

*VillaMar*  
*Community Development District*

*Meeting Agenda*

*January 20, 2022*

# AGENDA

# *VillaMar*

## *Community Development District*

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219 E. Livingston St., Orlando, Florida 32801

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

January 13, 2022

**Board of Supervisors  
VillaMar  
Community Development District**

Dear Board Members:

A meeting of the Board of Supervisors of **VillaMar Community Development District** will be held **Thursday, January 20, 2022, at 10:00 AM** at the **Holiday Inn – Winter Haven, 200 Cypress Gardens Blvd., Winter Haven, FL 33880.**

**Zoom Video Join Link:** <https://us06web.zoom.us/j/89351049975>

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

**Meeting ID:** 893 5104 9975

Following is the advance agenda for the meeting:

### **Board of Supervisors Meeting**

1. Roll Call
2. Public Comment Period (<sup>1</sup>Speakers will fill out a card and submit it to the District Manager prior to the beginning of the meeting)
3. Approval of Minutes of the November 18, 2021, Board of Supervisors Meeting and November 30, 2021 and December 7, 2021 Continued Meetings
4. Consideration of Resolution 2022-05 Directing Chairman and District Staff to File a Petition Amending District Boundaries
5. Consideration of Boundary Amendment Funding Agreement
6. Consideration of Agreement from ProPlaygrounds for Pool Shade
7. Consideration of Equipment/Lease Purchase Agreement for Pool Shade (*to be provided under separate cover*)
8. Consideration of Arbitrage Rebate Report for Series 2020 Bonds
9. Consideration of 2022 Data Sharing and Usage Agreement with Polk County Property Appraiser
10. Consideration of Contract Agreement with Polk County Property Appraiser

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<sup>1</sup> Comments will be limited to three (3) minutes

11. Staff Reports

- A. Attorney
- B. Engineer
- C. Field Manager's Report
- D. District Manager's Report
  - i. Approval of Check Register
  - ii. Balance Sheet & Income Statement
  - iii. Ratification of:
    - a) Summary of Series 2020 Requisitions #99 to #113
    - b) Series 2020 Phase 3 FY 22 Funding Request #3
    - c) Kearney CO #7 for Phase 4

12. Other Business

13. Supervisors Requests and Audience Comments

14. Adjournment



# 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 Thursday, **November 18, 2021** at 10:00 a.m. at the Holiday Inn – Winter Haven, 200 Cypress Gardens Blvd., Winter Haven, Florida.

Present and constituting a quorum:

Rennie Heath	Chairman
Lauren Schwenk	Vice Chairman
Patrick Marone	Assistant Secretary
Brian Walsh	Assistant Secretary

Also, present were:

Jill Burns	District Manager, GMS
Roy Van Wyk	KE Law Group
Marshall Tindall	GMS
Clayton Smith	GMS

*The following is a summary of the discussions and actions taken at the November 18, 2021 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 there were four Supervisors present, constituting a quorum.

**SECOND ORDER OF BUSINESS**

**Public Comment Period**

Ms. Burns stated no members of the public were in attendance in person or via Zoom.

**THIRD ORDER OF BUSINESS**

**Organizational Matters**

**A. Administration of Oaths of Office to Elected Board Members (Brian Walsh, Patrick Marone, and Lauren Schwenk)**

Ms. Burns swore in all three Board members and had them sign their oaths of office.

**B. Consideration of Resolution 2022-01 Canvassing and Certifying the Results of the Landowners' Election**

Ms. Burns stated that a landowners' election was held on November 2<sup>nd</sup> and three Supervisors were elected with Mr. Walsh and Ms. Schwenk receiving 250 votes each and Mr. Marone receiving 200 votes. She noted that Mr. Walsh and Ms. Schwenk would serve 4-year terms and Mr. Marone would serve a 2-year term.

On MOTION by Mr. Heath, seconded by Ms. Schwenk, with all in favor, Resolution 2022-01 Canvassing and Certifying the Results of the Landowner's Election, was approved.

**C. Consideration of Resolution 2022-02 Electing Officers**

Ms. Burns stated that Mr. Heath would be Chair, Ms. Schwenk would serve as Vice Chair, and the other three Supervisors and Mr. Flint would serve as Assistant Secretaries, and Ms. Burns herself as Secretary. She asked for motion to approve.

On MOTION by Ms. Schwenk, seconded by Mr. Heath, with all in favor, Resolution 2022-02 Electing Officers as slated above, was approved.

**FOURTH ORDER OF BUSINESS****Approval of Minutes of the October 21, 2021 Board of Supervisors Meeting and November 2, 2021 Landowners' Election**

Ms. Burns presented the October 21, 2021 Board of Supervisors and November 2, 2021 Landowners' Election meeting minutes. She asked if there were any corrections to the minutes. Hearing none, there was a motion of approval.

On MOTION by Ms. Schwenk, seconded by Mr. Walsh, with all in favor, the Minutes of the October 21, 2021 Board of Supervisors Meeting and November 2, 2021 Landowners' Election, were approved.

**FIFTH ORDER OF BUSINESS****Consideration of Resolution 2022-03 Amending the Fiscal Year 2021 Budget**

Ms. Burns noted that the resolution was a technicality for the audit so that if the District went over budget, the auditors would have them bring it back to the Board to have them reapprove it. She stated for Fiscal Year 2021 they were over the total budget amount due to there

being some carry-forward from the prior year water costs. She explained that the resolution was just a revised and adopted budget for Fiscal Year 2021 and asked that it be approved.

On MOTION by Mr. Walsh, seconded by Ms. Schwenk, with all in favor, Resolution 2022-03 Amending the Fiscal Year 2021 Budget, was approved.

#### **SIXTH ORDER OF BUSINESS**

#### **Consideration of Equipment/Lease Purchase Agreement for Pool Shade *(to be provided under separate cover)***

Ms. Burns noted that the total amount for the quote was \$59,999 for a shade structure at the pool but added that they did not have money in the budget for it. Mr. Marone responded that he was going to talk to Gary to see if they would be able to defer the payments to the next fiscal year. After discussion, the Board decided to table this item until funds were lined up and attainable.

#### **SEVENTH ORDER OF BUSINESS**

#### **Review and Ranking of Proposals Received for Phase 5 Construction Services (Note: bid deadline has been extended to November 22, 2021)**

*\*This item was tabled until the continued meeting.*

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

#### **Staff Reports**

##### **A. Attorney**

Mr. Van Wyk noted that he had a bond validation hearing scheduled for December 2, 2021, therefore they would most likely have a bond issuance mid-January. He noted the meeting would be at 1:45 p.m. via Zoom.

##### **B. Engineer**

There being none, the next followed.

##### **C. Field Manager's Report**

Mr. Tindall presented the field manager's report to the Board which can be found in the agenda package. He presented one proposal to the Board.

**i. Consideration of Proposal for Adding Wheelchair Access Ramps to Amenity Parking Lot (to be provided under separate cover)**

*\*This item was tabled for later discussion.*

**D. District Manager's Report**

**i. Approval of the Check Register**

Ms. Burns presented the check register. She asked for any questions or comments, and hearing none, asked for a motion to approve.

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

**ii. Balance Sheet and Income Statement**

Ms. Burns presented the unaudited financials and there was no Board action for this item.

**iii. Ratification of:**

- a) Series 2020 Requisition #98
- b) Series 2021 Phase 4 FY 21 Funding Request #1
- c) Series 2020 Phase 3 FY 22 Funding Request #1 and #2

Ms. Burns stated that these had already been approved and funded and asked for them to be ratified.

On MOTION by Mr. Heath, seconded by Ms. Schwenk, with all in favor, the Series 2020 Requisitions #98 and Series 2021 Phase 4 FY 21 Funding Request #1 and FY 22 Funding Request #1-#2, were ratified.

**NINTH ORDER OF BUSINESS**

**Other Business**

There being no other business, the next item followed.

**TENTH ORDER OF BUSINESS**

**Supervisors Requests and Audience Comments**

Ms. Burns asked if there were any supervisors requests or audience comments.

One resident asked if the Board followed through about the incident at the pool with the representative from Express. Ms. Burns responded that they were able to find out that the

representative did work for Express and was also a resident of the community, therefore they did have a right at the pool but were not allowed to be unattended.

Another resident asked about street parking, and Ms. Burns explained that for an Amenity facility, the general rule would be no overnight parking from 9:00 p.m. to 6:00 a.m., adding that they could get signs that say “*No parking overnight, all violators will be towed*” to see if that took care of the problem on its own. The Board agreed to order signs.

**ELEVENTH ORDER OF BUSINESS**

**Continue Meeting to Tuesday, November 30, 2021 @ 9:45 AM at the Holiday Inn Winter Haven, 200 Cypress Gardens Blvd, Winter Haven, FL 33880**

The meeting was continued.

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

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Secretary/Assistant Secretary

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Chairman/Vice Chairman

**MINUTES OF MEETING  
VILLAMAR  
COMMUNITY DEVELOPMENT DISTRICT**

The continued meeting of the Board of Supervisors of the VillaMar Community Development District was held on Tuesday, **November 30, 2021** at 9:45 a.m. at the Holiday Inn – Winter Haven, 200 Cypress Gardens Blvd., Winter Haven, Florida.

Present and constituting a quorum:

Rennie Heath	Chairman
Lauren Schwenk	Vice Chairman
Patrick Marone	Assistant Secretary

Also, present were:

Jill Burns	District Manager, GMS
Roy Van Wyk	KE Law Group
Marshall Tindall	GMS
Clayton Smith	GMS

*The following is a summary of the discussions and actions taken at the November 30, 2021 VillaMar Community Development District's Continued Board of Supervisor's Meeting.*

**FIRST ORDER OF BUSINESS**

**Roll Call**

Ms. Burns called the meeting to order and noted that there were three Supervisors present constituting a quorum.

**SECOND ORDER OF BUSINESS**

**Public Comment Period**

Ms. Burns stated no members of the public were in attendance in person or via Zoom.

**THIRD ORDER OF BUSINESS**

**Review and Ranking of Proposals  
Received for Phase 5 Construction Services** *(to be provided under separate cover)*

Ms. Burns stated that they did not have the ranking proposals from the District Engineer yet. She said they are looking to continue this meeting to Tuesday, December 7<sup>th</sup>. This item was tabled and will be discussed at the next continued meeting on December 7<sup>th</sup>, 2021.

**FOURTH ORDER OF BUSINESS**

**Staff Reports**

- A. Attorney**
- B. Engineer**
- C. Field Manager's Report**
- D. District Manager's Report**

**FIFTH ORDER OF BUSINESS**

**Other Business**

There being no other business, the next item followed.

**SIXTH ORDER OF BUSINESS**

**Supervisors Requests and Audience  
Comments**

There being no other business, the next item followed.

**SEVENTH ORDER OF BUSINESS**

**Continue Meeting to Tuesday, December  
7, 2021 @ 1:00 PM at the Holiday Inn  
Winter Haven, 200 Cypress Gardens  
Blvd, Winter Haven, FL 33880**

The meeting was continued.

On MOTION by Mr. Heath, seconded by Ms. Schwenk, with all in favor, the meeting was continued.
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Secretary/Assistant Secretary

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Chairman/Vice Chairman



**MINUTES OF MEETING  
VILLAMAR  
COMMUNITY DEVELOPMENT DISTRICT**

The continued meeting of the Board of Supervisors of the VillaMar Community Development District was held on Thursday, **December 7, 2021** at 1:00 p.m. at the Holiday Inn – Winter Haven, 200 Cypress Gardens Blvd., Winter Haven, Florida.

Present and constituting a quorum:

Rennie Heath	Chairman
Lauren Schwenk	Vice Chairman
Patrick Marone	Assistant Secretary
Brian Walsh <i>by phone</i>	Assistant Secretary

Also, present were:

Jill Burns	District Manager, GMS
Roy Van Wyk	KE Law Group
John Bannon	

*The following is a summary of the discussions and actions taken at the December 7, 2021 VillaMar Community Development District's Continued Board of Supervisor's Meeting.*

**FIRST ORDER OF BUSINESS**

**Roll Call**

Ms. Burns called the meeting to order and noted that there were three Supervisors present, constituting a quorum.

**SECOND ORDER OF BUSINESS**

**Public Comment Period**

Ms. Burns stated no members of the public were in attendance in person or via Zoom.

**THIRD ORDER OF BUSINESS**

**Review and Ranking of Proposals  
Received for Phase 5 Construction Services *(to be provided under separate cover)***

Ms. Burns reviewed the bid evaluations with the Board. Mr. John Bannon gave an overview of the rankings. Mr. Bannon noted that Kearney had a complete bid and they were

good on price. He suggested that the Board rank Kearney #1 and Ms. Burns asked the Board to authorize staff to send a Notice of Intent to Award.

Ms. Burns noted that Kearney had 98.5 points, Tucker had 87.3, and Cobb had 87.25.

Mr. Wyk asked Mr. Bannon if the bids were received timely and if all the bids the Board had were responsive to the bid proposals that were put out. Mr. Bannon confirmed yes, they were received on time. There were some clarifications that they asked the bidders for and Kearney was the only proposer to provide clarifications timely.

On MOTION by Mr. Heath, seconded by Ms. Schwenk, with all in favor, Ranking the Kearney Proposal for Phase 5 Construction Services #1 and Authorizing Staff to Send a Notice of Intent to Award, was approved.

#### **FOURTH ORDER OF BUSINESS**

#### **Staff Reports**

Ms. Burns asked the Board if they would like to hold their regularly scheduled meeting the following week on December 16<sup>th</sup>. The Board decided to cancel that meeting.

#### **FIFTH ORDER OF BUSINESS**

#### **Other Business**

There being no other business, the next item followed.

#### **SIXTH ORDER OF BUSINESS**

#### **Supervisors Requests and Audience Comments**

Ms. Burns asked if there were any supervisors requests or audience comments. Hearing none,

#### **SEVENTH ORDER OF BUSINESS**

#### **Adjournment**

The meeting was adjourned.

