

*Old Hickory  
Community Development District*

*Agenda*

*September 14, 2020*

# AGENDA

# *Old Hickory*

## *Community Development District*

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219 E. Livingston Street, Orlando, Florida 32801  
Phone: 407-841-5524 – Fax: 407-839-1526

September 7, 2020

Board of Supervisors  
Old Hickory Community  
Development District

Dear Board Members:

The meeting of the Board of Supervisors of the Old Hickory Community Development District will be held **Monday, September 14, 2020 at 1:00 p.m. via Zoom: <https://zoom.us/j/96763733001>**. Following is the advance agenda for the regular meeting:

### **Board of Supervisors Meeting**

1. Roll Call
2. Public Comment Period
3. Approval of Minutes of the August 3, 2020 Board of Supervisors Meeting and Acceptance of Minutes of the August 3, 2020 Landowners' Meeting
4. Consideration of Professional Engineering Agreement with Hamilton Engineering & Surveying
5. Consideration of Resolution 2020-24 Bond Delegation Resolution
6. Review of Landscape Maintenance Bids and Selection of Vendor
7. Consideration of Fiscal Year 2021 Developer Funding Agreement
8. Discussion of Aquatic Maintenance Proposal
9. Appointment of Audit Committee and Chairman
10. Staff Reports
  - A. Attorney
  - B. Engineer
  - C. District Manager's Report
    - i. Balance Sheet and Income Statement
    - ii. Ratification of Funding Requests #4 - #5
11. Other Business
12. Supervisor's Requests
13. Adjournment

### **Audit Committee**

1. Roll Call
2. Public Comment Period
3. Audit Services
  - A. Approval of Request for Proposals and Selection Criteria
  - B. Approval of Notice of Request for Proposals for Audit Services
  - C. Public Announcement of Opportunity to Provide Audit Services
4. Adjournment

The second order of business of the Board of Supervisors Meeting is the Public Comment Period where the public has an opportunity to be heard on propositions coming before the Board as reflected on the agenda, and any other items.

The third order of business is the approval of minutes of the August 3, 2020 Board of Supervisors meeting and acceptance of the minutes of the August 3, 2020 landowners' meeting. The minutes are enclosed for your review.

The fourth order of business is the consideration of the professional engineering agreement with Hamilton Engineering & Surveying. A copy of the agreement is enclosed for your review.

The fifth order of business is the consideration of Resolution 2020-24 bond delegation resolution. A copy of the Resolution is enclosed for your review and the supporting exhibits will be provided for reference.

The sixth order of business is the review of the landscape maintenance bid responses and selection of a vendor. A copy of the bid tabulation and pricing sheets are enclosed for your review.

The seventh order of business is the consideration of the Fiscal Year 2021 developer funding agreement. A copy of the agreement is enclosed for your review.

The eighth order of business is the discussion of the proposal for aquatic maintenance services. A copy of the proposal and service map is enclosed for your review.

The ninth order of business is the appointment of the Audit Committee and Chairman. There is no back-up material.

The tenth order of business is Staff Reports. Section 1 of the District Manager's Report includes the balance sheet and income statement for review and Section 2 includes Funding Requests #4 - #5 for ratification. The funding requests and supporting documentation is enclosed for your review.

Following the adjournment of the Board of Supervisor's meeting, there will be a meeting of the Audit Committee to approve the Request for Proposals, selection criteria and the notice of RFP for auditing services. Enclosed for your review are copies of the RFP, selection criteria, and RFP notice.

The balance of the agenda will be discussed at the meeting. In the meantime, if you should have any questions, please contact me.

Sincerely,



George S. Flint  
District Manager

Cc: Jan Carpenter, District Counsel  
David Reid, Interim District Engineer  
Steve Sanford, Bond Counsel  
Jon Kessler, Underwriter  
Stacey Johnson, Trustee

Enclosures

**BOARD OF SUPERVISORS  
MEETING**

# MINUTES

MINUTES OF MEETING  
OLD HICKORY  
COMMUNITY DEVELOPMENT DISTRICT

A Regular meeting of the Board of Supervisors of the Old Hickory Community Development District was held Monday, August 3, 2020 at 1:00 p.m. at the Oasis Club at ChampionsGate, 1520 Oasis Club Blvd., ChampionsGate, Florida.

