

VillaMar
Community Development District

Agenda

October 7, 2020

AGENDA

VillaMar
Community Development District

219 E. Livingston St., Orlando, Florida 32801

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

September 30, 2020

Board of Supervisors

VillaMar

Community Development District

Dear Board Members:

The regular meeting of the Board of Supervisors of **VillaMar Community Development District** will be held **Wednesday, October 7, 2020 at 9:45 AM** at via **Zoom Teleconference**.

Those wishing to attend the meeting can do so using the information below:

Zoom Video Link: <https://zoom.us/j/95494661508>

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

Meeting ID: 954 9466 1508

Following is the advance agenda for the meeting:

Board of Supervisors Meeting

1. Roll Call
2. Public Comment Period (Speakers will fill out a card and submit it to the District Manager prior to the beginning of the meeting)

¹ Comments will be limited to three (3) minutes

3. Approval of Minutes of the August 12, 2020 Board of Supervisor's Meeting
4. Review and Ranking of Phase 3 Request for Proposals for Construction Services and Authorizing Staff to Issue Notice of Intent to Award (*item to be provided under separate cover*)
5. Consideration of Second Supplemental Engineer's Report
6. Consideration of Supplemental Assessment Methodology (AA2)
7. Consideration of Resolution 2021-01 Delegation Resolution (Series 2020, AA2) (*item to be provided under separate cover*)
8. Consideration of Resolution 2021-02 Supplemental Assessment Resolution (Series 2020, AA2) (*item to be provided under separate cover*)
9. Consideration of Construction Funding Agreement (Phase 3A)
10. Consideration of Temporary Access and Easement Agreement (Phase 3A)
11. Consideration of Engagement Letter with Berger, Toombs, Elam, Gaines & Frank for Fiscal Year 2020 Audit Services
12. Consideration of Engagement Letter with FMS Bonds for Underwriter Services (Series 2020 Bonds)
13. Consideration of Proposal from Hopping, Green & Sams for 2020 Bond Issuance
14. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. Field Manager's Report
 - D. District Manager's Report
 - i. Approval of Check Register
 - ii. Balance Sheet and Income Statement
 - iii. Summary of Series 2019 Requisitions #133 to #138
 - iv. Ratification of QGS Deductive Material CO #37
 - v. Ratification of QGS Proposal/Request CO #7
15. Other Business
16. Supervisors Requests and Audience Comments
17. Adjournment

The second order of business is the Public Comment Period where the public has an opportunity to be heard on propositions coming before the Board as reflected on the agenda, and any other items. Speakers must fill out a Request to Speak form and submit it to the District Manager prior to the beginning of the meeting.

The third order of business is the approval of the minutes of the August 12, 2020 Board of Supervisor's meeting. A copy of the minutes are enclosed for your review.

The fourth order of business is the Review and Ranking of Phase 3 Request for Proposals for Construction Services and Authorizing Staff to Issue Notice of Intent to Award. *This item will be provided under separate cover.*

The fifth order of business is the Consideration of Second Supplemental Engineer's Report. The report is enclosed for your review.

The sixth order of business is the Consideration of Supplemental Assessment Methodology (AA2). A copy of the methodology is included for your review.

The seventh order of business is the Consideration of Resolution 2021-01 Delegation Resolution (Series 2020, AA2). *This item will be provided under separate cover.*

The eighth order of business is the Consideration of Resolution 2021-02 Supplemental Assessment Resolution (Series 2020, AA2). *This item will be provided under separate cover.*

The ninth order of business is the Consideration of Construction Funding Agreement (Phase 3A). A copy of the agreement is enclosed for your review.

The tenth order of business is the Consideration of Temporary Access and Easement Agreement (Phase 3A). A copy of the agreement is enclosed for your review.

The eleventh order of business is the Consideration of Engagement Letter with Berger, Toombs, Elam, Gaines & Frank for Fiscal Year 2020 Audit Services. A copy of the letter is enclosed for your review.

The twelfth order of business is the Consideration of Engagement Letter with FMS Bonds for Underwriter Services (Series 2020 Bonds). A copy of the letter is enclosed for your review.

The thirteenth order of business is the Consideration of Proposal from Hopping, Green & Sams for 2020 Bond Issuance. A copy of the proposal is enclosed for your review.

The fourteenth order of business is Staff Reports. Section C is the Field Manager's Report. Section D is the District Manager's Report. Sub-Section 1 includes the Approval of the Check Register and Sub-Section 2 includes the Balance Sheet and Income Statement for your review. Sub-Section 3 includes a Summary of Series 2019 Requisitions #133 through #138 for your review and ratification. Sub-Section 4 includes QGS Deductive Material CO #37 for your review and ratification. Sub-Section 5 includes QGS Proposal/Request CO #7 for your review and ratification.

The balance of the agenda will be discussed at the meeting. In the meantime, if you should have any questions, please do not hesitate to contact me.

Sincerely,

Jill Burns
District Manager

CC: Roy Van Wyk, District Counsel

Enclosures

MINUTES

**MINUTES OF MEETING
VILLAMAR
COMMUNITY DEVELOPMENT DISTRICT**

The Regular Meeting of the Board of Supervisors of the VillaMar Community Development District was held on Wednesday, **August 12, 2020** at 3:27 p.m. via Zoom Teleconference, pursuant to Executive Order 20-69, issued by Governor DeSantis, as amended and supplemented.

Present and constituting a quorum:

Rennie Heath
Lauren Schwenk
Andrew Rhinehart

Chairman
Vice Chairman
Assistant Secretary

Also, present were:

Jill Burns
Roy Van Wyk
Michelle Rigoni
Clayton Smith
Patrick Marone

District Manager, GMS
Hopping Green & Sams
Hopping Green & Sams
GMS

The following is a summary of the discussions and actions taken at the August 12, 2020 VillaMar Community Development District's Regular Board of Supervisor's Meeting.

FIRST ORDER OF BUSINESS

Roll Call

Ms. Burns called the meeting to order and noted that a quorum was established with three Supervisors present. The meeting was held via Zoom call.

SECOND ORDER OF BUSINESS

Public Comment Period

Ms. Burns stated there were no members of the public present via Zoom.

THIRD ORDER OF BUSINESS

**Approval of Minutes of the June 10, 2020
Board of Supervisor’s Meeting**

Ms. Burns presented the June 10, 2020 meeting minutes and asked for any comments, changes, or corrections. The Board had no changes.

On MOTION by Mr. Heath, seconded by Mr. Rhinehart, with all in favor, the Minutes of the June 10, 2020 Board of Supervisors Meeting, were approved.

FOURTH ORDER OF BUSINESS

Public Hearings

A. Public Hearing on the Adoption of the Fiscal Year 2021 Budget

**i. Consideration of Resolution 2020-07 Adoption of the District’s Fiscal Year
2021 Budget and Appropriating Funds**

Ms. Burns asked for a motion to open the public hearing.

On MOTION by Mr. Heath, seconded by Mr. Rhinehart, with all in favor, Opening the Public Hearing, was approved.

Ms. Burns presented Resolution 2020-07 and noted that the budget was attached as Exhibit ‘A’. She noted some changes that were made to the budget due to the updated development timeline. In speaking with Patrick, they now anticipate the amenity to come online later than originally planned when the preliminary budget was approved. The gross per unit for the O&M Assessment for the platted lots is \$692.83. The unplatted gross per unit is \$311.78. Both totals are less than the notice amount that was sent out. Ms. Burns noted the total budget amount was \$304,513.

Ms. Schwenk noted that because of the wetland line, the unplatted units had gone down from 308 to 281. After discussion between Board members and Ms. Burns, Ms. Burns suggested changing the budget amount to \$304,513 and the assessable units that are unplatted to 281, the new gross O&M total would be \$703.55. They noticed \$705.46. The new unplatted gross O&M amount would be \$316.60. The Board had no further changes to the budget.

On MOTION by Mr. Heath, seconded by Mr. Rhinehart, with all in favor, Resolution 2020-07 Adopting the District's Fiscal Year 2021 Budget and Appropriating Funds, was approved, as amended.

Ms. Burns asked for a motion to close the public hearing.

On MOTION by Ms. Schwenk, seconded by Mr. Rhinehart, with all in favor, Closing the Public Hearing, was approved.

B. Public Hearing on the Imposition of Operations and Maintenance Special Assessments

i. Consideration of Resolution 2020-08 Imposing Special Assessments and Certifying an Assessment Roll

Ms. Burns noted that a mailed notice was sent to all landowners within the District and they also published a newspaper ad. She asked for a motion to open the public hearing.

On MOTION by Mr. Heath, seconded by Ms. Schwenk, with all in favor, Opening the Public Hearing, was approved.

Ms. Burns presented Resolution 2020-08 and noted that this will be the first time the District has had an O&M levied. This District was previously under a Developer Funding Agreement. This resolution will levy the O&M Assessment and will also adopt the Assessment Roll. The per unit gross debt amount for the platted lots is \$1,303.76. The Board had no questions on the resolution.

On MOTION by Mr. Heath, seconded by Mr. Rhinehart, with all in favor, Resolution 2020-08 Imposing Special Assessments and Certifying an Assessment Roll, was approved, as amended.

Ms. Burns asked for a motion to close the public hearing.

On MOTION by Mr. Rhinehart, seconded by Mr. Heath, with all in favor, Closing the Public Hearing, was approved.

FIFTH ORDER OF BUSINESS

Consideration of Assignment of Amenity Center Contract

Ms. Burns noted that the developer, Highland Cassidy, LLC, has an agreement with Henkleman Construction, Inc. to construct the Amenity Center. She noted that they will be assigning from Highland Cassidy, LLC to the District. The Board had no question on the assignment.

**Supervisor Brian Walsh joined the meeting at this time.*

On MOTION by Mr. Rhinehart, seconded by Mr. Heath, with all in favor, the Assignment of Amenity Center Contract with Highland Cassidy, LLC., was approved.

SIXTH ORDER OF BUSINESS

Consideration of Resolution 2020-09 Designation of Regular Monthly Meeting Date, Time, and Location for Fiscal Year 2021

Ms. Burns presented the meeting schedule and noted that it contemplates keeping the schedule the same as the current schedule, which is the second Wednesday of each month at 3:15 p.m. The Board had no changes to the meeting schedule.

On MOTION by Mr. Heath, seconded by Mr. Rhinehart, with all in favor, Resolution 2020-09 Designating the Regular Monthly Meeting Date, Time, and Location for Fiscal Year 2021, was approved.

SEVENTH ORDER OF BUSINESS

Ratification of Addendum to Landscaping Contract with Prince & Sons, Inc.

Ms. Burns stated that there was an additional area outside the fence that was not on the original contract. Patrick and Clayton worked to get the contract revised to include that additional area. Ms. Burns noted it added about \$5,000 annually to the contract. The Board had no questions on the contract.

On MOTION by Ms. Schwenk, seconded by Mr. Heath, with all in favor, the Addendum to Landscaping Contract with Prince & Sons, Inc., was ratified.

EIGHTH ORDER OF BUSINESS

**Consideration of Notice of Phase 3 RFP
for Construction Services and Approval
of Evaluation Criteria – ADDED**

Ms. Burns noted that the ad was included in the agenda package. The ad will run on Tuesday and the project manual will be available Tuesday, August 18th at 12:00 p.m. Questions are due Friday, September 4th and the proposals are due Friday, September 18th.

The Board decided to hold the next Board meeting on September 25th at 10:00 a.m. in order to review proposals.

On MOTION by Mr. Heath, seconded by Ms. Schwenk, with all in favor, the Notice of Phase 3 RFP for Construction and Evaluation Criteria, was approved.

NINTH ORDER OF BUSINESS

Staff Reports

A. Attorney

Mr. Van Wyk noted that the Boundary Amendment was filed, and they are working to coordinate with the city for the hearing.

B. Engineer

There being none, the next item followed.

C. Field Manager's Report

Mr. Smith presented the field manager's report. He noted that they are continuing to do regular drive throughs and regular meetings with contractors. They are working with the landscaper to add areas for maintenance as they come on. Mr. Smith stated that he will continue to monitor all CDD areas for damage due to construction or anything else. The Board had no questions for Clayton.

D. District Manager's Report

i. Approval of Check Register

Ms. Burns presented the check register from April 17th to August 4th totaling \$32,095.06.

On MOTION by Mr. Heath, seconded by Mr. Rhinehart, with all in favor, the Check Register totaling \$32,095.06, was approved.

ii. Balance Sheet and Income Statement

Ms. Burns presented the financials to the board. No action was required to be taken.

iii. Ratification of Summary of Series 2019 Requisitions #110 to #118; #120 to #125; and #127 to #132

Ms. Burns noted that Requisitions #110 through #118, #120 through #125, and #127 through #132 had already been approved by the Engineer and Chair and needed to be ratified by the Board.

On MOTION by Mr. Heath, seconded by Mr. Schwenk, with all in favor, Series 2019 Requisitions #110 through #118, #120 through #125, and #127 through #132, were ratified.

iv. Ratification of QGS CO #36

Ms. Burns noted that this had already been approved by the Chair, and just needed to be ratified by the Board.

On MOTION by Mr. Heath, seconded by Mr. Rhinehart, with all in favor, the QGS CO #36, was ratified.

TENTH ORDER OF BUSINESS

Other Business

There being the none, the next item followed.

ELEVENTH ORDER OF BUSINESS

Supervisors Requests and Audience Comments

There being the none, the next item followed.

TWELTH ORDER OF BUSINESS

Adjournment

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

Secretary/Assistant Secretary

Chairman/Vice Chairman

SECTION IV

*Item will be
provided under
separate cover.*

SECTION V

VILLAMAR
COMMUNITY DEVELOPMENT DISTRICT

*SECOND SUPPLEMENTAL ENGINEER'S REPORT
FOR CAPITAL IMPROVEMENTS*

PREPARED FOR:

BOARD OF

SUPERVISORS

VILLAMAR

COMMUNITY DEVELOPMENT DISTRICT

PREPARED BY:



1925 Bartow Road • Lakeland, FL 33801 • 863-940-2040

September 28, 2020

**VILLAMAR
COMMUNITY DEVELOPMENT DISTRICT**

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EXHIBIT 9 – MASTER SITE PLAN

EXHIBIT 10 – ASSESSMENT AREA 2 LEGAL DESCRIPTION

**VILLAMAR CDD
SECOND SUPPLEMENTAL ENGINEER'S REPORT**

I. PURPOSE

The purpose of this report is to amend the Engineer's Report for the Villamar CDD. The Supplemental Engineer's Report dated March 20, 2019 had the project being constructed in two phases. Phase 1 remains unchanged, but Phase 2 has changed to two phases. The total phases in the District has changed to three phases. Included in this Second Supplemental Engineer's Report for Capital Improvements is an amendment to Exhibit 7 (Summary of Probable Cost), Exhibit 9 (Master Site Plan), and Exhibit 10 (Assessment Area 2 Legal Description).

II. EXHIBIT 7 (SUMMARY OF PROBABLE COST)

The cost projections for the phases were adjusted to reflect three phases of construction.

III. EXHIBIT 9 (MASTER SITE PLAN)

The overall layout was revised to show the construction of the Development in three phases.

IV. EXHIBIT 10 (ASSESSMENT AREA A LEGAL DESCRIPTION)

A legal description has been provided for Assessment Area 2 (Phase 2 -200 Lots).

Exhibit 7
Villamar Community Development District
Summary of Probable Cost

<u>Number of Lots</u>	<u>334</u>	<u>200</u>	<u>108</u>	<u>642</u>
<u>Infrastructure</u> ⁽¹⁾⁽⁹⁾	<u>Phase 1</u> <u>2019-2020</u>	<u>Phase 2</u> <u>2020-2022</u>	<u>Phase 3</u> <u>2020-2022</u>	<u>Total</u>
Offsite Improvements ⁽⁵⁾⁽⁶⁾	\$ 340,000	\$ 205,000	\$ 105,000	\$ 650,000
Stormwater Management ⁽²⁾⁽³⁾⁽⁵⁾⁽⁶⁾	\$ 4,170,000	\$ 2,830,000	\$ 1,250,000	\$ 8,250,000
Utilities (Water, Sewer, & Street Lighting) ⁽⁵⁾⁽⁶⁾⁽⁸⁾	\$ 2,000,000	\$ 1,470,000	\$ 528,000	\$ 3,998,000
Roadway ⁽⁴⁾⁽⁵⁾⁽⁶⁾	\$ 1,500,000	\$ 900,000	\$ 405,000	\$ 2,805,000
Entry Feature & Signage ⁽⁶⁾⁽⁷⁾	\$ 105,000	\$ 62,000	\$ 33,000	\$ 200,000
Parks and Recreation Facilities ⁽¹⁾⁽⁶⁾	\$ 420,000	\$ 250,000	\$ 130,000	\$ 800,000
Contingency	\$ 420,000	\$ 250,000	\$ 140,000	\$ 810,000
TOTAL	\$ 8,955,000	\$ 5,967,000	\$ 2,591,000	\$ 17,513,000

Notes:

1. Infrastructure consists of public roadway improvements, Stormwater management facilities, master sanitary sewer lift station and utilities, entry feature, landscaping and signage, and parks and recreational facilities.
2. Excludes grading of each lot both for initial pad construction and in conjunction with home construction, which will be provided by the home builder.
3. Includes Stormwater pond excavation. Costs do not include transportation to or placement of fill on private property.
4. Includes sub-grade, base, asphalt paving, curbing, and civil/site engineering of public roads.
5. Includes subdivision infrastructure and civil/site engineering.
6. Estimates are based on 2020 cost.
7. Includes entry features, signage, hardscape, landscape, irrigation and fencing.
8. CDD will enter into a Lighting Agreement with Tampa Electric for the street light poles and lighting service. Only undergrounding of wires in public right-of-way and on District land is included.
9. Estimates based on Master Infrastructure to support development of 642 lots.