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

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Secretary/Assistant Secretary

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Chairman/Vice Chairman

## SECTION IV

## RESOLUTION 2022-05

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE VILLAMAR COMMUNITY DEVELOPMENT DISTRICT DIRECTING THE CHAIRPERSON AND DISTRICT STAFF TO FILE A PETITION WITH THE CITY OF WINTER HAVEN, FLORIDA, REQUESTING THE ADOPTION OF AN ORDINANCE AMENDING THE DISTRICT'S BOUNDARIES, AND AUTHORIZING SUCH OTHER ACTIONS AS ARE NECESSARY IN FURTHERANCE OF THE BOUNDARY AMENDMENT PROCESS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the District is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes* ("Act"), as established by Ordinance No. O-18-70, adopted by the City Commission of the City of Winter Haven, Florida, effective November 26, 2018, as amended by Ordinance No. O-20-40, effective October 26, 2020, and further amended by Ordinance No. O-21-32, effective April 12, 2021 (together, the "Ordinance"), and being situated within the City of Winter Haven, Florida (the "City"); and

**WHEREAS**, pursuant to the Act, the District is authorized to construct, acquire, operate and maintain infrastructure improvements and services; and

**WHEREAS**, the District presently consists of approximately 435.63 acres of land, more or less, as more fully described in the Ordinance; and

**WHEREAS**, the developer of the lands within the District ("Developer"), has approached the District and requested the District petition to amend its boundaries to add approximately 119.48 acres of land, more or less, as more particularly described in the attached **Exhibit A** ("Boundary Amendment Parcels"); and

**WHEREAS**, the proposed boundary amendment is in the best interests of the District and the area of land within the proposed amended boundaries of the District will continue to be of sufficient size, sufficiently compact, and sufficiently contiguous to be developable as one functionally related community; and

**WHEREAS**, conveyance of the Boundary Amendment Parcels in **Exhibit A** to the Developer is not inconsistent with either the State or local comprehensive plans; and

**WHEREAS**, in order to seek a boundary amendment pursuant to Chapter 190, *Florida Statutes*, the District desires to authorize District staff, including but not limited to legal, engineering, and managerial staff, to provide such services as are necessary throughout the pendency of the boundary amendment process; and

**WHEREAS**, the retention of any necessary consultants and the work to be performed by District staff may require the expenditure of certain fees, costs, and other expenses by the District as authorized by the District’s Board of Supervisors (“Board”); and

**WHEREAS**, the District desires to petition to amend its boundaries in accordance with the procedures and processes described in Chapter 190, *Florida Statutes*, which processes include the preparation of a petition to the City, and such other actions as are necessary in furtherance of the boundary amendment process.

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

**SECTION 1.** The recitals stated above are true and correct and by this reference are incorporated into and form a material part of this Resolution.

**SECTION 2.** The Board hereby directs the Chairperson and District staff to proceed in an expeditious manner with the preparation and filing of a petition and related materials with the City to seek the amendment of the District’s boundaries to convey the lands depicted in **Exhibit A**, pursuant to Chapter 190, *Florida Statutes*, and authorizes the prosecution of the procedural requirements detailed in Chapter 190, *Florida Statutes*, for the amendment of the District’s boundaries.

**SECTION 3.** The Board hereby authorizes the District Chairperson, District Manager and District Counsel to act as agents of the District with regard to any and all matters pertaining to the petition to the City and/or the County to amend the boundaries of the District.

**SECTION 4.** This Resolution shall become effective upon its passage.

**PASSED AND ADOPTED** this 20<sup>th</sup> day of January, 2022.

ATTEST:

**VILLAMAR COMMUNITY  
DEVELOPMENT DISTRICT**

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Secretary/Assistant Secretary

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Chairperson, Board of Supervisors

**Exhibit A:** Boundary Amendment Parcels

## EXHIBIT A

**Parcel No.: 262915-000000-012030**

NLY MOST 10 ACRES OF THE FOLLOWING DESC PROPERTY: THE S 1730 FT OF BEG NW COR OF SW1/4 OF NE1/4 RUN E 1296.44 FT TO POB RUN E 1407.48 FT S 2662.86 FT N 88 DEG 52 MIN 30 SEC W 1413.64 FT N 538.05 FT W 5.1 FT N 1709.20 FT E 5.1 FT N 403.85 FT TO POB

**Parcel No.: 262915-000000-012090**

N 998.8 FT OF S 1730 FT OF FOLL DESC: BEG NW COR OF SW1/4 OF NE1/4 RUN E 1296.44 FT TO POB RUN E 1407.48 FT S 2662.86 FT N88-52-30W 1413.64 FT N 538.05 FT W 5.1 FT N 1709.20 FT E 5.1 FT N 403.85 FT TO POB LESS NLY 10 ACRES THEREOF

**Parcel No.: 262915-000000-021010**

S 1730 FT OF BEG NW COR OF SW1/4 OF NE1/4 RUN E 1296.44 FT TO POB RUN E 1407.48 FT S 2662.86 FT N88-52-30W 1413.64 FT N 538.05 FT W 5.1 FT N 1709.20 FT E 5.1 FT N 403.85 FT TO POB LESS NLY 998.8 FT THEREOF

**Parcel No.: 262914-000000-034010**

THAT PT SEC 14, 15 & 22 DESC AS: COMM NW COR SEC 14 S0-22-50E ALONG W BNDY SEC 14 1802.91 FT TO POB CONT S0-22-50E 2182.81 FT TO SW COR NW1/4 SW1/4 SEC 14 N89-31-21W 2684.66 FT TO NW COR SW1/4 SE1/4 SEC 15 S0-41-29E 1005.48 FT TO PT ON NELY R/W CSX RR S37-02-29E ALONG SAID RR R/W 686.34 FT N53-01-53E 614.48 FT N45-42-28W 53.68 FT N56-36-56W 42.64 FT N29-28-50W 40.44 FT N3-0-41E 40.1 FT N44-54-40E 45.79 FT N66-02E 49.82 FT N79-48-29E 49.31 FT N82-02-58E 50.54 FT S72-0-58E

## SECTION V

**BOUNDARY AMENDMENT FUNDING AGREEMENT BY AND AMONG  
THE VILLAMAR COMMUNITY DEVELOPMENT DISTRICT  
AND VMAR DEV, LLC**

THIS AGREEMENT (“Agreement”) is made and entered into this 20<sup>th</sup> day of January, 2022, by and between:

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

**VMAR DEV LLC**, a Florida limited liability company, with a mailing address of 346 East Central Avenue, Winter Haven, Florida 33880 (“Developer”), and

**RECITALS**

**WHEREAS**, the District is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes (“Act”), as established by Ordinance No. O-18-70, adopted by the City Commission of the City of Winter Haven, Florida, effective November 26, 2018, as amended by Ordinance No. O-20-40, effective October 26, 2020, and further amended by Ordinance No. O-21-32, effective April 12, 2021 (together, the “Ordinance”), and being situated within the City of Winter Haven, Florida (the “City”); and

**WHEREAS**, pursuant to the Act, the District is authorized to construct, acquire, and maintain infrastructure improvements and services within and without the boundaries of the District; and

**WHEREAS**, the District presently consists of approximately 435.63 acres of land, more or less, as more fully described in the Ordinance; and

**WHEREAS**, Developer has approached the District and requested the District petition to amend its boundaries to add approximately 119.48 acres of land, more or less; and

**WHEREAS**, the amendment proposed by Developer is within the amendment size restrictions contained within section 190.046(1), *Florida Statutes*, and will result in the District being comprised of approximately 555.11 acres, more or less; and

**WHEREAS**, the District agrees to petition to amend its boundary in accordance with the procedures and processes described in Chapter 190, *Florida Statutes*, which processes include the preparation of a petition to the City and such other actions as are necessary in furtherance of the boundary amendment process; and

**WHEREAS**, in order to seek a boundary amendment pursuant to Chapter 190, *Florida Statutes*, the District desires to authorize District staff, including but not limited to legal,



engineering, and managerial staff, to provide such services as are necessary throughout the boundary amendment process; and

**WHEREAS**, any such work shall only be performed in accord with the authorizations of the District's Board of Supervisors ("Board"); and

**WHEREAS**, the retention of any necessary consultants and the work to be performed by District staff may require the expenditure of certain fees, costs, and other expenses by the District as authorized by the Board; and

**WHEREAS**, Developer desires to provide sufficient funds to the District to reimburse the District for any such expenditures including but not limited to legal, engineering, and other consultant fees, filing fees, administrative, and other expenses, if any.

**NOW, THEREFORE**, based upon good and valuable consideration and mutual covenants of the parties, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**SECTION 1. PROVISION OF FUNDS.** Developer agrees to make available to the District such monies as are necessary to enable the District to proceed with the boundary amendment and to provide such monies as are necessary to enable District staff, including legal, engineering, and managerial staff, to assist in the boundary amendment process and proceedings. Developer will make such funds available monthly, within thirty (30) days of a written request by the District. The funds shall be placed in the District's depository as determined by the District.

**SECTION 2. DISTRICT USE OF FUNDS.** The District agrees to use such funds solely for the fees, costs, and other expenditures accruing or accrued for seeking an amendment to the boundaries of the District in accord with Chapter 190, *Florida Statutes*. The District agrees to use good faith best efforts to proceed in an expeditious manner with the preparation and filing of the petition and related materials to seek the amendment of the District's boundary pursuant to Chapter 190, *Florida Statutes*, and with the prosecution of the procedural requirements detailed in Chapter 190, *Florida Statutes*, for the amendment of the District's boundary. The District also agrees to make monthly requests for necessary funds from Developer for reimbursement for services of the boundary amendment team, as described in Section 1 of this Agreement. The District shall not reimburse Developer for funds made available to the District under this Agreement.

**SECTION 3. DEFAULT.** A default by either party under 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 damages, injunctive relief and/or specific performance.

**SECTION 4. 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.

**SECTION 5. AGREEMENT.** This instrument shall constitute the final and complete expression of this Agreement between the parties relating to the subject matter of this Agreement.

**SECTION 6. AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing executed by both parties hereto.

**SECTION 7. AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of all parties to this Agreement, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

**SECTION 8. NOTICES.** All notices, requests, consents and other communications under this Agreement ("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 the District: VillaMar Community  
Development District  
219 East Livingston Street  
Orlando, Florida 32801  
Attn: District Manager
- With a copy to: KE Law Group, PLLC  
P.O. Box 6386  
Tallahassee, Florida 32314  
Attn: District Counsel
- B.** If to Developer: Vmar Dev LLC  
346 East Central Avenue  
Winter Haven, Florida 33880  
Attn: Adam Rhinehart
- With a copy to: Straughn & Turner P.A.  
255 Magnolia Ave, SW  
Winter Haven, Florida 33883  
Attn: Richard Straughn

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth in this Agreement. 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 parties.

Any party or other person to whom Notices are to be sent or copied may notify the other parties and addresses 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 addresses set forth in this Agreement.

**SECTION 9. THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the formal parties to this Agreement 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 to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties to this Agreement 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 contained in this Agreement shall inure to the sole benefit of and shall be binding upon the parties to this Agreement and their respective representatives, successors, and assigns.

**SECTION 10. ASSIGNMENT.** Neither party may assign this Agreement or any monies to become due hereunder without the prior written approval of the other party. Any purported assignment without such prior written approval shall be null and void.

**SECTION 11. CONTROLLING LAW.** This Agreement and the provisions contained herein shall be construed, interpreted, and controlled according to the laws of the State of Florida.

**SECTION 12. EFFECTIVE DATE.** The Agreement shall be effective after execution by both parties to this Agreement and shall remain in effect unless terminated by either of the parties.

**SECTION 13. PUBLIC RECORDS.** The Developer understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Developer agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Developer acknowledges that the designated public records custodian for the District is Governmental Management Services – Central Florida, LLC (“Public Records Custodian”). Among other requirements and to the extent applicable by law, the Developer shall: (1) keep and maintain public records required by the District to perform the service; (2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; (3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Developer does not transfer the records to the Public Records Custodian of the District; and (4) upon completion of the contract, transfer to the District, at no cost, all public records in Developer’s possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Developer, the Developer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records

stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

**IF THE DEVELOPER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DEVELOPER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 219 EAST LIVINGSTON STREET, ORLANDO, FLORIDA 32801, TELEPHONE: (407) 839-5524, FAX: (407) 839-1526, OR EMAIL: RECORDREQUEST@GMSCFL.COM.**

**SECTION 14. ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and doubtful language will not be interpreted or construed against any party.

**SECTION 15. SOVEREIGN IMMUNITY.** Developer agrees that nothing in this Agreement shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, *Florida Statutes*, or other statutes or law.

**SECTION 16. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

**SECTION 17. COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

*[Signatures on next page]*

IN WITNESS THEREOF, the parties execute this agreement the day and year first written above.

ATTEST:

**VILLAMAR COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chairperson, Board of Supervisors

WITNESS:

**VMAR DEV, LLC**  
a Florida limited liability company

\_\_\_\_\_  
Print Name:\_\_\_\_\_

\_\_\_\_\_  
By: Adam Rhinehart  
Its: Manager

## SECTION VI



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

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

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

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

**TOTAL CONTRACT AMOUNT:** \$59,999

**PROJECT NAME:** Villamar CDD Pool shade **AGREEMENT #:** 14097

**PROJECT ADDRESS:** 205 Cunningham Road, Winter Haven, FL 33884

**OWNER:** Villamar CDD c/o Jill Burns  
219 E. Livingston St.  
Orlando, FL 32801

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

#### WITNESSETH

**WHEREAS** Owner desires to:

Furnish all labor, materials and permitting to:

1. Install (2) custom curved Suspended Cantilever Shades - Pool Area
2. Install (1) Integrated Shade w column to existing Tidewater Playground

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

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

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

#### **ARTICLE 1 – SCOPE OF WORK**

1.1 Contractor does hereby promise that it will, for and in consideration of the payments hereinafter specified, furnish all manpower, labor, supervision, tools, equipment, materials, and all other things necessary or required to Install (2) custom curved Suspended Cantilever Shades - Pool Area and (1) Integrated Shade w column to existing Tidewater Playground; hereinafter referred to as the "Work" all in strict accordance with the drawings, plans, estimates, proposals and other documents which are attached hereto as Exhibit(s) and expressly incorporated herein by reference and made a part hereof and hereinafter referred to as the "Contract Documents". Contract documents include:

Contractor Initial aa

Page 1 of 8

Owner Initial \_\_\_\_\_



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

1. 2D/3D Site Plans.
  2. Estimates.
  3. Insurance Certificates.
  4. Manufactures Warranties.
- 1.2 Contractor shall not be responsible or held liable for any Work or complications that arise by items or conditions outside of the scope of this Agreement. This includes but is not limited to drainage issues, unforeseen conditions, grading and erosion problems, and any and all things outside of the scope of this Agreement.
- 1.3 Contractor shall complete an excavation permit known as an 811 permit in advance of starting Work as required by law. This service is provided by the utility companies to mark out utility lines on the property. On private property, the free 811 services may not be able or be willing to locate all buried utilities. In this instance, Owner may at its discretion and expense choose to hire and utilize a private company for the purpose of locating buried utilities or hazards not detected by the free 811 service and is encouraged to do so.
- 1.4 Owner acknowledges Contractor shall not be responsible for any damage to unmarked buried utilities, nor shall Contractor repair or pay for the repair of damaged utilities that have not been marked. The term utilities mean any buried object including but not limited to: irrigation lines, water lines, gas lines, electrical lines, data and communication lines, sewer lines, septic tanks, fuel storage tanks or any other buried objects. The term marked means that the entire path of the object has been marked clearly and accurately within 24" of the object on the ground via fluorescent marking paint or flags.
- 1.5 Contractor shall not be responsible for any unforeseen soil anomalies or differing site conditions, should soil abnormalities be encountered, including rock, muck or any other items that may create additional work or installation difficulties, those costs shall be adjusted via a change order. Owner is responsible for all geotechnical investigation.