Present and constituting a quorum were:

Lane Register	Chairman
Adam Morgan	Vice Chairman
Daniel La Rosa	Assistant Secretary

Also present were:

George Flint	District Manager
Alan Scheerer	Field Manager
Kristen Trucco	District Counsel
Dave Reid	District Engineer
Tricia Adams	GMS

**FIRST ORDER OF BUSINESS**

**Roll Call**

Mr. Flint called the meeting to order and called the roll. There were three members present, constituting a quorum.

**SECOND ORDER OF BUSINESS**

**Public Comment Period**

Mr. Flint: For the record, there are no members of the public here to provide comment.

**THIRD ORDER OF BUSINESS**

**Organizational Matters**

**A. Administration of Oaths of Office to Newly Elected Supervisors**

Mr. Flint: We need to go ahead and administer the Oaths of Office for the three new Board members. As citizen of the State of Florida and the United States of America and as Officers of the Old Hickory Community Development District, do you hear by solemnly swear or affirm you will support the Constitution of the United States and of the State of Florida?

Mr. Register: I do.

Mr. Morgan: I do.

MINUTES OF MEETING  
OLD HICKORY  
COMMUNITY DEVELOPMENT DISTRICT

A Regular meeting of the Board of Supervisors of the Old Hickory Community Development District was held Monday, August 3, 2020 at 1:00 p.m. via Zoom Teleconference.

Present and constituting a quorum were:

Lane Register	Chairman
Adam Morgan	Vice Chairman
Daniel La Rosa	Assistant Secretary

Also present were:

George Flint	District Manager
Alan Scheerer	Field Manager
Kristen Trucco	District Counsel
Tricia Adams	GMS

**FIRST ORDER OF BUSINESS**

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Mr. Flint called the meeting to order and called the roll. There were three members present, constituting a quorum.

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Mr. Register: I do.

Mr. Morgan: I do.

Mr. La Rosa: I do.



Mr. Flint: If you could print your name at the top and sign where it says Board Supervisor I can notarize those for you.

**B. Consideration of Resolution 2020-18 Canvassing and Certifying the Results of Landowners' Election**

Mr. Flint: Resolution 2020-18 canvasses and certifies the results of the Landowner Election that took place just before this meeting. In that resolution we would insert Lane Register, Adam Morgan, Dan La Rosa, Mike Lewellen, and Karen Morgan. Lane and Adam received 100 votes each and the other three Supervisors received 99 votes each. Are there any question on the Resolution? Hearing none,

On MOTION by Mr. Morgan, seconded by Mr. Register, with all in favor, the Resolution 2020-18 Canvassing and Certifying the Results of the Landowners' Election, was approved.

**C. Election of Officers**

Mr. Flint: This was done previously at the Organizational meeting, but since we just had the initial Landowner Election, we will need to elect officers again. Do you want to keep the officers the same?

Mr. Morgan: Yes, that's fine.

**D. Consideration of Resolution 2020-19 Electing Officers**

On MOTION by Mr. Morgan, seconded by Mr. Register, with all in favor, Resolution 2020-19 Electing Officers with Mr. Lane Register as Chairman, Mr. Adam Morgan as Vice Chairman, Mr. Mike Lewellen, Mr. Dan La Rosa, and Ms. Karen Morgan as Assistant Secretaries, Mr. Flint as Secretary, Mr. Lovera as Treasurer, and Ms. Viscarra as Assistant Treasurer, was approved.

**FOURTH ORDER OF BUSINESS**

**Approval of Minutes of the June 1, 2020 Meeting**

Mr. Flint: Did the Board have any comments or corrections on those? Hearing none,

On MOTION by Mr. Morgan, seconded by Mr. Register, with all in favor, the Minutes of the June 1, 2020 Meeting, were approved.

**FIFTH ORDER OF BUSINESS**

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

Mr. Flint: You can see Hamilton Engineering was the only respondent to the RFQ. Under your rules you have the ability to reject and re-advertise if you so choose, or you can choose to rank Hamilton number 1 and authorize staff to negotiate an agreement.

On MOTION by Mr. Morgan, seconded by Mr. Register, with all in favor, Ranking of Proposal for District Engineer Services and the Selection of Hamilton Engineering as the District Engineer and authorization for staff to negotiate an agreement, was approved.

**SIXTH ORDER OF BUSINESS**

**Public Hearings**

**A. Rules of Procedure**

**i. Consideration of Resolution 2020-20 Adopting the District’s Rules of Procedure**

Mr. Flint: At the Organizational meeting you were provided a draft of the rules and you set the Public Hearing for today. There was a 28 and 29 day notice that was placed in the newspaper. The Rules are attached to Resolution 2020-20. They generally address how the Board operates, how the meetings are held and noticed, how you bid out certain services, etc. Anything else Kristen on the Rules?

