FL 32819</u>

MAILING ADDRESS · 3434 COLWELL AVENUE, SUITE 200 · TAMPA, FLORIDA 33614

WWW.GRAMERCYFARMSCDD.ORG

## Operation and Maintenance Expenditures October 2023 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from October 1, 2023 through October 31, 2023. This does not include expenditures previously approved by the Board.

The total items being presented: \$58,571.43

Approval of Expenditures:			
	Chairperson		
	Vice Chairperson		
	Assistant Secretary		

## **Gramercy Farms Community Development District**

Paid Operation & Maintenance Expenditures

October 1, 2023 Through October 31, 2023

Vendor Name	Check #	Invoice Number	Invoice Description	<u>lı</u>	nvoice Amount
Elizabeth Fernandez	100145	EF092723	Board of Supervisors Meeting 09/27/23	\$	200.00
HP Home Maintenance Solutions, LLC	100146	230	Exterior Wall Paint 09/23	\$	19,990.30
HP Home Maintenance Solutions, LLC	100146	232	Bulk Items 09/23	\$	200.00
HP Home Maintenance Solutions, LLC	100146	235	Property Maintenance 09/23	\$	1,456.00
Joel Sanchez	100147	JS092723	Board of Supervisors Meeting 09/27/23	\$	200.00
Maria V. Borrero	100148	MB092723	Board of Supervisors Meeting 09/27/23	\$	200.00
Orlando Utilities Commission	20231010-1	Monthly Summary 09/23 ACH	Electric Services 09/23	\$	15,946.20
Rizzetta & Company, Inc.	100143	INV0000084116	District Management Fees 10/23	\$	4,737.58
Rizzetta & Company, Inc.	100144	INV000084020	Assessment Roll 10/23	\$	5,250.00
Rolando Fernandez	100149	RF092723	Board of Supervisors Meeting 09/27/23	\$	200.00
Toho Water Authority	20231013-1	00039375 09/23 Autopay	Water-Sewer Services 09/23	\$	46.27
Toho Water Authority	20231013-1	00057874 09/23 Autopay	Water-Sewer Services 09/23	\$	214.61

## **Gramercy Farms Community Development District**

Paid Operation & Maintenance Expenditures

October 1, 2023 Through October 31, 2023

Vendor Name	Check #	Invoice Number	Invoice Description	In	voice Amount
Toho Water Authority	20231013-1	Monthly Summary 09/23 ACH	Water-Sewer Services 09/23	\$	232.97
U.S. Bank	100150	7064192	Trustee Fees 09/23-08/24	\$	9,697.50
Report Total				\$	58,571.43

#### **Gramercy Farms CDD**

Meeting Date: 9/27/2023

#### SUPERVISOR PAY REQUEST

**RECEIVE**9/28/2023

Name of Board Supervisor	Check if paid
Rolando Fernandez	V,
Joel Sanchez	
Elizabeth Fernandez	<b>/</b>
Bob Bishop	
Maria Borrero	

(\*) Does not get paid

NOTE: Supervisors are only paid if checked.

#### **EXTENDED MEETING TIMECARD**

Meeting Start Time:	gam
Meeting End Time:	10:19 am
Total Meeting Time:	1.2 HOUR
Time Over (?) Hours:	
Total at \$ per Hour:	

#### ADDITIONAL OR CONTINUED MEETING TIMECARD

Meeting Date:	
Additional or Continued Meeting?	
Total Meeting Time:	
Total at \$175 per Hour:	

Business Mileage Round Trip	
IRS Rate per Mile	\$0.655
Mileage to Charge	\$0.00

DM Signature:

#### INVOICE



Bill To

Gramercy Farms Master HOA Cdd 3434 Colwell avenue suite 200 Tampa, FL 33614 Jcasanova@rizzetta.com
Tampa, Florida 33614

#### **HP Home Maintenance Solutions LLC**

2812 Shelburne Way Saint Cloud, Florida 34772 Phone: (407) 412-3731

Email: <u>hphomemaintenancesolutions@gmail.com</u>
Web: Www.hphomemaintenancesolutions.com

**Payment Terms** 

Due upon receipt

Invoice #

230

Date

09/25/2023

#### **Description**

#### **Total**

Exterior wall paint

\$19,990.30

Pressure wash and paint entrance wall on right side before entering the property,wall by town house, basketball, gazebo and concrete wall that is located on both sides of the main street, on gramercy farms community. Colors scheme (codes) to be provided by the CDD committee. Only front side of the wall will be painted. Also included on scope white fence on both park will be pressure wash. Sherwin william products will be use. ( super paint). Labor and materials are included. Before starting work 60 % down payment required. Second payment is due when work is completed

**Subtotal** \$19,990.30 **Total** \$19,990.30

Notes:

Balance due \$19990.30









By signing this docum ent, the custom eragrees to the services and conditions outlined in this docum ent.

Gramercy Farms Master HOA Cdd

#### INVOICE





**Bill To** 

Gramercy Farms Master HOA Cdd 3434 Colwell avenue suite 200 Tampa, FL 33614 Jcasanova@rizzetta.com Tampa, Florida 33614

#### **HP Home Maintenance Solutions LLC**

2812 Shelburne Way Saint Cloud , Florida 34772

Phone: (407) 412-3731

Email: hphomemaintenancesolutions@gmail.com Web: Www.hphomemaintenancesolutions.com

Payment terms	Due upon receipt
Invoice #	232
Date	09/27/2023

Description		Total
Bulk Ithems		\$200.00
Removed mattress, dishwasher, and metal signs, to city du	mp	
	Subtotal	\$200.00
	Total	\$200.00









Page 3 of 4

By signing this document, the customer agrees t document.	o the services and conditions outlined in this
	Gramercy Farms Master HOA Cdd

# INVOICE



#### Bill To

Gramercy Farms Master HOA Cdd 3434 Colwell avenue suite 200 Tampa, FL 33614 Jcasanova@rizzetta.com Tampa, Florida 33614

# **HP Home Maintenance Solutions LLC**

2812 Shelburne Way Saint Cloud , Florida 34772

Phone: (407) 412-3731

Email: hphomemaintenancesolutions@gmail.com Web: Www.hphomemaintenancesolutions.com Payment terms Due upon receipt Invoice # 235
Date 09/28/2023

**Description** Total

Property maintenance \$1,456.00

Property maintenance contract will include
Pressure washer
Pick up garbage through property,lakes
Empty all garbage cans replacement of bags , Empty dog stations ,parks ,amenities, inspections of any mayot damages, 3 days per week 4 hours per day



Total	\$1,456.00
Subtotal	\$1,456.00

By signing this document, the customer agrees t document.	to the services and conditions outlined in this
	Gramercy Farms Master HOA Cdd

# **Gramercy Farms CDD OUC**

# September 23

Month: 09/23 Dated 09/13/23

08/14/23-09/13/23 Due: 10/03/23

Account	Location	Service Address	<b>Code</b>		<b>Amount</b>
933934710 9433056077	3000 2900	Block Even Old Hickory Tr. Block Even Old Hickory Tr.		\$ \$	15,921.56 24.64
		TOTAL		\$	15,946.20
		<b>Utility Services</b>	Summary 001 53100 4307	\$	15,921.56
		<b>Utility Services</b>	001 53100 4301	\$	24.64
			Total	\$	15,946.20



BILL DATE 09/13/23

ACCOUNT NUMBER

0933934710

PIN#: 2014909841

PAGE 1 OF 5

#### **GRAMERCY FARMS COMMUNITY DEV**

#### **MASTER BILL SUMMARY**

OPENING BALANCE \$48,484.73

PAYMENTS \$48,484.73 BALANCE FORWARD \$0.00

**\$15,921.56**\*

=

CURRENT CHARGES \$15,921.56

DUE DATE

10/03/23

\*15.921.56

### CURRENT CHARGES SUMMARY

\* A detailed description of current charges is categorized by service address on each of the following pages.



#### **CUSTOMER SERVICE**



Online

www.ouc.com



**Telephone** 407-423-9018



Payments

PO Box 31329 Tampa FL 33631-3329

#### **MESSAGE CENTER**



▲ DETACH HERE AND RETURN THIS PORTION WITH YOUR PAYMENT ▲

The Reliable One

MAKE CHECKS PAYABLE TO

Orlando Utilities Commission PO Box 31329 Tampa, FL 33631-3329 ACCOUNT NUMBER

0933934710

DUE DATE 10/03/23

PLEASE PAY THIS AMOUNT TOTAL AMOUNT DUE \$15,921.56

Pay by the due date to avoid a 1.5% late charge or minimum \$5 charge.

Seq=17389

# վիվոլիկերկիկոլիկիրորդինորկինությունիում

GRAMERCY FARMS COMMUNITY DEV 3434 COLWELL AVE STE 200 TAMPA FL 33614-8390



PAGE 2 OF 5

#### **GRAMERCY FARMS COMMUNITY DEV**

#### **WAYS TO PAY**

	Online	AutoPay	Pay By Phone	Pay by Mail	Payment Locations
Payment Type Accepted	Checking Account; Credit or Debit Card	Automatic withdrawal	Checking Account; Credit or Debit Card	Check or Money Order; Never mail cash	Check, Cash or Money Order
Cost	FREE for eCheck; Convenience Fee* Using Credit/Debit	FREE	FREE for eCheck; Convenience Fee* Using Credit/Debit	Postage	Convenience Fee*
Source (How To)	Register using www.ouc.com	Register using www.ouc.com	407-423-9018	Payments with bill stubs: OUC, PO Box 31329, Tampa, FL 33631-3329	More than 400 locations, including participating Amscot, CVS, ACE Cash Express, Walmart, Publix and more. For a complete list, visit www.ouc.com

<sup>\*</sup>All Convenience Fees are collected by third-party vendors. OUC receives no portion of these convenience fees. Please visit www.ouc.com/pay-my-bill for more information about fees.

#### **WAYS TO CONTACT US**

	Residential Customer Service	Business Customer Service	Reporting an Electric or Water Problem or Utility Theft	Reporting a Streetlight Problem
Phone	407-423-9018 or 800-848-7445	407-423-9018 or 800-848-7445	407-423-9018 or 800-848-7445	407-423-9018 or 800-848-7445
Availability	Monday - Friday 7 a.m 6 p.m.	Monday - Friday; 7:30 a.m 5:30 p.m. at 100 W. Anderson St., Orlando, FL 32801	24/7	24/7
Online	customerservice@ouc.com	commercialsvcs@ouc.com	Register at www.ouc.com to report a problem	streetlightservice@ouc.com

General Correspondence: Mail to Orlando Utilities Commission, PO Box 3193, Orlando, FL 32802 or call 407-423-9100. Never mail payments or cash to this address.