EXHIBIT 10 -LEGAL DESCRIPTION
VILLAMAR CDD ASSESSMENT AREA 2
(VILLAMAR PHASE 3A – 200 LOTS)

A PARCEL OF LAND BEING A PORTION OF SECTIONS 22 & 23, TOWNSHIP 29 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 23, ALSO BEING A POINT ON THE NORTH RIGHT-OF-WAY LINE OF CHERRY BLOSSOM LANE OF SUNDANCE RANCH ESTATES, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 77, PAGE 28, PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE NORTH 89°40'31" WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, 19.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF SAID CHERRY BLOSSOM LANE; THENCE SOUTH 00°05'12" EAST, ALONG SAID WEST RIGHT-OF-WAY LINE, 678.40 FEET TO THE NORTHEAST CORNER OF LOT 13 OF SAID SUNDANCE RANCH ESTATES; THENCE SOUTH 89°54'40" WEST, ALONG THE NORTH LINE OF SAID LOT 13, ALSO BEING THE NORTHERLY LINE OF SUNDANCE RANCH ESTATES PHASE TWO, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 80, PAGE 47, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, 1303.55 FEET TO THE **POINT OF BEGINNING**; THENCE ALONG SAID NORTHERLY LINE THE FOLLOWING FIVE (5) COURSES: (1) SOUTH 30°18'12" WEST, 131.90 FEET; (2) THENCE SOUTH 00°02'26" EAST, 164.33 FEET TO A POINT HEREBY **DESIGNATED POINT "A"** TO BE USED HEREINAFTER; 3) CONTINUING SOUTH 00°02'26" EAST, 432.71 FEET; (4) THENCE SOUTH 89°50'17" WEST, 1447.86 FEET; (5) THENCE SOUTH 52°57'56" WEST, 162.90 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF THE CSX TRANSPORTATION RAILROAD RIGHT-OF-WAY, ACCORDING TO THE MAP THEREOF RECORDED IN MAP V5 FLA L-27-17, PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE NORTH 37°02'21" WEST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, 1685.34 FEET TO THE WEST LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 22; THENCE NORTH 00°36'31" WEST, ALONG SAID WEST LINE, 140.09 FEET TO THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 22; THENCE SOUTH 89°42'34" EAST, ALONG SAID NORTH LINE, 1338.57 FEET TO THE NORTHEAST CORNER OF SAID SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 22; THENCE NORTH 89°43'36" EAST, ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 23, A DISTANCE OF 935.14 FEET; THENCE SOUTH 00°26'50" EAST, 216.14 FEET; THENCE NORTH 89°21'46" EAST, 105.87 FEET; THENCE SOUTH 00°36'01" EAST, 350.21 FEET; THENCE NORTH 89°23'59" EAST, 63.26 FEET; THENCE SOUTH 00°33'24" EAST, 105.76 FEET; THENCE NORTH 89°54'40" EAST, 211.52 FEET TO THE **POINT OF BEGINNING**.

LESS AND EXCEPT

BEGIN AT ABOVE PREVIOUSLY DESIGNATED POINT "A", AND RUN THENCE ALONG THE NORTHERLY LINE OF SAID SUNDANCE RANCH ESTATES PHASE 2 THE FOLLOWING TWO (2) COURSES: 1) SOUTH 00°02'26" EAST, 432.71 FEET; THENCE 2) SOUTH 89°50'17" WEST, 1330.47 FEET; THENCE DEPARTING SAID NORTHERLY, NORTH 00°36'01" WEST, 176.51 FEET; THENCE THE SOUTH 89°23'59" WEST, 5.00 FEET TO A POINT OF CURVE CONCAVE NORTHERLY; THENCE

NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/DELTA OF $90^{\circ}00'00''$, A CHORD BEARING OF NORTH $45^{\circ}36'01''$ WEST, A CHORD DISTANCE OF 35.36 FEET, FOR AN ARC LENGTH OF 39.27 FEET; THENCE NORTH $00^{\circ}36'01''$ WEST, 90.00 FEET; THENCE NORTH $89^{\circ}23'59''$ EAST, 535.00 FEET; THENCE NORTH $00^{\circ}36'01''$ WEST, 115.00 FEET; THENCE NORTH $89^{\circ}23'59''$ EAST, 630.00 FEET TO A POINT OF CURVE CONCAVE SOUTHERLY; THENCE SOUTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/DELTA OF $90^{\circ}00'00''$, A CHORD BEARING OF SOUTH $45^{\circ}36'01''$ EAST, A CHORD DISTANCE OF 35.36 FEET, FOR AN ARC LENGTH OF 39.27 FEET; THENCE NORTH $89^{\circ}23'59''$ EAST, 40.00 FEET; THENCE NORTH $00^{\circ}36'01''$ WEST, 40.99 FEET; THENCE NORTH $89^{\circ}23'59''$ EAST, 134.66 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 54.15 ACRES MORE OR LESS.

SECTION VI

**SUPPLEMENTAL
ASSESSMENT METHODOLOGY (ASSESSMENT AREA TWO)**

FOR

**VILLAMAR
COMMUNITY DEVELOPMENT DISTRICT**

Date: October 7, 2020

Prepared by

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

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

1.0 Introduction

The Villamar Community Development District (the “District”) is a local unit of special-purpose government organized and existing under Chapter 190, Florida Statutes as amended. The District anticipates the issuance at this time of not to exceed \$4,325,000 of tax exempt bonds in one or more series (the “Bonds”) for the purpose of financing certain “Phase 2 (Two)” infrastructure improvements (“Assessment Area Two Project”) within Phase 2 of the District more specifically described in Exhibit 7 (“Phase 2”) of the Second Supplemental Engineer’s Report dated September 28, 2020 prepared by Wood & Associates Engineering, LLC , as may be amended and supplemented from time to time (the “Engineer’s Report”). The District anticipates the construction of all or a portion of the Capital Improvements or Capital Improvement Plan (“Capital Improvements”) that benefit property owners within the District.

1.1 Purpose

This Supplemental Assessment Methodology (the “Supplemental Report”) supplements the Master Assessment Methodology, dated December 5, 2018 (“Master Report” and together with the Supplemental Report, the “Assessment Report”). The Assessment Report provides for an assessment methodology that allocates the debt to be incurred by the District to benefiting properties within Assessment Area 2 of the District. This Supplemental Report allocates the debt to properties based on the special benefits each receives from the Assessment Area Two Project. This Assessment Report may be supplemented with one or more supplemental methodology reports to reflect the actual terms and conditions at the time of the issuance of each series of Bonds issued to finance all or a portion of the Assessment Area Two Project. This Assessment Report is designed to conform to the requirements of Chapters 190 and 170, Florida Statutes, with respect to special assessments and is consistent with our understanding of case law on this subject.

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

1.2 Background

The District currently includes approximately 153.65 acres within Winter Haven Florida, Florida. Assessment Area Two comprises 54.15 acres. The development program for Assessment Area Two of the District currently envisions approximately 200 residential units. The proposed development program is depicted in Table 1. It is recognized that such development plan may change, and this Assessment Report will be modified or supplemented accordingly.

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

The assessment methodology is a four-step process.

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

1.3 Special Benefits and General Benefits

Capital Improvements undertaken by the District create special and peculiar benefits to the property, different in kind and degree, for properties within its borders as well as general benefits to the public at large. However, as discussed within this Supplemental Assessment Report, these general benefits are incidental in nature and are readily distinguishable from the special and peculiar benefits, which accrue to property within Assessment Area Two of the District. The implementation of the Assessment Area One Project enables properties within Assessment Area Two boundaries of the District to be developed. Without the District's Assessment Area Two Project, there would be no infrastructure to support development of land within Assessment Area Two of the District. Without these improvements, development of the property within Assessment Area Two of the District would be prohibited by law.

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

1.4 Requirements of a Valid Assessment Methodology

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

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

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

1.5 Special Benefits Will Equal or Exceed the Costs Allocated

The special benefits provided to the property within Assessment Area Two of the District will be equal to or greater than the costs associated with providing these benefits. The District Engineer estimates that the District's Assessment Area Two Project that is necessary to support full development of property within Phase Two of the District will cost approximately \$5,967,000. The District's Underwriter projects that financing costs required to fund a portion of the Assessment Area Two Project costs, the cost of issuance of the Bonds, the funding of a debt service reserve account and capitalized interest, will be approximately \$4,325,000. Developer is expected to complete the balance of the Assessment Area Two Project. Without the Assessment Area Two Project, the property within Assessment Area Two of the District would not be able to be developed and occupied by future residents of the community.

2.0 Assessment Methodology

2.1 Overview

The District anticipates issuing approximately \$4,325,000 in Bonds in one or more series to fund a portion of the District's Assessment Area Two Project, provide for capitalized interest, a debt service reserve account and pay cost of issuance. It is the purpose of this Supplemental Report to allocate the \$4,325,000 in debt to the properties within Assessment Area Two of the District benefiting from the Assessment Area Two Project. This report will be supplemented to reflect actual bond terms.

Table 1 identifies the land uses and lot sizes in the development as identified by the Developer within Assessment Area Two of the District. The District has commissioned an Engineer's Report that includes estimated construction costs for the Assessment Area Two Project needed to support the development; these construction costs are outlined in Table 2. The Assessment Area Two Project needed to support the development are described in detail in the Engineer's Report and are estimated to cost

\$5,967,000. Based on the estimated costs, the size of the Bond issue under current market conditions needed to generate funds to pay for a portion of the Assessment Area Two Project and related costs was determined by the District's Underwriter to total approximately \$4,325,000. Table 3 shows the breakdown of the Bond sizing.

2.2 Allocation of Debt

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

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

Once platting or the recording of a declaration of condominium of any portion of Assessment Area Two of the District into individual lots or units ("Assigned Properties") has begun, the Special Assessments will be levied to the Assigned Properties based on the benefits they receive, on a first platted, first assigned basis. The "Unassigned Properties" defined as property that has not been platted or subjected to a declaration of condominium, will continue to be assessed on a per acre basis. Eventually the development plan will be completed and the debt relating to the Bonds will be allocated to the assigned properties within the District, which are the beneficiaries of the Assessment Area Two Project, as depicted in Table 5 and Table 6. If there are changes to development plan, a true up of the assessment will be calculated to determine if a debt reduction or true-up payment from the Developer is required. The process is outlined in Section 3.0.

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

2.3 Allocation of Benefit

The Assessment Area Two Project consists of offsite improvements, stormwater management facilities, utility facilities, roadways, entry features, and park and amenity features and professional fees along with related incidental costs. There is one product type within the planned development. The single-family home has been set as the base unit and has been assigned one equivalent residential unit ("ERU"). Table 4 shows the allocation of benefit to the particular product type. It is important to note

that the benefit derived from the Phase Two Capital Improvements on a particular unit will exceed the cost that the unit will be paying for such benefits.

2.4 Lienability Test: Special and Peculiar Benefit to the Property

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

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

For the provision of the Assessment Area Two Project, the special and peculiar benefits are:

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

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

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

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

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

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

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

3.0 True Up Mechanism

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

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

4.0 Assessment Roll

The District will initially distribute the Special Assessments across the property within Assessment Area Two of the District boundaries on a gross acreage basis. As Assigned Properties become known with certainty, the District will refine its allocation of debt from a per acre basis to a per unit basis as shown in Table 6. If the land use plan or product type changes, then the District will update Table 6 to reflect the changes as

part of the foregoing true-up process. As a result, the assessment liens are not finalized with certainty on any acre of land in the District prior to the time final Assigned Properties become known. The preliminary assessment roll is attached as Table 7.

TABLE 1
VILLAMAR COMMUNITY DEVELOPMENT DISTRICT
DEVELOPMENT PROGRAM
SUPPLEMENTAL ASSESSMENT METHODOLOGY FOR ASSESSMENT AREA TWO

Land Use	Total Assessible Units	ERUs per Unit (1)	Total ERUs
Single Family	200	1.00	200
Total Units	200		200

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

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

**TABLE 2
VILLAMAR COMMUNITY DEVELOPMENT DISTRICT
CAPITAL IMPROVEMENT PLAN COST ESTIMATES
SUPPLEMENTAL ASSESSMENT METHODOLOGY FOR ASSESSMENT AREA TWO**

Assessment Area Two Project ("CIP") (1)	Cost Estimate
Offsite Improvements	\$ 205,000
Stormwater Management	\$ 2,830,000
Utilities (Water, Sewer, & Street Lighting)	\$ 1,470,000
Roadway	\$ 900,000
Entry Feature & Signage	\$ 62,000
Parks and Recreation Facilities	\$ 250,000
Contingencies	\$ 250,000
	\$ 5,967,000

(1) A detailed description of these improvements is provided in the Second Supplemental Engineer's Report for Capital Improvements dated September 28, 2020.

Prepared by: Governmental Management Services - Central Florida, LLC

TABLE 3
VILLAMAR COMMUNITY DEVELOPMENT DISTRICT
BOND SIZING
SUPPLEMENTAL ASSESSMENT METHODOLOGY FOR ASSESSMENT AREA TWO

Description	Total
Construction Funds	\$ 3,615,500
Debt Service Reserve	\$ 250,000
Capitalized Interest	\$ 173,000
Underwriters Discount	\$ 86,500
Cost of Issuance	\$ 200,000
Par Amount	\$ 4,325,000

Bond Assumptions:

Average Coupon Rate	4.00%
Amortization	30 years
Capitalized Interest	12 months
Debt Service Reserve	Max Annual
Underwriters Discount	2%

Prepared by: Governmental Management Services - Central Florida, LLC

**TABLE 4
 VILLAMAR COMMUNITY DEVELOPMENT DISTRICT
 ALLOCATION OF IMPROVEMENT COSTS
 SUPPLEMENTAL ASSESSMENT METHODOLOGY FOR ASSESSMENT AREA TWO**

Land Use	No. of Units *	ERU Factor	Total ERUs	% of Total ERUs	Total Improvements Costs Per Product Type	Improvement Costs Per Unit
Single Family	200	1.00	200	100.00%	\$ 5,967,000	\$ 29,835
Totals	200		200		\$ 5,967,000	

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

Prepared by: Governmental Management Services - Central Florida, LLC

**TABLE 5
 VILLAMAR COMMUNITY DEVELOPMENT DISTRICT
 ALLOCATION OF TOTAL PAR DEBT TO EACH PRODUCT TYPE
 SUPPLEMENTAL ASSESSMENT METHODOLOGY FOR ASSESSMENT AREA TWO**

Land Use	No. of Units *	Total Improvements		Allocation of Par		Par Debt Per Unit
		Costs Per Product Type	Type	Debt Per Product Type	Type	
Single Family	200	\$ 5,967,000	\$	4,325,000	\$	21,625
Totals	200	\$ 5,967,000	\$	4,325,000	\$	

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

TABLE 6
VILLAMAR COMMUNITY DEVELOPMENT DISTRICT
PAR DEBT AND ANNUAL ASSESSMENTS FOR EACH PRODUCT TYPE
SUPPLEMENTAL ASSESSMENT METHODOLOGY FOR ASSESSMENT AREA TWO

Land Use	No. of Units *	Allocation of Par Debt Per Product Type	Total Par Debt Per Unit	Maximum Annual Debt Service	Net Annual Debt Assessment Per Unit	Gross Annual Debt Assessment Per Unit (1)
Single Family	200	\$ 4,325,000	\$ 21,625	\$ 250,000	\$ 1,250	\$ 1,344
Totals	200	\$ 4,325,000	\$	\$ 250,000		

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

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

TABLE 7
VILLAMAR COMMUNITY DEVELOPMENT DISTRICT
PRELIMINARY ASSESSMENT ROLL
SUPPLEMENTAL ASSESSMENT METHODOLOGY FOR ASSESSMENT AREA TWO

Owner	Property ID #'s*	Acres	Total Par Debt Allocation Per Acre	Total Par Debt Allocated	Net Annual Debt Assessment Allocation	Gross Annual Debt Assessment Allocation (1)
Paint Creek, LLC	See Legal Description	54.15	\$79,871	\$ 4,325,000	\$ 250,000	\$ 265,000
Totals		54.15	\$ 79,871	\$ 4,325,000	\$ 250,000	\$ 265,000

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

Annual Assessment Periods	30
Projected Bond Rate (%)	4.00%
Maximum Annual Debt Service	\$250,000

* - See Metes and Bounds, attached as Exhibit A

** - Entire Parcel is 60.93 acres, but it is split between Phase 1 and 2. This is portion in Phase 1.

Prepared by: Governmental Management Services - Central Florida, LLC

EXHIBIT 10 -LEGAL DESCRIPTION
VILLAMAR CDD ASSESSMENT AREA 2
(VILLAMAR PHASE 3A – 200 LOTS)

A PARCEL OF LAND BEING A PORTION OF SECTIONS 22 & 23, TOWNSHIP 29 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 23, ALSO BEING A POINT ON THE NORTH RIGHT-OF-WAY LINE OF CHERRY BLOSSOM LANE OF SUNDANCE RANCH ESTATES, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 77, PAGE 28, PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE NORTH 89°40'31" WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, 19.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF SAID CHERRY BLOSSOM LANE; THENCE SOUTH 00°05'12" EAST, ALONG SAID WEST RIGHT-OF-WAY LINE, 678.40 FEET TO THE NORTHEAST CORNER OF LOT 13 OF SAID SUNDANCE RANCH ESTATES; THENCE SOUTH 89°54'40" WEST, ALONG THE NORTH LINE OF SAID LOT 13, ALSO BEING THE NORTHERLY LINE OF SUNDANCE RANCH ESTATES PHASE TWO, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 80, PAGE 47, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, 1303.55 FEET TO THE **POINT OF BEGINNING**; THENCE ALONG SAID NORTHERLY LINE THE FOLLOWING FIVE (5) COURSES: (1) SOUTH 30°18'12" WEST, 131.90 FEET; (2) THENCE SOUTH 00°02'26" EAST, 164.33 FEET TO A POINT HEREBY **DESIGNATED POINT "A"** TO BE USED HEREINAFTER; 3) CONTINUING SOUTH 00°02'26" EAST, 432.71 FEET; (4) THENCE SOUTH 89°50'17" WEST, 1447.86 FEET; (5) THENCE SOUTH 52°57'56" WEST, 162.90 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF THE CSX TRANSPORTATION RAILROAD RIGHT-OF-WAY, ACCORDING TO THE MAP THEREOF RECORDED IN MAP V5 FLA L-27-17, PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE NORTH 37°02'21" WEST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, 1685.34 FEET TO THE WEST LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 22; THENCE NORTH 00°36'31" WEST, ALONG SAID WEST LINE, 140.09 FEET TO THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 22; THENCE SOUTH 89°42'34" EAST, ALONG SAID NORTH LINE, 1338.57 FEET TO THE NORTHEAST CORNER OF SAID SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 22; THENCE NORTH 89°43'36" EAST, ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 23, A DISTANCE OF 935.14 FEET; THENCE SOUTH 00°26'50" EAST, 216.14 FEET; THENCE NORTH 89°21'46" EAST, 105.87 FEET; THENCE SOUTH 00°36'01" EAST, 350.21 FEET; THENCE NORTH 89°23'59" EAST, 63.26 FEET; THENCE SOUTH 00°33'24" EAST, 105.76 FEET; THENCE NORTH 89°54'40" EAST, 211.52 FEET TO THE **POINT OF BEGINNING**.