## **ARTICLE 2 – PROSECUTION OF THE WORK**

- 2.1 Due to the nature of the Scope, Contractor is at the mercy of its suppliers and manufacturer(s). Work cannot begin on any portion of the job until all material and equipment deliveries have been scheduled and confirmed. The items to complete the Work must be furnished and available to do so. Contractor will be in communication with Owner regarding the scheduling and delivery of materials as well as the prosecution of the Work on a regular basis.
- 2.2 The Contractor expressly understands that time is of the essence of this Agreement and therefore agrees to procure and prepare its materials and manufactured products in a timely manner so as to be ready to begin Work as soon as possible. Contractor shall perform all Work required under this Agreement in a diligent and prompt manner and shall proceed and operate in such ways to ensure the continued progression of the project and make all attempts to remain on schedule.
- 2.3 The Work is tentatively scheduled to be completed by 5/7/21. This date is subject to materials and equipment being manufactured in a timely fashion that will allow Contractor to complete installation by said date. This date is subject to change based on these conditions. The estimated duration of the Work from start to finish is 8-10 days.
- 2.4 Not all Work will require a permit, for Work that does require a permit, the permitting process and responsibilities of Contractor and Owner shall be determined as follows:
- ☒ Contractor shall be responsible for acquiring necessary permits for this project.
  - ☐ Owner, Prime/General Contractor or other third party shall be responsible for acquiring necessary permits for this project.
  - ☐ Owner shall be responsible for the costs of all permits and related drawings and requirements.

Contractor Initial aa

Owner Initial \_\_\_\_\_





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

- ☒ Contractor shall be responsible for the costs of all permits and related drawings and requirements.

### **ARTICLE 3 – WORKMANSHIP**

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

### **ARTICLE 4 – PREMISES**

- 4.1 Contractor agrees to keep the premises and other project areas reasonably clean of debris and trash resulting from the performance of Contractor's Work. Contractor will also make efforts to highlight and block off potentially hazardous areas or obstacles present on the premises during the construction process in compliance with regulations.
- 4.2 Owner has the right at any time to visits the premises to check on progress or for purposes of communication; however, Contractor must be notified of such visits to ensure the safety of the visitor(s), also these visits must not severely interfere with the progress of Work. Owner shall defend, indemnify and hold harmless Contractor and its directors, officers, employees, agents, stockholders, affiliates, subcontractors and customers from and against all allegations, claims, actions, suits, demands, damages, liabilities, obligations, losses, settlements, judgments, costs and expenses (including without limitation attorneys' fees and costs) which arise out of, relate to bodily injury occurring while on the premises by Others before completion of the Work.
- 4.3 Contractor agrees to make all efforts to prevent damage to existing property on the premises. Should Owner suspect that Contractor or its employees or subcontractors have caused damage to Owners property; Owner shall notify Contractor of those damages in writing and request curing of said damages within 48 hours of their occurrence. Contractor agrees to rectify, repair or pay for the repair of any property damage for which it or its employees or subcontractors are directly responsible for. Contractor shall not be responsible for any event outside of Contractor's control that results in damage to Owners property including inclement weather, acts of God, theft, vandalism, damage by Others, etc.

### **ARTICLE 5 – INSURANCE AND BONDING**

- 5.1 Contractor warrants that it maintains insurance(s) that will protect Contractor and its employees and in some instances Owner from claims under Workers compensation acts and for claims from damages that may result from or arise out of Contractor's operations during construction; whether such operations be by Contractor or anyone directly or indirectly employed by Contractor. Contractor warrants that it currently carries the following insurance(s) and stated insurance(s) and coverage(s) are documented in the Contract Documents:

1. ☒ Comprehensive General Liability Insurance with the following limits:

Contractor Initial aa

Page 3 of 8

Owner Initial \_\_\_\_\_



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

- a) Bodily Injury and Death - \$2,000,000/occurrence; \$2,000,000/aggregate
  - b) Property Damage - \$2,000,000/occurrence; \$2,000,000/aggregate
2. ☒ Worker's Compensation & Employers Liability with the following limits:
- a) Each Accident - \$1,000,000
  - b) Disease - \$100,000/employee; \$500,000/policy limit
- ☐ State of Florida Workers Compensation Exemption
3. ☒ Commercial Automobile Insurance with the following limits:
- a) Bodily Injury - \$1,000,000/person; \$1,000,000/accident
  - b) Property Damage - \$1,000,000/accident
  - c) Personal Injury Protection (PIP) - \$10,000/person
- 5.2 Contractor shall not provide any form of bonding for this Work. Should Owner request any form of bond from Contractor that is not included in this Agreement or the Contract Documents, Owner shall pay the cost of those bonds in full.

#### **ARTICLE 6 – CHANGES IN THE WORK**

- 6.1 Both Owner and Contractor, without having invalidated this Agreement, may request changes to the Work scheduled to be performed as stated in this Agreement and/or within the Contract Documents consisting of additions, deletions or other revisions, hereinafter referred to as a "Change Order". Request(s) by either Owner or Contractor to make change(s) to the Work scheduled to be performed shall be subject to the discretion and acceptance of both parties.
- 6.2 All Change Orders shall be made using AIAG701-2001 Change Order or similar form.
- 6.3 Change Order(s), whether requested and completed by Contractor or Owner must be acknowledged by both Owner and Contractor, agreed upon by both Owner and Contractor and signed by both Owner and Contractor to be valid. Change Order(s) can only be signed by Contractor and Owner. Any Change Order(s) signed by individuals or representatives other than Contractor or Owner, unless specifically named in this Agreement and/or the Contract Documents will be invalid.
- 6.4 Approved Change Orders(s) will be considered as an amendment and/or revision to this Agreement and/or the Contract Documents but shall not invalidate this Agreement. Approved Change Order(s) may alter the total contract sum of this Agreement and/or the Contract Documents either as an increase or a decrease in cost depending upon the nature of the revision. Contractor agrees to provide documentation of this alteration to the total contract sum and bill accordingly. Owner agrees to verify documentation of all alterations to the total contract sum to its satisfaction and pay accordingly. All payments for change orders are subject to the payment terms in Article 9 of this document.
- 6.5 Generally, all items that have been furnished to the Property for the purpose of completing the Work are non-returnable and nonrefundable unless the request arises as a result of an error by the Contractor. Return policies for items are at the discretion of the manufacturers and suppliers and not the Contractor. Should Owner wish to return items it has purchased that have been furnished, ordered or are in production, and should manufacture or supplier allow Owner to do so, Owner shall bear the burden and all costs associated with doing so as set forth by the supplier or manufacturer. Such costs may include return shipping, restocking fees or any other fees or charges determined by the manufacture or supplier.

#### **ARTICLE 7 – DEPOSITS**

- 7.1 Contractor does hereby promise that it will, for and in consideration of the payments hereinafter specified, furnish all manpower, labor, supervision, tools, equipment, materials, and all other things necessary or required to complete all Work described and contained in this Agreement and/or the Contract Documents.

Contractor Initial aa

Owner Initial \_\_\_\_\_



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

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

#### **ARTICLE 8 – OWNER INSPECTION AND ACCEPTANCE**

- 8.1 As the Work or portions thereof are completed in accordance with this Agreement and/or in the Contract Documents; Owner shall at its earliest convenience inspect the Work completed by Contractor and confirm that it conforms to descriptions and promises contained in this Agreement and/or the Contract Documents. Owner shall promptly make arrangements to pay Contractor for completed Work that is in compliance per the terms and conditions of Article 9 of this Agreement.
- 8.2 If Owner inspects Contractor's completed Work or portions thereof and believes that the Work completed is not in conformance to this Agreement or the Contract Documents, Owner shall notify Contractor in writing of the alleged non-conforming Work within 10 days of the Work being completed.
- 8.3 Owner agrees it will provide Contractor with photos of the claimed deficiencies, a itemized written list of the alleged non-conforming Work and what actions it believes are necessary to bring those items into compliance.
- 8.4 Upon receipt of the list and photos of the alleged non-conforming Work; Contractor shall have thirty (30) days to dispute, provide a plan to cure or repair and rectify the non-conforming Work at Contractor's expense should the claims be valid. Contractor shall document all efforts to cure all non-conforming Work via photographic evidence and written documentation and provide this documentation to the Owner in a timely manner.
- 8.5 All completed Work or portions thereof that are not in dispute for compliance shall be subject to the payment terms of Article 9 of this Agreement. Owner shall not withhold payment for any portion of the Work, or percentage thereof that is compliant as a means of insurance, security or as a cure to other portions of the Work that are noncompliant or under dispute thereof.

#### **ARTICLE 9 - PAYMENT**

- 9.1 As Work is completed in compliance with this Agreement and the representations contained herein; Owner shall make necessary preparations for payments due to Contractor in accordance with this Agreement; Change of Work Order(s) and/or the Contract Documents.

Contractor Initial aa

Page 5 of 8

Owner Initial \_\_\_\_\_



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

- 9.2 Contractor shall submit draw/payment requests to Owner as Work commences and is completed. All draw requests shall be submitted to Owner on AIAG702-1992, Application and Certificate for Payment **OR** via other traditional invoicing methods.
- 9.3 All outstanding and undisputed balances for goods and materials, Change of Work Order(s), labor or any other premise described in this Agreement, or the Contract Documents is due to Contractor within 30 days of invoicing. Failure by Owner to make payment to Contractor for any and all outstanding balances owed as stated and agreed upon in this Agreement, any outstanding Change Orders and/or the Contract Documents shall result in all outstanding balances being subject to penalty interest, that shall accrue at the maximum legal rate per month or 1.5%; whichever is greater, beginning 10 days after missed, late or partial payment. Owner shall be responsible for any costs related to attorneys' fees, court fees or other measures taken to collect on unpaid balances.
- 9.4 Owner shall not withhold any retainage from Contractor for undisputed Work or portions thereof.
- 9.5 If, through no fault of its own, Contractor is unable to continue Work, the schedule is changed, or Work is delayed or because of Owner or other individuals acting for or on behalf of Owner, then Owner shall promptly pay Contractor in full within 30 days of receiving invoice from Contractor for any Work completed, labor and materials furnished on the project, subject to the payment terms and conditions in Article 9 of this Agreement.
- 9.6 All materials and items furnished become the property of the Owner upon their delivery to the Property. Owner shall be responsible for the security and insurance of said items. All furnished items are eligible for billing and payment pursuant to the terms of this agreement regardless if they have been permanently affixed, installed or incorporated into a structure.
- 9.7 Should Owner refuse to accept delivery of products on site, Owner shall bear all costs with reconsignment, shipping, storage or return of those products.

#### **ARTICLE 10 – RELEASE OF LIENS**

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

#### **ARTICLE 11 – WARRANTIES**

- 11.1 Contractor warrants and guarantees its Work to the full extent as required by the Contract Documents or anywhere in this Agreement. Contractor shall at its expense make good any faulty, defective, improper or non-conforming portions of the Work discovered within one (1) year of the date of completion of the project or within such longer period as may be provided for in the Contract Documents or anywhere in this Agreement. The extension of this warranty does not include issues that would arise as a result of acts outside of Contractor's control such as inclement weather, acts of God, vandalism, theft, normal wear and tear, Owner alterations, damage by others, etc.
- 11.2 Warranty claims for rubber surfacing shall not be honored or enforceable if damage is a result of corrosive materials contaminating the surfacing, including but not limited to: sand, debris, dirt, bleach, chlorine, fuels, caustics.
- 11.3 If any portion of the Work was completed by Others then Contractor shall not be required to warranty those portions of the Work. As such, should a deficiency in the Work of Others create a deficiency in the Work of Contractor, then Others shall be held liable by the Owner and Contractor for the deficiency.

Contractor Initial aa

Page 6 of 8

Owner Initial \_\_\_\_\_



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

- 11.4 Some warranty claims may be the responsibility of a manufacturer(s) or supplier(s) and not a result of Contractor's actions - such as undetected manufacturing defects or equipment that develops defects as a result of normal use during a specific time period. Contractor shall furnish Owner with all manufacturer(s) and supplier(s) written guarantees and warranties covering equipment and materials furnished in this Agreement and/or the Contract Documents and shall assist Owner in the process of any warranty claims related to such equipment.
- 11.5 All warranties become null and void if the project is not paid for in full.

#### **ARTICLE 12 – DISPUTE RESOLUTION**

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

#### **ARTICLE 13 – SEVERABILITY**

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

#### **ARTICLE 14 – MISCELLANEOUS ADDITIONS AND PROVISIONS**

- 14.1 In addition to the terms and conditions set forth in this Agreement and/or in the Contract Documents, **Contractor** also warrants, agrees to and/or acknowledges the following:
1. \_\_\_\_\_
  2. \_\_\_\_\_
  3. \_\_\_\_\_
- 14.2 In addition to the terms and conditions set forth in this Agreement and/or in the Contract Documents, **Owner** also warrants, agrees to and/or acknowledges the following:
1. Owner agrees to send the deposit and is aware that the project will proceed without the deposit at this time to allow the project to commence in a timely fashion. \_\_\_\_\_
  2. \_\_\_\_\_
  3. \_\_\_\_\_

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

**CONTRACTOR:** Legacy Construction  
Services Group Inc.

**OWNER:** Villarmar CDD  
c/o Jill Burns

Contractor Initial aa

Page 7 of 8

Owner Initial \_\_\_\_\_



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

Alana Adrianse

(Signature of Contractor)

**Name/Title:** Alana Adrianse, President

**Address of Contractor:**

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

(Signature of Owner)

**Name/Title:**

**Address of Owner:**

Villamar CDD  
c/o Jill Burns  
219 E. Livingston St.  
Orlando, FL 32801

Contractor Initial aa

Owner Initial \_\_\_\_\_





Pro Playgrounds  
8490 Cabin Hill Road  
Tallahassee, FL 32311

## Quote

<b>Project Name</b>
Villamar CDD Pool shade



Date	Estimate #
12/14/2021	14097

<b>Customer / Bill To</b>
Villamar CDD Jillian Burns 219 E Livingston Street Orlando, FL 32801

<b>Ship To</b>
Villamar Amenity Center 205 Cunningham Road Winter Haven, FL 33884



**WE WILL BEAT ANY PRICE BY 5%!**

Item	Description	Qty	Cost	Total:
	Furnish all labor, materials and permitting to: 1. Install (2) custom curved Suspended Cantilever Shades - Pool Area 2. Install (1) Integrated Shade w column to existing Tidewater Playground			
	<b>**SHADE**</b>			
CSSD	Custom Curved Shade Design of Suspended Cantilever 40x16x8	2	19,892.00	39,784.00
ENGDRAW	Engineered Drawings for Permitting	1	1,345.50	1,345.50
Shipping	Combined Shipping and Freight Charges incl adv shipment templates	1	1,293.75	1,293.75
CSSD	Custom hex integrated shade unit for Tidewater structure_000320-CR001 3.5 in uprights	1	5,310.00	5,310.00
Shipping	Combined Shipping and Freight Charges	1	1,365.00	1,365.00
CLR	Colors: black columns and frame, sky blue fabric for pool cantilevers			0.00
CLR	Colors: brown post and green fabric			0.00
	<b>**RAW MATERIALS &amp; INSTALLATION**</b>			
TRSH	Fees for dumpsters, debris hauling or other trash/materials removal including spoils from excavations.	2	725.00	1,450.00
RBAR5	No. 5 Rebar	600	1.25	750.00
RMC	Ready Mix Concrete 2500 PSI MIN	20	195.00	3,900.00