#### **HELPFUL PHONE NUMBERS**

Home Warranty Protection Programs www.awrusa.com/ouc To file a claim, call 877-320-4624 Call Before You Dig Sunshine 811 8-1-1 or 800-432-4770 www.sunshine811.com

2-1-1 Community Resources and Elder Helpline for Orange or Osceola Residents 2-1-1 or 407-839-HELP (4357) City of Orlando Solid Waste: 407-246-2314 Wastewater: 407-246-2213

City of St. Cloud Solid Waste: 407-957-7289 Orange County Wastewater: 407-836-5515

St. Cloud Utilities 407-957-7344

#### **USEFUL INFORMATION**

**Service Charge:** A fixed monthly charge to cover basic costs of providing billing, metering and meter reading services.

**kWh:** A unit of measure for energy consumption equal to 1,000 watt hours.

**KGAL:** A unit of measure for water consumption equal to 1,000 gallons.

Other Agencies' Charges: Your OUC statement may contain certain fees and taxes charged by the City of Orlando, Orange County, and other state and local government agencies. Please contact these agencies for information about their charges. The Gross Receipts Tax applies to electric charges only.

SERVICE ADDRESS: 0 GRAMERCY FARM BLVD

PAGE 3 OF 5

# **GRAMERCY FARMS COMMUNITY DEV**

Subtotal \$6,048.36

#### **CURRENT CHARGES**

OUC Electric Service	6,048.36
Customer Ref: WO 587583 - Gramercy Farms Phase OUConvenient Lighting (08/14/23 - 09/13/23) Investment - Convenient 228.52 @ \$9.98	\$ 2,280.63
Customer Ref: Gramercy Farms Phase 5 OUConvenient Lighting (08/14/23 - 09/13/23) Investment - Convenient 135.68 @ \$9.98	,
Customer Ref: Gramercy Farms - Phase 8 OUConvenient Lighting (08/14/23 - 09/13/23)	
Investment - Convenient 150.85 @ \$9.98	1,505.48
Maintenance - Convenient 36 @ \$7.72	277.92





SERVICE ADDRESS: 0 OLD HICKORY TREE RD

PAGE 4 OF 5

# **GRAMERCY FARMS COMMUNITY DEV**

Subtotal

\$2,550.25

#### **CURRENT CHARGES**

OUC Electric Service \$2	<u>,550.25</u>
Customer Ref: Phase 6	
OUConvenient Lighting (08/14/23 - 09/13/23)	
Investment - Convenient 113.3 @ \$9.98	\$ 1,130.73
Maintenance - Convenient 27 @ \$7.72	208.44
Customer Ref: Phase 7	
OUConvenient Lighting (08/14/23 - 09/13/23)	
Investment - Convenient 101.92 @ \$9.98	1,017.16
Maintenance - Convenient 24 @ \$8.08	193.92





SERVICE ADDRESS: 2900 OLD HICKORY TREE RD

PAGE 5 OF 5

# **GRAMERCY FARMS COMMUNITY DEV**

Subtotal

\$7,322.95

#### **CURRENT CHARGES**

OUC Electric Service	\$7,322.95
Customer Ref: WO# 518955 Farms Phase 3.  OUConvenient Lighting (08/14/23 - 09/13/23)  Investment - Convenient 163.33 @ \$9.98	•
Customer Ref: Phase 1 OUConvenient Lighting (08/14/23 - 09/13/23) Investment - Convenient 277.36 @ \$9.98	•
Customer Ref: Phase 2 OUConvenient Lighting (08/14/23 - 09/13/23) Investment - Convenient 168.91 @ \$9.98	•
Maintenance - Convenient 23 @ \$12.62	290.26



BILL DATE 09/13/23

ACCOUNT NUMBER

9433056077

PIN#: 2014909841

# Billing Statement for GRAMERCY FARMS COMMUNITY DEV PAGE 1 OF 2

SERVICE ADDRESS: 2900 BLOCK EVEN OLD HICKORY TR RD

#### **BILL SUMMARY**



DUE DATE

10/03/23

TOTAL AMOUNT DUE \$24.64

#### **CURRENT CHARGES**

OUC Electric Service	\$24.02
Meter #: 6CD60005 - Service Charge	\$ 15.60
Residential Electric Rate (08/14/23 - 09/13/23)	
68 kWh @ \$0.06394 (Non-Fuel)	4.35
68 kWh @ \$0.05982 (Fuel)	4.07
(\$3.63 of your Fuel Cost is exempt from Municipal Tax)	)
State of Florida Charges	\$0.62

Gross Receipts Tax.....

# RECEIVE D9/19/23

\$ 0.62

### **CUSTOMER SERVICE**



Online www.ouc.com





**Telephone** 407-423-9018



Payments PO Box 31329 Tampa FL 33631-3329

#### **MESSAGE CENTER**



▲ DETACH HERE AND RETURN THIS PORTION WITH YOUR PAYMENT ▲

MAKE CHECKS PAYABLE TO

Orlando Utilities Commission PO Box 31329 Tampa, FL 33631-3329 ACCOUNT NUMBER

9433056077

The Reliable One®

PLEASE PAY
THIS AMOUNT

DUE DATE

10/03/23

TOTAL AMOUNT DUE \$24.64

Seq=16600

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GRAMERCY FARMS COMMUNITY DEV 3434 COLWELL AVE STE 200 TAMPA FL 33614-8390 Pay by the due date to avoid a 1.5% late charge or minimum \$5 charge.

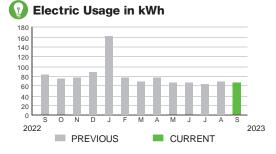


09/13/23

# 9433056077

# Billing Statement for GRAMERCY FARMS COMMUNITY DEV PAGE 2 OF 2

SERVICE ADDRESS: 2900 BLOCK EVEN OLD HICKORY TR RD



#### **Meter Data**

METER #: 6CD60005

CURRENT: 4,713 on 09/13/23 PREVIOUS: 4,645 on 08/14/23 TOTAL USAGE: 68 kWh

DAYS OF SERVICE: 30

AVERAGE DAILY USAGE

THIS PERIOD 2.27 kWh

LAST YEAR 2.48 kWh

#### HELPFUL PHONE NUMBERS

Home Warranty Protection Programs www.awrusa.com/ouc To file a claim, call 877-320-4624

> Call Before You Dig Sunshine 811 8-1-1 or 800-432-4770 www.sunshine811.com

2-1-1 Community Resources and Elder Helpline for Osceola County Residents 2-1-1 or 407-839-HELP (4357)

> City of St. Cloud Solid Waste: 407-957-7289

> > St. Cloud Utilities 407-957-7344

#### **USEFUL INFORMATION**

**Service Charge:** A fixed monthly charge to cover basic costs of providing billing, metering and meter reading services.

**kWh:** A unit of measure for energy consumption equal to 1,000 watt hours.

Other Agencies' Charges: Your OUC statement may contain certain fees and taxes charged by state and local government agencies. Please contact these agencies for information about their charges. The Gross Receipts Tax applies to electric charges only.

#### **WAYS TO PAY**

	Online	AutoPay	Pay By Phone	Pay by Mail	Payment Locations
Payment Type Accepted	Checking Account; Credit or Debit Card	Automatic withdrawal	Checking Account; Credit or Debit Card	Check or Money Order; Never mail cash	Check, Cash or Money Order
Cost	FREE for eCheck; Convenience Fee* Using Credit/Debit	FREE	FREE for eCheck; Convenience Fee* Using Credit/Debit	Postage	Convenience Fee*
Source (How To)	Register using www.ouc.com	Register using www.ouc.com	407-423-9018	Payments with bill stubs: OUC, PO Box 31329, Tampa, FL 33631-3329	More than 400 locations, including participating Amscot, CVS, ACE Cash Express, Walmart, Publix and more. For a complete list, visit www.ouc.com

\*All Convenience Fees are collected by third-party vendors. OUC receives no portion of these convenience fees. Please visit www.ouc.com/pay-my-bill for more information about fees.

#### **WAYS TO CONTACT US**

	Residential Customer Service	Reporting an Electric Problem of Utility Theft	Reporting a Streetlight Problem
Phone	407-423-9018 or 800-848-7445	407-423-9018 or 800-848-7445	407-423-9018 or 800-848-7445
Availability	Monday - Friday 7 a.m 6 p.m.	24/7	24/7
Online	customerservice@ouc.com	Register at www.ouc.com to report a problem	streetlightservice@ouc.com

Rizzetta & Company, Inc. 3434 Colwell Avenue Suite 200 Tampa FL 33614

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Date	Invoice #
10/1/2023	INV0000084116

# Bill To:

GRAMERCY FARMS CDD 3434 Colwell Avenue, Suite 200 Tampa FL 33614

ſ	Services for the month of	Term	ne l	CI	ient Number
	October	Upon R			0225
Description		Qty	Rate	)	Amount
Accounting Services Administrative Services Email Accounts, Admin & Maintenance Financial & Revenue Collections Landscape Consulting Services Management Services Website Compliance & Management	October		\$1,18 \$1,18 \$40 \$2 \$36 \$70 \$1,87	9.50 9.50 9.50 0.00 4.00 0.00	
		Subtota		RE	<b>CEIVE</b> 0/21/23 \$4,737.58
		Total			\$4,737.58

Rizzetta & Company, Inc. 3434 Colwell Avenue Suite 200 Tampa FL 33614

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Date	Invoice #	
10/1/2023	INV0000084020	

# Bill To:

GRAMERCY FARMS CDD 3434 Colwell Avenue, Suite 200 Tampa FL 33614

	Services for the month of	Term	s	Cli	ient Number
	October	Upon R	eceipt		0225
Description		Qty	Rate	9	Amount
Assessment Roll (Annual)		1.00	\$5,25	RE 0	\$5,250.00 9/21//23
		Subtotal			\$5,250.00
		Total			\$5,250.00





Customer Number: 000176860 Account Number: 00039375

Customer Name: GRAMERCY FARMS COMMUNITY DEV Service Address: 3040 OLD HICKORY TREE ROAD #IRR

As of October 1, 2023, a new rates schedule will go in effect. To view the new rates, please visit qrco.de/tohorates.

Irrigation restrictions are in place. Please visit www.tohowater.com to view the watering schedule, or call 407-957-7344.

Trash and Recycling information, please visit stcloudfl.gov.

Summary of Charges			
	Consumption	Charge	
Previous Balance		\$0.00	
Toho Water Authority Charges Reclaim Base Charge Reclaim Consumption Tier 1 Toho Sub Total	10 TGAL	\$21.67 \$24.60 <b>\$46.27</b>	
Total Current Charges		\$46.27	
Total Amount Due		\$46.27	

#### **Reclaimed Water**

18								
16								
14						l l		
12								
10	1 1							
8				ı				
6								
4								
2								
0	ш	ш	ш					_
	Aug-22	Oct-22	Dec-22	Feb-23	Apr-23	Jun-23	Aug-23	

Service	Meter Number	From Date	To Date	Prev. Read	Curr. Read	Water Usage
Reclaimed	70268631	8/16/23	9/15/23	198	208	10
Water					Regular	

\*Bill due date applies to current charges only.