LESS AND EXCEPT

BEGIN AT ABOVE PREVIOUSLY DESIGNATED POINT "A", AND RUN THENCE ALONG THE NORTHERLY LINE OF SAID SUNDANCE RANCH ESTATES PHASE 2 THE FOLLOWING TWO (2) COURSES: 1) SOUTH 00°02'26" EAST, 432.71 FEET; THENCE 2) SOUTH 89°50'17" WEST, 1330.47 FEET; THENCE DEPARTING SAID NORTHERLY, NORTH 00°36'01" WEST, 176.51 FEET; THENCE THE SOUTH 89°23'59" WEST, 5.00 FEET TO A POINT OF CURVE CONCAVE NORTHERLY; THENCE

NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/Delta OF 90°00'00", A CHORD BEARING OF NORTH 45°36'01" WEST, A CHORD DISTANCE OF 35.36 FEET, FOR AN ARC LENGTH OF 39.27 FEET; THENCE NORTH 00°36'01" WEST, 90.00 FEET; THENCE NORTH 89°23'59" EAST, 535.00 FEET; THENCE NORTH 00°36'01" WEST, 115.00 FEET; THENCE NORTH 89°23'59" EAST, 630.00 FEET TO A POINT OF CURVE CONCAVE SOUTHERLY; THENCE SOUTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/Delta OF 90°00'00", A CHORD BEARING OF SOUTH 45°36'01" EAST, A CHORD DISTANCE OF 35.36 FEET, FOR AN ARC LENGTH OF 39.27 FEET; THENCE NORTH 89°23'59" EAST, 40.00 FEET; THENCE NORTH 00°36'01" WEST, 40.99 FEET; THENCE NORTH 89°23'59" EAST, 134.66 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 54.15 ACRES MORE OR LESS.

SECTION VII

*Item will be
provided under
separate cover.*

SECTION VIII

*Item will be
provided under
separate cover.*

SECTION IX

**CONSTRUCTION FUNDING AGREEMENT BETWEEN
VILLAMAR COMMUNITY DEVELOPMENT
DISTRICT AND PAINT CREEK, L.L.C. (PHASE 3A)**

THIS AGREEMENT (“Agreement”) is made and entered into this 7th day of October 2020, by and between:

VILLAMAR COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in the City of Winter Haven, Florida, with a mailing address of 219 East Livingston Street, Orlando, Florida 32801 (the “District”), and

PAINT CREEK, L.L.C., a Florida limited liability company, an owner of certain lands within the District, with a mailing address 7760 Thompson Nursery Road, Winter Haven, Florida 33884, and its successors and assigns (“Developer”)

RECITALS

WHEREAS, the District was established by an ordinance adopted by the City Commission of the City of Winter Haven, Florida (“City”), pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended (the “Act”), and is validly existing under the Constitution and laws of the State of Florida; and

WHEREAS, the Developer is the owner and/or developer of certain undeveloped lands located within the boundaries of the District known as Phase 3A (hereinafter the "Development") upon which the District's improvements have been or will be made; and

WHEREAS, the District, pursuant to Chapter 190, *Florida Statutes*, is authorized to levy such taxes, special assessments, fees, and other charges as may be necessary in furtherance of the District's activities and services; and

WHEREAS, the District is anticipated to be without sufficient funds available to provide for the construction of anticipated master improvements and facilities within the Development, which are described in the *Engineer’s Report for Capital Improvements*, dated January 3, 2019, as supplemented by the *Second Supplemental Engineer’s Report for Capital Improvements*, adopted by the District on October 7, 2020, and attached hereto as **Composite Exhibit A** including construction and any design, engineering, legal, or other construction, professional, or administrative costs (collectively, the “Improvements”); and

WHEREAS, in order to induce the District to proceed at this time with the construction of the necessary or desired improvements, the Developer desires to provide the funds necessary to enable the District to proceed with such improvements if and when the District exhausts the funds on deposit in the construction account; and

WHEREAS, the District anticipates accessing the public bond market in the future to obtain financing for the construction of the Improvements as described in **Exhibit A**, and the parties agree

that, in the event that bonds are issued, the funds provided under this Agreement will be reimbursable from those bonds.

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

1. RECITALS. The recitals stated above are true and correct and by this reference are incorporated herein and form a material part of this Agreement.

2. FUNDING. Developer agrees to make available to the District such monies as are necessary to enable the District to proceed with the design, engineering, and construction of the infrastructure improvements. Developer will make such funds available on a monthly basis, within fifteen (15) days of a written request by the District. The funds shall be placed in the District's construction account with such depository as determined by the District.

3. REPAYMENT. The parties agree that the funds provided by Developer pursuant to this Agreement will be properly reimbursable from proceeds of the District's issuance of tax-exempt bonds. Within forty-five (45) days of receipt from time to time of sufficient funds by the District for the financing of some or all of the Improvements, the District shall reimburse Developer until full reimbursement is made or until all funds generated by the anticipated financing are exhausted, exclusive of interest, for the funds advanced under Section 2 above; provided, however, that in the event bond counsel engaged in connection with the District's issuance of bonds providing such financing determines that any such monies advanced or expenses incurred are not properly reimbursable for any reason, including, but not limited to federal tax restrictions imposed on tax-exempt financing, the District shall not be obligated to reimburse such monies advanced or expenses incurred. If the District does not or cannot issue bonds to provide the funds for the Improvements within five (5) years of the date of this Agreement, and, thus does not reimburse the Developer for the funds advanced, then the parties agree that such funds shall be deemed paid in lieu of taxes, fees, or assessments which might be levied or imposed by the District.

4. DEFAULT. A default by either party to this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages, injunctive relief and/or specific performance, but shall exclude, in any event, consequential, incidental, special or punitive damages.

5. ENFORCEMENT OF AGREEMENT. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

6. AGREEMENT. This Agreement shall constitute the final and complete expression of the agreement between the parties relating to the specific subject matter of this Agreement.

7. **AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.

8. **AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all of the requirements of law, and each party has full power and authority to comply with the terms and provisions of this Agreement.

9. **NOTICES.** All notices, requests, consents and other communications hereunder ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

A. If to District: VillaMar Community Development District
219 East Livingston Street
Orlando, Florida 32801
Attn: District Manager

With a copy to: Hopping Green & Sams, P.A.
119 S. Monroe Street, Suite 300
Tallahassee, Florida 32301
Attn: District Counsel

B. If to Developer: Paint Creek, L.L.C.
7760 Thompson Nursery Road
Winter Haven, Florida 33884
Attn: Lauren Schwenk

With a copy to: Straughn & Turner P.A.
255 Magnolia Avenue, S.W.
Winter Haven, Florida 33883
Attn: Richard Straughn

Except as otherwise provided herein, any Notice shall be deemed received only upon actual delivery at the address set forth herein. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the parties may deliver Notice on behalf of the party he/she represents. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

10. **THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or

for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

11. ASSIGNMENT. Neither party may assign this Agreement or any monies to become due hereunder without the prior written approval of the other party.

12. CONTROLLING LAW. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.

13. EFFECTIVE DATE. The Agreement shall be effective after execution by all parties hereto and shall remain in effect unless terminated by any of the parties hereto.

14. PUBLIC RECORDS. Developer understands and agrees that all documents of any kind provided to the District or to District staff in connection with the work contemplated under this Agreement are public records and are treated as such in accordance with Florida law and the District's Record Retention Schedule.

15. COUNTERPARTS. This Agreement may be executed in one or more counterparts which, when taken together, shall constitute one and the same instrument.

[Signatures on next page]

IN WITNESS WHEREOF, the parties execute this Agreement to be effective the day and year first written above.

ATTEST:

**VILLAMAR COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Warren K. "Rennie" Heath II
Chairperson, Board of Supervisors

WITNESS:

PAINT CREEK, L.L.C.,
a Florida limited liability company

Print Name: _____

Lauren Oakley Schwenk, Manager

Comp. Exhibit A: *Engineer's Report for Capital Improvements*, dated January 3, 2019, as supplemented by the *Second Supplemental Engineer's Report for Capital Improvements*, adopted by the District on October 7, 2020

**VILLAMAR
COMMUNITY DEVELOPMENT DISTRICT**

**ENGINEER'S REPORT
FOR CAPITAL IMPROVEMENTS**

Prepared for:

**BOARD OF SUPERVISORS
VILLAMAR
COMMUNITY DEVELOPMENT DISTRICT**

Prepared by:

**DENNIS WOOD ENGINEERING, LLC
1925 BARTOW ROAD
LAKELAND, FL 33801
PH: 863-940-2040**

January 3, 2019

**VILLAMAR
COMMUNITY DEVELOPMENT DISTRICT**

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EXHIBIT 1- Location Map

EXHIBIT 2- Legal Description

EXHIBIT 3- District Boundary Map

EXHIBIT 4- Zoning Map

EXHIBIT 5- Future Land Use Map

EXHIBIT 6- Utility Location Map & Drainage Flow Pattern Map

EXHIBIT 7- Summary of Opinion of Probable Costs

EXHIBIT 8- Summary of Proposed District Facilities

EXHIBIT 9 – Proposed Site Plan

**ENGINEER'S REPORT
VILLAMAR
COMMUNITY DEVELOPMENT DISTRICT**

I. INTRODUCTION

The Villamar Community Development District (the "District") is west of CR 653 and south of Eloise Loop Road in Winter Haven (the "City"), Polk County, (the "County"), Florida. The District currently contains approximately 153.65 acres, and is expected to consist of 642 single family lots, recreation / amenity areas, parks, and associated infrastructure.

The CDD was established under City Ordinance No. 0-18-70 which was approved by the City Commission on November 26, 2018. The District will own and operate the public roadways and stormwater management facilities, as well as the landscape, irrigation, signage, and recreational facilities within the development.

Public improvements and facilities financed, acquired, and/or constructed by the District will be designed and constructed to conform to regulatory criteria from the City, the County, Southwest Florida Water Management District (SWFWMD), and other applicable agencies with regulatory jurisdiction over the development. An overall estimate of probable cost of the public improvements is provided in Exhibit 7 of this report.

This "Capital Improvement Plan" or "Report" reflects the present intentions of the District and the landowners. It should be noted that the location of proposed facilities and improvements may be adjusted during the final design, permitting, and implementation phases. It should also be noted that these modifications are not expected to diminish the benefits received by the property within the District. The District reserves the right to make reasonable adjustments to the development plan to meet applicable regulatory requirements of agencies with jurisdiction over the development, while maintaining comparable level of benefits to the lands served by the improvements. Changes and modifications are expected as changes in regulatory criteria are implemented.

Implementation of any proposed facilities or improvements outlined in this Report requires written approval from the District's Board of Supervisors. Estimated costs outlined in this report are based on best available information, which includes but is not limited to previous experience with similar projects. Actual costs could be different than estimates because final engineering and specific field conditions may affect construction costs.

All roadway improvements including sidewalks in the right-of-way and storm drainage collection systems (from the curb inlets to their connection to the Stormwater ponds) within the development will be maintained by the District. Water distribution, reclaim water, and wastewater collection systems (gravity lines, force mains, and lift stations) will, upon completion, be dedicated to the City for ownership and maintenance.

II. PURPOSE AND SCOPE

The purpose of this Report is to provide engineering support to fund improvements in the District. This Report will identify the proposed public infrastructure to be constructed or acquired by the District along with an opinion of probable cost.

Contained within this Report is a brief description of the public infrastructure to be constructed or acquired by the District. The District will finance, construct, acquire, operate, and maintain all or specific portions of the proposed public infrastructure. An assessment methodology consultant has been retained by the District, who will develop the assessment and financing methodology to be applied using this Report.

The predominant portion of this Report provides descriptions of the proposed public infrastructure improvements, determination of estimated probable construction costs, and the corresponding benefits associated with the implementation of the described improvements. Detailed site construction plans and specifications have not yet been completed and permitted for the improvements described herein. The engineer has considered, and in specific instances has relied upon, the information and documentation prepared or supplied by others, and information that may have been provided by public entities, public employees, the landowner, site construction contractors, other engineering professionals, land surveyors, the District Board of Supervisors, and its staff and consultants.

III. THE DEVELOPMENT

The development will consist of 642 single family homes and associated infrastructure ("Development"). The Development is a planned residential community is located on the west of CR 653 and south of Eloise Loop /road in the City of Winter Haven and lies within Section 22 and 23, Township 29 South, Range 26 East, all within the City. The Development has received zoning approval by the City. The approved zoning is PD and the property has an underlying Future Land Use Designation of RL (Residential Low Density), RE (Residential Estate, and CON (Conservation). The development will be constructed in three (3) phases.

IV. THE CAPITAL IMPROVEMENTS

The Capital Improvement Plan, (the "CIP"), consists of public infrastructure in Phases 1, 2, and 3. The primary portions of the CIP will entail stormwater pond construction, roadways built to an "urban" typical section, water, reclaim water and sewer facilities and off-site improvements (including turn lanes and extension of water and sewer mains to serve the development).

There will also be stormwater structures and conveyance culverts within the CIP which will outfall into the on-site retention ponds. These structures and pond areas comprise the overall stormwater facilities of the CIP. Installation of the water distribution and wastewater collection system will also occur at this time. Below ground installation of power, telecommunications and cable TV will occur, but will not be funded by the District. Undergrounding of wires for installation of street lights within the public right of way will be funded by the District.

As a part of the recreational component of the CIP, a public park/amenity center will be constructed within the development and the location shall have easy access to the other portions of the District. The public park/amenity center will be accessed by the public roadways and sidewalks.

V. CAPITAL IMPROVEMENT PLAN COMPONENTS

The Capital Improvement Plan includes the following:

Stormwater Management Facilities

Stormwater management facilities consisting of storm conveyance systems and retention ponds are contained within the District boundaries. Stormwater runs off via roadway curb and gutter to storm inlets. Storm culverts convey the runoff into the proposed retention ponds for water quality treatment and attenuation. The proposed stormwater systems will utilize dry retention and/or wet retention for biological pollutant assimilation to achieve water quality treatment. The design criteria for the District's stormwater management systems is regulated by the City, the County, and the SWFWMD. There is a known surface water, (Crystal Lake) and there are natural wetlands on the west side of the Development. No impacts to the wetlands or lake are anticipated.

Federal Emergency Management Agency Flood Insurance Rate Map (FEMA FIRM) Panel No. 12105C-0530G (dated 12/22/2016) demonstrates that the majority of the property is located within Flood Zone X with the remainder in AE. Based on this information and the site topography, it does not appear that floodplain compensation is required. If floodplain compensation is required, flood compensation shall be in accordance with Southwest Florida Water Management, City, and County criteria

During the construction of stormwater management facilities, utilities and roadway improvements, the contractor will be required to adhere to a *Stormwater Pollution Prevention Plan* (SWPPP) as required by Florida Department of Environmental Protection (FDEP) as delegated by the Environmental Protection Agency (EPA). The SWPPP will be prepared to depict for the contractor the proposed locations of required erosion control measures and staked turbidity barriers specifically along the down gradient side of any proposed construction activity. The site contractor will be required to provide the necessary reporting on various forms associated with erosion control, its maintenance and any rainfall events that occur during construction activity.