Ms. Trucco: No, nothing else to add. These are standard rules to just to reiterate what George said, they are just following the Rules and Regulations of Florida on Community Development Districts. If you have any questions at all feel free to reach out.

Mr. Flint: For the record, we will note that there’s no members of the public here to provide any comment so we’ll bring it back to the Board for consideration of Resolution 2020-20.

On MOTION by Mr. Morgan, seconded by Mr. Register, with all in favor, Resolution 2020-20 Adopting the District’s Rules of Procedure, was approved.

**B. Uniform Method of Collection**

**i. Consideration of Resolution 2020-21 Expressing the District’s Intent to Utilize the Uniform Method of Collection**

Mr. Flint: This is a Public Hearing that allows the District to utilize the Uniform Collection Method for collection of your Operating & Maintenance and Debt Service assessments. Again, you all authorized us to advertise the public hearing for today. The appropriate notices were run in

the newspaper. There are no members of the public here to provide comment, so we will bring it back to the Board for consideration of Resolution 2020-21.

On MOTION by Mr. Morgan, seconded by Mr. Register, with all in favor, Resolution 2020-21 Expressing the District’s Intent to Utilize the Uniform Method of Collection, was approved.

**C. Fiscal Years 2020 & 2021 Budgets**

**i. Consideration of Resolution 2020-22 Adopting the Fiscal Years 2020 & 2021 Budgets and Relating to the Annual Appropriations**

Mr. Flint: Next are Pubic Hearings to adopt the current year budget for Fiscal Year 2020 and next year’s budget Fiscal Year 2021. At the Organizational meeting you approved proposed budgets for both fiscal years and you set the public hearing for today. Attached as Exhibit ‘A’ to the resolution is a document that reflects both the current 2020 budget and the 2021 budget. It’s contemplated that these budgets would be funded by a Developer Funding Agreement in leu of imposing assessments.

On MOTION by Mr. Morgan, seconded by Mr. Register, with all in favor, Resolution 2020-22 Adopting the Fiscal Year 2020 & 2021 Budgets and Relating to the Annual Appropriations, was approved.

**D. Levying Assessments**

**i. Consideration of Master Engineer’s Report**

Mr. Flint: Next is a Public Hearing to consider imposing the debt services assessments. You all approved the Engineer’s Report and Master Assessment Methodology and two resolutions that the Organizational meeting. One was declaring your intent to impose assessments and the other one setting the public hearing for today to do that. You will see the first item under this section is the Engineer’s Report, which is dated June 1<sup>st</sup> prepared by the interim District Engineer at the time. This report defines the proposed improvements to be constructed and/or acquired by the CDD. The costs estimate of probable costs associated with those improvements who the ownership maintenance entities are for the different categories of improvements. There’s also attached the legal description for the boundaries of the District as well as a sketch showing the District location. The District Engineer is on the Zoom call if you have any questions for him. I don’t believe the report has changed since you all saw it at the Organizational meeting. Are there any questions on the Engineer’s Report? Hearing none,

## **ii. Consideration of Master Assessment Methodology Report**

Mr. Flint: Next is your Master Assessment Methodology. This is also dated June 1, 2020, and this takes the improvements that were identified in the District Engineer's Report. If you turn to page 9 which is Table 1, this shows your proposed development plan. It's a combination of single family 50' and 60' product types. We assigned an ERU factors to each of those product types. Table 2 is the cost estimates that were included in the Engineer's Report at \$16,807,000. Table 3 is a conservative bond sizing in the event we were to fund 100% of the eligible improvements. Taking some conservative parameters we would issue \$21,740,000. That assumes a 6% interest rate, 30-year amortization, 2 years of capitalized interest, 1 year of max annual debt service reserve, and underwriters discount at 2%. Table 4 allocates the benefit, basically you are looking at the improvement cost per product type and per unit. Table 5 looks at the par debt per product type and per unit. Table 6 shows you what the annual debt service assessment would be if we were to fund 100% of those improvements. Table 7 is the preliminary assessment roll with the legal descriptions of the boundaries of the District attached as well. We don't intend to issue the \$21,000,000, but this does give the District the ability to fund all the improvements. However, when we go to actually price the bonds, we will be using a target assessment amount that will be lower than what the per unit assessments are in the report.