A previous balance could be subject to service interruption.

# Bank Draft Do Not Pay

Please return this portion with your payment

4346579

Toho Water Authority

1300 Ninth St. St. Cloud, FL 34769 407-957-7344 www.tohowater.com

Customer #: 000176860 Acc

Account #: 00039375

Amount Due \$46.27 Due Date 10/18/2023

Bank Draft
DO NOT PAY

Please use this number **00017686000039375** for online, bank or epay payments.

Please make checks payable to:

GRAMERCY FARMS COMMUNITY DEV 3434 COLWELL AVENUE SUITE 200 TAMPA FL 33614



**Bank Draft (Automatic Withdrawal):** Toho Water Authority can automatically deduct your utility bill total from your bank account. Register online at www.tohowater.com.

**Electronic Check by Phone or Online:** Invoice Cloud, our independent service provider, processes all e-check utility payments. Please call 407-957-7344 option 2, or visit www.tohowater.com to make your free e-check payment by quick pay or by logging into your account. Your one-time payment will be deducted directly from your checking account at no additional cost.

Credit Card by Phone or Online: Invoice Cloud, our independent service provider, processes all credit card utility payments. Call 407-957-7344 option 2 or visit <a href="www.tohowater.com">www.tohowater.com</a> to pay your bill. American Express, Visa, MasterCard, or Discover Cards are accepted. Invoice Cloud will charge a convenience fee of \$3.25 per \$300.00 for credit card transaction.

**Pay by Text:** Register online at <u>www.tohowater.com</u> to pay your utility bills by text.

**Amscot:** Utility payments are accepted at any Amscot center by cash, check, or money order. Your account will be credited the next business day. Amscot charges a fee of \$1.25 per transaction.

Mail Payments: Please make your check or money order payable to Toho Water Authority. Please write your account number on your check or money order. Send your payment and remittance stub to PO Box 31304, Tampa, FL 33631-3304. Please do not send cash.

**Drop Box Payments:** Located on the Massachusetts Avenue side of City Hall at 1300 Ninth Street, or inside the lobby on the 1st floor of Bldg. A. Payments deposited in the outside drop box will be credited to your account within three to five business days. Payments deposited in the inside drop box before 2pm will be posted on the same day. Payments placed in this drop box after 2pm will be posted to your account on the next business day.

Pay in Person: Payments are accepted in person at City Hall, 1300 Ninth Street, inside the lobby on the 1st floor of Bldg. A., Monday-Friday 8am-4pm. Cash, check, money orders, and credit cards are accepted. Invoice Cloud will charge a convenience fee of \$3.25 per \$300.00 for credit card transactions. No in-person payments will be accepted at the Toho Water Authority Administration Building.

#### **Due Date and Late Penalties**

This bill is for services rendered and is due upon receipt. <u>Current bill due date does not apply to past due balances</u>. Bills will become past due on the first day after the statement due date. Accounts not paid by the past due date will be assessed a late charge. Accounts that become delinquent are subject to interruption of water services. If services are disconnected for nonpayment, the total account balance is due immediately and must be paid in full before services will be reconnected. Reconnection charges do apply.

#### **Emergency Service**

Please contact Toho Water Authority at 407-957-7344 to report water leaks, breaks, hydrant damage, or other water related emergencies. For water, sewer, or backflow concerns Toho Water Authority reserves the right to evaluate the emergency and determine the need of a plumbing contractor. If a plumber is contacted for services first, Toho Water Authority will not assume responsibility for incurred costs.

#### **Definitions**

**Initiation Charge:** The initial cost of establishing or re-establishing Emergency Medical Service (EMS) and utility services.

**Emergency Medical Charge (EMS):** A fixed monthly charge to cover maintenance of emergency equipment and vehicles (ambulances, 911 systems, etc.)

**Water and Sewer Base Charge:** A fixed rate to cover basic costs associated with the operations and maintenance costs for providing water and sewer service to your home or business, regardless of water usage.

**Stormwater Charge:** A fixed rate to recover the cost of stormwater improvements.

**TGAL:** 1,000 gallons. A unit of measurement for water consumption.

**Cross Connection Control:** A fixed monthly charge to cover the required annual testing, repair and certification for single family residential utility customers requiring a backflow prevention device.

#### **Account Inquires**

For information regarding your billing statement, water conservation, electronic billing, payments, programs and services, frequently asked questions and more please visit our website at www.tohowater.com. You can also reach us by calling 407-957-7344 option 4 or emailing us at cs-stcloud@tohowater.com.

#### Need to pay your OUC Bill?

Toho Water Authority will process your OUC electric bill payment in our walk in center located at 1300 Ninth Street, Bldg A, first floor through an independent provider, Fidelity Express, with no transaction fee. Your OUC payment stub, account number, or bill is required for accurate credit to your OUC account.

#### **Rates**

Water is billed at a conservation tiered rate, as an incentive to conserve water. Consumption is billed in thousand gallon increments. Any partial thousand gallon increment usage is not billed in the current month and will be applied toward the following month's consumption. There is no minimum use charge on water - you only pay for what you use, however monthly base charges do apply. A detailed list of the water rates can be found at www.tohowater.com.

#### **Solid Waste**





Customer Number: 000183236 Account Number: 00057874

Customer Name: GRAMERCY FARMS, CDD

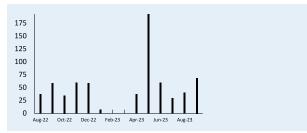
Service Address: 3100 BLOCK ODD SWEET ACRES PLACE

As of October 1, 2023, a new rates schedule will go in effect. To view the new rates, please visit qrco.de/tohorates.

Irrigation restrictions are in place. Please visit www.tohowater.com to view the watering schedule, or call 407-957-7344.

Trash and Recycling information, please visit stcloudfl.gov.

Rec	laimed	Water
IVEC.	iaiiiieu	vvale



	Meter	From	То	Prev.	Curr.	Water
Service	Number	Date	Date	Read	Read	Usage
Reclaimed	70372902	8/12/23	9/15/23	2288	2357	69
Water					Regular	

Summary of Charges				
	Consumption	Charge		
Previous Balance		\$0.00		
Toho Water Authority Charges		4		
Reclaim Base Charge		\$21.67		
Reclaim Consumption Tier 1	27 TGAL	\$66.42		
Reclaim Consumption Tier 2	26 TGAL	\$63.96		
Reclaim Consumption Tier 3	16 TGAL	\$62.56		
Toho Sub Total		\$214.61		
Total Current Charges		\$214.61		

\$214.61

4346639

Do Not Pay

**Total Amount Due** 

\*Bill due date applies to current charges only.

A previous balance could be subject to service interruption.



1300 Ninth St. St. Cloud, FL 34769 407-957-7344 www.tohowater.com Please return this portion with your payment

Account #: 00057874

**Bank Draft** 

Customer #: 000183236 Account

Amount Due \$214.61 Due Date 10/18/2023

Bank Draft
DO NOT PAY

Please use this number **00018323600057874** for online, bank or epay payments.

Please make checks payable to:

GRAMERCY FARMS, CDD C/O RIZZETTA & COMPANY 3434 COLEWELL AVENUE SUITE 200 TAMPA FL 33614



Toho

Water

**Bank Draft (Automatic Withdrawal):** Toho Water Authority can automatically deduct your utility bill total from your bank account. Register online at www.tohowater.com.

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#### **Emergency Service**

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#### **Rates**

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#### **Solid Waste**

Month: 09/23 Dated 09/27/23

08/16/23-09/15/23 Due Date: 10/18/23

Account	Customer #	Location	Service Address	<b>Code</b>	<b>Amount</b>
39375	176860	IRRIGATION	3040 Old Hickory Tree Rd.	001 53600 4301	\$ _
48448	176860	IRRIGATION	3000 Block Even Old Hickory Tr Rd LS83	001 53600 4301	\$ 6.54
48909	176860	IRRIGATION	300 Block Even Old Hickory Tree Rd.	001 53600 4301	\$ 12.28
50195	176860	IRRIGATION	0 Gramercy Farms Boulevard Irr.	001 53600 4301	\$ 21.67
50564	176860	IRRIGATION	4500 Block Odd Baler Trails Dr.	001 53600 4301	\$ 21.67
52699	176860	IRRIGATION	4500 Block Even Orchard Grove Rd.	001 53600 4301	\$ 21.67
53301	176860	IRRIGATION	4500 Block Even Gramercy Farms Blvd.	001 53600 4301	\$ 7.98
56930	183236	IRRIGATION	2800 Block Even Mosshire Circle	001 53600 4301	\$ 75.72
57874	183236	IRRIGATION	3100 Block Odd Sweet Acres Plance	001 53600 4301	
58972	176860	IRRIGATION	3000 Block Odd Lakes Crest Avenue 2	001 53600 4301	\$ 65.44
			TOTAL		\$ 232.97
			<b>Utility Services</b>	Summary 001 53600 4301	\$ 232.97
				Total	\$ 232.97

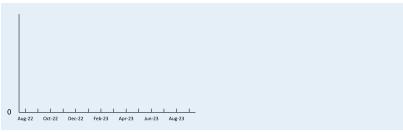




Trash and Recycling information, please visit stcloudfl.gov.

Irrigation restrictions are in place. Please visit www.tohowater.com to view the watering schedule, or call 407-957-7344.

Water



	Meter	From	To	Prev.	Curr.	Water
Service	Number	Date	Date	Read	Read	Usage
Water	91650960	8/11/23	9/13/23	4	4	0
					Regular	

\*Bill due date applies to current charges only.

A previous balance could be subject to service interruption.

terruption.

Customer #: 000176860

Please return this portion with your payment 4

Account #: 00048448

4338709

**Bank Draft** 

Do Not Pay

Toho Water Authority

**GRAMERCY FARMS COMMUNITY** 

3434 COLWELL AVENUE SUITE 200

1300 Ninth St. St. Cloud, FL 34769 407-957-7344 www.tohowater.com

Bank Draft DO NOT PAY

Please use this number **00017686000048448** for online, bank or epay payments.

Please make checks payable to:



**TAMPA FL 33614** 

DEV

Customer Name: GRAMERCY FARMS COMMUNITY DEV
Service Address: 3000 BLOCK EVEN OLD HICKORY TR ROAD LS83

Account Number: 00048448

Customer Number: 000176860

Summary of Charges

Consumption Charge

Previous Balance \$0.00

Toho Water Authority Charges
Water Base Charge \$6.54

Toho Sub Total \$6.54

Total Current Charges \$6.54

**Bank Draft (Automatic Withdrawal):** Toho Water Authority can automatically deduct your utility bill total from your bank account. Register online at www.tohowater.com.

**Electronic Check by Phone or Online:** Invoice Cloud, our independent service provider, processes all e-check utility payments. Please call 407-957-7344 option 2, or visit www.tohowater.com to make your free e-check payment by quick pay or by logging into your account. Your one-time payment will be deducted directly from your checking account at no additional cost.