### AGREED AND ACCEPTED:

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

Signature

Name / Title

Date

**Subtotal:**

**Sales Tax: (7.0%)**

**Total:**

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

1-800-573-7529 | [www.proplaygrounds.com](http://www.proplaygrounds.com)



Pro Playgrounds  
8490 Cabin Hill Road  
Tallahassee, FL 32311

## Quote

<b>Project Name</b>
Villamar CDD Pool shade



Date	Estimate #
12/14/2021	14097

<b>Customer / Bill To</b>
Villamar CDD Jillian Burns 219 E Livingston Street Orlando, FL 32801

<b>Ship To</b>
Villamar Amenity Center 205 Cunningham Road Winter Haven, FL 33884



**WE WILL BEAT ANY PRICE BY 5%!**

Item	Description	Qty	Cost	Total:
FLIFTDAY	Telescopic Fork Lift Daily Rental	1.5	1,308.10	1,962.15
PERMITS	Cost of Permitting	1	2,000.00	2,000.00
LBR	Labor and Installation	1	14,835.00	14,835.00
DSC	Discount		-9,996.40	-9,996.40

### AGREED AND ACCEPTED:

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

Signature

Name / Title

Date

**Subtotal:** \$63,999.00

**Sales Tax: (7.0%)** \$0.00

**Total:** \$63,999.00

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

1-800-573-7529 | [www.proplaygrounds.com](http://www.proplaygrounds.com)

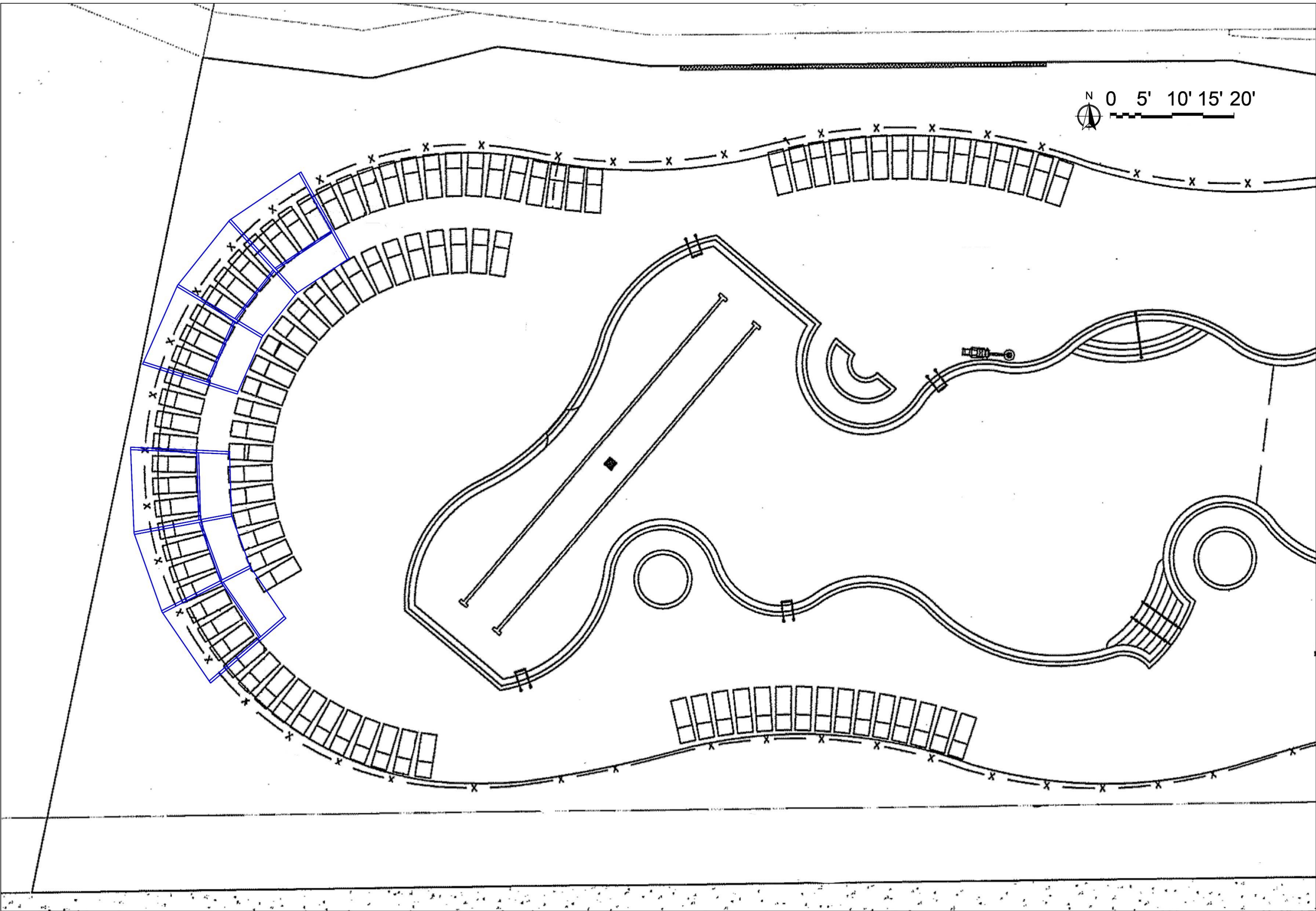


# SHADE STRUCTURES FOR VILLAMAR POOL AND PICNIC CENTER

## SHADE INFORMATION

### CURVED CANTILEVER SHADE

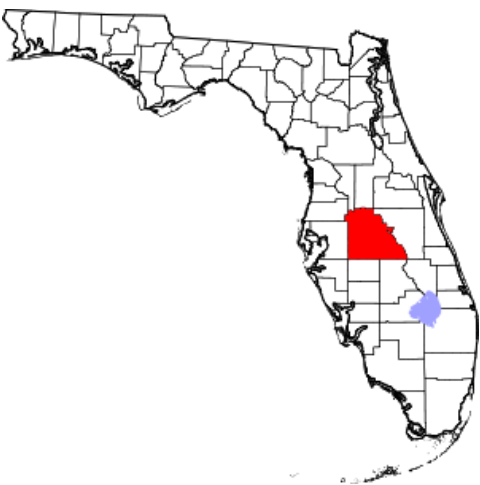
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- Size: 40' X 16' X 10'



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

**PROJECT NAME:**  
VILLAMAR POOL  
AND PICNIC CENTER,  
SHADE STRUCTURES

**ADDRESS:**  
CUNNINGHAM RD,  
WINTER HAVEN,  
FL 33884



REVISION:  
1

DRAWN BY: MM

DATE: 11.17.2021

SHEET 1 OF 1



Pro Playgrounds  
8490 Cabin Hill Road  
Tallahassee, FL 32311

# Invoice

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

Date	Invoice #
12/21/2021	2693
Terms	Project
Net 30	Villamar CDD Pool shade

Bill To
Villamar CDD Jillian Burns 219 E Livingston Street Orlando, FL 32801



Qty	Item	Description	Amount
	DEP	Required 50% deposit for Villamar Pool Shade project. Total \$63,999	31,999.50

	<b>Subtotal:</b>	\$31,999.50
	<b>Sales Tax: (7.0%)</b>	\$0.00
	<b>Balance Due:</b>	\$31,999.50
	<b>Credits:</b>	\$0.00
	<b>Balance Due:</b>	<u>\$31,999.50</u>

## SECTION VII

*Item will be  
provided under  
separate cover.*

## SECTION VIII

# **REBATE REPORT**

**\$6,500,000**

**VillaMar Community Development District**

**(City of Winter Haven, Florida)**

**Special Assessment Bonds, Series 2020**

**Dated: November 24, 2020**  
**Delivered: November 24, 2020**

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**Rebate Report to the Computation Date**  
**November 24, 2023**  
**Reflecting Activity To**  
**November 30, 2021**



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**AMTEC**

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# AMTEC

American Municipal Tax-Exempt Compliance

90 Avon Meadow Lane  
Avon, CT 06001  
(T) 860-321-7521  
(F) 860-321-7581

[www.amteccorp.com](http://www.amteccorp.com)

December 15, 2021

VillaMar Community Development District  
c/o Ms. Katie Costa  
Governmental Management Services-CF, LLC  
6200 Lee Vista Boulevard  
Orlando, FL 32822

Re: \$6,500,000 VillaMar Community Development District (City of Winter Haven, Florida), Special Assessment Bonds, Series 2020

Dear Ms. Costa:

AMTEC has prepared certain computations relating to the above referenced bond issue (the "Bonds") at the request of the VillaMar Community Development District (the "District")

The scope of our engagement consisted of preparing the computations shown in the attached schedules to determine the Rebtable Arbitrage as described in Section 103 of the Internal Revenue Code of 1954, Section 148(f) of the Internal Revenue Code of 1986, as amended (the "Code"), and all applicable Regulations issued thereunder. The methodology used is consistent with current tax law and regulations and may be relied upon in determining the rebate liability. Certain computational methods used in the preparation of the schedules are described in the Summary of Computational Information and Definitions.

Our engagement was limited to the computation of Rebtable Arbitrage based upon the information furnished to us by the District. In accordance with the terms of our engagement, we did not audit the information provided to us, and we express no opinion as to the completeness, accuracy or suitability of such information for purposes of calculating the Rebtable Arbitrage.

We have scheduled the next Report as of November 30, 2022. Thank you and should you have any questions, please do not hesitate to contact us.

Very truly yours,

Michael J. Scarfo  
Senior Vice President

Caitlyn C. McGovern  
Analyst



## SUMMARY OF REBATE COMPUTATIONS

Our computations, contained in the attached schedules, are summarized as follows:

For the November 24, 2023 Computation Date  
Reflecting Activity from November 24, 2020 through November 30, 2021

<b>Fund Description</b>	<b>Taxable Inv Yield</b>	<b>Net Income</b>	<b>Rebatable Arbitrage</b>
Acquisition & Construction Account	0.006033%	166.24	(116,557.24)
Reserve Account	0.006015%	22.56	(15,746.88)
Interest Account	0.004787%	2.23	(1,978.19)
<b>Totals</b>	<b>0.006013%</b>	<b>\$191.03</b>	<b>\$(134,282.31)</b>
<b>Bond Yield</b>	<b>3.859681%</b>		

**Based upon our computations, no rebate liability exists.**

# **SUMMARY OF COMPUTATIONAL INFORMATION AND DEFINITIONS**

## **COMPUTATIONAL INFORMATION**

1. For purposes of computing Rebatable Arbitrage, investment activity is reflected from November 24, 2020, the date of the closing, to November 30, 2021, the Computation Period. All nonpurpose payments and receipts are future valued to the Computation Date of November 24, 2023.
2. Computations of yield are based on a 360-day year and semiannual compounding on the last day of each compounding interval. Compounding intervals end on a day in the calendar year corresponding to Bond maturity dates or six months prior.
3. For investment cash flow, debt service and yield computation purposes, all payments and receipts are assumed to be paid or received respectively, as shown on the attached schedules.
4. Purchase prices on investments are assumed to be at fair market value, representing an arm's length transaction.
5. During the period between November 24, 2020 and November 30, 2021, the District made periodic payments into the Interest, Sinking and Prepayment Accounts (collectively, the "Debt Service Fund") that were used, along with the interest earned, to provide the required debt service payments.

Under Section 148(f)(4)(A), the rebate requirement does not apply to amounts in certain bona fide debt service funds. The Regulations define a bona fide debt service fund as one that is used primarily to achieve a proper matching of revenues with principal and interest payments within each bond year. The fund must be depleted at least once each bond year, except for a reasonable carryover amount not to exceed the greater of the earnings on the fund for the immediately preceding bond year or 1/12<sup>th</sup> of the principal and interest payments on the issue for the immediately preceding bond year.

We have reviewed the Debt Service Fund and have determined that the funds deposited have functioned as a bona fide debt service fund and are not subject to the rebate requirement.

6. In accordance with Page C-1 of the Arbitrage and Tax Certificate, Exhibit C (Arbitrage Rebate Covenants) the first (initial) Computation Date must be within 60 days of the end of the third Bond Year. After the first required payment date (Computation Date) the District must consistently treat either the last day of each Bond Year or the last day of each fifth Bond Year as the (subsequent) Computation Date(s). Therefore, for purposes of the arbitrage calculation, the first Computation Date is November 24, 2023.

## **DEFINITIONS**

### **7. Computation Date**

November 24, 2023.

### **8. Computation Period**

The period beginning on November 24, 2020, the date of the closing, and ending on November 30, 2021.

### **9. Bond Year**

Each one-year period (or shorter period from the date of issue) that ends at the close of business on the day in the calendar year that is selected by the Issuer. If no day is selected by the Issuer before the earlier of the final maturity date of the issue or the date that is five years after the date of issue, each bond year ends at the close of business on the anniversary date of the issuance.

### **10. Bond Yield**

The discount rate that, when used in computing the present value of all the unconditionally payable payments of principal and interest with respect to the Bonds, produces an amount equal to the present value of the issue price of the Bonds. Present value is computed as of the date of issue of the Bonds.

### **11. Taxable Investment Yield**

The discount rate that, when used in computing the present value of all receipts of principal and interest to be received on an investment during the Computation Period, produces an amount equal to the fair market value of the investment at the time it became a nonpurpose investment.

### **12. Issue Price**

The price determined on the basis of the initial offering price at which price a substantial amount of the Bonds was sold.

### **13. Rebatable Arbitrage**

The Code defines the required rebate as the excess of the amount earned on all nonpurpose investments over the amount that would have been earned if such nonpurpose investments were invested at the Bond Yield, plus any income attributable to the excess. Accordingly, the Regulations require that this amount be computed as the excess of the future value of all the nonpurpose receipts over the future value of all the nonpurpose payments. The future value is computed as of the Computation Date using the Bond Yield.

#### **14. Funds and Accounts**

The Funds and Accounts activity used in the compilation of this Report was received from the District and US Bank, Trustee, as follows:

<b>Accounts</b>	<b>Account Number</b>
Revenue	272911000
Interest	272911001
Sinking	272911002
Reserve	272911003
Prepayment	272911004
Acquisition & Construction	272911005

### **METHODOLOGY**

#### **Bond Yield**

The methodology used to calculate the bond yield was to determine the discount rate that produces the present value of all payments of principal and interest through the maturity date of the Bonds.

#### **Investment Yield and Rebate Amount**

The methodology used to calculate the Rebatable Arbitrage, as of November 30, 2021, was to calculate the future value of the disbursements from all funds, subject to rebate, and the value of the remaining bond proceeds, at the yield on the Bonds, to November 24, 2023. This figure was then compared to the future value of the deposit of bond proceeds into the various investment accounts at the same yield. The difference between the future values of the two cash flows, on November 24, 2023, is the Rebatable Arbitrage.