## **iii. Public Comment & Testimony**

Mr. Flint: There are no members of the public on the Zoom call or here in person so we will move on to the next item.

## **iv. Consideration of Resolution 2020-23 Levying Assessments**

Mr. Flint: This resolution levies the debt service assessments at the level that's indicated that would fund 100% of the improvements identified in the Engineer's Report. Section 3 provides certain findings. Section 4 authorizes the project as identified in the Engineer's Report. Section 5 acknowledges the estimated costs of the project. Section 6 approves and confirms the Methodology. Section 7 address the finalization of the Special Assessments. Section 8 allows for the payment and pre-payment of the Special Assessments and provides for the method of collection. Section 9 deals with government property transfers of property to units of government. Section 10 confirms the notices and Section 11 is a severability clause. Section 12 is conflicts and 13 is an effective date.

Ms. Trucco: I'll just add that District Counsel has reviewed the Master Assessment Methodology Report and the Engineer's Report. Those are standard, we see no issue with them. We would recommend the Board's approval of Resolution 2020-23.

Mr. Flint: Are there any questions on the Resolution, and if not is there a motion? We will note there are no members of the public here to provide comment.

On MOTION by Mr. Morgan, seconded by Mr. Register, with all in favor, Resolution 2020-23 Levying Assessments, was approved.

**SEVENTH ORDER OF BUSINESS**

**Staff Reports**

**A. Attorney**

Mr. Flint: Kristin, any report for the Board?

Ms. Trucco: The only update is that we have secured a final judgement hearing which is the final step in the court proceeding to validate the bonds. We've worked on some pre-trial testimony with the District Engineer and the District Manager who have graciously done so quickly in an attempt to save the District some court and legal fees to secure those funds. We don't anticipate any issues, but we will keep the Board apprised on any updated on that last final hearing.

Mr. Flint: The hearing is on September 8<sup>th</sup>?

Ms. Trucco: Yes, September 8<sup>th</sup> at 11:00 a.m.

Mr. Flint: We have a Board meeting on September 14<sup>th</sup>. We are shooting for having delegation resolution on the September 14<sup>th</sup> Board meeting which would be, we've done the assessments today. There is 30-day appeal period after September 8<sup>th</sup> assuming we get a favorable judgment. We will do the Delegation Resolution on September 14<sup>th</sup> and then we will be in a position to be able to close mid-October.

**B. Engineer**

Mr. Reid: I don't have anything new. I appreciate being approved for Hamilton to provide Engineering Services.

**C. District Manager's Report**

**i. Balance Sheet and Income Statement**

Mr. Flint: You have the unaudited financials and you have ratification for Funding Requests #2 and #3, which were included in your agenda. Are there any questions on the funding request, if not is there a motion to ratify them?

**ii. Ratification of Funding Requests #2 - #3**

On MOTION by Mr. Morgan, seconded by Mr. Register, with all in favor, the Funding Request No. 2 and No. 3, were ratified.

**iii. Approval of Fiscal Year 2021 Meeting Schedule**

Mr. Flint: You have the meeting schedule for first Monday of each month in this location at 1:00 p.m. with the exception of July and September. If the Board's comfortable with those meeting dates and times, a motion to approve the schedule would be in order.

On MOTION by Mr. Morgan, seconded by Mr. Register, with all in favor, the Fiscal Year 2021 Meeting Schedule, was approved.

**EIGHTH ORDER OF BUSINESS**

**Other Business**

Mr. Flint: That's all we had on the agenda, was there anything else the Board wanted to discuss? Hearing none, the next item followed.

**NINTH ORDER OF BUSINESS**

**Supervisor's Requests**

There being none, the next item followed.

**TENTH ORDER OF BUSINESS**

**Adjournment**

Mr. Flint: Is there a motion to adjourn?

On MOTION by Mr. Morgan, seconded by Mr. Register, with all in favor, the meeting was adjourned.

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

\_\_\_\_\_  
Chairman/Vice Chairman



MINUTES OF MEETING  
OLD HICKORY  
COMMUNITY DEVELOPMENT DISTRICT

A Landowner meeting of the Old Hickory Community Development District was held Monday, August 3, 2020 at 1:00 p.m. at the Oasis Club at ChampionsGate, 1520 Oasis Club Blvd., ChampionsGate, Florida.