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#### **Solid Waste**





Trash and Recycling information, please visit stcloudfl.gov.

Irrigation restrictions are in place. Please visit www.tohowater.com to view the watering schedule, or call 407-957-7344.

Water

12
10
8
6
4
2
0
Aug-22 Oct-22 Dec-22 Feb-23 Apr-23 Jun-23 Aug-23

	Meter	From	То	Prev.	Curr.	Water
Service	Number	Date	Date	Read	Read	Usage
Water	53000173	8/11/23	9/12/23	31	31	0
					Regular	

\*Bill due date applies to current charges only.
A previous balance could be subject to service interruption.

Customer Number: 000176860 Account Number: 00048909

Summary of	f Charges	
	Consumption	Charge
Previous Balance		\$0.00
Toho Water Authority Charges Water Base Charge Toho Sub Total		\$12.28 <b>\$12.28</b>
Total Current Charges		\$12.28
Total Amount Due		\$12.28

# Bank Draft Do Not Pay

Please return this portion with your payment

4338710



1300 Ninth St. St. Cloud, FL 34769 407-957-7344 www.tohowater.com

Customer #: 000176860

Account #: 00048909

Amount Due \$12.28

Due Date 10/11/2023

Bank Draft DO NOT PAY

Please use this number **00017686000048909** for online, bank or epay payments.

Please make checks payable to:

GRAMERCY FARMS COMMUNITY DEV 3434 COLWELL AVENUE SUITE 200 TAMPA FL 33614



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#### **Solid Waste**





Customer Number: 000176860 Account Number: 00050195

Customer Name: GRAMERCY FARMS COMMUNITY DEV Service Address: 0 GRAMERCY FARMS BOULEVARD IRR

Trash and Recycling information, please visit stcloudfl.gov.

Irrigation restrictions are in place. Please visit www.tohowater.com to view the watering schedule, or call 407-957-7344.

Summary of Charges

Consumption Charge

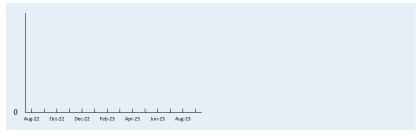
Previous Balance \$0.00

Toho Water Authority Charges
Reclaim Base Charge \$21.67

Toho Sub Total \$21.67

Total Current Charges \$21.67

#### **Reclaimed Water**



	Meter	From	То	Prev.	Curr.	Water
Service	Number	Date	Date	Read	Read	Usage
Reclaimed	70298106	8/10/23	9/13/23	3071	3071	0
Water					Regular	

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# Bank Draft Do Not Pay

Please return this portion with your payment

4338711



1300 Ninth St. St. Cloud, FL 34769 407-957-7344 www.tohowater.com

Customer #: 000176860 Acco

Account #: 00050195

Amount Due \$21.67 Due Date 10/11/2023

Bank Draft DO NOT PAY

Please use this number **00017686000050195** for online, bank or epay payments.

Please make checks payable to:

GRAMERCY FARMS COMMUNITY DEV 3434 COLWELL AVENUE SUITE 200 TAMPA FL 33614



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#### **Solid Waste**





9 X TOTAL OF Customer Name:

Customer Name: GRAMERCY FARMS COMMUNITY DEV Service Address: 4500 BLOCK ODD BALER TRAILS DRIVE

Customer Number: 000176860

Account Number: 00050564

Trash and Recycling information, please visit stcloudfl.gov.

Irrigation restrictions are in place. Please visit www.tohowater.com to view the watering schedule, or call 407-957-7344.

Summary of Charges

Consumption Charge

Previous Balance \$0.00

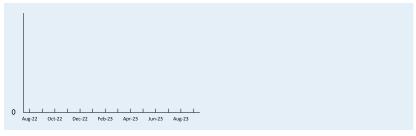
Toho Water Authority Charges
Reclaim Base Charge \$21.67

Toho Sub Total \$21.67

Total Current Charges \$21.67

Total Amount Due

#### **Reclaimed Water**



	Meter	From	То	Prev.	Curr.	Water
Service	Number	Date	Date	Read	Read	Usage
Reclaimed	70304968	8/10/23	9/12/23	7305	7305	0
Water					Regular	

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# Bank Draft Do Not Pay

Please return this portion with your payment

4338712

\$21.67

Toho Water Authority

1300 Ninth St. St. Cloud, FL 34769 407-957-7344 www.tohowater.com

Customer #: 000176860

Account #: 00050564

Amount Due \$21.67 Due Date 10/11/2023

Bank Draft
DO NOT PAY

Please use this number **00017686000050564** for online, bank or epay payments.

Please make checks payable to:

GRAMERCY FARMS COMMUNITY DEV 3434 COLWELL AVENUE SUITE 200 TAMPA FL 33614



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#### **Solid Waste**





Customer Number: 000176860 Account Number: 00052699

Customer Name: GRAMERCY FARMS COMMUNITY DEV

Service Address: 4500 BLOCK EVEN ORCHARD GROVE ROAD RECLAIM

**Summary of Charges** 

Consumption

Charge

\$0.00

\$21.67

\$21.67

\$21.67

\$21.67

4338713

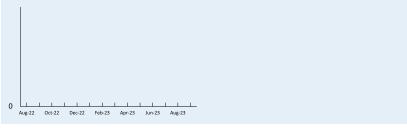
Bill Date: 9/20/2023 Due Date: 10/11/2023

Trash and Recycling information, please visit stcloudfl.gov.

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**Reclaimed Water** 





	Meter	From	То	Prev.	Curr.	Water
Service	Number	Date	Date	Read	Read	Usage
Reclaimed	70325762	8/11/23	9/13/23	8909	8909	0
Water					Regular	

**Bank Draft** Do Not Pay

**Previous Balance** 

Reclaim Base Charge **Toho Sub Total** 

**Total Current Charges** 

**Total Amount Due** 

**Toho Water Authority Charges** 

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1300 Ninth St. St. Cloud, FL 34769 407-957-7344 www.tohowater.com Please return this portion with your payment

Customer #: 000176860

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Amount Due \$21.67

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**Toho Water Authority** PO Box 31304 Tampa, FL 33631-3304 ՊՈրժժութեկութիկուկուկուկուրկթիգվիշկել

**GRAMERCY FARMS COMMUNITY** DEV 3434 COLWELL AVENUE SUITE 200 **TAMPA FL 33614** 



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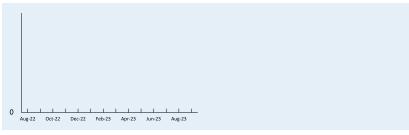




Trash and Recycling information, please visit stcloudfl.gov.

Irrigation restrictions are in place. Please visit www.tohowater.com to view the watering schedule, or call 407-957-7344.

**Reclaimed Water** 



	Meter	From	То	Prev.	Curr.	Water
Service	Number	Date	Date	Read	Read	Usage
Reclaimed	53265659	8/11/23	9/12/23	0	0	0
Water					Regular	

\*Bill due date applies to current charges only. A previous balance could be subject to service interruption.

Please return this portion with your payment

4338714

\$7.98

Toho Water

1300 Ninth St. St. Cloud, FL 34769 407-957-7344 www.tohowater.com

Customer #: 000176860 Account #: 00053301

Amount Due \$7.98 Due Date 10/11/2023

**Bank Draft** DO NOT PAY

Please use this number 00017686000053301 for online, bank or epay payments.

Please make checks payable to:

**Toho Water Authority** PO Box 31304 ՊՈրժժութեկութիկուկուկուկուրկթիգվիշկել

**GRAMERCY FARMS COMMUNITY** DEV 3434 COLWELL AVENUE SUITE 200 **TAMPA FL 33614** 



**Summary of Charges** 

Account Number: 00053301

Due Date: 10/11/2023

Consumption Charge **Previous Balance** \$0.00 **Toho Water Authority Charges** \$7.98 Reclaim Base Charge **Toho Sub Total** \$7.98

Service Address: 4500 BLOCK EVEN GRAMERCY FARMS BOULEVARD

Customer Name: GRAMERCY FARMS COMMUNITY DEV

Customer Number: 000176860

Bill Date: 9/20/2023

**Total Amount Due** 

**Total Current Charges** \$7.98

**Bank Draft** 

Do Not Pay

Tampa, FL 33631-3304

00017686000053301000000798202310110

**Bank Draft (Automatic Withdrawal):** Toho Water Authority can automatically deduct your utility bill total from your bank account. Register online at www.tohowater.com.

**Electronic Check by Phone or Online:** Invoice Cloud, our independent service provider, processes all e-check utility payments. Please call 407-957-7344 option 2, or visit www.tohowater.com to make your free e-check payment by quick pay or by logging into your account. Your one-time payment will be deducted directly from your checking account at no additional cost.

Credit Card by Phone or Online: Invoice Cloud, our independent service provider, processes all credit card utility payments. Call 407-957-7344 option 2 or visit <a href="www.tohowater.com">www.tohowater.com</a> to pay your bill. American Express, Visa, MasterCard, or Discover Cards are accepted. Invoice Cloud will charge a convenience fee of \$3.25 per \$300.00 for credit card transaction.

**Pay by Text:** Register online at <u>www.tohowater.com</u> to pay your utility bills by text.

**Amscot:** Utility payments are accepted at any Amscot center by cash, check, or money order. Your account will be credited the next business day. Amscot charges a fee of \$1.25 per transaction.

Mail Payments: Please make your check or money order payable to Toho Water Authority. Please write your account number on your check or money order. Send your payment and remittance stub to PO Box 31304, Tampa, FL 33631-3304. Please do not send cash.

**Drop Box Payments:** Located on the Massachusetts Avenue side of City Hall at 1300 Ninth Street, or inside the lobby on the 1st floor of Bldg. A. Payments deposited in the outside drop box will be credited to your account within three to five business days. Payments deposited in the inside drop box before 2pm will be posted on the same day. Payments placed in this drop box after 2pm will be posted to your account on the next business day.

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#### **Emergency Service**

Please contact Toho Water Authority at 407-957-7344 to report water leaks, breaks, hydrant damage, or other water related emergencies. For water, sewer, or backflow concerns Toho Water Authority reserves the right to evaluate the emergency and determine the need of a plumbing contractor. If a plumber is contacted for services first, Toho Water Authority will not assume responsibility for incurred costs.

#### **Definitions**

**Initiation Charge:** The initial cost of establishing or re-establishing Emergency Medical Service (EMS) and utility services.

**Emergency Medical Charge (EMS):** A fixed monthly charge to cover maintenance of emergency equipment and vehicles (ambulances, 911 systems, etc.)

**Water and Sewer Base Charge:** A fixed rate to cover basic costs associated with the operations and maintenance costs for providing water and sewer service to your home or business, regardless of water usage.

**Stormwater Charge:** A fixed rate to recover the cost of stormwater improvements.

**TGAL:** 1,000 gallons. A unit of measurement for water consumption.

**Cross Connection Control:** A fixed monthly charge to cover the required annual testing, repair and certification for single family residential utility customers requiring a backflow prevention device.