Public Roadways

The proposed public roadway sections are to be 40' R/W with 24' of asphalt and Miami curb or Type F curb and gutter on both sides and 80' R/W with 24' of asphalt with roadside swales and sidewalks on both side. The proposed roadway section will consist of stabilized subgrade, lime rock, crushed concrete or cement treated base and asphalt wearing surface. The proposed curb is to be 2' wide and placed along the edge of the proposed roadway section for purposes of protecting the integrity of the pavement and also to provide stormwater runoff conveyance to the proposed stormwater inlets. The 80' R/W section shall be a rural section constructed in accordance with FDOT, County, and City specifications. Underdrain is provided as necessary to control groundwater and protect the roadway base material.

The proposed roadways will also require signing and pavement markings within the public rights-of-way, as well as street signs depicting street name identifications, and addressing, which will be utilized by the residents and public. As stated above, the District's funding of roadway construction will occur for all public roadways.

Water, Reclaim, and Wastewater Facilities

A potable water system inclusive of water main, gate valves, fire hydrants and appurtenances will be installed for the Development. The water service provider will be the City of Winter Haven Public Utilities. The water system will be a "looped" system. These facilities will be installed within the proposed public rights-of-way within the District. This water system will provide the potable (domestic) and fire protection services which will serve the entire District.

A domestic wastewater collection system inclusive of gravity sanitary sewer mains and sewer laterals will be installed. The gravity sanitary sewer mains will be 8" diameter PVC. The gravity sanitary sewer lines will be placed inside of the proposed public rights-of-way, under the proposed paved roadways. Branching off from these sewer lines will be laterals to serve the individual lots. A lift station is anticipated for this CIP. Flow from the lift station shall be connected to either a force main on site or along CR 653.

Reclaimed water is available for this site. The reclaim water lines will be installed onsite to provide irrigation within the public right of way and amenity/park area. The reclaimed water system is funded by the District. Any water, sewer, or reclaim water pipes or facilities placed on private property will not be publicly funded.

Off-Site Improvements

The District will provide funding for the anticipated turn lanes at the development entrance. The site construction activities associated with the CIP are anticipated for completion by phases based on the following estimated schedule: Phase 1 in 2019-2020; Phase 2 in 2020-2022; Phase 3 in 2021-2023. Upon completion of each phase of these improvements, inspection/certifications will be obtained from the SWFWMD; the Polk County Health Department (water distribution system), Florida Department of Environmental Protection (FDEP) (wastewater collection) and the City.

Amenities and Parks

The District will provide funding for an Amenity Center to include the following: parking area, pavilion with restroom facilities, pool, tot lot, dog park/all-purpose play field, and walking trails around the Amenity Center.

Electric and Lighting

The electric distribution system thru the District is currently planned to be underground. The District presently intends to fund and construct the electric conduit, transformer/cabinet pads, and electric manholes required by TECO. Electric facilities will be owned and maintained by TECO after dedication, with TECO providing underground electrical service to the Development. The CDD presently intends to fund the cost of undergrounding of electric conduit for the installation of the street lighting along the internal roadways within the CDD. These lights will be owned, operated and maintained by TECO after dedication, with the District funding maintenance services.

Entry Feature

Landscaping, irrigation, entry features and walls at the entrances and along the outside boundary of the Development will be provided by the District. The irrigation system will use reuse water as provided by the City of Winter Haven. The master reuse water mains to the various phases of the development will be constructed or acquired by the CDD with District funds and subsequently turned over to the City of Winter Haven. Landscaping for the roadways will consist of sod, annual flowers, shrubs, ground cover and trees for the internal roadways within the CDD. Perimeter fencing will be provided at the site entrances and perimeters. These items will be funded, owned and maintained by the CDD.

Miscellaneous

The stormwater improvements, landscaping and irrigation, recreational improvements, street lighting, and certain permits and professional fees as described in this report, are being financed by the District with the intention for benefiting all of the developable real property within the District. The construction and maintenance of the proposed public improvements will benefit the development for the intended use as a single-family planned development.

VI. PERMITTING

Construction permits for all phases are required and include the SWFWMD Environmental Resource Permit (ERP), Florida Department of Environmental Protection (FDEP), Polk County Health Department, and City construction plan approval. There may be a need for an Army Corps of Engineer (ACOE) jurisdictional wetlands within the Phase 3 CIP boundaries.

Following is a summary of required permits obtained and pending for the construction of the public infrastructure improvements for the District:

PHASE 1

Permits / Approvals	Approval / Expected Date
Zoning Approval (City of Winter Haven)	Approved
Preliminary Plat (City of Winter Haven)	Not Required
SWFWMD ERP	November 2018
Construction Permits (City of Winter Haven)	November 2018
Polk County Health Department Water	November 2018
FDEP Sewer	November 2018
FDEP NOI	January 2019

PHASE 2

Permits / Approvals	Approval / Expected Date
Zoning Approval (Winter Haven)	Approved
Preliminary Plat (City of Winter Haven)	Not Required
SWFWMD ERP	February 2019
Construction Permits (City of Winter Haven)	February 2019
Polk County Health Department Water	February 2019
FDEP Sewer	February 2019
FDEP NOI	February 2019

PHASE 3

Permits / Approvals	Approval / Expected Date
Zoning Approval (City of Winter Haven)	Approved
Preliminary Plat (City of Winter Haven)	Not Required
SWFWMD ERP	July 2020
Construction Permits (City of Winter Haven)	July 2020
FDEP Water	July 2020
FDEP Sewer	July 2020
FDEP NOI	July 2020

VII. RECOMMENDATION

As previously described within this report, the public infrastructure as described is necessary for the development and functional operation as required by the City. The site planning, engineering design and construction plans for the infrastructure are in accordance with the applicable requirements of the City of Winter Haven, and the SWFWMD. It should be noted that the infrastructure will provide its intended use and function so long as the construction and installation is in substantial conformance with the design construction plans and regulatory permits.

Items utilized in the *Opinion of Probable Costs* for this report are based upon proposed plan infrastructure as shown on construction drawings incorporating specifications in the most current SWFWMD and the City regulations.

VIII. REPORT MODIFICATION

During development and implementation of the public infrastructure improvements as described for the District, it may be necessary to make modifications and/or deviations for the plans. However, if such deviations and/or revisions do not change the overall primary objective of the plan for such improvements, then the costs differences would not materially affect the proposed cost estimates.

IX. CONCLUSION

It is our professional opinion that the public infrastructure costs for the CIP provided in this Report are reasonable to complete the construction of the public infrastructure improvements. Furthermore, the public infrastructure improvements will benefit and add value to lands within the District at least equal to the costs of such improvements.

The *Opinion of Probable Costs* of the public infrastructure improvements is only an estimate and is not a guaranteed maximum price. The estimated costs are based upon unit prices currently experienced on an ongoing and similar basis for work in the County. However, labor market, future costs of equipment, materials, changes to the regulatory permitting agencies activities, and the actual construction processes employed by the chosen site contractor are beyond the engineer's control. Due to this inherent opportunity for changes (upward or downward) in the construction costs, the total, final construction cost may be more or less than this estimate.

Based upon the presumption that the CIP construction continues in a timely manner, it is our professional opinion that the proposed public infrastructure improvements when constructed and built in substantial conformance with the approved plans and specifications, can be completed and used for their intended function. Be advised that we have utilized historical costs and direct unit costs from site contractors and consultants in the County, which we believe to be necessary in order to facilitate accuracy associated with the *Opinion of Probable Costs*. Based upon the information above, it is our professional opinion that the acquisition and construction costs of the proposed CIP can be completed at the cost as stated.

**Exhibit 8
Villamar
Community Development District
Summary of Proposed District Facilities**

<u>District Infrastructure</u>	<u>Construction</u>	<u>Ownership</u>	<u>Capital Financing*</u>	<u>Operation and Maintenance</u>
Offsite Improvements	District	County	District Bonds	County
Stormwater Facilities	District	District	District Bonds	District
Lift Stations/Water/Sewer	District	City of Winter Haven	District Bonds	City of Winter Haven
Street Lighting/Conduit	District	District	District Bonds	District
Roadway	District	District/City	District Bonds	District/City
Entry Feature & Signage	District	District	District Bonds	District
Parks & Recreation Facilities	District	District	District Bonds	District

*Costs not funded by bonds will be funded by the developer.

VILLAMAR
COMMUNITY DEVELOPMENT DISTRICT

*SECOND SUPPLEMENTAL ENGINEER'S REPORT
FOR CAPITAL IMPROVEMENTS*

PREPARED FOR:

BOARD OF

SUPERVISORS

VILLAMAR

COMMUNITY DEVELOPMENT DISTRICT

PREPARED BY:



1925 Bartow Road • Lakeland, FL 33801 • 863-940-2040

September 28, 2020

**VILLAMAR
COMMUNITY DEVELOPMENT DISTRICT**

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EXHIBIT 9 – MASTER SITE PLAN

EXHIBIT 10 – ASSESSMENT AREA 2 LEGAL DESCRIPTION

**VILLAMAR CDD
SECOND SUPPLEMENTAL ENGINEER'S REPORT**

I. PURPOSE

The purpose of this report is to amend the Engineer's Report for the Villamar CDD. The Supplemental Engineer's Report dated March 20, 2019 had the project being constructed in two phases. Phase 1 remains unchanged, but Phase 2 has changed to two phases. The total phases in the District has changed to three phases. Included in this Second Supplemental Engineer's Report for Capital Improvements is an amendment to Exhibit 7 (Summary of Probable Cost), Exhibit 9 (Master Site Plan), and Exhibit 10 (Assessment Area 2 Legal Description).

II. EXHIBIT 7 (SUMMARY OF PROBABLE COST)

The cost projections for the phases were adjusted to reflect three phases of construction.

III. EXHIBIT 9 (MASTER SITE PLAN)

The overall layout was revised to show the construction of the Development in three phases.

IV. EXHIBIT 10 (ASSESSMENT AREA A LEGAL DESCRIPTION)

A legal description has been provided for Assessment Area 2 (Phase 2 -200 Lots).

Exhibit 7
Villamar Community Development District
Summary of Probable Cost

<u>Number of Lots</u>	<u>334</u>	<u>200</u>	<u>108</u>	<u>642</u>
<u>Infrastructure</u> ⁽¹⁾⁽⁹⁾	<u>Phase 1</u> <u>2019-2020</u>	<u>Phase 2</u> <u>2020-2022</u>	<u>Phase 3</u> <u>2020-2022</u>	<u>Total</u>
Offsite Improvements ⁽⁵⁾⁽⁶⁾	\$ 340,000	\$ 205,000	\$ 105,000	\$ 650,000
Stormwater Management ⁽²⁾⁽³⁾⁽⁵⁾⁽⁶⁾	\$ 4,170,000	\$ 2,830,000	\$ 1,250,000	\$ 8,250,000
Utilities (Water, Sewer, & Street Lighting) ⁽⁵⁾⁽⁶⁾⁽⁸⁾	\$ 2,000,000	\$ 1,470,000	\$ 528,000	\$ 3,998,000
Roadway ⁽⁴⁾⁽⁵⁾⁽⁶⁾	\$ 1,500,000	\$ 900,000	\$ 405,000	\$ 2,805,000
Entry Feature & Signage ⁽⁶⁾⁽⁷⁾	\$ 105,000	\$ 62,000	\$ 33,000	\$ 200,000
Parks and Recreation Facilities ⁽¹⁾⁽⁶⁾	\$ 420,000	\$ 250,000	\$ 130,000	\$ 800,000
Contingency	\$ 420,000	\$ 250,000	\$ 140,000	\$ 810,000
TOTAL	\$ 8,955,000	\$ 5,967,000	\$ 2,591,000	\$ 17,513,000

Notes:

1. Infrastructure consists of public roadway improvements, Stormwater management facilities, master sanitary sewer lift station and utilities, entry feature, landscaping and signage, and parks and recreational facilities.
2. Excludes grading of each lot both for initial pad construction and in conjunction with home construction, which will be provided by the home builder.
3. Includes Stormwater pond excavation. Costs do not include transportation to or placement of fill on private property.
4. Includes sub-grade, base, asphalt paving, curbing, and civil/site engineering of public roads.
5. Includes subdivision infrastructure and civil/site engineering.
6. Estimates are based on 2020 cost.
7. Includes entry features, signage, hardscape, landscape, irrigation and fencing.
8. CDD will enter into a Lighting Agreement with Tampa Electric for the street light poles and lighting service. Only undergrounding of wires in public right-of-way and on District land is included.
9. Estimates based on Master Infrastructure to support development of 642 lots.

EXHIBIT 10 -LEGAL DESCRIPTION
VILLAMAR CDD ASSESSMENT AREA 2
(VILLAMAR PHASE 3A – 200 LOTS)

A PARCEL OF LAND BEING A PORTION OF SECTIONS 22 & 23, TOWNSHIP 29 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 23, ALSO BEING A POINT ON THE NORTH RIGHT-OF-WAY LINE OF CHERRY BLOSSOM LANE OF SUNDANCE RANCH ESTATES, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 77, PAGE 28, PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE NORTH 89°40'31" WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, 19.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF SAID CHERRY BLOSSOM LANE; THENCE SOUTH 00°05'12" EAST, ALONG SAID WEST RIGHT-OF-WAY LINE, 678.40 FEET TO THE NORTHEAST CORNER OF LOT 13 OF SAID SUNDANCE RANCH ESTATES; THENCE SOUTH 89°54'40" WEST, ALONG THE NORTH LINE OF SAID LOT 13, ALSO BEING THE NORTHERLY LINE OF SUNDANCE RANCH ESTATES PHASE TWO, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 80, PAGE 47, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, 1303.55 FEET TO THE **POINT OF BEGINNING**; THENCE ALONG SAID NORTHERLY LINE THE FOLLOWING FIVE (5) COURSES: (1) SOUTH 30°18'12" WEST, 131.90 FEET; (2) THENCE SOUTH 00°02'26" EAST, 164.33 FEET TO A POINT HEREBY **DESIGNATED POINT "A"** TO BE USED HEREINAFTER; 3) CONTINUING SOUTH 00°02'26" EAST, 432.71 FEET; (4) THENCE SOUTH 89°50'17" WEST, 1447.86 FEET; (5) THENCE SOUTH 52°57'56" WEST, 162.90 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF THE CSX TRANSPORTATION RAILROAD RIGHT-OF-WAY, ACCORDING TO THE MAP THEREOF RECORDED IN MAP V5 FLA L-27-17, PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE NORTH 37°02'21" WEST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, 1685.34 FEET TO THE WEST LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 22; THENCE NORTH 00°36'31" WEST, ALONG SAID WEST LINE, 140.09 FEET TO THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 22; THENCE SOUTH 89°42'34" EAST, ALONG SAID NORTH LINE, 1338.57 FEET TO THE NORTHEAST CORNER OF SAID SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 22; THENCE NORTH 89°43'36" EAST, ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 23, A DISTANCE OF 935.14 FEET; THENCE SOUTH 00°26'50" EAST, 216.14 FEET; THENCE NORTH 89°21'46" EAST, 105.87 FEET; THENCE SOUTH 00°36'01" EAST, 350.21 FEET; THENCE NORTH 89°23'59" EAST, 63.26 FEET; THENCE SOUTH 00°33'24" EAST, 105.76 FEET; THENCE NORTH 89°54'40" EAST, 211.52 FEET TO THE **POINT OF BEGINNING**.

LESS AND EXCEPT

BEGIN AT ABOVE PREVIOUSLY DESIGNATED POINT "A", AND RUN THENCE ALONG THE NORTHERLY LINE OF SAID SUNDANCE RANCH ESTATES PHASE 2 THE FOLLOWING TWO (2) COURSES: 1) SOUTH 00°02'26" EAST, 432.71 FEET; THENCE 2) SOUTH 89°50'17" WEST, 1330.47 FEET; THENCE DEPARTING SAID NORTHERLY, NORTH 00°36'01" WEST, 176.51 FEET; THENCE THE SOUTH 89°23'59" WEST, 5.00 FEET TO A POINT OF CURVE CONCAVE NORTHERLY; THENCE

NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/DELTA OF $90^{\circ}00'00''$, A CHORD BEARING OF NORTH $45^{\circ}36'01''$ WEST, A CHORD DISTANCE OF 35.36 FEET, FOR AN ARC LENGTH OF 39.27 FEET; THENCE NORTH $00^{\circ}36'01''$ WEST, 90.00 FEET; THENCE NORTH $89^{\circ}23'59''$ EAST, 535.00 FEET; THENCE NORTH $00^{\circ}36'01''$ WEST, 115.00 FEET; THENCE NORTH $89^{\circ}23'59''$ EAST, 630.00 FEET TO A POINT OF CURVE CONCAVE SOUTHERLY; THENCE SOUTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/DELTA OF $90^{\circ}00'00''$, A CHORD BEARING OF SOUTH $45^{\circ}36'01''$ EAST, A CHORD DISTANCE OF 35.36 FEET, FOR AN ARC LENGTH OF 39.27 FEET; THENCE NORTH $89^{\circ}23'59''$ EAST, 40.00 FEET; THENCE NORTH $00^{\circ}36'01''$ WEST, 40.99 FEET; THENCE NORTH $89^{\circ}23'59''$ EAST, 134.66 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 54.15 ACRES MORE OR LESS.