**\$6,500,000**  
**VillaMar Community Development District**  
**(City of Winter Haven, Florida)**  
**Special Assessment Bonds, Series 2020**  
**Delivered: November 24, 2020**

<b>Sources of Funds</b>
-------------------------

<b>Par Amount</b>	<b>\$6,500,000.00</b>
<b>Total</b>	<b>\$6,500,000.00</b>

<b>Uses of Funds</b>
----------------------

<b>Acquisition &amp; Construction Account</b>	<b>\$5,711,393.35</b>
<b>Reserve Account</b>	<b>368,900.00</b>
<b>Interest Account</b>	<b>105,481.65</b>
<b>Costs of Issuance</b>	<b>184,225.00</b>
<b>Underwriter's Discount</b>	<b>130,000.00</b>
<b>Total</b>	<b>\$6,500,000.00</b>

## PROOF OF ARBITRAGE YIELD

\$6,500,000  
 VillaMar Community Development District  
 (City of Winter Haven, Florida)  
 Special Assessment Bonds, Series 2020

Date	Debt Service	Present Value to 11/24/2020 @ 3.8596813563%
05/01/2021	105,481.65	103,737.62
11/01/2021	120,934.38	116,683.06
05/01/2022	245,934.38	232,796.23
11/01/2022	119,293.75	110,782.98
05/01/2023	249,293.75	227,125.24
11/01/2023	117,587.50	105,102.69
05/01/2024	252,587.50	221,494.61
11/01/2024	115,815.63	99,636.20
05/01/2025	250,815.63	211,691.40
11/01/2025	114,043.75	94,431.91
05/01/2026	254,043.75	206,373.74
11/01/2026	111,803.75	89,104.77
05/01/2027	256,803.75	200,791.16
11/01/2027	109,483.75	83,983.03
05/01/2028	259,483.75	195,276.83
11/01/2028	107,083.75	79,061.09
05/01/2029	262,083.75	189,835.73
11/01/2029	104,603.75	74,333.36
05/01/2030	264,603.75	184,472.30
11/01/2030	102,043.75	69,794.34
05/01/2031	267,043.75	179,190.46
11/01/2031	98,950.00	65,139.88
05/01/2032	268,950.00	173,700.61
11/01/2032	95,762.50	60,676.97
05/01/2033	275,762.50	171,420.32
11/01/2033	92,387.50	56,342.87
05/01/2034	277,387.50	165,963.00
11/01/2034	88,918.75	52,193.50
05/01/2035	278,918.75	160,619.93
11/01/2035	85,356.25	48,223.16
05/01/2036	285,356.25	158,163.55
11/01/2036	81,606.25	44,375.28
05/01/2037	286,606.25	152,898.06
11/01/2037	77,762.50	40,699.14
05/01/2038	292,762.50	150,324.26
11/01/2038	73,731.25	37,141.88
05/01/2039	298,731.25	147,635.77
11/01/2039	69,512.50	33,703.31
05/01/2040	299,512.50	142,469.93
11/01/2040	65,200.00	30,426.68
05/01/2041	305,200.00	139,730.14
11/01/2041	60,400.00	27,129.46
05/01/2042	310,400.00	136,780.63
11/01/2042	55,400.00	23,950.32
05/01/2043	315,400.00	133,770.97
11/01/2043	50,200.00	20,888.27
05/01/2044	320,200.00	130,713.01
11/01/2044	44,800.00	17,942.14
05/01/2045	329,800.00	129,582.23
11/01/2045	39,100.00	15,071.98
05/01/2046	334,100.00	126,348.06
11/01/2046	33,200.00	12,317.68
05/01/2047	338,200.00	123,101.41
11/01/2047	27,100.00	9,677.37
05/01/2048	347,100.00	121,602.18
11/01/2048	20,700.00	7,114.69
05/01/2049	350,700.00	118,255.08

## PROOF OF ARBITRAGE YIELD

\$6,500,000  
VillaMar Community Development District  
(City of Winter Haven, Florida)  
Special Assessment Bonds, Series 2020

Date	Debt Service	Present Value
		to 11/24/2020 @ 3.8596813563%
11/01/2049	14,100.00	4,664.46
05/01/2050	359,100.00	116,545.83
11/01/2050	7,200.00	2,292.52
05/01/2051	367,200.00	114,704.73
11,213,644.17		6,500,000.00

Proceeds Summary

Delivery date	11/24/2020
Par Value	6,500,000.00
Target for yield calculation	6,500,000.00

## BOND DEBT SERVICE

\$6,500,000

VillaMar Community Development District

(City of Winter Haven, Florida)

Special Assessment Bonds, Series 2020

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
11/24/2020					
05/01/2021			105,481.65	105,481.65	105,481.65
11/01/2021			120,934.38	120,934.38	
05/01/2022	125,000	2.625%	120,934.38	245,934.38	366,868.76
11/01/2022			119,293.75	119,293.75	
05/01/2023	130,000	2.625%	119,293.75	249,293.75	368,587.50
11/01/2023			117,587.50	117,587.50	
05/01/2024	135,000	2.625%	117,587.50	252,587.50	370,175.00
11/01/2024			115,815.63	115,815.63	
05/01/2025	135,000	2.625%	115,815.63	250,815.63	366,631.26
11/01/2025			114,043.75	114,043.75	
05/01/2026	140,000	3.200%	114,043.75	254,043.75	368,087.50
11/01/2026			111,803.75	111,803.75	
05/01/2027	145,000	3.200%	111,803.75	256,803.75	368,607.50
11/01/2027			109,483.75	109,483.75	
05/01/2028	150,000	3.200%	109,483.75	259,483.75	368,967.50
11/01/2028			107,083.75	107,083.75	
05/01/2029	155,000	3.200%	107,083.75	262,083.75	369,167.50
11/01/2029			104,603.75	104,603.75	
05/01/2030	160,000	3.200%	104,603.75	264,603.75	369,207.50
11/01/2030			102,043.75	102,043.75	
05/01/2031	165,000	3.750%	102,043.75	267,043.75	369,087.50
11/01/2031			98,950.00	98,950.00	
05/01/2032	170,000	3.750%	98,950.00	268,950.00	367,900.00
11/01/2032			95,762.50	95,762.50	
05/01/2033	180,000	3.750%	95,762.50	275,762.50	371,525.00
11/01/2033			92,387.50	92,387.50	
05/01/2034	185,000	3.750%	92,387.50	277,387.50	369,775.00
11/01/2034			88,918.75	88,918.75	
05/01/2035	190,000	3.750%	88,918.75	278,918.75	367,837.50
11/01/2035			85,356.25	85,356.25	
05/01/2036	200,000	3.750%	85,356.25	285,356.25	370,712.50
11/01/2036			81,606.25	81,606.25	
05/01/2037	205,000	3.750%	81,606.25	286,606.25	368,212.50
11/01/2037			77,762.50	77,762.50	
05/01/2038	215,000	3.750%	77,762.50	292,762.50	370,525.00
11/01/2038			73,731.25	73,731.25	
05/01/2039	225,000	3.750%	73,731.25	298,731.25	372,462.50
11/01/2039			69,512.50	69,512.50	
05/01/2040	230,000	3.750%	69,512.50	299,512.50	369,025.00
11/01/2040			65,200.00	65,200.00	
05/01/2041	240,000	4.000%	65,200.00	305,200.00	370,400.00
11/01/2041			60,400.00	60,400.00	
05/01/2042	250,000	4.000%	60,400.00	310,400.00	370,800.00
11/01/2042			55,400.00	55,400.00	
05/01/2043	260,000	4.000%	55,400.00	315,400.00	370,800.00
11/01/2043			50,200.00	50,200.00	
05/01/2044	270,000	4.000%	50,200.00	320,200.00	370,400.00
11/01/2044			44,800.00	44,800.00	
05/01/2045	285,000	4.000%	44,800.00	329,800.00	374,600.00
11/01/2045			39,100.00	39,100.00	
05/01/2046	295,000	4.000%	39,100.00	334,100.00	373,200.00
11/01/2046			33,200.00	33,200.00	
05/01/2047	305,000	4.000%	33,200.00	338,200.00	371,400.00
11/01/2047			27,100.00	27,100.00	
05/01/2048	320,000	4.000%	27,100.00	347,100.00	374,200.00
11/01/2048			20,700.00	20,700.00	
05/01/2049	330,000	4.000%	20,700.00	350,700.00	371,400.00



## BOND DEBT SERVICE

\$6,500,000  
 VillaMar Community Development District  
 (City of Winter Haven, Florida)  
 Special Assessment Bonds, Series 2020

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
11/01/2049			14,100.00	14,100.00	
05/01/2050	345,000	4.000%	14,100.00	359,100.00	373,200.00
11/01/2050			7,200.00	7,200.00	
05/01/2051	360,000	4.000%	7,200.00	367,200.00	374,400.00
	6,500,000		4,713,644.17	11,213,644.17	11,213,644.17

\$6,500,000  
VillaMar Community Development District  
(City of Winter Haven, Florida)  
Special Assessment Bonds, Series 2020  
Acquisition & Construction Account

ARBITRAGE REBATE CALCULATION  
DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (3.859681%)
11/24/20	Beg Bal	-5,711,393.35	-6,405,457.35
11/25/20		170,829.35	191,568.65
11/25/20		23,822.70	26,714.86
12/11/20		73,998.26	82,841.04
12/21/20		4,112.00	4,598.50
12/21/20		2,312.00	2,585.54
01/05/21		6,000.00	6,699.90
01/05/21		3,000.00	3,349.95
01/06/21		105,450.44	117,738.77
01/13/21		3,000.00	3,347.11
01/13/21		6,327.00	7,059.05
01/29/21		455,310.03	507,127.99
02/04/21		750.50	835.47
02/04/21		3,000.00	3,339.65
02/05/21		54,986.00	61,204.84
02/25/21		18,624.00	20,686.37
02/25/21		7,863.00	8,733.73
02/25/21		3,715.56	4,127.01
02/25/21		671.00	745.30
02/25/21		3,000.00	3,332.21
02/25/21		105,738.00	117,447.12
02/25/21		103,340.62	114,784.26
02/25/21		84,229.85	93,557.22
02/25/21		455.13	505.53
03/02/21		10,000.00	11,099.12
03/09/21		3,000.00	3,327.26
03/15/21		819.25	908.04
03/15/21		3,500.00	3,879.33
03/16/21		15,085.00	16,718.15
03/16/21		419,674.95	465,110.17
03/18/21		500,801.86	554,902.25
03/18/21		3,000.00	3,324.08
04/01/21		5,843.00	6,465.27
04/01/21		16,794.41	18,583.00
04/15/21		8,814.14	9,738.35
04/15/21		154.00	170.15
04/15/21		148,255.81	163,801.20
04/28/21		13,179.32	14,541.15
04/28/21		384,074.94	423,761.78
04/28/21		3,000.00	3,309.99
04/28/21		3,000.00	3,309.99
04/28/21		3,000.00	3,309.99
05/05/21		41,256.50	45,485.75
05/05/21		3.15	3.47
05/10/21		21,744.73	23,961.08
05/10/21		315.00	347.11
05/10/21		322.50	355.37
05/10/21		434,976.65	479,312.03

\$6,500,000  
VillaMar Community Development District  
(City of Winter Haven, Florida)  
Special Assessment Bonds, Series 2020  
Acquisition & Construction Account

ARBITRAGE REBATE CALCULATION  
DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (3.859681%)
05/10/21		3,000.00	3,305.78
05/11/21		71,867.27	79,184.00
05/11/21		7,858.75	8,658.84
05/21/21		56,450.00	62,131.10
05/26/21		11,445.82	12,591.03
06/01/21		4,591.25	5,047.95
06/07/21		20,725.95	22,773.07
06/07/21		13,493.94	14,826.75
06/07/21		3,000.00	3,296.31
06/16/21		342,765.39	376,260.89
06/16/21		19,805.50	21,740.92
06/16/21		3,000.00	3,293.16
06/16/21		26,200.00	28,760.30
06/25/21		3.15	3.45
06/25/21		269,413.88	295,458.86
07/01/21		12,450.51	13,645.44
07/01/21		3,000.00	3,287.92
07/01/21		1,412.50	1,548.06
07/09/21		14,039.25	15,373.59
07/09/21		3,000.00	3,285.13
07/09/21		962.50	1,053.98
07/16/21		10,950.00	11,981.82
07/23/21		3,000.00	3,280.25
08/02/21		168,393.64	183,948.54
08/11/21		589.00	642.79
08/11/21		3,000.00	3,273.99
09/01/21		32,729.00	35,642.32
09/01/21		6,037.00	6,574.37
09/01/21		11,926.64	12,988.27
09/01/21		980.75	1,068.05
09/01/21		975.00	1,061.79
09/01/21		3,000.00	3,267.04
09/02/21		495,876.96	539,959.31
09/07/21		4,060.55	4,419.18
09/07/21		609.54	663.37
09/07/21		846.25	920.99
09/07/21		78,941.09	85,913.15
09/13/21		27,985.92	30,438.23
09/27/21		413.45	449.01
09/27/21		1,960.25	2,128.85
09/27/21		3,000.00	3,258.03
09/27/21		120.00	130.32
10/13/21		26,147.70	28,348.48
10/13/21		5,683.20	6,161.54
10/13/21		828.25	897.96
10/13/21		1,550.00	1,680.46
10/13/21		224,080.80	242,941.04
10/13/21		3,000.00	3,252.50

\$6,500,000  
VillaMar Community Development District  
(City of Winter Haven, Florida)  
Special Assessment Bonds, Series 2020  
Acquisition & Construction Account

ARBITRAGE REBATE CALCULATION  
DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (3.859681%)
10/13/21		7,500.00	8,131.25
10/22/21		2,163.95	2,343.84
10/27/21		-568.98	-615.95
11/12/21		-20.02	-21.64
11/15/21		13,000.00	14,046.36
11/15/21		80.00	86.44
11/15/21		3,039.75	3,284.42
11/15/21		1,750.00	1,890.86
11/15/21		320,159.50	345,928.90
11/15/21		3,000.00	3,241.47
11/15/21		850.00	918.42
11/15/21		156.25	168.83
11/19/21		1,750.00	1,890.05
11/19/21		3,000.00	3,240.09
11/19/21		3,000.00	3,240.09
11/19/21		38,015.00	41,057.36
11/30/21	Bal	28,360.28	30,594.21
11/30/21	Acc	2.56	2.76
-----			
11/24/23	TOTALS:	166.24	-116,557.24
-----			

ISSUE DATE:	11/24/20	REBATABLE ARBITRAGE:	-116,557.24
COMP DATE:	11/24/23	NET INCOME:	166.24
BOND YIELD:	3.859681%	TAX INV YIELD:	0.006033%

\$6,500,000  
VillaMar Community Development District  
(City of Winter Haven, Florida)  
Special Assessment Bonds, Series 2020  
Reserve Account