#### **Account Inquires**

For information regarding your billing statement, water conservation, electronic billing, payments, programs and services, frequently asked questions and more please visit our website at www.tohowater.com. You can also reach us by calling 407-957-7344 option 4 or emailing us at cs-stcloud@tohowater.com.

#### Need to pay your OUC Bill?

Toho Water Authority will process your OUC electric bill payment in our walk in center located at 1300 Ninth Street, Bldg A, first floor through an independent provider, Fidelity Express, with no transaction fee. Your OUC payment stub, account number, or bill is required for accurate credit to your OUC account.

#### **Rates**

Water is billed at a conservation tiered rate, as an incentive to conserve water. Consumption is billed in thousand gallon increments. Any partial thousand gallon increment usage is not billed in the current month and will be applied toward the following month's consumption. There is no minimum use charge on water - you only pay for what you use, however monthly base charges do apply. A detailed list of the water rates can be found at www.tohowater.com.

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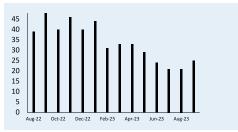




Trash and Recycling information, please visit stcloudfl.gov.

Irrigation restrictions are in place. Please visit www.tohowater.com to view the watering schedule, or call 407-957-7344.

**Reclaimed Water** 



Service	Meter	From	To	Prev.	Curr.	Water
	Number	Date	Date	Read	Read	Usage
Reclaimed Water	61036656	8/10/23	9/12/23	2214	2239 Regular	25

\*Bill due date applies to current charges only. A previous balance could be subject to service interruption. Customer Number: 000183236

Account Number: 00056930

Customer Name: GRAMERCY FARMS, CDD

Service Address: 2800 BLOCK EVEN MOSSHIRE CIRCLE

Bill Date: 9/20/2023 Due Date: 10/11/2023

Summary of	Charges	
	Consumption	Charge
Previous Balance		\$0.00
Toho Water Authority Charges Reclaim Base Charge Reclaim Consumption Tier 1 Reclaim Consumption Tier 2 Toho Sub Total	17 TGAL 8 TGAL	\$14.22 \$41.82 \$19.68 <b>\$75.72</b>
Total Current Charges		\$75.72
Total Amount Due		\$75.72

# **Bank Draft** Do Not Pay

Please return this portion with your payment

4338772



1300 Ninth St. St. Cloud, FL 34769 407-957-7344 www.tohowater.com

Customer #: 000183236 Account #: 00056930

Amount Due \$75.72 Due Date 10/11/2023

**Bank Draft** DO NOT PAY

Please use this number 00018323600056930 for online, bank or epay payments.

Please make checks payable to:

**Toho Water Authority** PO Box 31304 Tampa, FL 33631-3304 ՊՈրժժութեկոիցիկոժիթվկումիթիգվիշկելի

GRAMERCY FARMS, CDD C/O RIZZETTA & COMPANY 3434 COLEWELL AVENUE SUITE 200 **TAMPA FL 33614** 



**Bank Draft (Automatic Withdrawal):** Toho Water Authority can automatically deduct your utility bill total from your bank account. Register online at www.tohowater.com.

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Mail Payments: Please make your check or money order payable to Toho Water Authority. Please write your account number on your check or money order. Send your payment and remittance stub to PO Box 31304, Tampa, FL 33631-3304. Please do not send cash.

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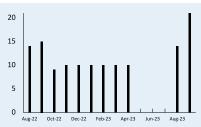




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Irrigation restrictions are in place. Please visit www.tohowater.com to view the watering schedule, or call 407-957-7344.

#### **Reclaimed Water**



	Meter	From	То	Prev.	Curr.	Water
Service	Number	Date	Date	Read	Read	Usage
Reclaimed	54671134	8/10/23	9/12/23	591	612	21
Water					Regular	

\*Bill due date applies to current charges only.

A previous balance could be subject to service interruption.

Customer Number: 000176860

Account Number: 00058972

Summary of	Charges	
	Consumption	Charge
Previous Balance		\$0.00
Toho Water Authority Charges Reclaim Base Charge Reclaim Consumption Tier 1 Reclaim Consumption Tier 2 Reclaim Consumption Tier 3 Toho Sub Total	8 TGAL 9 TGAL 4 TGAL	\$7.98 \$19.68 \$22.14 \$15.64 <b>\$65.44</b>
<b>Total Current Charges</b>		\$65.44
Total Amount Due		\$65.44

# Bank Draft Do Not Pay

Please return this portion with your payment

4338715



1300 Ninth St. St. Cloud, FL 34769 407-957-7344 www.tohowater.com

Customer #: 000176860 Account #: 00058972

Amount Due \$65.44 Due Date 10/11/2023

Bank Draft DO NOT PAY

Please use this number 00017686000058972 for online, bank or epay payments.

Please make checks payable to:

GRAMERCY FARMS COMMUNITY DEV 3434 COLWELL AVENUE SUITE 200 TAMPA FL 33614



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#### **Solid Waste**





MK-WI-S300 GCFS 1555 N. Rivercenter Drive, Suite 300 Milwaukee, WI 53212

7064192

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GRAMERCY FARMS CDD C/O RIZZETTA & COMPANY 3434 COLWELL AVE STE 200 TAMPA, FL 33614





Corporate Trust Services EP-MN-WN3L 60 Livingston Ave. St. Paul, MN 55107 Invoice Number: Account Number: Invoice Date: Direct Inquiries To: Phone: 7064192 150136000 09/25/2023 Leanne Duffy 407-835-3807

GRAMERCY FARMS CDD C/O RIZZETTA & COMPANY 3434 COLWELL AVE STE 200 TAMPA, FL 33614

**GRAMERCY FARMS 2011 INTEREST** 

The following is a statement of transactions pertaining to your account. For further information, please review the attached.

STATEMENT SUMMARY

#### PLEASE REMIT BOTTOM COUPON PORTION OF THIS PAGE WITH CHECK PAYMENT OF INVOICE.

TOTAL AMOUNT DUE \$9,697.50

All invoices are due upon receipt.

Please detach at perforation and return bottom portion of the statement with your check, payable to U.S. Bank.

**GRAMERCY FARMS 2011 INTEREST** 

 Invoice Number:
 7064192

 Account Number:
 150136000

 Current Due:
 \$9,697.50

Direct Inquiries To: Leanne Duffy 407-835-3807

Wire Instructions:

U.S. Bank ABA # 091000022 Acct # 1-801-5013-5135 Trust Acct # 150136000 Invoice # 7064192 Attn: Fee Dept St. Paul Please mail payments to: U.S. Bank CM-9690 PO BOX 70870 St. Paul, MN 55170-9690





Corporate Trust Services EP-MN-WN3L 60 Livingston Ave. St. Paul, MN 55107

Invoice Number: Invoice Date: Account Number: Direct Inquiries To: Phone:

7064192 09/25/2023 150136000 Leanne Duffy 407-835-3807

#### **GRAMERCY FARMS 2011 INTEREST**

Accounts Included 150136000

150136001

150136003

150136004

150136005

In This Relationship:

CURRENT CHARGES SUMMARIZED FOR ENTIRE RELATIONSHIP							
Detail of Current Charges	Volume	Rate	Portion of Year	Total Fees			
04280 Administration 04360 Administration Fee - Principal Amount O/S 04360 Administration Fee - Max Adjustment	1.00 56,260,000.00	500.00 0.0003	100.00% 100.00%	\$500.00 \$16,878.00 (\$8,378.00)			
Subtotal Administration Fees - In Advance 09	/01/2023 - 08/31/2024			\$9,000.00			
Incidental Expenses 09/01/2023 to 08/31/2024	9,000.00	0.0775		\$697.50			
Subtotal Incidental Expenses				\$697.50			
TOTAL AMOUNT DUE				\$9,697.50			



# Tab 5



### SERVICE AGREEMENT FOR LIGHTING SERVICE GRAMERCY FARMS PH 9

This Agreement is entered into this	day of	20, by and
between ORLANDO UTILITIES COMMISSION	<b>I</b> , whose address i	is 100 West Anderson
Street, Orlando, Florida 32801 and GRAMERCY	Y FARMS COMMU	NITY DEVELOPMENT
DISTRICT, whose address is 3434 Colwell Av	e, Suite 200, Tam	pa, FL 33614, for the
provision of Lighting Service as more particularly	set forth below.	•

#### **DEFINITIONS**

- "BILLING CYCLE" shall mean the time between the reading date of the prior month bill and the reading date of the current month bill for the lighting Service provided by OUC during that time.
- 2. "CUSTOMER" shall mean the legal entity that owns the premises receiving Lighting Service and is responsible for paying the CUSTOMER bill.
- 3. "FORCE MAJEURE EVENT" means any event beyond OUC's reasonable control which results in the failure of some performance under this agreement, including without limitation, acts of God, epidemics, lightning, storms, earthquakes, fires, floods and washouts; strikes, lockouts or other industrial disturbances; acts of the public enemy, wars, blockades, insurrections, civil disturbances and riots; arrests, orders, directives or restraints of government agencies, either local, state, federal, civil or military; or acts of CUSTOMER which prevent OUC from providing Lighting Service.
- "INSTALLATION DATE" shall mean the date entered in Exhibit 1, for each phase of the project, upon which OUC is to commence installation of the LIGHTING EQUIPMENT.
- 5. "LIGHTING EQUIPMENT" means poles, wires, fixtures, conduit, junction boxes, bases, photocells, controllers, and any other associated parts.
- 6. "LIGHTING SERVICE" shall collectively mean, all such installation, operation, maintenance and (if applicable) electric supply services.
- 7. "OUC" shall mean ORLANDO UTILITIES COMMISSION, a statutory commission created and existing under the laws of the state of Florida and the municipal utility of the City of Orlando.

### SECTION 1: OUC AGREES THAT DURING THE TERM OF THIS AGREEMENT IT SHALL:

- 1.1. Install the Lighting Equipment listed in Exhibit 1, under the heading entitled "OUC Installed Lighting Equipment" on the CUSTOMER's property more specifically described in Exhibit 1 (the "Property"), operate and maintain all such Lighting Equipment, and if possible under applicable laws and regulations, provide electric service necessary for the operation of the Lighting Equipment, all in accordance with the rates set forth in Exhibit 1 and the terms and provisions set forth in this Agreement.
- 1.2. Bill CUSTOMER, monthly, for Lighting Service based on the rates set forth in Exhibit 1; provided, however that OUC shall be entitled to adjust the rates charged for Lighting Service as set forth in Exhibit 1. OUC shall annually deliver notice to the CUSTOMER of any such changes to the Lighting Service rates.