SECTION X

Prepared By and Return To

Roy Van Wyk, Esq.
Hopping Green & Sams
119 South Monroe Street, Suite 300
Tallahassee, Florida 32301

**TEMPORARY CONSTRUCTION AND
ACCESS EASEMENT AGREEMENT**

THIS TEMPORARY CONSTRUCTION AND ACCESS EASEMENT AGREEMENT (“Agreement”) is made and entered into this 7th day of October, 2020, by and between **PAINT CREEK, L.L.C.**, a Florida limited liability company, whose address is 7760 Thompson Nursery Road, Winter Haven, Florida 33884 (“**Grantor**”) in favor of **VILLAMAR COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, whose address is c/o Governmental Management Services Central Florida, LLC, 219 E. Livingston St., Orlando, Florida 32801 (“**Grantee**” or the “**District**”) (Grantor and Grantee are sometimes together referred to herein as the “**Parties**”, and separately as the “**Party**”).

WITNESSETH:

WHEREAS, Grantor is the owner in fee simple of certain real property located in the District, identified as Phase 3A, being more particularly described on **Exhibit “A”** attached hereto, and by this reference incorporated herein (the “**Easement Area**”); and

WHEREAS, Grantee intends to complete within the Easement Area, the design, installation and construction of roadway improvements, water, stormwater management facilities, sanitary sewer utilities, signage, neighborhood parks and recreational facilities, and other such improvements as authorized by law, (collectively, the “**Improvements**”); and

WHEREAS, Grantor desires to grant to Grantee a temporary, non-exclusive construction and access easement on, upon, over, under, across, and through the Easement Area for the sole purpose of constructing the Improvements, until either construction of the Improvements is completed or the Grantee acquires the Easement Area, whichever occurs first.

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00) in hand paid by the Grantee to the Grantor, the mutual covenants and agreements herein set forth and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby expressly acknowledged by the Parties, the Parties do hereby agree as follows:

- 1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by this reference.

2. **Temporary Construction Easement.** Grantor does hereby grant, bargain, sell and convey to Grantee a temporary, non-exclusive easement on, upon, over, under, across and through the Easement Area for access, ingress, egress and to allow Grantee to complete the design, construction and installation of the Improvements (collectively, the “**Easement**”).

3. **Term of Easement.** Upon the earlier of (i) the completion of all Improvements and the acceptance of such by the District’s Board of Supervisors, or (ii) recordation of a release of the Easement in the Public Records of Polk County, Florida, then this Agreement shall automatically terminate and be extinguished and all rights in the Easement granted by this Agreement shall immediately revert to the Grantor, its successors, transferees and assigns, without further action of the Grantor or Grantee being required with respect to such Easement Area. Upon termination of this Agreement, as provided herein, and upon request by Grantor, Grantee shall promptly execute and deliver to Grantor a document in recordable form confirming termination of this Agreement and the Easement granted herein. Should the Grantee acquire the Easement Area from the Grantor prior to the occurrence of events (i) and (ii) enumerated herein, this Agreement shall automatically terminate and be extinguished and all rights in the Easement granted by this Agreement shall immediately vest in the Grantee, its successors, transferees and assigns, without further action of the Grantor or Grantee being required with respect to such Easement Area.

4. **Insurance and Indemnity.** Grantee and/or any contractors performing work for Grantee on the Easement Area, shall at all times maintain general public liability insurance to afford protection against any and all claims for personal injury, death or property damage arising directly or indirectly out of the exercise of the rights and privileges granted. Said insurance maintained by any contractors performing work for Grantee on the Easement Area shall be issued by solvent, reputable insurance companies authorized to do business in the State of Florida, naming Grantee and Grantor as insured, as their interests may appear, in a combined-single limit of not less than \$1,000,000.00 with respect to bodily injury or death and property damage. Said insurance shall also be primary, and not contributory, as to any insurance coverage maintained by Grantor. To the extent permitted by law and without waiving any of the protections afforded by section 768.28, Florida Statutes, Grantee hereby agrees to indemnify and hold harmless Grantor from and against any and all liability arising out of Grantee’s construction activities within the Easement Area.

5. **Obligations of Grantor and Grantee.** The Parties acknowledge and agree that any rights granted hereunder shall be exercised by the Parties only in accordance and compliance with any and all applicable laws, ordinances, rules, regulations, permits and approvals, and any future modifications or amendments thereto. The Parties covenant and agree that neither party shall discharge into or within the Easement Area, any hazardous or toxic materials or substances, any pollutants, or any other substances or materials prohibited or regulated under any federal, state or local law, ordinance, rule, regulations or permit, except in accordance with such laws, ordinances, rules, regulations and permits. To the extent permitted by law and without waiving any of the protections afforded by section 768.28, Florida Statutes, each Party hereby agrees to indemnify and hold harmless the other Party from and against any and all liability arising out of such Party’s breach of any provision of this Agreement, including, without limitation, the matters set forth in this paragraph.

6. **Beneficiaries of Easement Rights.** The Easement set forth in this Agreement shall be for the sole benefit and use of Grantee, its successors and assigns, and Grantee's agents, employees, consultants, representatives, contractors and providers of emergency services and utility services.

7. **Amendments and Waivers.** This Agreement may not be terminated or amended, modified, altered, or changed in any respect whatsoever, except by a further agreement in writing duly executed by the Parties and recorded in the Public Records of Polk County, Florida. No delay or omission of any Party in the exercise of any right accruing upon any default of any Party shall impair such right or be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of such default. A waiver by any Party of a breach of, or a default in, any of the terms and conditions of this Agreement by any other Party shall not be construed to be a waiver of any subsequent breach of or default in the same or any other provision of this Agreement. No breach of the provisions of this Agreement shall entitle any Party to cancel, rescind or otherwise terminate this Agreement, but such limitation shall not affect, in any manner, any other rights or remedies which any Party may have by reason of any breach of the provisions of this Agreement.

8. **Notices.** Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given (i) three (3) days after depositing with the United States Postal Service, postage prepaid, (ii) one day after depositing with a nationally recognized overnight courier service, or (iii) on the day of hand delivery (provided such delivery occurs prior to 5:00 pm, E.S.T. or E.D.T., as applicable), to the address listed above or to such other address as either Party may from time to time designate by written notice in accordance with this paragraph.

9. **Use of Easement Area.** It is acknowledged and agreed that the Easement granted under this Agreement is not an exclusive easement and that Grantor shall have the right to use and enjoy the Easement Area in any manner not inconsistent with the easement rights created herein, and grant others the right to do so.

10. **Liens.** Grantee shall not permit (and shall promptly satisfy or bond) any construction, mechanic's lien or encumbrance against the Easement Area in connection with the exercise of rights hereunder.

11. **Effective Date.** The Effective Date of the Agreement shall be the last day that this Agreement is signed by either Party.

12. **Miscellaneous.** This Agreement contains the entire understanding of the Parties with respect to the matters set forth herein and no other agreement, oral or written, not set forth herein, nor any course of dealings of the Parties, shall be deemed to alter or affect the terms and conditions set forth herein. If any provision of this Agreement, or portion thereof, or the application thereof to any person or circumstances, shall, to the extent be held invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby; it shall not be deemed that any such invalid provision affects the consideration for this Agreement; and each provision of this Agreement shall be valid and enforceable to the fullest

extent permitted by law. This Agreement shall be construed in accordance with the laws of the State of Florida. Venue for any proceeding brought hereunder shall be Polk County, Florida. In the event of any dispute hereunder or of any action to interpret or enforce this Agreement, any provision hereof or any matter arising herefrom, the predominantly prevailing party shall be entitled to recover its reasonable attorneys' fees, costs and expenses, whether suit be brought or not, and whether in settlement, in any declaratory action, at trial or on appeal. The section headings in this Agreement are for convenience only, shall in no way define or limit the scope or content of this Agreement, and shall not be considered in any construction or interpretation of this Agreement or any part hereof. Where the sense of this Agreement requires, any reference to a term in the singular shall be deemed to include the plural of said term, and any reference to a term in the plural shall be deemed to include the singular of said term. Nothing in this Agreement shall be construed to make the Parties hereto partners or joint venturers or render either of said parties liable for the debts or obligations of the other. This Agreement may be executed in counterparts, each of which shall constitute an original, but all taken together shall constitute one and the same Agreement. Time is of the essence of this Agreement. This Agreement shall be binding upon and inure to the benefit of Grantor and Grantee and their respective successors and assigns. The rights, privileges and Easement granted and conveyed hereunder shall be a burden upon the Easement Area and shall exist for the benefit of and run with title to the Easement Area.

[SIGNATURES CONTAINED ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the day and year first written above.

“GRANTOR”

WITNESSES:

PAINT CREEK, L.L.C., a Florida limited liability company

[Print Name]

By: _____
Lauren Oakley Schwenk
Manager

[Print Name]

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ___ day of _____, 2020, by Lauren Oakley Schwenk, as Manager of Paint Creek, LLC, on behalf of the company.

(Official Notary Signature & Seal)
Name: _____
Personally Known _____
OR Produced Identification _____
Type of Identification _____

“GRANTEE”

**VILLAMAR
COMMUNITY DEVELOPMENT
DISTRICT**, a local unit of special-purpose
government established pursuant to Chapter
190, Florida Statutes

Signed, sealed and delivered
in the presence of:

Print Name: _____

By: _____
Name: _____
Title: _____

Print Name: _____

**STATE OF FLORIDA
COUNTY OF POLK**

The foregoing instrument was acknowledged before me by means of physical presence
or online notarization this ___ day of _____, 2020, by Warren K. (Rennie) Heath II, as
Chairperson of the Board of Supervisors of the VillaMar Community Development District.

(Official Notary Signature & Seal)
Name: _____
Personally Known _____
OR Produced Identification _____
Type of Identification _____

Exhibit A

(VILLAMAR PHASE 3A – 200 LOTS)

A PARCEL OF LAND BEING A PORTION OF SECTIONS 22 & 23, TOWNSHIP 29 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 23, ALSO BEING A POINT ON THE NORTH RIGHT-OF-WAY LINE OF CHERRY BLOSSOM LANE OF SUNDANCE RANCH ESTATES, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 77, PAGE 28, PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE NORTH 89°40'31" WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, 19.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF SAID CHERRY BLOSSOM LANE; THENCE SOUTH 00°05'12" EAST, ALONG SAID WEST RIGHT-OF-WAY LINE, 678.40 FEET TO THE NORTHEAST CORNER OF LOT 13 OF SAID SUNDANCE RANCH ESTATES; THENCE SOUTH 89°54'40" WEST, ALONG THE NORTH LINE OF SAID LOT 13, ALSO BEING THE NORTHERLY LINE OF SUNDANCE RANCH ESTATES PHASE TWO, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 80, PAGE 47, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, 1303.55 FEET TO THE **POINT OF BEGINNING**; THENCE ALONG SAID NORTHERLY LINE THE FOLLOWING FIVE (5) COURSES: (1) SOUTH 30°18'12" WEST, 131.90 FEET; (2) THENCE SOUTH 00°02'26" EAST, 164.33 FEET TO A POINT HEREBY **DESIGNATED POINT "A"** TO BE USED HEREINAFTER; 3) CONTINUING SOUTH 00°02'26" EAST, 432.71 FEET; (4) THENCE SOUTH 89°50'17" WEST, 1447.86 FEET; (5) THENCE SOUTH 52°57'56" WEST, 162.90 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF THE CSX TRANSPORTATION RAILROAD RIGHT-OF-WAY, ACCORDING TO THE MAP THEREOF RECORDED IN MAP V5 FLA L-27-17, PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE NORTH 37°02'21" WEST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, 1685.34 FEET TO THE WEST LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 22; THENCE NORTH 00°36'31" WEST, ALONG SAID WEST LINE, 140.09 FEET TO THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 22; THENCE SOUTH 89°42'34" EAST, ALONG SAID NORTH LINE, 1338.57 FEET TO THE NORTHEAST CORNER OF SAID SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 22; THENCE NORTH 89°43'36" EAST, ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 23, A DISTANCE OF 935.14 FEET; THENCE SOUTH 00°26'50" EAST, 216.14 FEET; THENCE NORTH 89°21'46" EAST, 105.87 FEET; THENCE SOUTH 00°36'01" EAST, 350.21 FEET; THENCE NORTH 89°23'59" EAST, 63.26 FEET; THENCE SOUTH 00°33'24" EAST, 105.76 FEET; THENCE NORTH 89°54'40" EAST, 211.52 FEET TO THE **POINT OF BEGINNING**.

LESS AND EXCEPT

BEGIN AT ABOVE PREVIOUSLY DESIGNATED POINT "A", AND RUN THENCE ALONG THE NORTHERLY LINE OF SAID SUNDANCE RANCH ESTATES PHASE 2 THE FOLLOWING TWO (2) COURSES: 1) SOUTH 00°02'26" EAST, 432.71 FEET; THENCE 2) SOUTH 89°50'17" WEST, 1330.47 FEET; THENCE DEPARTING SAID NORTHERLY, NORTH 00°36'01" WEST, 176.51 FEET; THENCE THE SOUTH 89°23'59" WEST, 5.00 FEET TO A POINT OF CURVE CONCAVE NORTHERLY; THENCE

NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/Delta OF 90°00'00", A CHORD BEARING OF NORTH 45°36'01" WEST, A CHORD DISTANCE OF 35.36 FEET, FOR AN ARC LENGTH OF 39.27 FEET; THENCE NORTH 00°36'01" WEST, 90.00 FEET; THENCE NORTH 89°23'59" EAST, 535.00 FEET; THENCE NORTH 00°36'01" WEST, 115.00 FEET; THENCE NORTH 89°23'59" EAST, 630.00 FEET TO A POINT OF CURVE CONCAVE SOUTHERLY; THENCE SOUTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/Delta OF 90°00'00", A CHORD BEARING OF SOUTH 45°36'01" EAST, A CHORD DISTANCE OF 35.36 FEET, FOR AN ARC LENGTH OF 39.27 FEET; THENCE NORTH 89°23'59" EAST, 40.00 FEET; THENCE NORTH 00°36'01" WEST, 40.99 FEET; THENCE NORTH 89°23'59" EAST, 134.66 FEET TO THE POINT OF BEGINNING.

CONTAINING 54.15 ACRES MORE OR LESS.

SECTION XI



Berger, Toombs, Elam, Gaines & Frank

Certified Public Accountants PL

600 Citrus Avenue
Suite 200
Fort Pierce, Florida 34950

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

August 19, 2020

VillaMar Community Development District
c/o Governmental Management Services, LLC
9145 Narcoossee Road, Suite A206
Orlando, FL 32827

The Objective and Scope of the Audit of the Financial Statements

You have requested that we audit the financial statements of VillaMar Community Development District, which comprise governmental activities, a discretely presented component unit, and each major fund for the General Fund as of and for the year ended September 30, 2020 which collectively comprise the basic financial statements. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter for the years ending September 30, 2020.

Our audit will be conducted with the objective of expressing an opinion on the financial statements.

The Responsibility of the Auditor

We will conduct the audit in accordance with auditing standards generally accepted in the United States of America and "Government Auditing Standards" issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with generally accepted auditing standards. Also, an audit is not designed to detect errors or fraud that are immaterial to the financial statements.

Fort Pierce / Stuart



VillaMar Community Development District
August 19, 2020
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In making our risk assessments, we consider internal control relevant to VillaMar Community Development District's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.

We will also communicate to the Board any fraud involving senior management and fraud that causes a material misstatement of the financial statements that becomes known to us during the audit, and any instances of noncompliance with laws and regulations that we become aware of during the audit.

The funds that you have told us are maintained by VillaMar Community Development District and that are to be included as part of our audit are listed below:

1. General Fund



VillaMar Community Development District
August 19, 2020
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The Responsibilities of Management and Identification of the Applicable Financial Reporting Framework

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

1. For the preparation and fair presentations of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. To evaluate subsequent events through the date the financial statements are issued or available to be issued, and to disclose the date through which subsequent events were evaluated in the financial statements. Management also agrees that it will not evaluate subsequent events earlier than the date of the management representation letter referred to below;
3. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error; and
4. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements such as records, documentation and other matters;
 - b. Additional information that we may request from management for the purpose of the audit; and
 - c. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.

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

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



VillaMar Community Development District
August 19, 2020
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Management is responsible for identifying and ensuring that VillaMar Community Development District complies with the laws and regulations applicable to its activities, and for informing us about all known material violations of such laws or regulations. In addition, management is responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the entity involving management, employees who have significant roles in internal control, and others where the fraud could have a material effect on the financial statements. Management is also responsible for informing us of its knowledge of any allegations of fraud or abuse, or, suspected fraud or abuse affecting the entity received in communications from employees, former employees, analysts, regulators, or others.

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

VillaMar Community Development District agrees that it will not associate us with any public or private securities offering without first obtaining our consent. Therefore, VillaMar Community Development District agrees to contact us before it includes our reports or otherwise makes reference to us, in any public or private securities offering.

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

Records and Assistance

If circumstances arise relating to the condition of the VillaMar Community Development District's records, the availability of appropriate audit evidence, or indications of a significant risk of material misstatement of the financial statements, because of error, fraudulent financial reporting, or misappropriation of assets, which, in our professional judgment, prevent us from completing the audit or forming an opinion, we retain the unilateral right to take any course of action permitted by professional standards, including: declining to express an opinion, issuing a report, or withdrawing from engagement.