ARBITRAGE REBATE CALCULATION  
DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (3.859681%)
11/24/20	Beg Bal	-368,900.00	-413,729.73
12/02/20		0.42	0.47
01/05/21		1.88	2.10
02/02/21		1.88	2.09
03/02/21		1.70	1.89
04/02/21		1.88	2.08
05/04/21		1.83	2.02
06/02/21		1.88	2.07
07/02/21		1.81	1.98
08/03/21		1.88	2.05
09/02/21		1.89	2.06
10/04/21		1.81	1.96
11/02/21		1.88	2.03
11/30/21	Bal	368,900.00	397,958.08
11/30/21	Acc	1.82	1.96
-----			
11/24/23	TOTALS:	22.56	-15,746.88
-----			
ISSUE DATE:	11/24/20	REBATABLE ARBITRAGE:	-15,746.88
COMP DATE:	11/24/23	NET INCOME:	22.56
BOND YIELD:	3.859681%	TAX INV YIELD:	0.006015%

\$6,500,000  
VillaMar Community Development District  
(City of Winter Haven, Florida)  
Special Assessment Bonds, Series 2020  
Interest Account

ARBITRAGE REBATE CALCULATION  
DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (3.859681%)
11/24/20	Beg Bal	-105,481.65	-118,300.07
12/02/20		0.12	0.13
01/05/21		0.54	0.60
02/02/21		0.54	0.60
03/02/21		0.49	0.54
04/02/21		0.54	0.60
05/03/21		-0.01	-0.01
05/03/21		105,481.66	116,319.41
-----			
11/24/23	TOTALS:	2.23	-1,978.19
-----			

ISSUE DATE:	11/24/20	REBATABLE ARBITRAGE:	-1,978.19
COMP DATE:	11/24/23	NET INCOME:	2.23
BOND YIELD:	3.859681%	TAX INV YIELD:	0.004787%

## SECTION IX



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

**VILLAMAR CDD**

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

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

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

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

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

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

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

**POLK COUNTY PROPERTY APPRAISER**

**VILLAMAR CDD**

Signature: 

Signature: \_\_\_\_\_

Print: Marsha M. Faux CFA, ASA

Print: \_\_\_\_\_

Title: Polk County Property Appraiser

Title: \_\_\_\_\_

Date: December 1, 2021

Date: \_\_\_\_\_

Please email the signed agreement to [pataxroll@polk-county.net](mailto:pataxroll@polk-county.net).



# SECTION X

# CONTRACT AGREEMENT

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

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

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

EXECUTED By:

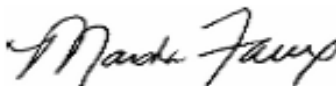
\_\_\_\_\_  
Special District Representative

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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



\_\_\_\_\_  
Marsha M. Faux, Property Appraiser

## SECTION XI

# SECTION C

# VillaMar CDD

## Field Management Report



January 20th, 2022  
Clayton Smith  
Field Services Manager  
GMS

# Complete

## Landscape Review and General Maint

- Review site with landscaper and monitoring progress in new phase.
- Some Irrigation reviews and repairs were completed as needed.
- Pond reviews with aquatics contractor.
- Pond 2 and 6 will take some time to reach desired appearance.





# Complete

## Landscape Review and General Maint

- ✚ No boat launch sign and delineators were installed in parking lot.
- ✚ Vittorio Drive obstructed storm drain was cleaned out.



# Complete

## Amenity Review

- Monitoring facilities with contractors.
- Scheduling cleaning of pool furniture.





# In Progress

## Facility Signs

- Facility sign plan set up and signs were ordered.
- Installation is being scheduled.



## Silt Fence Removal

- QGS agreed to remove their silt fence by the playground.



# In Progress

## Sidewalk and Sign Repairs

- ✚ Scheduling fixes for broken sidewalk sections.
- ✚ Replacing, installing, and straightening some traffic signs in the community.



# Upcoming

## Amenity Parking Ramps

- Preparing proposal options for the addition of wheelchair ramps to mailboxes within the parking lot.
- Waiting on contractor proposals.





# Site Items

## Areas Being Monitored

- ✚ Pothole repair pending.
- ✚ Missing 3 truncated dome plates on sidewalks along Cunningham.



# Site Items

## Sidewalk and Sign Repairs

- ✚ Broken sidewalks from construction.
- ✚ Traffic signs taken down in construction areas.



# 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](mailto:csmith@gmscfl.com). Thank you.

Respectfully,  
Clayton Smith

# SECTION D

# SECTION 1



# VillaMar

## Community Development District

### Summary of Checks

November 16, 2021 to December 31, 2021

Compl

Bank	Date	Check No.'s	Amount	
General Fund	11/30/21	242	\$	1,078.86
	12/20/21	243 - 258	\$	44,190.51
	12/27/21	259 - 261	\$	403,424.05
			\$	448,693.42
			\$	<b>448,693.42</b>

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK.... AMOUNT #
11/30/21	00027	11/30/21 11302021	202111 300-15500-10000	PLAYGRND/FUR LEASE-DEC 21	*	1,078.86	
				WHFS, LLC			1,078.86 000242
12/20/21	00023	12/15/21 6704-12-	202112 310-51300-31200	SPECIAL ASSESS BOND-SER20	*	450.00	
				AMTEC			450.00 000243
12/20/21	00010	12/07/21 BW120720	202112 310-51300-11000	SUPERVISOR FEE 12/07/21	*	200.00	
				BRIAN WALSH			200.00 000244
12/20/21	00033	10/31/21 A14621	202111 330-53800-48100	POOL MAINTENANCE - NOV 21	*	1,350.00	
		12/01/21 A14711	202112 330-53800-48100	POOL MAINTENANCE - DEC 21	*	1,350.00	
				COMPLETE POOL CARE INC			2,700.00 000245
12/20/21	00034	10/26/21 6289	202110 330-53800-48500	MTHLY CLEANING SVC-OCT 21	*	525.00	
		11/15/21 6475	202111 330-53800-48500	MTHLY CLEANING SVC-NOV 21	*	450.00	
		11/15/21 6475	202111 330-53800-48500	EXTRA CLEANING-RESTROOMS	*	150.00	
		12/10/21 6597	202112 330-53800-48500	MTHLY CLEANING SVC-DEC 21	*	450.00	
				CSS CLEAN STAR SERVICES CENTRAL FL			1,575.00 000246
12/20/21	99999	12/20/21 VOID	202112 000-00000-00000	VOID CHECK	C	.00	
				*****INVALID VENDOR NUMBER*****			.00 000247
12/20/21	99999	12/20/21 VOID	202112 000-00000-00000	VOID CHECK	C	.00	
				*****INVALID VENDOR NUMBER*****			.00 000248
12/20/21	00009	9/17/21 76	202110 310-51300-31700	ASSESSMENT ROLL CERT-FY22	*	5,000.00	
		10/01/21 87	202110 310-51300-34000	MANAGEMENT FEES - OCT 21	*	3,004.17	
		10/01/21 87	202110 310-51300-35200	WEBSITE MANAGEMENT-OCT 21	*	100.00	
		10/01/21 87	202110 310-51300-35100	INFORMATION TECH - OCT 21	*	150.00	
		10/01/21 87	202110 310-51300-31300	DISSEMINATION SVCS-OCT 21	*	500.00	

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK.... AMOUNT #
10/01/21	87	AMENITY ACCESS - OCT 21	202110 330-57200-12000		*	416.67	
10/01/21	87	OFFICE SUPPLIES	202110 310-51300-51000		*	2.89	
10/01/21	87	POSTAGE	202110 310-51300-42000		*	6.62	
10/01/21	87	COPIES	202110 310-51300-42500		*	4.05	
10/01/21	88	FIELD MANAGEMENT - OCT 21	202110 320-53800-12000		*	1,250.00	
10/31/21	98	REPAIR/INST.SIGN/LOCKNUTS	202110 320-53800-47400		*	560.00	
11/01/21	92	MANAGEMENT FEES - NOV 21	202111 310-51300-34000		*	3,004.17	
11/01/21	92	WEBSITE MANAGEMENT-NOV 21	202111 310-51300-35200		*	100.00	
11/01/21	92	INFORMATION TECH - NOV 21	202111 310-51300-35100		*	150.00	
11/01/21	92	DISSEMINATION SVCS-NOV 21	202111 310-51300-31300		*	500.00	
11/01/21	92	AMENITY ACCESS - NOV 21	202111 330-57200-12000		*	416.67	
11/01/21	92	OFFICE SUPPLIES	202111 310-51300-51000		*	17.45	
11/01/21	92	POSTAGE	202111 310-51300-42000		*	112.55	
11/01/21	92	COPIES	202111 310-51300-42500		*	72.45	
11/01/21	93	FIELD MANAGEMENT - NOV 21	202111 320-53800-12000		*	1,250.00	
11/01/21	93	HDEPOT/AMAZON/STAPLES/HCF	202111 320-53800-47400		*	464.17	
12/01/21	96	MANAGEMENT FEES - DEC 21	202112 310-51300-34000		*	3,004.17	
12/01/21	96	WEBSITE MANAGEMENT-DEC 21	202112 310-51300-35200		*	100.00	
12/01/21	96	INFORMATION TECH - DEC 21	202112 310-51300-35100		*	150.00	
12/01/21	96	DISSEMINATION SVCS-DEC 21	202112 310-51300-31300		*	500.00	
12/01/21	96	AMENITY ACCESS - DEC 21	202112 330-57200-12000		*	416.67	
12/01/21	96	OFFICE SUPPLIES	202112 310-51300-51000		*	13.01	
12/01/21	96	POSTAGE	202112 310-51300-42000		*	48.40	

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
		12/01/21 96	202112 310-51300-42500		*	5.55	
		COPIES					
		12/01/21 97	202112 320-53800-12000		*	1,250.00	
		FIELD MANAGEMENT - DEC 21					
				GOVERNMENTAL MANAGEMENT SERVICES			22,569.66 000249
12/20/21 00039		11/12/21 726	202110 310-51300-31500		*	1,644.50	
		GEN COUNSEL/MTHLY MEETING					
		12/06/21 831	202111 310-51300-31500		*	3,037.16	
		GEN COUNSEL/MTHLY MEETING					
				KE LAW GROUP, PLLC			4,681.66 000250
12/20/21 00038		10/30/21 4157632	202110 310-51300-48000		*	967.58	
		NOT LNDOWNR MTG-ELECTIONS					
		10/30/21 4157632	202110 310-51300-48000		*	335.30	
		NOT OF MEETING DATES-FY22					
		10/30/21 4157632	202110 310-51300-48000		*	795.15	
		NOT RFP PH 5 PROJ IMPROV					
				LOCAL IQ			2,098.03 000251
12/20/21 00008		12/07/21 LS120720	202112 310-51300-11000		*	200.00	
		SUPERVISOR FEE 12/07/21					
				LAUREN SCHWENK			200.00 000252
12/20/21 00043		9/23/21 46895203	202109 330-57200-48100		*	40.00	
		PEST CONTROL - SEP 21					
		10/28/21 46895204	202110 330-57200-48100		*	40.00	
		PEST CONTROL - OCT 21					
		11/27/21 46895205	202111 330-57200-48100		*	40.00	
		PEST CONTROL - NOV 21					
				MASSEY SERVICES INC.			120.00 000253
12/20/21 00025		12/07/21 PM120720	202112 310-51300-11000		*	200.00	
		SUPERVISOR FEE 12/07/21					
				PATRICK MARONE			200.00 000254
12/20/21 00015		11/01/21 4810	202111 320-53800-46200		*	4,212.08	
		LAWN MAINTENANCE - NOV 21					
		12/01/21 4973	202112 320-53800-46200		*	4,212.08	
		LAWN MAINTENANCE - DEC 21					
				PRINCE & SONS INC.			8,424.16 000255
12/20/21 00004		12/07/21 RH120720	202112 310-51300-11000		*	200.00	
		SUPERVISOR FEE 12/07/21					
				RENNIE HEATH			200.00 000256

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK.... AMOUNT #
12/20/21	00041	11/01/21 PI-A0070	202111 320-53800-47000	LAKE/POND MAINT - NOV 21	*	266.00	
		12/01/21 PI-A0072	202112 320-53800-47000	LAKE/POND MAINT - DEC 21	*	266.00	
				SOLITUDE LAKE MANAGEMENT SERVICES			532.00 000257
12/20/21	00031	11/03/21 20237390	202111 320-53800-34500	SVC-GET ACCESS SYSTM BACK	*	240.00	
				SOUTHEAST WIRING SOLUTIONS, INC			240.00 000258
12/27/21	00018	10/15/21 6	202110 310-51300-31300	AMORTIZATION SCHEDULE S19	*	100.00	
				DISCLOSURE SERVICES LLC			100.00 000259
12/27/21	00003	5/31/21 122978	202104 310-51300-49100	BOUNDARY AMENDMENT APR 21	*	2,209.91	
		6/30/21 123689	202105 310-51300-49100	BOUNDARY AMENDMENT	*	413.89	
				HOPPING GREEN & SAMS			2,623.80 000260
12/27/21	00014	12/27/21 12272021	202112 300-20700-10000	FY22 DEBT ASSESS-SER19	*	330,500.25	
		12/27/21 12272021	202112 300-20700-10000	FY22 DRCT ASSESS-SER20	*	70,200.00	
				VILLAMAR CDD C/O USBANK			400,700.25 000261
				TOTAL FOR BANK A		448,693.42	
				TOTAL FOR REGISTER		448,693.42	

## SECTION 2

***VillaMar***  
***Community Development District***

***Unaudited Financial Reporting***  
***November 30, 2021***



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12	<u>Assessment Receipt Schedule</u>