### SECTION 2: THE CUSTOMER AGREES THAT DURING THE TERM OF THIS AGREEMENT IT SHALL:

- 2.1 Whenever possible under applicable laws and regulations, purchase from OUC all of the electric energy used for the operation of the Lighting Equipment.
- 2.2 Pay by the due date indicated thereon all bills rendered by OUC for Lighting Service provided in accordance with this Agreement.
- 2.3 Trim any and all trees or other foliage that may either obstruct the light output from Lighting Equipment or that may obstruct maintenance access to the Lighting Equipment.
- 2.4 Promptly provide notice to OUC of any inoperative or malfunctioning lights and/or Lighting Equipment installed hereunder via the outage reporting options provided in Exhibit 1, or through subsequent bill inserts or publication in the relevant newspapers of general circulation.

#### SECTION 3: EASEMENTS AND ACCESS

CUSTOMER hereby grants to OUC an irrevocable right of entry, access, ingress and egress into, over, across, upon and through the Property for purposes of gaining access to the Lighting Equipment. In addition, CUSTOMER hereby grants, transfers and conveys to OUC, an easement over the Property for the purpose of installing, operating, replacing and maintaining the Lighting Equipment as required under this Agreement.

#### SECTION 4: THE PARTIES MUTUALLY AGREE:

4.1 OUC, while exercising reasonable diligence at all times to furnish Lighting Service hereunder, does not guarantee continuous lighting and will not be liable for any damages for any interruption, deficiency or failure of electric service, and reserves the right to interrupt electric service at any time for necessary repairs to lines or equipment. Further, the parties acknowledge that malfunctions (including burned out bulbs) and acts beyond OUC's

reasonable control do occur from time to time, which may result in the failure of illumination of said lights and/ or Lighting Equipment provided hereunder. Although OUC performs routine maintenance and periodic inspections of said Lighting Equipment installed hereunder, it is the responsibility of the CUSTOMER to promptly notify OUC of any inoperative or malfunctioning lights or Lighting Equipment, regardless of whether such condition or malfunction was discovered or should have been discovered by OUC during the performance of such maintenance or inspection. Subject to such notification and its compliance with the provisions of Florida Statutes § 768.1382(2) & (3) (2007), as may be amended from time to time, OUC is not liable and may not be held liable for any civil damages for personal injury. wrongful death, or property damage affected or caused by the malfunction or failure of illumination of such lights or Lighting Services provided hereunder, regardless of whether the malfunction or failure of illumination is alleged or demonstrated to have contributed in any manner to the personal injury, wrongful death, or property damage.

- 4.2 OUC installation of Lighting Equipment shall be made only when, in the judgment of OUC, the location and the type of the Lighting Equipment are, and will continue to be, easily and economically accessible to OUC equipment and personnel for both construction and maintenance. OUC shall not be in default for its failure to perform its obligations under this Agreement to the extent resulting from a Force Majeure Event. OUC shall be entitled to an extension of time for the performance of Lighting Service sufficient to overcome the effects of any such Force Majeure Event.
- 4.3 Except as specifically permitted under subsection 4.6 below, modification of the Lighting Equipment provided by OUC under this Agreement may only be made through the execution of an additional Agreement between OUC and CUSTOMER or by written amendment to this Agreement, delineating the modifications to be accomplished and (if applicable) setting out any adjustments to the terms and conditions necessitated by the modification. Notwithstanding anything to the contrary contained herein, CUSTOMER shall not possess or have any direction or control over the physical operation of the Lighting Equipment and the direction and control of the physical operation of Lighting Equipment shall be vested exclusively with OUC.
- 4.4 OUC shall, at the request of the CUSTOMER, relocate the Lighting Equipment if provided sufficient rights-of-way or easements to do so and the requested relocation does not negatively affect the ability of OUC to provide Lighting Service. The CUSTOMER shall be responsible for the payment of all costs associated with any such CUSTOMER requested relocation of OUC Lighting Equipment.
- 4.5 OUC may, at any time and without the need for CUSTOMER's permission, substitute any luminaire/lamp installed hereunder with another luminaire/lamp which shall be of at least equal illuminating capacity and efficiency.
- 4.6 OUC shall retain all title right and ownership interest in the Lighting Equipment and shall be responsible to repair or replace (and assumes all risk of loss) for any damage to any Lighting Equipment provided pursuant to

this Agreement; provided, however that notwithstanding the foregoing, OUC shall not be responsible for and the CUSTOMER agrees to take responsibility for, the cost incurred to repair or replace any Lighting Equipment that has been damaged by CUSTOMER, its employees, agents, invitees or licensees or any other third party in which case OUC shall not be required to make such repair or replacement prior to payment by the CUSTOMER for damage. Responsibility to repair or replace damage to any CUSTOMER installed Lighting Equipment transfers to OUC upon inspection and acceptance of the fully installed and energized Lighting Equipment by OUC's Lighting Inspector.

- 4.7 Should the CUSTOMER fail to pay any bills due and rendered pursuant to this Agreement or otherwise fail to perform its obligations contained in this Agreement, said obligations being material and going to the essence of this Agreement, OUC may cease to supply the Lighting Service until the CUSTOMER has paid the bills due and rendered or has fully cured such other breach of this Agreement. Any failure of OUC to exercise its rights hereunder shall not be deemed a waiver of such rights. It is understood, however, that such discontinuance of the supplying of the Lighting Service shall not constitute a breach of this Agreement by OUC, nor shall it relieve the CUSTOMER of the obligation to perform any of the terms and conditions of this Agreement.
- 4.8 CUSTOMER shall be entitled to assign its rights under this Agreement to the CUSTOMER's successor in title to the Property upon which the Lighting Equipment are installed with the written consent of OUC, which shall not be unreasonably withheld. No assignment shall relieve the CUSTOMER from its obligations hereunder until such obligations have been assumed by the Purchaser in writing and agreed to by OUC.
- 4.9 This Agreement supersedes all previous Agreements or representations, either written, oral or otherwise between the CUSTOMER and OUC, with respect to the Lighting Service referenced herein and along with OUC's electric service tariffs, constitutes the entire Agreement between the parties. This Agreement does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by OUC to third parties.
- 4.10 CUSTOMER recognizes and agrees that it is ultimately responsible for the payment of all sales, municipal, use, excise, gross receipts and other taxes that may apply to, or be imposed upon, the transaction that is the subject of this Agreement, if any, irrespective of when such taxes may be charged or assessed against OUC. Any non-collection or non-assessment of such taxes by OUC contemporaneously with the occurrence of the transaction shall not waive, release or diminish CUSTOMER's ultimate responsibility for the payment thereof, irrespective of whether such taxes are later charged or assessed by OUC or the applicable taxing authority(ies).
- 4.11 This Agreement shall inure to the benefit of, and be binding upon the successors and permitted assigns of the CUSTOMER and OUC.
- 4.12 OUC will exercise reasonable efforts to furnish Lighting Service hereunder in a manner which will allow continuous operation of the Lighting Equipment,

but OUC does not warrant the continuous operation of the Lighting Equipment and shall not be liable for any damages for any interruption, deficiency or failure of Lighting Equipment. Notwithstanding any other provision of this Agreement, in no event shall OUC have any liability to CUSTOMER under this Agreement, whether based in contract, in tort (including negligence and strict liability) or otherwise, for: (a) any special, incidental, indirect, exemplary or consequential damages; (b) damages with respect to costs of capital, costs of replacement power, loss of profits or revenues, or loss of use of plant or equipment, irrespective of whether such damages may be categorized as direct, special, consequential, incidental, indirect, exemplary or otherwise.

4.13 CUSTOMER shall locate and advise OUC, its agents, employees, servants or subcontractors, through the provision of an accurate map and other necessary written descriptions, of the exact location of all underground facilities, including, but not limited to: sewage pipes, septic tanks, walls, swimming pools, sprinkler systems, conduits, cables, valves, lines, fuel storage tanks, and storm drainage systems ("Underground Facilities") at the installation site at least two (2) days prior to the commencement of any work by OUC at the installation site. Any and all cost or liability for damage to Underground Facilities by OUC that were not properly identified by the CUSTOMER, as described under this paragraph, shall be paid by the CUSTOMER. Except for those claims, losses and damages arising out of OUC's sole negligence, the CUSTOMER agrees to defend, at its own expense and indemnify OUC, its respective commissioner, officers, agents, employees, servants, contractors for any and all claims, losses and damages, including attorney's fees and costs, which arise or are alleged to have arisen out of furnishing, design, installation, operation, maintenance or removal of the Lighting Equipment.

### SECTION 5: TERM, EFFECTIVE DATE, INSTALLATION DATE, AMENDMENT, TERMINATION AND BILLING

- 5.1 The initial term of this Agreement (the "Term") shall be for **seventeen (17) years and five (5) months**. The initial term shall begin upon the due date of the first monthly invoice (bill) delivered to CUSTOMER for installed lighting or the capital investment portion of the Monthly Lighting Service Charge as set forth in section 5.3 hereinbelow, which ever occurs first, and shall terminate at the end of **two hundred and nine (209)** consecutive Billing Cycles thereafter, unless extended or otherwise modified pursuant to the provisions herein. In the event that a phased installation of Lighting Equipment is to be provided by OUC by means of the Phase Installation Plan described in Exhibit 1, each development phase completed shall have its own Term (which shall commence and terminate as set forth above in this paragraph) and Installation Date under this Agreement.
- 5.2 The effective date of this Agreement shall be the date of execution by the CUSTOMER or OUC, whichever is later.
- 5.3 If OUC is ready and able to begin installation of the Lighting Equipment on the Installation Date, and the CUSTOMER is not ready and able to accept installation of the Lighting Equipment, OUC shall bill CUSTOMER monthly for the capital investment portion of the Monthly Lighting Service Charge,

until such time as the CUSTOMER is able to commence accepting installation as set forth herein. CUSTOMER may change the Installation Date by providing OUC written notice of the new Installation Date no later than one hundred (100) days prior to the original Installation Date; however, in no event shall the new Installation Date exceed six (6) months from the original Installation Date. Provided that written notice is received by OUC at least 100 days prior to the original installation date, CUSTOMER shall not be responsible for paying the monthly bill for the capital investment portion of the Lighting Service Charge. Notwithstanding any of the foregoing, the CUSTOMER shall be liable for paying the monthly bill for the capital investment portion of the Monthly Lighting Service Charge if CUSTOMER is not ready and able to accept installation of the Lighting Equipment on the new Installation Date or the date ending six (6) months after the original Installation Date, whichever occurs first. OUC reserves the right to adjust pricing when CUSTOMER changes the original Installation Date.