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

VillaMar Community Development District
August 19, 2020
Page 5

The assistance to be supplied, including the preparation of schedules and analyses of accounts, has been discussed and coordinated with Jill Burns. The timely and accurate completion of this work is an essential condition to our completion of the audit and issuance of our audit report, which must be completed and filed with the Auditor General within nine (9) months after the end of the audited fiscal year.

Other Relevant Information

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

Fees, Costs, and Access to Workpapers

Our fees for the services described above are based upon the value of the services performed and the time required by the individuals assigned to the engagement, plus direct expenses. Invoices for fees will be submitted in sufficient detail to demonstrate compliance with the terms of this engagement. Billings are due upon submission. Our fee for the services described in this letter for the year ending September 30, 2020 will not exceed \$3,475, unless the scope of the engagement is changed, the assistance which VillaMar Community Development District has agreed to furnish is not provided, or unexpected conditions are encountered, in which case, we will discuss the situation with you before proceeding. All other provisions of this letter will survive any fee adjustment. The four annual renewals must be mutually agreed and approved by the Board of Supervisors.

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

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

VillaMar Community Development District

August 19, 2020

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Information Security – Miscellaneous Terms

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

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

Reporting

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

In addition to our report on VillaMar Community Development District's financial statements, we will also issue the following types of reports:

- Reports on internal control and compliance with laws, regulations, and the provisions of contracts or grant agreements. We will report on any internal control findings and/or noncompliance which could have a material effect on the financial statements;
- Management letter required by the Auditor General, State of Florida; and
- Attestation reports required by the Auditor General, State of Florida.

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



VillaMar Community Development District
August 19, 2020
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Please sign and return the attached copy of this letter to indicate your acknowledgement of, and agreement with, the arrangements for our audit of the financial statements including our respective responsibilities.

*Berger Toombs Elam
Gaines & Frank*

Berger, Toombs, Elam, Gaines & Frank
J. W. GAINES, CPA

Confirmed on behalf of the addressee:



**BAGGETT
REUTIMANN**
& ASSOCIATES, CPAs, PA

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

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

Report on the Firm's System of Quality Control

To the Partners

October 30, 2019

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

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

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

Firm's Responsibility

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

Peer Reviewer's Responsibility

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

Required Selections and Considerations

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

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

Opinion

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

Baggett, Reutimann & Associates, CPAs PA
BAGGETT, REUTIMANN & ASSOCIATES, CPAs, PA
Signed Electronically by Baggett, Reutimann & Associates, CPAs PA, (C:\Users\jbaggett\Documents\2019

**ADDENDUM TO ENGAGEMENT LETTER BETWEEN BERGER, TOOMBS,
ELAM, GAINES AND FRANK AND VILLAMAR COMMUNITY
DEVELOPMENT DISTRICT
(DATED AUGUST 19, 2020)**

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

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

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

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

**GMS-CF, LLC
135 W CENTRAL BLVD, SUITE 320
ORLANDO, FL 32801
TELEPHONE: 407-841-5524
EMAIL: JBURNS@GMSCFL.COM**

Auditor: J.W. Gaines

District: VillaMar CDD

By:  _____

By: _____

Title: Director

Title: _____

Date: August 19, 2020

Date: _____

SECTION XII

fmsbonds
Municipal Bond Specialists

October 14, 2020

VillaMar Community Development District
c/o Governmental Management Services
219 East Livingston Street
Orlando, FL 32801
Attn: Mr. George Flint

Re: VillaMar CDD, Series 2020 Bonds

Dear Mr. Flint:

We are writing to provide you, as VillaMar Community Development District the "Issuer"), with certain disclosures relating to the captioned bond issue (the "Bonds"), as required by the Municipal Securities Rulemaking Board (MSRB) Rule G-17 as set forth in MSRB Notice 2012-25 (May 7, 2012)¹ (the "Notice").

The Issuer has engaged FMSbonds, Inc. ("FMS") to serve as underwriter, and not as a financial advisor or municipal advisor, in connection with the issuance of the Bonds. As part of our services as underwriter, FMS may provide advice concerning the structure, timing, terms, and other similar matters concerning the issuance of the Bonds. We may also have provided such advice as part of the process of seeking to be selected to serve as your underwriter. Any such advice was provided by FMS as an underwriter and not as your financial advisor in this transaction.

The specific parameters under which FMS will underwrite the Bonds will be set forth in a Bond Resolution adopted by the Board.

Pursuant to the Notice, we are required by the MSRB to advise you that:

- MSRB Rule G-17 requires an underwriter to deal fairly at all times with both municipal issuers and investors.
- The underwriter's primary role is to purchase the Bonds with a view to distribution in an arm's-length commercial transaction with the Issuer. As such, the underwriter has financial and other interests that differ from those of the Issuer.

¹ Interpretive Notice Concerning the Application of MSRB Rule G-17 to underwriters of Municipal Securities (effective August 2, 2012).

- Unlike a municipal advisor, the underwriter does not have a fiduciary duty to the Issuer under the federal securities laws and are, therefore, not required by federal law to act in the best interests of the Issuer without regard to their own financial or other interests.
- The underwriter has a duty to purchase the Bonds from the Issuer at a fair and reasonable price, but must balance that duty with its duty to sell the Bonds to investors at prices that are fair and reasonable.
- As underwriter, we will review the disclosure document for the Bonds in accordance with, and as part of, our responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of this transaction.²

The underwriter will be compensated by a fee and/or an fee that will be set forth in the bond purchase agreement to be negotiated and entered into in connection with the issuance of the Bonds. Payment or receipt of the underwriting fee or discount will be contingent on the closing of the transaction and the amount of the fee or discount may be based, in whole or in part, on a percentage of the principal amount of the Bonds. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since an underwriter may have an incentive to recommend a transaction that is unnecessary or to recommend that the size of a transaction be larger than is necessary.

Please note nothing in this letter is an expressed nor an implied commitment by us to provide financing or to purchase or place the Bonds or any other securities. Any such commitment shall only be set forth in a bond purchase agreement or other appropriate form of agreement for the type of transaction undertaken by you.

Further, our participation in any transaction (contemplated herein or otherwise) remains subject to, among other things, the execution of a bond purchase agreement (or other appropriate form of agreement), further internal review and approvals, satisfactory completion of our due diligence investigation and market conditions.

FMS is acting independently in seeking to act as an underwriter in the transactions contemplated herein and shall not be deemed for any purpose to be acting as an agent, joint venturer or partner of any other principal involved in the proposed financing. FMS assumes no responsibility, express or implied, for any actions or omissions of, or the performance of services by, the other underwriters in connection with the transactions contemplated herein or otherwise.

If you or any other Issuer representatives have any questions or concerns about these disclosures, please make those questions or concerns known immediately to the undersigned. In addition, Issuer should consult with its own financial, municipal, legal, accounting, tax and other advisors, as applicable, to the extent it deems appropriate.

² Under federal securities law, an issuer of securities has the primary responsibility for disclosure to investors. The review of the official statement by the underwriters is solely for purposes of satisfying the underwriters' obligations under the federal securities laws and such review should not be construed by an issuer as a guarantee of the accuracy or completeness of the information in the official statement.

It is our understanding that you have the authority to bind the Issuer by contract with us, and that you are not a party to any conflict of interest relating to the subject transaction. If our understanding is incorrect, please notify the undersigned immediately.

The MSRB requires that we seek your acknowledgement that you have received this letter. Accordingly, please send me an email to that effect, or sign and return the enclosed copy of this letter to me at the address set forth above within five (5) business days of the date of this letter. Depending on the structure of the transaction that the Issuer decides to pursue, or if additional actual or perceived material conflicts are identified, we may be required to send you additional disclosures. At that time, we also will seek your acknowledgement of receipt of any such additional disclosures.

We look forward to working with you and the Issuer in connection with the issuance of the Bonds, and we appreciate the opportunity to assist with your financing need. Thank you.

Sincerely,



Jon Kessler,
FMSbonds, Inc.

Acknowledgement:

VillaMar Community Development District

By: _____

SECTION XIII

Hopping Green & Sams

Attorneys and Counselors

September 28, 2020

Board of Supervisors
VillaMar Community Development District
c/o Jill Burns, District Manager
Governmental Management Services-Central Florida
219 East Livingston Street
Orlando, Florida 32801

Re: VillaMar Community Development District
2020 Bond Issuance

Dear Board Members:

Please let this letter serve as our proposal to represent the VillaMar Community Development District regarding the 2020 Bond Issuance at a fixed fee of \$45,000, which includes costs and expenses.

If this meets with your approval, please sign below and return to me by e-mail for our files. Thank you for this opportunity and should you have any questions please do not hesitate to contact me.

Sincerely,

/s/ Roy Van Wyk

Roy Van Wyk

RVW/lk

Jill Burns, District Manager
VillaMar Community Development District

SECTION XIV

SECTION C

VillaMar CDD

Field Management Report

Ongoing Services

- ✚ Regular Drive throughs of property performed to note contractor performance and site status.
- ✚ Regular meetings and discussion with contractor regarding maintenance.
- ✚ Working with landscaper to add areas for maintenance as the come.



Bushhogging

- ✚ A few areas were bushhogged so ongoing maintenance could be performed.



Other

New Areas

- ✚ Keeping track of new areas and items as they come on.
- ✚ Several new fences, landscaping areas and other items have been added.
- ✚ Added to routine inspections.



Site Flooding



- ✚ Flooding of adjacent pond and property has caused some flooding on district property.
- ✚ Much has receded but some is still flowing over the sidewalk.
- ✚ Continuing to monitor.

Conclusion

For any questions or comments regarding the above information, please contact me by phone at 407-201-1514, or by email at csmith@gmscfl.com. Thank you.

Respectfully,
Clayton Smith

SECTION D

SECTION 1

VillaMar
Community Development District

Summary of Checks

August 05, 2020 to September 16, 2020

Compl

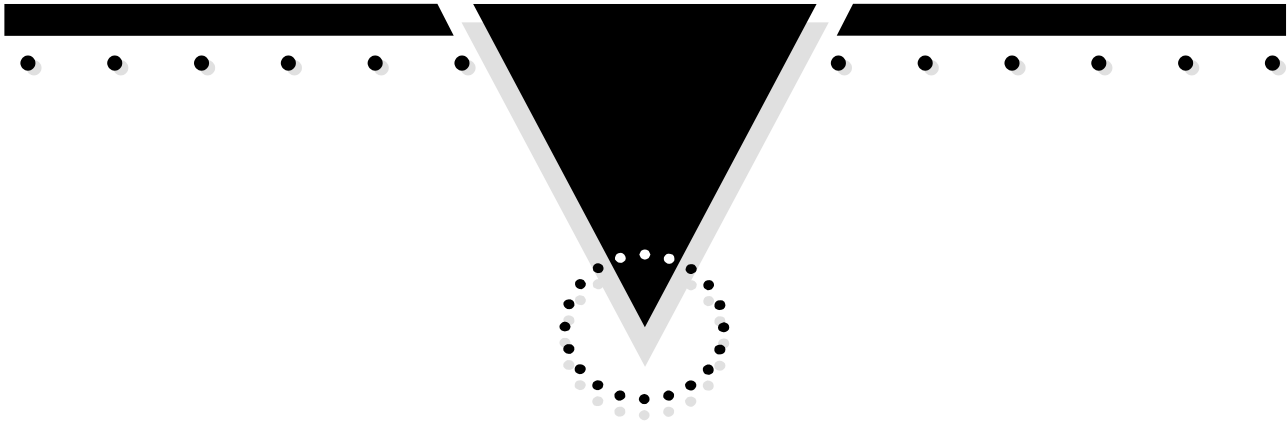
Bank	Date	Check No.'s	Amount
General Fund	8/12/20	79	\$ 3,717.38
	8/17/20	80	\$ 4,388.00
			\$ 8,105.38
			\$ 8,105.38

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
8/12/20	00019	7/27/20	5817230	202007	310	51300	32300		TRUSTEE FEE SERIES FY2019	*	929.34		
		7/27/20	5817230	202007	300	15500	10000		TRUSTEE FEE SERIES FY2020	*	2,788.04		
US BANK												3,717.38	000079

8/17/20	00016	7/31/20	1040074	202007	310	51300	48000		NOT OF BUDGET 07/22	*	2,194.00		
		7/31/20	1040074	202007	310	51300	48000		NOT OF BUDGET 07/29	*	2,194.00		
THE LEDGER NEWS CHIEF												4,388.00	000080

TOTAL FOR BANK A											8,105.38		
TOTAL FOR REGISTER											8,105.38		

SECTION 2



VILLAMAR
Community Development District

Unaudited Financial Reporting

August 31, 2020



Table of Contents

1	<u>Balance Sheet</u>
2	<u>General Fund Income Statement</u>
3	<u>Debt Service Fund Income Statement</u>
4	<u>Capital Projects Fund Income Statement</u>
5-6	<u>Month to Month</u>
7	<u>Developer Contribution Schedule</u>
8	<u>Long Term Debt Report</u>
9-11	<u>Series 2019 Construction Schedule</u>

VILLAMAR
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
August 31, 2020

	General Fund	Debt Service Fund	Capital Projects Fund	Totals FY20
<u>ASSETS:</u>				
<u>CASH</u>				
OPERATING ACCOUNT	\$4,830	---	---	\$4,830
<u>SERIES 2019</u>				
RESERVE	---	\$449,432	---	\$449,432
REVENUE	---	\$117,429	---	\$117,429
INTEREST	---	\$0	---	\$0
PREPAYMENT	---	\$237,940	---	\$237,940
CONSTRUCTION	---	---	\$3,900	\$3,900
PREPAID EXPENSES	\$2,788	---	---	\$2,788
TOTAL ASSETS	<u>\$7,618</u>	<u>\$804,801</u>	<u>\$3,900</u>	<u>\$816,319</u>
<u>LIABILITIES:</u>				
ACCOUNTS PAYABLE	\$15,699	---	---	\$15,699
<u>FUND EQUITY:</u>				
FUND BALANCES:				
UNASSIGNED	(\$8,081)	---	---	(\$8,081)
RESERVED FOR DEBT SERVICE	---	\$804,801	---	\$804,801
RESERVED FOR CAPITAL PROJECTS	---	---	\$3,900	\$3,900
TOTAL LIABILITIES & FUND EQUITY	<u>\$7,618</u>	<u>\$804,801</u>	<u>\$3,900</u>	<u>\$816,319</u>

VILLAMAR

COMMUNITY DEVELOPMENT DISTRICT

GENERAL FUND

Statement of Revenues & Expenditures

For The Period Ending August 31, 2020

	ADOPTED BUDGET	PRORATED BUDGET THRU 08/31/20	ACTUAL THRU 08/31/20	VARIANCE
<u>REVENUES:</u>				
ASSESSMENTS - LOT CLOSINGS	\$0	\$0	\$41,688	\$41,688
DEVELOPER CONTRIBUTIONS	\$260,126	\$20,000	\$20,000	\$0
TOTAL REVENUES	\$260,126	\$20,000	\$61,688	\$41,688
<u>EXPENDITURES:</u>				
<u>ADMINISTRATIVE:</u>				
SUPERVISORS FEES	\$12,000	\$11,000	\$4,000	\$7,000
ENGINEERING	\$20,000	\$18,333	\$0	\$18,333
ATTORNEY	\$25,000	\$22,917	\$14,610	\$8,306
ANNUAL AUDIT	\$4,000	\$0	\$0	\$0
ASSESMENT ADMINISTRATION	\$5,000	\$0	\$0	\$0
ARBITRAGE	\$650	\$0	\$0	\$0
DISSEMINATION	\$5,000	\$4,583	\$5,083	(\$500)
TRUSTEE FEES	\$3,500	\$3,500	\$929	\$2,571
MANAGEMENT FEES	\$35,000	\$32,083	\$32,083	(\$0)
INFORMATION TECHNOLOGY	\$900	\$900	\$3,200	(\$2,300)
TELEPHONE	\$250	\$229	\$15	\$214
POSTAGE	\$850	\$779	\$176	\$603
INSURANCE	\$5,500	\$5,500	\$5,125	\$375
PRINTING & BINDING	\$1,000	\$917	\$134	\$783
LEGAL ADVERTISING	\$10,000	\$9,167	\$7,040	\$2,126
OTHER CURRENT CHARGES	\$1,000	\$917	\$0	\$917
BOUNDARY AMENDMENT EXPENSES	\$0	\$0	\$1,500	(\$1,500)
OFFICE SUPPLIES	\$500	\$458	\$17	\$441
TRAVEL PER DIEM	\$550	\$504	\$0	\$504
DUES, LICENSES, & SUBSCRIPTIONS	\$175	\$175	\$175	\$0
TOTAL ADMINISTRATIVE:	\$130,875	\$111,963	\$74,089	\$37,874
<u>OPERATION & MAINTENANCE:</u>				
PROPERTY INSURANCE	\$5,000	\$0	\$0	\$0
FIELD MANAGEMENT	\$0	\$0	\$1,250	(\$1,250)
LANDSCAPE MAINTENANCE	\$67,200	\$61,600	\$7,502	\$54,098
LANDSCAPE REPLACEMENT	\$7,500	\$6,875	\$0	\$6,875
FERTILIZATION	\$16,364	\$15,000	\$0	\$15,000
PEST CONTROL	\$120	\$0	\$0	\$0
JANITORIAL SERVICE	\$800	\$0	\$0	\$0
POOL MAINTENANCE	\$2,667	\$0	\$0	\$0
AMENITY - ELECTRIC	\$2,000	\$0	\$0	\$0
AMENITY - WATER	\$600	\$0	\$0	\$0
STREETLIGHTS	\$10,000	\$9,167	\$0	\$9,167
GENERAL REPAIRS & MAINTENANCE	\$2,000	\$1,833	\$0	\$1,833
CONTINGENCY	\$15,000	\$13,750	\$0	\$13,750
TOTAL OPERATIONS & MAINTENANCE	\$129,251	\$108,225	\$8,752	\$99,473
TOTAL EXPENDITURES	\$260,126	\$220,188	\$82,841	\$137,347
EXCESS REVENUES (EXPENDITURES)	\$0		(\$21,152)	
FUND BALANCE - BEGINNING	\$0		\$13,071	
FUND BALANCE - ENDING	\$0		(\$8,081)	