**VillaMar**  
**Community Development District**  
**Combined Balance Sheet**  
**November 30, 2021**

	<i>General Fund</i>	<i>Debt Service Fund</i>	<i>Capital Projects Fund</i>	<i>Totals Governmental Funds</i>
<b>Assets:</b>				
<b>Cash:</b>				
Operating Account	\$ 129,588	\$ -	\$ -	\$ 129,588
Capital Projects Account	\$ -	\$ -	\$ 7,914	\$ 7,914
<b>Investments:</b>				
<b>Series 2019</b>				
Reserve	\$ -	\$ 203,546	\$ -	\$ 203,546
Revenue	\$ -	\$ 817	\$ -	\$ 817
Prepayment	\$ -	\$ 380	\$ -	\$ 380
Construction	\$ -	\$ -	\$ 1	\$ 1
<b>Series 2020</b>				
Reserve	\$ -	\$ 368,900	\$ -	\$ 368,900
Revenue	\$ -	\$ 128,753	\$ -	\$ 128,753
Construction	\$ -	\$ -	\$ 28,360	\$ 28,360
Due from Debt Service	\$ 4,355	\$ -	\$ -	\$ 4,355
Due from Developer	\$ -	\$ -	\$ 41,447	\$ 41,447
Due from General Fund	\$ -	\$ 77,559	\$ -	\$ 77,559
Prepaid Expenses	\$ 1,079	\$ -	\$ -	\$ 1,079
<b>Total Assets</b>	<b>\$ 135,021</b>	<b>\$ 779,955</b>	<b>\$ 77,722</b>	<b>\$ 992,698</b>
<b>Liabilities:</b>				
Accounts Payable	\$ 39,656	\$ -	\$ 6,914	\$ 46,569
Contracts Payable	\$ -	\$ -	\$ 43,197	\$ 43,197
Due to Debt Service	\$ 77,559	\$ -	\$ -	\$ 77,559
Due to General Fund	\$ -	\$ 4,355	\$ -	\$ 4,355
Retainage Payable	\$ -	\$ -	\$ 488,675	\$ 488,675
<b>Total Liabilities</b>	<b>\$ 117,215</b>	<b>\$ 4,355</b>	<b>\$ 538,786</b>	<b>\$ 660,356</b>
<b>Fund Balance:</b>				
<b>Nonspendable:</b>				
Prepaid Items	\$ 1,079	\$ -	\$ -	\$ 1,079
<b>Restricted for:</b>				
Debt Service - Series 2019	\$ -	\$ 207,748	\$ -	\$ 207,748
Debt Service - Series 2020	\$ -	\$ 567,853	\$ -	\$ 567,853
Capital Projects - Series 2019	\$ -	\$ -	\$ 1,001	\$ 1,001
Capital Projects - Series 2020	\$ -	\$ -	\$ (365,445)	\$ (365,445)
Capital Projects - Series 2022	\$ -	\$ -	\$ (96,620)	\$ (96,620)
Unassigned	\$ 16,727	\$ -	\$ -	\$ 16,727
<b>Total Fund Balances</b>	<b>\$ 17,806</b>	<b>\$ 775,600</b>	<b>\$ (461,064)</b>	<b>\$ 332,342</b>
<b>Total Liabilities &amp; Fund Balance</b>	<b>\$ 135,021</b>	<b>\$ 779,955</b>	<b>\$ 77,722</b>	<b>\$ 992,698</b>

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

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

**Revenues:**

Assessments - Tax Roll	\$ 182,270	\$ 1,352	\$ 1,352	\$ -
Assessments - Direct Bill	\$ 266,175	\$ 140,083	\$ 28,377	\$ (111,706)
Assessments - Lot Closings	\$ -	\$ -	\$ 56,209	\$ 56,209
<b>Total Revenues</b>	<b>\$ 448,445</b>	<b>\$ 141,436</b>	<b>\$ 85,939</b>	<b>\$ (55,497)</b>

**Expenditures:**

**General & Administrative:**

Supervisor Fees	\$ 12,000	\$ 2,000	\$ 600	\$ 1,400
Engineering	\$ 10,000	\$ 1,667	\$ -	\$ 1,667
Attorney	\$ 30,000	\$ 5,000	\$ 4,682	\$ 318
Annual Audit	\$ 5,000	\$ -	\$ -	\$ -
Assessment Administration	\$ 5,000	\$ 5,000	\$ 5,000	\$ -
Arbitrage	\$ 1,350	\$ -	\$ -	\$ -
Dissemination	\$ 7,000	\$ 1,167	\$ 1,100	\$ 67
Trustee Fees	\$ 10,500	\$ 2,788	\$ 2,788	\$ -
Management Fees	\$ 36,050	\$ 6,008	\$ 6,008	\$ (0)
Information Technology	\$ 1,800	\$ 300	\$ 300	\$ -
Website Maintenance	\$ 1,200	\$ 200	\$ 200	\$ -
Telephone	\$ 250	\$ 42	\$ -	\$ 42
Postage & Delivery	\$ 850	\$ 142	\$ 119	\$ 22
Insurance	\$ 6,000	\$ 6,000	\$ 5,570	\$ 430
Printing & Binding	\$ 1,000	\$ 167	\$ 77	\$ 90
Legal Advertising	\$ 10,000	\$ 1,667	\$ 2,098	\$ (431)
Other Current Charges	\$ 1,500	\$ 250	\$ 77	\$ 173
Office Supplies	\$ 500	\$ 83	\$ 20	\$ 63
Travel Per Diem	\$ 550	\$ 92	\$ -	\$ 92
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ 175	\$ -
<b>Total General &amp; Administrative</b>	<b>\$ 140,725</b>	<b>\$ 32,746</b>	<b>\$ 28,814</b>	<b>\$ 3,933</b>

**VillaMar**  
**Community Development District**  
**General Fund**

**Statement of Revenues, Expenditures, and Changes in Fund Balance**  
**For The Period Ending November 30, 2021**

	Adopted	Prorated Budget	Actual	
	Budget	Thru 11/30/21	Thru 11/30/21	Variance
<b><u>Operations &amp; Maintenance</u></b>				
<b>Field Expenditures</b>				
Property Insurance	\$ 7,900	\$ 7,900	\$ 7,981	\$ (81)
Field Management	\$ 15,000	\$ 2,500	\$ 2,500	\$ -
Landscape Maintenance	\$ 60,000	\$ 10,000	\$ 7,842	\$ 2,158
Landscape Replacement	\$ 7,500	\$ 1,250	\$ -	\$ 1,250
Pond Maintenance	\$ 4,000	\$ 667	\$ 532	\$ 135
Streetlights	\$ 60,000	\$ 10,000	\$ 7,601	\$ 2,399
Electric	\$ 2,500	\$ 417	\$ 110	\$ 306
Water & Sewer	\$ 45,000	\$ 7,500	\$ 864	\$ 6,636
Sidewalk & Asphalt Maintenance	\$ 2,500	\$ 417	\$ -	\$ 417
Irrigation Repairs	\$ 4,000	\$ 667	\$ -	\$ 667
General Repairs & Maintenance	\$ 11,000	\$ 1,833	\$ 1,024	
Contingency	\$ 2,500	\$ 417	\$ -	\$ 417
<b>Subtotal Field Expenditures</b>	<b>\$ 221,900</b>	<b>\$ 43,567</b>	<b>\$ 28,454</b>	<b>\$ 14,304</b>
<b>Amenity Expenditures</b>				
Amenity - Electric	\$ 18,000	\$ 3,000	\$ 2,638	\$ 362
Amenity - Water	\$ 5,000	\$ 833	\$ -	\$ 833
Playground & Furniture Lease	\$ 14,000	\$ 2,333	\$ 2,158	\$ 176
Internet	\$ 3,000	\$ 500	\$ 337	\$ 163
Pest Control	\$ 720	\$ 120	\$ 80	\$ 40
Janitorial Services	\$ 5,400	\$ 900	\$ 1,125	\$ (225)
Security Services	\$ 10,000	\$ 1,667	\$ 240	\$ 1,427
Pool Maintenance	\$ 16,200	\$ 2,700	\$ 2,700	\$ -
Amenity Access Management	\$ 5,000	\$ 833	\$ 833	\$ (0)
Amenity Repairs & Maintenance	\$ 5,000	\$ 833	\$ -	\$ 833
Contingency	\$ 2,500	\$ 417	\$ -	\$ 417
<b>Subtotal Amenity Expenditures</b>	<b>\$ 84,820</b>	<b>\$ 14,137</b>	<b>\$ 10,111</b>	<b>\$ 4,026</b>
<b>Total Operations &amp; Maintenance</b>	<b>\$ 306,720</b>	<b>\$ 57,703</b>	<b>\$ 38,564</b>	<b>\$ 18,330</b>
<b>Total Expenditures</b>	<b>\$ 447,445</b>	<b>\$ 90,450</b>	<b>\$ 67,378</b>	<b>\$ 22,262</b>
<b>Excess (Deficiency) of Revenues over Expenditures</b>	<b>\$ 1,000</b>	<b>\$ 50,986</b>	<b>\$ 18,561</b>	<b>\$ (77,759)</b>
<b><u>Other Financing Sources/(Uses):</u></b>				
Transfer In/(Out)	\$ (1,000)	\$ -	\$ -	\$ -
<b>Total Other Financing Sources/(Uses)</b>	<b>\$ (1,000)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Net Change in Fund Balance</b>	<b>\$ -</b>		<b>\$ 18,561</b>	
<b>Fund Balance - Beginning</b>	<b>\$ -</b>		<b>\$ (755)</b>	
<b>Fund Balance - Ending</b>	<b>\$ -</b>		<b>\$ 17,806</b>	

**VillaMar**  
**Community Development District**  
**Debt Service Fund Series 2019**  
**Statement of Revenues, Expenditures, and Changes in Fund Balance**  
**For The Period Ending November 30, 2021**

	Adopted	Prorated Budget	Actual	
	Budget	Thru 11/30/21	Thru 11/30/21	Variance
<b>Revenues:</b>				
Assessments - Tax Roll	\$ 404,974	\$ 3,005	\$ 3,005	\$ -
Interest	\$ -	\$ -	\$ 4	\$ 4
<b>Total Revenues</b>	<b>\$ 404,974</b>	<b>\$ 3,005</b>	<b>\$ 3,009</b>	<b>\$ 4</b>
<b>Expenditures:</b>				
Interest - 11/1	\$ 147,763	\$ 147,763	\$ 147,763	\$ (0)
Special Call - 11/1	\$ -	\$ -	\$ 20,000	\$ (20,000)
Principal - 5/1	\$ 110,000	\$ -	\$ -	\$ -
Interest - 5/1	\$ 147,763	\$ -	\$ -	\$ -
<b>Total Expenditures</b>	<b>\$ 405,525</b>	<b>\$ 147,763</b>	<b>\$ 167,763</b>	<b>\$ (20,000)</b>
<b>Excess (Deficiency) of Revenues over Expenditures</b>	<b>\$ (551)</b>	<b>\$ (144,758)</b>	<b>\$ (164,754)</b>	<b>\$ 20,004</b>
<b>Fund Balance - Beginning</b>	<b>\$ 187,971</b>		<b>\$ 372,501</b>	
<b>Fund Balance - Ending</b>	<b>\$ 187,420</b>		<b>\$ 207,748</b>	

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

	Adopted	Prorated Budget	Actual	
	Budget	Thru 11/30/21	Thru 11/30/21	Variance
<b>Revenues:</b>				
Assessments - Direct Bill	\$ 368,900	\$ 136,350	\$ 70,200	\$ (66,150)
Assessments - Lot Closings	\$ -	\$ -	\$ 128,750	\$ 128,750
Interest	\$ -	\$ -	\$ 4	\$ 4
<b>Total Revenues</b>	<b>\$ 368,900</b>	<b>\$ 136,350</b>	<b>\$ 198,954</b>	<b>\$ 62,604</b>
<b>Expenditures:</b>				
Interest - 11/1	\$ 120,934	\$ 120,934	\$ 120,934	\$ -
Principal - 5/1	\$ 125,000	\$ -	\$ -	\$ -
Interest - 5/1	\$ 120,934	\$ -	\$ -	\$ -
<b>Total Expenditures</b>	<b>\$ 366,869</b>	<b>\$ 120,934</b>	<b>\$ 120,934</b>	<b>\$ -</b>
<b>Excess (Deficiency) of Revenues over Expenditures</b>	<b>\$ 2,031</b>	<b>\$ 15,416</b>	<b>\$ 78,020</b>	<b>\$ 62,604</b>
<b>Fund Balance - Beginning</b>	<b>\$ 120,947</b>		<b>\$ 489,833</b>	
<b>Fund Balance - Ending</b>	<b>\$ 122,978</b>		<b>\$ 567,853</b>	

**VillaMar**  
**Community Development District**  
**Capital Projects Fund Series 2019**  
**Statement of Revenues, Expenditures, and Changes in Fund Balance**  
**For The Period Ending November 30, 2021**

	Adopted	Prorated Budget	Actual	
	Budget	Thru 11/30/21	Thru 11/30/21	Variance
<b><u>Revenues</u></b>				
Interest	\$ -	\$ -	\$ 2	\$ 2
<b>Total Revenues</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 2</b>	<b>\$ 2</b>
<b><u>Expenditures:</u></b>				
Capital Outlay	\$ -	\$ -	\$ -	\$ -
<b>Total Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Excess (Deficiency) of Revenues over Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 2</b>	<b>\$ 2</b>
<b>Fund Balance - Beginning</b>	<b>\$ -</b>		<b>\$ 999</b>	
<b>Fund Balance - Ending</b>	<b>\$ -</b>		<b>\$ 1,001</b>	

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

	Adopted	Prorated Budget	Actual	
	Budget	Thru 11/30/21	Thru 11/30/21	Variance
<b>Revenues</b>				
Developer Contributions	\$ -	\$ -	\$ 163,422	\$ 163,422
Interest	\$ -	\$ -	\$ 6	\$ 6
<b>Total Revenues</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 163,428</b>	<b>\$ 163,428</b>
<b>Expenditures:</b>				
Capital Outlay	\$ -	\$ -	\$ 542,347	\$ (542,347)
<b>Total Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 542,347</b>	<b>\$ (542,347)</b>
<b>Excess (Deficiency) of Revenues over Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ (378,918)</b>	<b>\$ 705,775</b>
<b>Fund Balance - Beginning</b>	<b>\$ -</b>		<b>\$ 13,473</b>	
<b>Fund Balance - Ending</b>	<b>\$ -</b>		<b>\$ (365,445)</b>	

**VillaMar**  
**Community Development District**  
**Capital Projects Fund Series 2022**  
**Statement of Revenues, Expenditures, and Changes in Fund Balance**  
**For The Period Ending November 30, 2021**

	Adopted	Prorated Budget	Actual	
	Budget	Thru 11/30/21	Thru 11/30/21	Variance
<b>Revenues</b>				
Developer Advances	\$ -	\$ -	\$ 18,475	\$ 18,475
<b>Total Revenues</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 18,475</b>	<b>\$ 18,475</b>
<b>Expenditures:</b>				
Capital Outlay	\$ -	\$ -	\$ 18,219	\$ (18,219)
Capital Outlay - Cost of Issuance	\$ -	\$ -	\$ 256	\$ (256)
<b>Total Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 18,475</b>	<b>\$ (18,475)</b>
<b>Excess (Deficiency) of Revenues over Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 36,950</b>
<b>Fund Balance - Beginning</b>	<b>\$ -</b>		<b>\$ (96,620)</b>	
<b>Fund Balance - Ending</b>	<b>\$ -</b>		<b>\$ (96,620)</b>	



**VillaMar**  
Community Development District  
Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
<b>Revenues:</b>													
Assessments - Tax Roll	\$ -	\$ 1,352	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	1,352
Assessments - Direct Bill	\$ -	\$ 28,377	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	28,377
Assessments - Lot Closings	\$ 56,209	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	56,209
<b>Total Revenues</b>	<b>\$ 56,209</b>	<b>\$ 29,730</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>85,939</b>
<b>Expenditures:</b>													
<b><u>General &amp; Administrative:</u></b>													
Supervisor Fees	\$ 600	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	600
Engineering	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Attorney	\$ 1,645	\$ 3,037	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	4,682
Annual Audit	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Assessment Administration	\$ 5,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	5,000
Arbitrage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Dissemination	\$ 600	\$ 500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	1,100
Trustee Fees	\$ 2,788	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	2,788
Management Fees	\$ 3,004	\$ 3,004	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	6,008
Information Technology	\$ 150	\$ 150	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	300
Website Maintenance	\$ 100	\$ 100	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	200
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Postage & Delivery	\$ 7	\$ 113	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	119
Insurance	\$ 5,570	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	5,570
Printing & Binding	\$ 4	\$ 72	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	77
Legal Advertising	\$ 2,098	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	2,098
Other Current Charges	\$ 46	\$ 31	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	77
Office Supplies	\$ 3	\$ 17	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	20
Travel Per Diem	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Dues, Licenses & Subscriptions	\$ 175	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	175
<b>Total General &amp; Administrative</b>	<b>\$ 21,789</b>	<b>\$ 7,025</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>28,814</b>