- 5.4 This Agreement may only be amended in writing and such amendment must be executed with the same degree of formality as this Agreement. Notwithstanding the foregoing, the annual adjustment to rates as set forth in Exhibit 1 shall not require an amendment to this Agreement provided such annual rate adjustment does not exceed three percent (3%) over the prior year's rate.
- 5.5 The CUSTOMER may opt to terminate the Agreement at the end of the initial or subsequent Terms by providing to OUC at least sixty (60) days advance written notice. In the event that CUSTOMER terminates this agreement before the end of the initial or subsequent Terms, CUSTOMER shall be liable to OUC for the capital investment portion of the Monthly Lighting Service Charge set forth in Exhibit 1 for the remainder of the Term and all direct and consequential damages incurred by OUC as a result of such early termination, including the cost incurred by OUC to remove the Lighting Equipment. In addition to the foregoing, OUC shall have the right to pursue all other remedies or damages available at law or in equity. OUC may terminate this Agreement if at any time during the Term a final court decision is issued, an Internal Revenue Service ruling is issued, or a change in the applicable statutes or regulations occurs, any of which in the reasonable opinion of OUC's general counsel, results in the continued existence of this Agreement having a material adverse effect on OUC's ability to issue tax exempt bonds. Any such termination shall be made by 30 days' prior written notice from OUC to CUSTOMER. The CUSTOMER will be responsible for the cost incurred by OUC to remove the Lighting Equipment. OUC shall issue a bill to the CUSTOMER for removal costs once removal has been completed.
- 5.6 Billing shall commence upon the energization of the first lights or as set forth in section 5.3 above.

#### **SECTION 6: MISCELLANEOUS**

6.1 Governing Law: The validity, construction, and performance of this agreement, shall be in accordance with the laws of the State of Florida without application of its choice-of-law rules.

- 6.2 Severability: If any provision of this Agreement shall be held void, voidable, invalid or inoperative, no other provision of this Agreement shall be affected as a result thereof, and accordingly, the remaining provisions of this Agreement shall remain in full force and effect as though such void, voidable, invalid or inoperative provision had not been contained herein.
- 6.3 Notices: All notices permitted or required to be given under this Agreement shall be in writing and shall be deemed given and received: (a) five (5) days after such notice has been deposited in the United States Mail, certified, return receipt requested, with proper postage affixed thereto if the recipient is also provided a facsimile transmittal on the same date as mailed, otherwise, when the recipient receives the U.S. Mail transmittal, (b) one (1) Business day after such notice has been deposited with Federal Express, Express Mail, or other expedited mail or package delivery service guaranteeing delivery no later than the next Business Day, or (c) upon hand delivery to the appropriate address and person as herein provided if a receipt evidencing delivery has been retained. "Electronic mail" shall not be considered a "writing" for purposes hereof. All notices shall be delivered or sent to the Parties at their respective address(es) or number(s) shown below or to such other address(es) or number(s) as a Party may designate by prior written notice given in accordance with this provision to the other Party:

#### If to OUC:

Orlando Utilities Commission 100 West Anderson Street Orlando, Florida 32801 Attention: Office of The General Counsel

#### If to Customer:

Gramercy Farms Community Development District 3434 Colwell Ave Suite 200 Tampa, FL 33614 Attention:

- 6.4 Entire Agreement: This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof, and supersedes any and all prior contemporaneous written and oral agreements, proposals, negotiations, understanding and representations pertaining to the subject matter hereof.
- 6.5 Time Is Of The Essence: Time is hereby declared of the essence as to all time periods set forth in this Agreement.
- 6.6 Waiver: The failure of a party to insist on strict performance of any provision under this Agreement, or to take advantage of any right hereunder shall not be construed as a waiver of future violations of such provision or right. Any waiver at any time by any party hereto of its rights with respect to the other party, or with respect to any matter arising in connection with this Agreement

- shall not be considered a waiver of any such rights or matters at any subsequent time.
- 6.7 OUC may allow, upon request, the installation of a camera on its poles under the following circumstances:
  - OUC will not be responsible for the installation, maintenance, or removal of any camera nor will OUC provide electricity to power such camera unless metered.
  - 2. The camera will be securely installed high enough on the pole so as not to impede vehicle or pedestrian flow and low enough as to not interfere with any purpose of the pole whether lighting, wire support or both.
  - 3. OUC will expect to recover any costs incurred due to any damage caused by allowing this accommodation.
  - 4. The installer, camera owner, and/or party instigating this action shall indemnify, save and hold OUC harmless from all loss, damage, claims, liability and expense whatsoever arising from this activity.
- 7. The Customer shall have the right, from time to time as the Customer shall deem appropriate, to hang banners, signs, flags and holiday decorations (collectively the "Banners") from banner arms to be attached by the Customer to the Lighting Facilities; provided, however, that same shall comply in all respects with applicable laws and regulations. Said banner arms shall be of the type and size consistent with the wind loading capabilities of the Lighting Facilities and shall be pre-approved by OUC (the "Banner Arms"). The Customer shall be responsible for acquiring, installing and maintaining all the Banner Arms. The Customer shall be responsible to repair or replace (and assumes all risk of loss) for any damage to any Banner Arms. Notwithstanding anything herein to the contrary, in the event the Lighting Facilities are damaged by the Banners or the Banner Arms the Customer shall be liable to OUC for said damage. OUC shall not be liable for any permits, fees or liabilities (of whatever kind or nature) related to the Banner Arms or the Banners placed thereon, including but not limited to the content of Banners. Notwithstanding anything herein to the contrary, the parties agree that OUC shall not be liable for any claim, demand, liability, judgment, action or right of action, of whatever kind or nature, either in law or equity, arising from or by reason of any type of liability including but not limited to contractual liability, bodily injury or personal injuries, death, or occurrence due to placement of the Banners and/or the Banner Arms on the Lighting Facilities. Customer shall to the maximum extent permitted by law defend, indemnify, and hold harmless OUC, its officers, directors, and employees from and against all claims, damages, losses, and expenses, (including but not limited to fees and charges of attorneys or other professionals and court and arbitration or other dispute resolution costs) arising out of or resulting from injury or death of third parties (including OUC employees and agents), or damage to property caused by placement of Banners and the Banner Arms by the Customer on the Lighting Facilities.

Now, therefore, the parties enter into this Agreement as of the dates of execution indicated below.

### **Gramercy Farms Community Development District**

		Federal ID # 86-1147035
		By:
		Name:
		Title:
		Date:
WITNESSES	:	
	By:	
	Name:	
	Title:	
	Ву:	
	Name:	
	Title:	
sufficient for a		Florida Statutes, the following notarial certificates are a representative capacity: )
		owledged before me by means of [] physical this day of
		(name of person) as
type of autho		e, attorney in fact) and who acknowledge that she/he
name of part	y on behalf of whom ir	nstrument was executed). She/he is personally known
(Notai	ry Seal)	Notary Public
		Print Name:
		My Commission Expires:

### **ORLANDO UTILITIES COMMISSION**

			Ву:	
				Clint Bullock General Manager/CEO
			Date:	
ATTEST:		Paula A. \ Assistant		
	WITNES	SSES:		
	Ву:			
	Name: _			
	Title:			
	Ву:			
	Name: _			
	Title:			
STATE OF F		Ξ		
				before me by means of [ ] physical presenc
				Commission, a Florida statutory commission
		mission. as	•	rsonally known to me or has produce on.
	(Notaria	l Seal)		Notary Public, State of Florida

#### EXHIBIT 1

#### LIGHTING SERVICE FEES:

#### RATE PER MONTH

#### Monthly Lighting Service Charge:

Capital Investment	\$^	1,815.46
Maintenance	\$	364.50
<u>Fuel and Energy</u>	<u>\$</u>	100.40
Total	*** \$2	2,280.36

Upfront Payment \$0.00

Initial Term Charges include Capital Investment, Fuel and Energy, and Maintenance Costs, Subsequent Term Charges include Fuel and Energy, and Maintenance Costs.

\*\*\* From time to time, modifications to the original contract design ("Design Modifications") may be necessary to accommodate local site requirements or other changes which were not anticipated by either party during the original contracting phase. Actual billed amount will be based on the as-built drawings which reflect the Design Modifications.

If the increase in the actual billed amount due to the Design Modifications is up to and including 10% of the Agreement's original capital investment charge, Customer hereby assumes responsibility for payment of such charge increase without need for notification from OUC or further consent from Customer regarding same.

If the increase in the actual billed amount due to the Design Modifications exceeds 10% of the Agreement's original capital investment charge, OUC will send to Customer completed Exhibit 2 reflecting such increase and both OUC and Customer shall execute same.

#### ANNUAL RATE ADJUSTMENT

Taxes may be adjusted periodically. The fees established in this Exhibit 1 may be adjusted by OUC to reflect changes in electric rates, subject to review and approval by the Florida Public Service Commission. The rates for maintenance shall not change by more than three percent (3%) over the prior year's rate. The capital investment portion of the Monthly Lighting Service Charge shall remain fixed for the term of this Agreement.

#### LIGHTING SERVICE

The Lighting Service shall provide to CUSTOMER the foot candle lighting output (illuminating capacity) produced from the installation, operation and maintenance of the Lighting Equipment described below or such other functionally equivalent alternative lighting equipment as may be determined by OUC in its sole discretion, provided that such alternative lighting equipment provides the same illuminating capacity as the Lighting Equipment specified below.

#### **LIGHTING EQUIPMENT**

#### **OUC Installed Lighting Equipment:**

(54) 75W LED Black King K601 Fixture(54) 13' Concrete Pole, St. Louis BlackOUC Stock Number 036-23235OUC Stock Number 036-27513

All associated poles, fixtures, parts, wires, photocells, and controllers

#### **CUSTOMER Installed Lighting Equipment:**

The CUSTOMER is responsible for the installation of the conduit, junction boxes, and bases per OUC specifications. A conduit design layout will be provided to the customer upon full execution of this agreement.

#### PHASED INSTALLATION PLAN

Installation Complete

#### EXHIBIT 1 (continued)

#### **OUTAGE REPORTING**

#### LEGAL DESCRIPTION OF THE PROPERTY

All private/public roadways and easements within **GRAMERCY FARMS PHASE 9A**, according to the plat thereof, as recorded in **Plat Book 28**, **Pages 173-175**, of the Public Records of Osceola County, Florida.

#### PROPERTY / PREMISE LOCATION INFORMATION

Premise Name: Premise Address: City, State, Zip: Premise Number	Gramercy Farms PH 9  0 Sweet Acres PI, Saint Cloud FL, 34772 1593065516			
BILLING INFORMATION				
Billing Name: Billing Address: City, State, Zip:	Gramercy Farms Community Dev			
Billing Contact Name: Billing Contact Phone:				
Federal Tax ID:	86-1147035			
ADDITIONAL ACCOUNT INFORMATION TO BE FILLED BY OUC				
Customer Account Number:	0933934710			
Work Request No: Comments:	672181			
Commente.				
	-			

# Tab 6



LLS Tax Solutions Inc. 2172 W. Nine Mile Rd. #352 Pensacola, FL 32534

Telephone: 850-754-0311 Email: liscott@llstax.com

July 13, 2023

Gramercy Farms Community Development District c/o Rizzetta & Company, Inc. 3434 Colwell Avenue, Suite 200 Tampa, Florida 33614

Thank you for choosing LLS Tax Solutions Inc. ("LLS Tax") to provide arbitrage services to Gramercy Farms Community Development District ("Client") for the following bond issue. This Engagement Letter describes the scope of the LLS Tax services, the respective responsibilities of LLS Tax and Client relating to this engagement and the fees LLS Tax expects to charge.