VILLAMAR

COMMUNITY DEVELOPMENT DISTRICT

DEBT SERVICE FUND

SERIES 2019

Statement of Revenues & Expenditures

For The Period Ending August 31, 2020

	ADOPTED BUDGET	PRORATED BUDGET THRU 08/31/20	ACTUAL THRU 08/31/20	VARIANCE
<u>REVENUES:</u>				
ASSESSMENTS	\$166,231	\$0	\$0	\$0
ASSESSMENTS - PREPAYMENTS	\$0	\$0	\$523,263	\$523,263
ASSESSMENTS - LOT CLOSINGS	\$0	\$0	\$116,638	\$0
INTEREST	\$0	\$0	\$4,748	\$4,748
TOTAL REVENUES	\$166,231	\$0	\$644,649	\$528,011
<u>EXPENDITURES:</u>				
INTEREST EXPENSE - 11/1	\$116,362	\$116,362	\$116,362	\$0
INTEREST EXPENSE - 5/1	\$166,231	\$116,362	\$166,231	(\$49,869)
SPECIAL CALL - 8/1	\$0	\$0	\$290,000	(\$290,000)
INTEREST EXPENSE - 8/1	\$0	\$0	\$3,342	(\$3,342)
TOTAL EXPENDITURES	\$282,593	\$232,724	\$575,935	(\$343,211)
<u>OTHER FINANCING SOURCES:</u>				
TRANSFER IN (OUT)	\$0	\$0	\$105	\$105
TOTAL OTHER FINANCING SOURCES (USES)	\$0	\$0	\$105	\$105
EXCESS REVENUES (EXPENDITURES)	(\$116,362)		\$68,818	
FUND BALANCE - BEGINNING	\$282,593		\$735,983	
FUND BALANCE - ENDING	\$166,231		\$804,801	

VILLAMAR

COMMUNITY DEVELOPMENT DISTRICT

CAPITAL PROJECTS FUND

SERIES 2019

Statement of Revenues & Expenditures

For The Period Ending August 31, 2020

	ADOPTED BUDGET	PRORATED BUDGET THRU 08/31/20	ACTUAL THRU 08/31/20	VARIANCE
<u>REVENUES:</u>				
DEVELOPER CONTRIBUTIONS	\$0	\$0	\$1,480,885	\$1,480,885
INTEREST	\$0	\$0	\$11,620	\$11,620
TOTAL REVENUES	\$0	\$0	\$1,492,505	\$1,492,505
<u>EXPENDITURES:</u>				
CAPITAL OUTLAY	\$0	\$0	\$3,699,129	(\$3,699,129)
CAPITAL OUTLAY - COST OF ISSUANCE	\$0	\$0	\$0	\$0
TOTAL EXPENDITURES	\$0	\$0	\$3,699,129	(\$3,699,129)
<u>OTHER FINANCING SOURCES:</u>				
TRANSFER IN (OUT)	\$0	\$0	(\$105)	(\$105)
TOTAL OTHER FINANCING SOURCES (USES)	\$0	\$0	(\$105)	(\$105)
EXCESS REVENUES (EXPENDITURES)	\$0		(\$2,206,729)	
FUND BALANCE - BEGINNING	\$0		\$2,210,629	
FUND BALANCE - ENDING	\$0		\$3,900	

VILLAMAR

Community Development District

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
REVENUES:													
ASSESSMENTS - LOT CLOSINGS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$41,688	\$0	\$0	\$0	\$41,688
DEVELOPER CONTRIBUTIONS	\$0	\$20,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$20,000
TOTAL REVENUES	\$0	\$20,000	\$0	\$0	\$0	\$0	\$0	\$0	\$41,688	\$0	\$0	\$0	\$61,688

EXPENDITURES:

ADMINISTRATIVE:

SUPERVISORS FEES	\$0	\$1,000	\$0	\$0	\$600	\$0	\$0	\$800	\$800	\$0	\$800	\$0	\$4,000
ENGINEERING	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
ATTORNEY	\$344	\$1,044	\$515	\$757	\$2,606	\$599	\$785	\$5,320	\$2,281	\$359	\$0	\$0	\$14,610
ANNUAL AUDIT	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
ASSESSMENT ADMINISTRATION	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
ARBITRAGE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
DISSEMINATION	\$417	\$417	\$417	\$417	\$417	\$417	\$417	\$417	\$917	\$417	\$417	\$0	\$5,083
TRUSTEE FEES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$929	\$0	\$0	\$929
MANAGEMENT FEES	\$2,917	\$2,917	\$2,917	\$2,917	\$2,917	\$2,917	\$2,917	\$2,917	\$2,917	\$2,917	\$2,917	\$0	\$32,083
INFORMATION TECHNOLOGY	\$75	\$75	\$75	\$75	\$75	\$75	\$75	\$75	\$75	\$75	\$2,450	\$0	\$3,200
TELEPHONE	\$15	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$15
POSTAGE	\$1	\$4	\$8	\$7	\$5	\$11	\$26	\$5	\$37	\$56	\$18	\$0	\$176
INSURANCE	\$5,125	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,125
PRINTING & BINDING	\$43	\$32	\$25	\$2	\$1	\$25	\$0	\$0	\$2	\$4	\$0	\$0	\$134
LEGAL ADVERTISING	\$908	\$296	\$4	\$0	\$267	\$4	\$0	\$491	\$683	\$4,388	\$0	\$0	\$7,040
OTHER CURRENT CHARGES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
BOUNDARY AMENDMENT EXPENSES	\$0	\$0	\$0	\$0	\$0	\$1,500	\$0	\$0	\$0	\$0	\$0	\$0	\$1,500
OFFICE SUPPLIES	\$3	\$3	\$3	\$0	\$0	\$3	\$0	\$0	\$3	\$3	\$0	\$0	\$17
TRAVEL PER DIEM	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
DUES, LICENSES, & SUBSCRIPTIONS	\$175	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$175
TOTAL ADMINISTRATIVE	\$10,021	\$5,786	\$3,963	\$4,174	\$6,887	\$5,551	\$4,219	\$10,025	\$7,714	\$9,147	\$6,601	\$0	\$74,089

VILLAMAR

Community Development District

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
<u>OPERATION & MAINTENANCE:</u>													
CONTRACT SERVICES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
PROPERTY INSURANCE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FIELD MANAGEMENT	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$625	\$625	\$0	\$1,250
LANDSCAPE MAINTENANCE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$512	\$2,330	\$2,330	\$2,330	\$0	\$7,502
LANDSCAPE REPLACEMENT	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FERTILIZATION	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
PEST CONTROL	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
JANITORIAL SERVICE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
POOL MAINTENANCE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
AMENITY - ELECTRIC	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
AMENITY - WATER	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
STREETLIGHTS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
GENERAL REPAIRS & MAINTENANCE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CONTINGENCY	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL OPERATION & MAINTENANCE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$512	\$2,330	\$2,955	\$2,955	\$0	\$8,752
TOTAL EXPENDITURES	\$10,021	\$5,786	\$3,963	\$4,174	\$6,887	\$5,551	\$4,219	\$10,537	\$10,044	\$12,102	\$9,556	\$0	\$82,841
EXCESS REVENUES/(EXPENDITURES)	(\$10,021)	\$14,214	(\$3,963)	(\$4,174)	(\$6,887)	(\$5,551)	(\$4,219)	(\$10,537)	\$31,644	(\$12,102)	(\$9,556)	\$0	(\$21,152)

**VillaMar Community Development District
Developer Contributions/Due from Developer**

Funding Request #	Prepared Date	Payment Deposited Date	Check/Wire Amount	Total Funding Request	General Fund Portion (FY19)	General Fund Portion (FY20)	Over and (short) Balance Due
FY19							
1	11/29/18	5/20/19	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ -	\$ -
2	6/13/19	7/3/19	\$ 60,000.00	\$ 60,000.00	\$ 60,000.00	\$ -	\$ -
3	9/30/19	10/8/19	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ -	\$ -
FY20							
1	11/5/19	11/19/19	\$ 20,000.00	\$ 20,000.00	\$ -	\$ 20,000.00	\$ -
2	3/5/20	VOID		\$ -	\$ -	\$ -	\$ -
Due from Developer			\$ 120,000.00	\$ 120,000.00	\$ 100,000.00	\$ 20,000.00	\$ -

Total Developer Contributions FY20

\$ 20,000.00

VILLAMAR
Community Development District
LONG TERM DEBT REPORT

SERIES 2019, SPECIAL ASSESSMENT REVENUE BONDS		
INTEREST RATE:	3.750%, 4.000%, 4.625%, 4.875%%	
MATURITY DATE:	5/1/2050	
RESERVE FUND DEFINITION	MAXIMUM ANNUAL DEBT SERVICE	
RESERVE FUND REQUIREMENT	\$450,869	
RESERVE FUND BALANCE	\$449,432	
BONDS OUTSTANDING - 06/25/19		\$7,180,000
LESS: SPECIAL CALL - 08/01/20		(\$290,000)
CURRENT BONDS OUTSTANDING		\$6,890,000

**VillaMar
Community Development District**

Special Assessment Revenue Bonds, Series 2019

Date	Requisition #	Contractor	Description	Requisition
Fiscal Year 2019				
6/28/19	2	Highland Sumner, LLC	Reimbursement of construction related costs	\$ 1,536.00
6/28/19	3	Heath Construction & Management, LLC	Invoices: 177, 188, 189 & 199 - Construction Management 05/01/19 to 06/15/19	\$ 15,000.00
6/28/19	4	QGS Development, Inc.	Pay Application 1 - Phase 1 Construction	\$ 110,256.78
6/28/19	5	Horner Environmental Professionals, Inc.	Invoice: 215693 - Phase 1&2 Environmental Services - April 2019	\$ 322.50
6/28/19	6	Forterra Pipe & Precast, LLC	Invoice: 11677110 - Construction material through June 11, 2019	\$ 9,596.32
6/28/19	7	Hopping, Green & Sams	Invoices: 105198, 105742, 106415, 107001 & 107707 - Legal Services	\$ 8,500.81
6/28/19	8	Highland Cassidy, LLC	Reimbursement of construction related costs	\$ 300,231.75
7/9/19	9	Forterra Pipe & Precast, LLC	Invoice: 11678571 - Construction material through June 25, 2019	\$ 8,574.48
7/9/19	10	Wood & Associates Engineering, LLC	Invoice: 258 - Postage and blue printing services	\$ 127.20
7/31/19	11	Heath Construction & Management, LLC	Invoices: 223 & 234 - Construction Management 06/16/19 to 07/15/19	\$ 6,000.00
7/31/19	12	Wood & Associates Engineering, LLC	Invoice: 327 - Review and approval of PLUM report, bond forms and requisitions	\$ 312.50
7/31/19	13	Greenberg Traurig, P.A.	Invoice: 5110722 - TRAUD filing reimbursement	\$ 702.50
7/31/19	14	Hopping, Green & Sams	Invoice: 108318 - Project Constuction Legal Services - May 2019	\$ 228.29
7/31/19	15	Atlantic TNG, LLC	Phase 1 Construction Materials per Change Order 1	\$ 26,840.00
7/31/19	16	Atlantic TNG, LLC	Phase 1 Construction Materials per Change Order 2	\$ 69,933.00
7/31/19	17	The Kearney Companies, LLC	Pay Application 1 - Phase 2 Construction	\$ 326,184.22
8/6/19	18	Ferguson Waterworks	Invoices: 1754054 - 1755956 Phase 2 Construction Materials per Change Order 1	\$ 137,451.77
8/6/19	19	Atlantic TNG, LLC	Invoices: 124218 - 124387 Phase 2 Construction Materials per Change Order 1	\$ 39,175.00
8/6/19	20	Forterra Pipe & Precast, LLC	Invoice: 11678278 - Phase 2 Construction Materials per Change Order 1	\$ 65,637.20
8/6/19	21	Florida Soil Cement Co., LLC	Invoice: 19064 - Phase 2 Construction Materials per Change Order 1	\$ 3,202.98
8/6/19	22	QGS Development, Inc.	Pay Application 2 - Phase 1 Construction	\$ 210,118.45
8/6/19	23	Wildlife Foundation of Florida	Invoice: 19102930 - Gopher Tortoise Conservation Disturbed Site	\$ 17,613.00
8/6/19	24	Wood & Associates Engineering, LLC	Invoice: 329 - Phase 1 Engineering Contract Progress Billing through 07/07/19	\$ 1,662.50
8/15/19	25	QGS Development, Inc.	Pay Application 3 - Phase 1 Construction	\$ 341,499.20
9/14/19	26	Hopping, Green & Sams	Invoice: 108864 - Project Construction Legal Services - June 2019	\$ 101.50
9/14/19	27	Atlantic TNG, LLC	Phase 1 Construction Materials per Change Orders 3, 5 & 9	\$ 31,774.00
9/14/19	28	Ferguson Waterworks	Phase 1 Construction Materials per Change Orders 4, 6 & 10	\$ 195,789.93
9/14/19	29	Forterra Pipe & Precast, LLC	Phase 1 Construction Materials per Change Order 8	\$ 17,338.32
9/16/19	30	Highland Cassidy, LLC	Invoices: 242 & 254 - Construction Management 07/16/19 to 08/15/19	\$ 6,000.00
9/14/19	31	Atlantic TNG, LLC	Phase 1 Construction Materials per Change Order 11	\$ 8,505.00
9/14/19	32	Ferguson Waterworks	Phase 1 Construction Materials per Change Order 12	\$ 135,209.95
9/14/19	33	QGS Development, Inc.	Pay Application 4 - Phase 1 Construction	\$ 144,499.87
9/14/19	34	Hopping, Green & Sams	Invoice: 109435 - Project Construction Legal Services - July 2019	\$ 72.50
9/14/19	35	Highland Cassidy, LLC	Invoice: 261 - Construction Management 08/16/19 to 08/31/19	\$ 3,000.00
9/14/19	36	The Kearney Companies, LLC	Pay Application 2 - Phase 2 Construction	\$ 82,035.31
9/18/19	37	Ferguson Waterworks	Invoices: 1754095 - 1765533 Phase 2 Construction Materials per Change Order 2 & 4	\$ 170,838.43
9/18/19	38	Florida Soil Cement Co., LLC	Invoices: 19065 - 19076 Phase 2 Construction Materials per Change Order 2 & 4	\$ 37,895.76
9/18/19	39	Forterra Pipe & Precast, LLC	Invoice: 11679028 - Construction Materials per Change Order 2	\$ 6,755.52
9/18/19	40	The Kearney Companies, LLC	Pay Application 3 - Phase 2 Construction	\$ 4,880.88
9/18/19	41	Atlantic TNG, LLC	Invoices: 124402 - 125036 Phase 2 Construction Materials per Change Order 2 & 4	\$ 115,033.00
9/18/19	42	Ferguson Waterworks	Phase 1 Construction Materials per Change Order 13 & 14	\$ 178,325.74
N/A	43	The Kearney Companies, LLC	VOID	\$ -
TOTAL				\$ 2,838,762.16
Fiscal Year 2019				
7/1/19		Interest		\$ 1,892.19
8/1/19		Interest		\$ 9,288.22
9/1/19		Interest		\$ 6,805.39
TOTAL				\$ 17,985.80
Acquisition/Construction Fund at 06/25/18				\$ 6,099,104.54
Interest Earned thru 09/30/19				\$ 17,985.80
Requisitions Paid thru 09/30/19				\$ (2,838,762.16)
Remaining Acquisition/Construction Fund				\$ 3,278,328.18