**VillaMar**  
Community Development District  
Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
<b><u>Operations &amp; Maintenance</u></b>													
<b>Field Expenditures</b>													
Property Insurance	\$ 7,981	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	7,981
Field Management	\$ 1,250	\$ 1,250	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	2,500
Landscape Maintenance	\$ 3,630	\$ 4,212	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	7,842
Landscape Replacement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Pond Maintenance	\$ 266	\$ 266	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	532
Streetlights	\$ 3,800	\$ 3,800	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	7,601
Electric	\$ 55	\$ 56	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	110
Water & Sewer	\$ 504	\$ 360	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	864
Sidewalk & Asphalt Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Irrigation Repairs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
General Repairs & Maintenance	\$ 560	\$ 464	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	1,024
Contingency	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
<b>Subtotal Field Expenditures</b>	<b>\$ 18,046</b>	<b>\$ 10,408</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>28,454</b>
<b>Amenity Expenditures</b>													
Amenity - Electric	\$ 1,346	\$ 1,292	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	2,638
Amenity - Water	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Playground & Furniture Lease	\$ 1,079	\$ 1,079	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	2,158
Internet	\$ 116	\$ 222	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	337
Pest Control	\$ 40	\$ 40	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	80
Janitorial Services	\$ 525	\$ 600	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	1,125
Security Services	\$ -	\$ 240	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	240
Pool Maintenance	\$ 1,350	\$ 1,350	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	2,700
Amenity Access Management	\$ 417	\$ 417	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	833
Amenity Repairs & Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Contingency	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
<b>Subtotal Amenity Expenditures</b>	<b>\$ 4,872</b>	<b>\$ 5,239</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>10,111</b>
<b>Total Operations &amp; Maintenance</b>	<b>\$ 22,918</b>	<b>\$ 15,646</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>38,564</b>
<b>Total Expenditures</b>	<b>\$ 44,707</b>	<b>\$ 22,671</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>67,378</b>
<b>Excess (Deficiency) of Revenues over Expenditures</b>	<b>\$ 11,502</b>	<b>\$ 7,059</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>18,561</b>
<b>Other Financing Sources/Uses:</b>													
Transfer In/(Out)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
<b>Total Other Financing Sources/Uses</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>-</b>
<b>Net Change in Fund Balance</b>	<b>\$ 11,502</b>	<b>\$ 7,059</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>18,561</b>

# VillaMar

## Community Development District

### Long Term Debt Report

<b>SERIES 2019, SPECIAL ASSESSMENT REVENUE BONDS</b>		
INTEREST RATE:	3.750%, 4.000%, 4.625%, 4.875%%	
MATURITY DATE:	5/1/2050	
RESERVE FUND DEFINITION	50% MAXIMUM ANNUAL DEBT SERVICE	
RESERVE FUND REQUIREMENT	\$202,648	
RESERVE FUND BALANCE	\$203,546	
BONDS OUTSTANDING - 06/25/19		\$7,180,000
LESS: SPECIAL CALL - 08/01/20		(\$290,000)
LESS: SPECIAL CALL - 11/1/20		(\$280,000)
LESS: SPECIAL CALL - 2/1/21		(\$45,000)
LESS: PRINICPAL PAYMENT - 5/1/21		(\$110,000)
LESS: SPECIAL CALL - 5/1/21		(\$30,000)
LESS: SPECIAL CALL - 8/1/21		(\$65,000)
LESS: SPECIAL CALL - 11/1/21		(\$20,000)
<b>CURRENT BONDS OUTSTANDING</b>		<b>\$6,340,000</b>

<b>SERIES 2020, SPECIAL ASSESSMENT REVENUE BONDS</b>		
INTEREST RATE:	2.625%, 3.200%, 3.750%, 4.000%	
MATURITY DATE:	5/1/2051	
RESERVE FUND DEFINITION	MAXIMUM ANNUAL DEBT SERVICE	
RESERVE FUND REQUIREMENT	\$368,900	
RESERVE FUND BALANCE	\$368,900	
BONDS OUTSTANDING - 11/24/20		\$6,500,000
<b>CURRENT BONDS OUTSTANDING</b>		<b>\$6,500,000</b>

**VillaMar**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**Special Assessment Receipts**  
**Fiscal Year 2022**

\$ 195,991.20    \$ 435,455.84    \$ 631,447.04  
\$ 182,271.82    \$ 404,973.93    \$ 587,245.75

**ON ROLL ASSESSMENTS**

							31.04%	68.96%	100.00%
Date	Distribution	Gross Amount	(Discount)/Penalty	Commissions	Interest	Net Receipts	O&M Portion	2019 Debt Service Portion	Total
11/19/21	ACH	\$1,890.56	(\$75.63)	(\$36.30)	\$0.00	\$1,778.63	\$552.06	\$1,226.57	\$1,778.63
11/30/21	ACH	\$9,452.80	(\$378.14)	(\$181.49)	\$0.00	\$8,893.17	\$2,760.30	\$6,132.87	\$8,893.17
11/30/21	1% Fee Adj	(\$6,314.47)	\$0.00	\$0.00	\$0.00	(\$6,314.47)	(\$1,959.91)	(\$4,354.56)	(\$6,314.47)
<b>TOTAL</b>		<b>\$ 5,028.89</b>	<b>\$ (453.77)</b>	<b>\$ (217.79)</b>	<b>\$ -</b>	<b>\$ 4,357.33</b>	<b>\$ 1,352.45</b>	<b>\$ 3,004.88</b>	<b>\$ 4,357.33</b>

<b>1%</b>	<b>Net Percent Collected</b>
<b>\$582,888.42</b>	<b>Balance Remaining to Collect</b>

**DIRECT BILL ASSESSMENTS**

VMAR Dev, LLC 2022-01				\$143,925.84	\$41,475.84	\$102,450.00
Date Received	Due Date	Check Number	Net Assessed	Amount Received	General Fund	Series 2020 Debt Service
	11/1/21		\$71,962.92			
	2/1/22		\$35,981.46			
	5/1/22		\$35,981.46			
			<b>\$ 143,925.84</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

VILLA MAR FG, LLC 2022-02				\$112,827.51	\$112,827.51	
Date Received	Due Date	Check Number	Net Assessed	Amount Received	General Fund	Series 2020 Debt Service
	11/1/21		\$56,413.76			
	2/1/22		\$28,206.88			
	5/1/22		\$28,206.88			
			<b>\$ 112,827.52</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

Adams Homes of North west Florida, Inc. 2022-03				\$94,786.00	\$27,286.00	\$67,500.00
Date Received	Due Date	Check Number	Net Assessed	Amount Received	General Fund	Series 2020 Debt Service
	11/1/21		\$47,393.00			
	2/1/22		\$23,696.50			
	5/1/22		\$23,696.50			
			<b>\$ 94,786.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

Meritage Homes Corporation 2022-04				\$98,577.44	\$28,377.44	\$70,200.00
Date Received	Due Date	Check Number	Net Assessed	Amount Received	General Fund	Series 2020 Debt Service
11/15/21	11/1/21	94051170	\$49,288.72	\$49,288.72	\$14,188.72	\$35,100.00
11/15/21	2/1/22	94051170	\$24,644.36	\$24,644.36	\$7,094.36	\$17,550.00
11/15/21	5/1/22	94051170	\$24,644.36	\$24,644.36	\$7,094.36	\$17,550.00
			<b>\$ 98,577.44</b>	<b>\$ 98,577.44</b>	<b>\$ 28,377.44</b>	<b>\$ 70,200.00</b>

## SECTION 3

## SECTION (a)

Requisition	Payee/Vendor	Amount
99	Modica & Associates	\$ 1,750.00
100	QGS Development, inc.	\$ 320,159.50
101	Faulkner Engineering Services	\$ 13,000.00
102	Ferguson Waterworks	\$ 80.00
103	Wood & Associates Engineering, Inc.	\$ 850.00
104	VMar Dev, LLC	\$ 3,000.00
105	Leading Edge Land Services, Inc.	\$ 3,039.75
106	Wood & Associates Engineering, Inc.	\$ 156.25
107	VMar Dev, LLC	\$ 3,000.00
108	Stewart & Associates Property Services	\$ 38,015.00
109	Modica & Associates	\$ 1,750.00
110	VMar Dev, LLC	\$ 3,000.00
111	VMar Dev, LLC	\$ 3,250.00
112	Ferguson Waterworks	\$ 20.00
113	Wood & Associates Engineering, Inc.	\$ 3,400.00
TOTAL		\$ 394,470.50

SECTION (b)



**VillaMar**  
**Community Development District**

**FY22 Funding Request # 3**  
**November 12, 2021**


Bill: VMAR Dev

Requisition # Payee		Series 2020 Ph3 Capital Projects Fund	
1	Tucker Paving Inc Pay Application # 3 period thru 10/25/21	\$	163,422.10
		\$	163,422.10
		\$	163,422.10

Please make check payable to:

**VillaMar Community Development District**  
6200 Lee Vista Blvd, Suite 300  
Orlando, FL 32822

The undersigned hereby further certifies that the invoices listed are costs of the Series 2020 Ph3 project which have not previously been paid

  
\_\_\_\_\_  
Responsible Officer

## SECTION (c)

**THE KEARNEY COMPANIES, LLC.**

9625 Wes Kearney Way, Riverview FL 33578

Office (813) 421-6601

Fax (813) 421-6701

*Underground Utilities**Site Development***PROJECT: VILLAMAR PHASE 4  
CHANGE ORDER NO. 7  
THE KEARNEY COMPANIES PROJECT NO. 0060-01**Date: 30-Nov-21

Conditions: The changes described herein shall be governed by the terms and conditions of the Contract, and shall not in any way alter the terms of the Contract, but shall hereafter be a part of the Contract.

INV. NO.	DESCRIPTION	Invoice Amount	Sales Tax	TOTAL COST
138795	ATLANTIC TNG 10/11/2021	\$ 4,977.00		
		\$ 4,977.00	\$ 248.85	\$ 5,225.85
1914910-2	FERGUSON 9/29/2021	\$ 51,164.54		
1915693-1	FERGUSON 10/13/2021	\$ 27.00		
1915693-2	FERGUSON 10/15/2021	\$ 2,912.01		
1915795-3	FERGUSON 9/28/2021	\$ 1,255.35		
1915795-4	FERGUSON 10/14/2021	\$ 5,893.80		
1917798-3	FERGUSON 9/28/2021	\$ 12,658.00		
1917798-4	FERGUSON 10/14/2021	\$ 2,295.00		
1917808-1	FERGUSON 10/14/2021	\$ 4,225.00		
1925645	FERGUSON 9/29/2021	\$ 30,842.19		
1925648	FERGUSON 9/29/2021	\$ 1,854.75		
1927496	FERGUSON 10/15/2021	\$ 53,929.00		
1928610	FERGUSON 10/19/2021	\$ 649.12		
1928702	FERGUSON 10/14/2021	\$ 811.86		
1928955	FERGUSON 10/15/2021	\$ 1,963.34		
1929070	FERGUSON 10/18/2021	\$ 5,171.60		
1929746	FERGUSON 10/20/2021	\$ 4,269.65		
1930221	FERGUSON 10/26/2021	\$ 3,695.50		
1930228	FERGUSON 10/22/2021	\$ 368.50		
1930618	FERGUSON 10/25/2021	\$ 3,148.80		
1931059	FERGUSON 10/27/2021	\$ 2,255.00		
1931286	FERGUSON 10/27/2021	\$ 1,672.00		
1931446	FERGUSON 11/2/2021	\$ 5,059.15		
1931501	FERGUSON 10/28/2021	\$ 744.52		
1931668	FERGUSON 11/4/2021	\$ 2,713.40		
1931874	FERGUSON 10/29/2021	\$ 19,327.96		
1931897	FERGUSON 10/29/2021	\$ 56,916.00		
1931899	FERGUSON 10/29/2021	\$ 2,886.00		
1931901	FERGUSON 10/29/2021	\$ 8,223.25		
1932090	FERGUSON 11/2/2021	\$ 6,972.00		
1932090-1	FERGUSON 11/15/2021	\$ 3,456.00		
1932433	FERGUSON 11/4/2021	\$ 725.00		
1932599	FERGUSON 11/4/2021	\$ 2,630.50		
1932711	FERGUSON 11/4/2021	\$ 1,608.60		
1932903	FERGUSON 11/4/2021	\$ 300.00		
1933063	FERGUSON 11/5/2021	\$ 962.70		
1933347	FERGUSON 11/9/2021	\$ 226.00		
1933797	FERGUSON 11/11/2021	\$ 445.00		
1934573	FERGUSON 11/12/2021	\$ 2,608.03		
1934793	FERGUSON 11/17/2021	\$ 1,176.52		
1935047	FERGUSON 11/17/2021	\$ 2,674.16		
1935123	FERGUSON 11/17/2021	\$ 554.16		
		\$ 311,270.96	\$ 15,538.55	\$ 326,809.51

11819851	FORTERRA 10/22/2021	\$ 25,892.23		
		\$ 25,892.23	\$ 1,294.61	\$ 27,186.84
P779887	CORE & MAIN 10/18/2021	\$ 12,675.00		
P787975	CORE & MAIN 10/18/2021	\$ 1,368.00		
P821627	CORE & MAIN 10/22/2021	\$ 2,132.77		
P848501	CORE & MAIN 10/28/2021	\$ 1,710.00		
P939100		\$ 3,750.00		
		\$ 21,635.77	\$ 1,081.79	\$ 22,717.56
21024	FLORIDA SOIL CEMENT CO. 9/30/2021	\$ 38,733.60		
21025	FLORIDA SOIL CEMENT CO. 9/30/2021	\$ 60,852.40		
21026	FLORIDA SOIL CEMENT CO. 10/12/2021	\$ 2,117.24		
21027	FLORIDA SOIL CEMENT CO. 10/12/2021	\$ 37,125.74		
		\$ 138,828.98	\$ 6,941.45	\$ 145,770.43
<b>TOTAL</b>				<b>\$ (527,710.19)</b>

REASON FOR CHANGE: DIRECT PURCHASE OF MATERIALS BY CDD

ACCEPTABLE TO:

  
 \_\_\_\_\_  
 The Kearney Companies, LLC.

DATE: 30-Nov-21

  
 \_\_\_\_\_  
 Engineer

DATE: 12-8-21

  
 \_\_\_\_\_  
 Owner

DATE: 12-20-21