• \$18,832,585.20 Gramercy Farms Community Development District (St. Cloud, Florida) Special Assessment Refunding Bonds, Series 2011

#### **SCOPE OF SERVICES**

The procedures that we will perform are as follows:

- Assist in calculation of the bond yield, unless previously computed and provided to us.
- Assist in determination of the amount, if any, of required rebate to the federal government.
- Issuance of a report presenting the cumulative results since the issue date of the issue of bonds.
- Preparation of necessary reports and Internal Revenue Service ("IRS") forms to accompany any required payment to the federal government.

As a part of our engagement, we will read certain documents associated with each issue of bonds for which services are being rendered. We will determine gross proceeds of each issue of bonds based on the information provided in such bond documents. You will have sole responsibility for determining any other amounts not discussed in those documents that may constitute gross proceeds of each series of bonds for the purposes of the arbitrage requirements.

#### TAX POSITIONS AND REPORTABLE TRANSACTIONS

Because the tax law is not always clear, we will use our professional judgment in resolving questions affecting the arbitrage calculations. Unless you instruct us otherwise, we will take the reporting position most favorable to you whenever reasonable. Any of your bond issues may be selected for review by the IRS, which may not agree with our positions. Any proposed adjustments are subject to certain rights of appeal. Because of the lack of clarity in the law, we cannot provide assurances that

the positions asserted by the IRS may not ultimately be sustained, which could result in the assessment of potential penalties. You have the ultimate responsibility for your compliance with the arbitrage laws; therefore, you should review the calculations carefully.

The IRS and some states have promulgated "tax shelter" rules that require taxpayers to disclose their participation in "reportable transactions" by attaching a disclosure form to their federal and/or state income tax returns and, when necessary, by filing a copy with the Internal Revenue Service and/or the applicable state agency. These rules impose significant requirements to disclose transactions and such disclosures may encompass many transactions entered into in the normal course of business. Failure to make such disclosures will result in substantial penalties. In addition, an excise tax is imposed on exempt organizations (including state and local governments) that are a party to prohibited tax shelter transactions (which are defined using the reportable transaction rules). Client is responsible for ensuring that it has properly disclosed all "reportable transactions" and, where applicable, complied with the excise tax provision. The LLS Tax services that are the subject of this Engagement Letter do not include any undertaking by LLS Tax to identify any reportable transactions that have not been the subject of a prior consultation between LLS Tax and Client. Such services, if desired by Client, will be the subject of a separate engagement letter. LLS Tax may also be required to report to the IRS or certain state tax authorities certain tax services or transactions as well as Client's participation therein. The determination of whether, when and to what extent LLS Tax complies with its federal or state "tax shelter" reporting requirements will be made exclusively by LLS Tax. LLS Tax will not be liable for any penalties resulting from Client's failure to accurately and timely file any required disclosure or pay any related excise tax nor will LLS Tax be held responsible for any consequences of its own compliance with its reporting obligations. Please note that any disclosure required by or made pursuant to the tax shelter rules is separate and distinct from any other disclosure that Client might be required to or choose to make with its tax returns (e.g., disclosure on federal Form 8275 or similar state disclosure).

#### PROFESSIONAL FEES AND EXPENSES

Our professional fees for the services listed above for the three annual bond years ending September 13, 2023, September 13, 2024, and September 13, 2025, is \$1,500, which is \$500 each year. We will bill you upon completion of our services. Our invoices are payable upon receipt. Additionally, you may request additional consulting services from us upon occasion; we will bill you for these consulting services at a beforehand agreed upon rate.

Unanticipated factors that could increase our fees beyond the estimate given above include the following (without limitation). Should any of these factors arise we will alert you before additional fees are incurred.

- Investment data provided by you is not in good order or is unusually voluminous.
- Proceeds of bonds have been commingled with amounts not considered gross proceeds of the bonds (if that circumstance has not previously been communicated to us).
- A review or other inquiry by the IRS with respect to an issue of bonds.

The Client (District) has the option to terminate this Agreement within ninety days of providing notice to LLS Tax Solutions Inc. of its intent.

#### ACCEPTANCE

You understand that the arbitrage services, report and IRS forms described above are solely to assist you in meeting your requirements for federal income tax compliance purposes. This Engagement Letter constitutes the entire agreement between Client and LLS Tax with respect to this engagement, supersedes all other oral and written representations, understandings or agreements relating to this engagement, and may not be amended except by the mutual written agreement of the Client and LLS Tax.

Please indicate your acceptance of this agreement by signing in the space provided below and returning a copy of this Engagement Letter to us. Thank you again for this opportunity to work with you.

Very truly yours, LLS Tax Solutions Inc.	AGREED AND ACCEPTED: Gramercy Farms Community Development District		
	Ву:		
By: <u>Linda L. Scott</u>	Print Name		
Linda L. Scott, CPA	Title		
	Date:		

# Tab 7

### FIRST ADDENDUM TO THE CONTRACT FOR PROFESSIONAL TECHNOLOGY SERVICES

This First Addendum to the Contract for Professional Technology Services (this "Addendum"), is made and entered into as of the 29<sup>th</sup> day of November, 2023 (the "Effective Date"), by and between Gramercy Farms Community Development District, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, located in Osceola County, Florida (the "District"), and Rizzetta & Company, Inc., a Florida corporation (the "Consultant").

#### **RECITALS**

**WHEREAS**, the District and Rizzetta Technology Services, LLC. entered into the Contract for Professional Technology Services dated August 22, 2019 (the "**Contract**"), incorporated by reference herein; and

WHEREAS, the District consented to an assignment of the Contract to Rizzetta & Company, Inc. on November 18, 2021; and

**WHEREAS**, the District and the Consultant desire to amend **Exhibit B** - Schedule of Fees of the Fees and Expenses, section of the Contract as further described in this Addendum; and

**WHEREAS**, the District and the Consultant each has the authority to execute this Addendum and to perform its obligations and duties hereunder, and each party has satisfied all conditions precedent to the execution of this Addendum so that this Addendum constitutes a legal and binding obligation of each party hereto.

**NOW, THEREFORE,** based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which is hereby acknowledged, the District and the Consultant agree to the changes to amend **Exhibit B** - Schedule of Fees attached.

The amended **Exhibit B** - Schedule of Fees are hereby ratified and confirmed. All other terms and conditions of the Contract remain in full force and effect.

**IN WITNESS WHEREOF** the undersigned have executed this Addendum as of the Effective Date.



Therefore, the Consultant and the District each intend to enter this Addendum, understand the terms set forth herein, and hereby agree to those terms.

### **ACCEPTED BY:**

RIZZETTA & COMPANY, INC.			
BY:			
PRINTED NAME:	William J. Rizzetta		
TITLE:	President		
DATE:			
GRAMERCY FARMS COMMUNITY DEVELOPMENT DISTRICT			
BY:			
PRINTED NAME:			
TITLE:	Chairman/Vice Chairman		
DATE:			
ATTEST:			
	Vice Chairman/Assistant Secretary Board of Supervisors		
	Print Name		



### **EXHIBIT B**Schedule of Fees

**Standard On-Going Services will** be billed in advance monthly pursuant to the following schedule:

			M	ONTHLY
Website Compliance and Manag	jement:		\$	100.00
Email (50 GB per user) at \$20.00	0 per mor	nth per account:		
Board Supervisor Account	0	x \$20.00	\$	00.00
Onsite Staff Account	0	x \$20.00	\$	00.00
Miscellaneous Account	0	x \$20.00	\$	00.00
Total Standard On-Going Serv	ices:		\$_	100.00



# Tab 8

# FIRST ADDENDUM TO THE CONTRACT FOR PROFESSIONAL LANDSCAPE INSPECTION SERVICES

This First Addendum to the Contract for Professional Landscape Inspection Services (this "Addendum"), is made and entered into as of the \_\_\_\_\_\_ day of \_\_\_\_\_\_, 20\_\_\_\_ (the "Effective Date"), by and between Gramercy Farms Community Development District, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, located in Osceola County, Florida (the "District"), and Rizzetta & Company, Inc., a Florida corporation (the "Consultant").

#### **RECITALS**

**WHEREAS**, the District and the Consultant entered into the contract for Professional Landscape Inspection Services dated **October 1, 2018** (the "Contract"), incorporated by reference herein; and

**WHEREAS**, the District and the Consultant desire to amend **Exhibit A** – Schedule of Fees of the Fees and Expenses section of the Contract as further described in this Addendum; and

**WHEREAS**, the District and the Consultant each has the authority to execute this Addendum and to perform its obligations and duties hereunder, and each party has satisfied all conditions precedent to the execution of this Addendum so that this Addendum constitutes a legal and binding obligation of each party hereto.

**NOW, THEREFORE**, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which is hereby acknowledged, the District and the Consultant agree to the changes to amend **EXHIBIT A** – Schedule of Fees attached.

The amended **Exhibit A** – Schedule of Fees are hereby ratified and confirmed. All other terms and conditions of the Contract remain in full force and effect.

**IN WITNESS WHEREOF** the undersigned have executed this Addendum as of the Effective Date.

Therefore, the Consultant and the District each intend to enter this Addendum, understand the terms set forth herein agree to those terms.

ACCEPTED BY:	
	RIZZETTA & COMPANY, INC.
BY:	
PRINTED NAME:	William J. Rizzetta
TITLE:	President
DATE:	
COMMUNITY:	GRAMERCY FARMS COMMUNITY DEVELOPMENT DISTRICT
BY:	
PRINTED NAME:	
TITLE:	
DATE:	

#### **EXHIBIT A**

Schedule of Fees

#### **STANDARD ON-GOING SERVICES:**

Standard On-Going Services will be billed in advance monthly pursuant to the following schedule:

#### **MONTHLY**

\$800

#### **ADDITIONAL AND LITIGATION SUPPORT SERVICES:**

Additional and Litigation Support Services will be billed hourly pursuant to the current hourly rates shown below:

Job Title:	Hourly Rate:
Principal	\$500.00
VP/CFO/COO	\$450.00
Director	\$250.00
Information Technology Manager	\$225.00
Regional District Manager	\$225.00
Financial Services Manager	\$225.00
Accounting Manager	\$225.00
Regional Licensed Community Association Manager	\$200.00
District Manager	\$175.00
Licensed Community Association Manager	\$175.00
Amenity Services Manager	\$175.00
Clubhouse Manager	\$175.00
Senior Helpdesk Support Engineer	\$175.00
Financial Analyst	\$150.00
Division Manager Landscape Inspection Services	\$150.00
Senior Accountant	\$150.00
Collections Manager	\$125.00
Landscape Specialist	\$125.00
Financial Associate	\$125.00
Community Association Coordinator	\$100.00
Staff Accountant	\$100.00
Information Technology	\$100.00
Accounting Clerk	\$85.00
Administrative Assistant	\$85.00