**VillaMar
Community Development District**

Special Assessment Revenue Bonds, Series 2019

Date	Requisition #	Contractor	Description	Requisition
Fiscal Year 2020				
10/16/19	44	Highland Cassidy, LLC	Invoice: 270 - Construction Management 09/01/19 to 09/15/19	\$ 3,000.00
10/16/19	45	Wood & Associates Engineering, LLC	Invoices: 371, 372, 326, 401, 234 & 330 - Phase I & Phase 2 services from 4/1/19 to 9/8/19	\$ 10,845.00
10/16/19	46	The Kearney Companies, LLC	Pay Application 4 - Phase 2 Construction	\$ 533,208.35
10/18/19	47	Ferguson Waterworks	Phase 1 Construction Materials per Change Order 16	\$ 791.64
10/16/19	48	Highland Cassidy, LLC	Invoice: 280 - Construction Management 09/16/19 to 09/30/19	\$ 3,000.00
10/24/19	49	Ferguson Waterworks	Phase 2 Construction Materials per Change Order 7	\$ 81,911.19
10/24/19	50	Florida Soil Cement Co., LLC	Invoice: 19082 - Phase 2 Construction Materials per Change Order 7	\$ 11,171.56
10/16/19	51	QGS Development, Inc.	Pay Application 5 - Phase 1 Construction	\$ 250,805.54
10/16/19	52	Ferguson Waterworks	Phase 1 Construction Materials per Change Order 15	\$ 28,962.31
10/16/19	53	Ferguson Waterworks	Phase 1 Construction Materials per Change Order 17	\$ 10,876.03
10/28/19	54	Hopping, Green & Sams	Invoice: 109874 - Legal Advertisement	\$ 250.00
10/28/19	55	Highland Cassidy, LLC	Invoice: 298 - Construction Management 10/01/19 to 10/15/19	\$ 3,000.00
10/28/19	56	Ferguson Waterworks	Phase 1 Construction Materials per Change Order 18	\$ 20,561.44
10/25/19	57	City of Winter Haven	Plat Fees for VillaMar Phase 1	\$ 8,444.96
10/25/19	58	City of Winter Haven	Plat Fees for VillaMar Phase 2	\$ 5,684.60
11/7/19	59	The Kearney Companies, LLC	Invoice: 19389 - Payment Request 5 for 9/30/19 thru 10/31/19	\$ 235,971.54
11/7/19	60	QGS Development, Inc.	Pay Application 6 - Phase 1 Construction	\$ 513,149.55
11/7/19	61	Ferguson Waterworks	Phase 1 Construction Materials per Change Order 10	\$ 127,341.76
11/7/19	62	Atlantic TNG, LLC	Phase 1 Construction Materials per Change Order 10	\$ 882.00
11/7/19	63	Florida Soil Cement Co., LLC	Invoices: 19084 - 19087 - Phase 1 Construction Materials per Change Order 10	\$ 55,232.03
11/6/19	64	Hopping, Green & Sams	Invoice: 110703 - Project Construction Legal Services - Sept 2019	\$ 439.00
11/7/19	65	Wood & Associates Engineering, LLC	Invoices: 423 & 424 - Phase 1 & Phase 2 services thru 10/27/19	\$ 22,150.00
11/7/19	66	Highland Cassidy, LLC	Invoice: 308 - Construction Management 10/16/19 to 10/31/19	\$ 3,000.00
11/7/19	67	Horner Environmental Professionals, Inc.	Invoice: 216045 - Phase 2 services for September 2019	\$ 6,496.25
11/20/19	68	Ferguson Waterworks	Phase 1 Construction Materials per Change Order 19	\$ 7,303.24
11/21/19	69	Highland Cassidy, LLC	Invoice: 317 - Construction Management 11/1/19 to 11/15/19	\$ 3,000.00
11/25/19	70	Ferguson Waterworks	Phase 1 Construction Materials per Change Order 20	\$ 54.11
12/5/19	71	The Kearney Companies, LLC	Pay Application 6 - Phase 2 Construction	\$ 293,674.11
12/5/19	72	QGS Development, Inc.	Pay Application 7 - Phase 1 Construction	\$ 306,823.20
12/6/19	73	Ferguson Waterworks	Invoice: 1784503 - Phase 2 Construction Materials per Change Order 11	\$ 718.20
12/6/19	74	Florida Soil Cement Co., LLC	Invoices: 19086-CR, 19089, 19090, 19091, 19092, 19093, 19098, 19099 & 19100 - Phase 2 Construction Materials per Change Order 11	\$ 38,205.43
12/6/19	75	Highland Cassidy, LLC	Invoice: 328 - Construction Management 11/16/19 to 11/30/19	\$ 3,000.00
12/19/19	76	Highland Cassidy, LLC	Invoice: 335 - Construction Management 12/1/19 to 12/15/19	\$ 3,000.00
12/27/19	77	Ferguson Waterworks	Phase 1 Construction Materials per Change Order 22	\$ 6,562.02
12/27/19	78	Atlantic TNG, LLC	Phase 1 Construction Materials per Change Order 21	\$ 1,503.00
12/27/19	79	QGS Development, Inc.	Pay Application 8 - Phase 1 Construction	\$ 161,849.03
1/3/20	80	Highland Cassidy, LLC	Invoice: 344 - Construction Management 12/16/19 to 12/31/19	\$ 3,000.00
1/3/20	81	G.B. Collins Engineering	Invoices: 6335 & 6272 - Entry Pool Plan for Amenity Center	\$ 13,200.00
1/3/20	82	Furr & Wegman Architects, P.A.	Invoice: 1873.03 - Construction Documents & Additional Services for Amenity Center	\$ 1,857.29
1/3/20	83	Ferguson Waterworks	Invoices: 1780754, 1790704, 1790849, 1791056 & 1782146 - Phase 2 Construction Materials per Change Order 12	\$ 1,876.49
1/3/20	84	The Kearney Companies, LLC	Pay Application 7 - Phase 2 Construction	\$ 216,924.46
1/3/20	85	Tampa Electric	Invoice: 20191962 - Electrical Services for VillaMar CDD	\$ 187,723.45
1/14/20	86	Wood & Associates Engineering, LLC	Invoices: 504 & 509 - Phase 1 and Phase 1 Plat services thru 11/24/19	\$ 7,650.00
2/3/20	87	Highland Cassidy, LLC	Invoice: 354 - Construction Management 1/1/20 to 1/15/20	\$ 3,000.00
2/3/20	88	Wood & Associates Engineering, LLC	Invoice: 506 - Engineer Services 9/9/19 thru 11/27/19	\$ 1,200.00
2/3/20	89	Ferguson Waterworks	Phase 1 Construction Materials per Change Order 23	\$ 13,905.52
2/3/20	90	Ferguson Waterworks	Phase 1 Construction Materials per Change Order 24	\$ 6,177.18
2/3/20	91	Ferguson Waterworks	Phase 1 Construction Materials per Change Order 25	\$ 4,300.80
2/3/20	92	Ferguson Waterworks	Phase 1 Construction Materials per Change Order 26	\$ 3,424.45
2/3/20	93	Horner Environmental Professionals, Inc.	Invoice: 215987 - Permit updates	\$ 1,710.00
2/3/20	94	Wood & Associates Engineering, LLC	Invoices: 505 & 502 - Phase 2 services 9/9/19 thru 11/24/19 & Phase 2 Plat services 10/28/19 thru 11/24/19	\$ 10,600.00
11/21/20	95	Ferguson Waterworks	Invoices: 1753208-4, CM104354, CM104588, CM104635 - Phase 1 Construction Materials per Change Order 27	\$ 2,267.46
2/25/20	96	Tampa Electric Company	Invoice: 20191959 - Cunningham Road/CR 653	\$ 104,994.98
N/A	97	Highland Cassidy, LLC	VOID	\$ -
4/27/20	98	QGS Development, Inc.	Pay Application 9 - Phase 1 Construction	\$ 214,056.24
4/27/20	99	The Kearney Companies, LLC	Pay Application 8 & 9 - Phase 2 Construction	\$ 125,105.04
5/29/20	100	City of Winter Haven	Invoices: 54706, 54707 & 54708 - Pickett Plat Review Phases 1, 2 & 2A	\$ 3,852.50
5/29/20	101	Ferguson Waterworks	Phase 2 Construction Materials per Change Order 13 & 14	\$ 11,758.40
5/29/20	102	Ferguson Waterworks	Phase 1 Construction Materials per Change Order 28	\$ 671.12
5/29/20	103	Florida Soil Cement Co., LLC	Phase 2 Construction Materials per Change Order 13 & 14	\$ 81,655.89
5/29/20	104	Furr & Wegman Architects, P.A.	Invoice: 1873.04 - Amenity Center Architectural Services	\$ 1,089.86
5/29/20	105	GeoPoint Surveying	Invoice: 54305 - Surveying Services	\$ 7,447.50
5/29/20	106	Highland Cassidy, LLC	Invoice: 360, 373 & 382 - Construction Management Services - 01/16/20 - 02/29/20	\$ 9,000.00
5/29/20	107	Hopping, Green & Sams	Invoice: 112983 - Project Construction Services - January 2020	\$ 63.00
5/29/20	108	QGS Development, Inc.	Pay Application 10 - Phase 1 Construction	\$ 219,726.39
5/29/20	109	Wood & Associates Engineering, LLC	Invoices: 555 & 584 - Plat & Construction Engineering Services	\$ 4,962.50
6/11/20	110	Ferguson Waterworks	Phase 2 Construction Materials per Change Order 15 & 16	\$ 13,025.32
6/11/20	111	Ferguson Waterworks	Phase 1 Construction Materials per Change Order 29, 30, 31 & 32	\$ 4,863.82
6/11/20	112	Florida Soil Cement Co., LLC	Phase 2 Construction Materials per Change Order 15	\$ 5,839.48
6/11/20	113	GeoPoint Surveying	Invoice: 54887 - Surveying Services	\$ 3,817.50
6/11/20	114	Greenland Services, LLC	Invoice: 20330 - Phase 1 Clearing	\$ 400.00
6/11/20	115	Hopping, Green & Sams	Invoices: 113683 & 114169 - Project Construction Services	\$ 3,281.50
6/11/20	116	The Kearney Companies, LLC	Pay Application 10 & 11 - Phase 2 Construction	\$ 48,932.86
6/11/20	117	QGS Development, Inc.	Pay Applications 11 & 12 - Phase 1 Construction	\$ 112,031.29
6/11/20	118	Wood & Associates Engineering, LLC	Invoices: 403, 503, 532, 594, 639, 640 & 671 - Engineering Services	\$ 15,952.50
N/A	119	National Floor Insurance Program	Phase 2 - FEMA Submittal - VOIDED	\$ -
6/11/20	120	Cypress Signs	Invoice: m9216 - VillaMar Sign	\$ 2,152.75
6/11/20	121	Ferguson Waterworks	Phase 1 Construction Materials per Change Order 33	\$ 593.53
6/11/20	122	GeoPoint Surveying	Invoice: 56081 - Surveying Services	\$ 2,402.50
6/11/20	123	Highland Cassidy, LLC	Invoice: 389 - Construction Management Services - 03/01/20 - 03/15/20	\$ 3,000.00
6/11/20	124	Hopping, Green & Sams	Invoice: 114892 - Project Construction Services - April 2020	\$ 116.00
6/12/20	125	Wood & Associates Engineering, LLC	Invoices: 517 & 585 - Amenity Construction Engineering Services	\$ 1,803.31
8/18/20	126	QGS Development, Inc.	Pay Application 13 - Phase 1 Construction	\$ 287,201.73
6/11/20	127	Hub International Midwest West	Invoices: 1759035, 1759040 & 1759220 - Business Premiums Phase 1, 2 & 2A	\$ 27,575.00
6/11/20	128	Ferguson Waterworks	Phase 1 Construction Materials per Change Order 34	\$ 91.60
6/11/20	129	GeoPoint Surveying	Invoice: 56339 - Surveying Services	\$ 500.00
7/6/20	130	Ferguson Waterworks	Phase 1 Construction Materials per Change Order 35	\$ 1,332.57
7/6/20	131	Hopping, Green & Sams	Invoice: 115398 - Project Construction Services - May 2020	\$ 1,032.50
7/6/20	132	Wood & Associates Engineering, LLC	Invoices: 551, 638, 670, 684 & 685 - Construction Engineering Services	\$ 6,720.00
8/21/20	133	Danielle Fence	Invoice: 66473 - Fence Installation	\$ 7,384.00
8/21/20	134	Ferguson Waterworks	Phase 1 Construction Materials per Change Order 36	\$ 348.50
8/21/20	135	The Kearney Companies, LLC	Pay Applications 12 & 13 - Phase 2 Construction	\$ 229,500.38
8/21/20	136	Greenland Services, LLC	Invoice: 20905 & 20906 - Phase 1 & 2 Common Area & Buffer Landscape Installation	\$ 156,387.78
8/21/20	137	Hamilton Engineering & Surveying, Inc.	Invoice: 61623 - Construction Staking	\$ 487.50
8/21/20	138	Danielle Fence	Invoice: 99925 - Post & Rail Fence Deposit	\$ 6,997.20
TOTAL				\$ 4,969,838.73

VillaMar
Community Development District
Special Assessment Revenue Bonds, Series 2019

Fiscal Year 2020			
10/1/19	Interest		\$ 5,414.18
11/1/19	Interest		\$ 3,526.67
12/1/19	Interest		\$ 1,647.05
1/1/20	Interest		\$ 832.80
2/1/20	Interest		\$ 127.47
2/10/20		Rcvd overpayment from Atlantic TNG for Req # 62	\$ 42.00
2/10/20		Developer Funding Request	\$ 55,495.63
2/10/20		Rcvd overpayment from Ferguson for Req # 73 & 83	\$ 123.56
2/14/20		Rcvd overpayment from Ferguson for Req # 61	\$ 6,063.89
2/25/20		Rcvd overpayment from Florida Soil for Req # 63 & 74	\$ 4,449.41
3/1/20	Interest		\$ 65.92
4/1/20	Interest		\$ 3.89
4/20/20		Developer Funding Request	\$ 339,161.28
5/1/20	Interest		\$ 0.44
5/21/20		Developer Funding Request	\$ 330,855.49
6/1/20	Interest		\$ 0.43
6/5/20		Credit received on upsize in reclaim water improvement	\$ 264,513.51
7/1/20	Interest		\$ 0.32
8/1/20	Interest		\$ 0.05
8/13/20		Reimbursement for Engineering overpayment - Requisition 118	\$ 3,900.00
8/13/20		Developer Funding Request	\$ 287,201.73
8/20/20		Developer Funding Request	\$ 384,987.68
8/20/20		Developer Funding Request	\$ 6,997.20
TOTAL			\$ 1,695,410.60
			\$ 3,278,328.18
Acquisition/Construction Fund at 09/30/19			\$ 3,278,328.18
Interest Earned thru 08/31/20			\$ 1,695,410.60
Requisitions Paid thru 08/31/20			\$ (4,969,838.73)
Remaining Acquisition/Construction Fund			\$ 3,900.05

SECTION 3

Requisition	Payee/Vendor	Amount
133	Danielle Fence	\$ 7,384.00
134	Ferguson Waterworks	\$ 348.50
135	The Kearney Companies, LLC	\$ 229,500.38
136	Greenland Services, LLC	\$ 16,387.78
137	Hamilton Engineering & Surveying, Inc.	\$ 487.50
138	Danielle Fence	\$ 6,997.20
	TOTAL	\$ 261,105.36

SECTION 4



QGS Development, Inc.
 1450 S. Park Road, Plant City, FL 33566
 (813) 634-3326 ■ Fax (813) 634-1733

Deductive Material CO

Proposal Submitted To:

Work To Be Performed At

To: VillaMar CDD
 c/o Governmental Mgmt. Services
 Central Fla., LLC
 135 W. Central Blvd., Suite 320
 Orlando, FL 32801
 Attn: Jill Burns

VillaMar Ph 1 Infrastructure Improvements
 Cunningham Rd., W. of Old Bartow Rd.
 Winter Haven, FL
 (QGS Job #19-7191)

Date: August 17, 2020

Deductive Material CO No.: 37

We hereby provide the following for Owner Direct Material Purchases:

1) Ferguson – Per Attached Invoices (\$2,481.38)

Total Deductive Material CO (\$2,481.38)

The above and attached work to be completed for:

*****As Indicated Above*****

With payments made as follows:

Per Contract

Any alteration or deviation from the above specifications involving extra costs will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control.

The Purchaser: Hereby agrees that the contractor shall, at any time after ten (10) days of Purchaser's default in payment as hereby above provided, have the right to place liens and hire attorneys for the collection of the past due amount. All costs in collection and the additional cost of 10% APR interest will be due.

Note this proposal may be withdrawn by us if not accepted within 10 days.

ACCEPTANCE

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specific. Payment will be made as outlined above.

Signature: 
 Owner or Representative

Date: _____

Signature: 
 QGS Development, Inc.

Date: August 17, 2020

SECTION 5

DS
Wkt



1934

QGS Development, Inc.
1450 S. Park Road, Plant City, FL 33566
(813) 634-3326 ■ Fax (813) 634-1733

Proposal/Request for CO

Proposal Submitted To: _____ Work To Be Performed At _____

To: VillaMar CDD
c/o Governmental Management
Services Central Fla., LLC
135 W. Central Blvd., Suite 320
Orlando, FL 32801
Attention: Jill Burns

VillaMar Ph 1 Infrastructure Improvements
Cunningham Rd. West of Old Bartow Rd.
Winter Haven, FL (Polk County)
(QGS Job #19-7191)

Date: September 4, 2020

Proposal/Request for CO No.: 7

We hereby request a Change Order for the following:

- 1) Amenity Center – Revised Grading Plan
Received 8/26/20 – Per Attached \$2,198.19

Total Proposal / Request for CO \$2,198.19

The above work to be completed:

*****As Indicated Above*****

With payments made as follows: _____ Per Contract _____

Any alteration or deviation from the above specifications involving extra costs will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control.

The Purchaser: Hereby agrees that the contractor shall, at any time after ten (10) days of Purchaser's default in payment as hereby above provided, have the right to place liens and hire attorneys for the collection of the past due amount. All costs in collection and the additional cost of 10% APR interest will be due.

Note this proposal may be withdrawn by us if not accepted within 10 days.

ACCEPTANCE OF PROPOSAL / REQUEST FOR CHANGE ORDER

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature: W - Wood
Owner or Representative

Date: 9-4-20

Signature: Jorge D. D...
QGS Development, Inc.

Date: September 4, 2020