Present were:

Lane Register  
Adam Morgan  
Daniel La Rosa  
George Flint  
Alan Scheerer  
Kristen Trucco  
Tricia Adams  
Dave Reid

**FIRST ORDER OF BUSINESS**

**Determination of Number of Voting Units  
Represented**

Mr. Flint called the meeting to order and called the roll.

Mr. Flint: Mr. Lane Register is named the proxy holder for Lennar Homes, LLC, who is the owner of 100% of the lands within the boundaries of the CDD that constitutes 175.395 acres or 176 authorized votes. That's the only landowner within the District and the only landowner present.

**SECOND ORDER OF BUSINESS**

**Call to Order**

Mr. Flint called the meeting to order and called the roll.

**THIRD ORDER OF BUSINESS**

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

Mr. Flint: For purposes of conducting the Landowner meeting Lane, would you designate me as the Chairman?

Mr. Register: Yes.

**FOURTH ORDER OF BUSINESS**

**Nominations for the Positions of  
Supervisors (5)**



Mr. Flint: Next will be nominations for the position of Supervisor. Mr. Register has provided me with his ballot nominating himself, Mr. Adam Morgan, Mr. Dan La Rosa, Mr. Mike Lewellen, and Ms. Karen Morgan. Are there any other nominations at this time? Hearing none, we will close the floor to nominations.

**FIFTH ORDER OF BUSINESS**

**Casting of Ballots**

Mr. Flint: The official ballot provided by Mr. Register indicates 100 votes for himself, 100 votes for Adam Morgan, 99 votes for Dan La Rosa, 99 votes for Mike Lewellen, and 99 votes for Karen Morgan.

**SIXTH ORDER OF BUSINESS**

**Tabulation of Ballots and Announcement of Results**

Mr. Flint: As a result of the ballots casted, Mr. Register and Mr. Morgan will serve four year terms, and the other three Board members will serve two year terms. Are there any questions from the landowner? Hearing none, we will move to the next item.

**SEVENTH ORDER OF BUSINESS**

**Adjournment**

Mr. Flint adjourned the meeting.

# SECTION IV

**AGREEMENT BETWEEN THE OLD HICKORY COMMUNITY DEVELOPMENT  
DISTRICT AND HAMILTON ENGINEERING & SURVEYING, INC. FOR  
PROFESSIONAL ENGINEERING SERVICES**

**THIS AGREEMENT** made and entered into this \_\_\_ day of \_\_\_\_\_, 2020, by and between:

**Old Hickory Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, and located in the City of St. Cloud, Osceola County, Florida (the “District”), with a mailing address of 219 E. Livingston Street, Orlando, Florida 32801; and

**Hamilton Engineering & Surveying, Inc.**, a Florida corporation, with a mailing address of 775 Warner Lane, Orlando, Florida 32803 (the “Engineer”).

**WHEREAS**, the District is a local unit of special-purpose government established and existing pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes* (“Uniform Act”), by ordinance of the City of St. Cloud, Osceola County, Florida; and

**WHEREAS**, the District is authorized to plan, finance, construct, install, acquire and/or maintain improvements, facilities and services in conjunction with the development of the lands within the District; and

**WHEREAS**, pursuant to sections 190.033 and 287.055, *Florida Statutes*, the District solicited proposals from qualified firms to provide professional engineering services on a continuing basis; and

**WHEREAS**, Engineer submitted a proposal to serve in this capacity; and

**WHEREAS**, the District's Board of Supervisors ranked Engineer as the most qualified firm to provide professional engineering services for the District and authorized the negotiation of a contract pursuant to section 287.055, *Florida Statutes*; and

**WHEREAS**, the District intends to employ Engineer to perform engineering, construction administration, environmental management and permitting, financial and economic studies, as defined by a separate work authorization or work authorizations; and

**WHEREAS**, the Engineer shall serve as District’s professional representative in each service or project to which this Agreement applies and will give consultation and advice to the District during performance of these services.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the acts and deeds to be performed by the parties and the payments by the District to the Engineer of the sums of money herein specified, it is mutually covenanted and agreed as follows:

**Article 1. Scope of Services**

- A. The Engineer will provide general engineering services, including:
  - 1. Preparation of any necessary reports and attendance at meetings of the District's Board of Supervisors.
  - 2. Providing professional engineering services including, but not limited to, review and execution of documents under any of the District's Trust Indentures and monitoring of District projects.
  - 3. Any other items requested by the Board of Supervisors.
  
- B. Engineer shall, when authorized by the Board, provide general services related to construction of any District projects including, but not limited to:
  - 1. Periodic visits to the site, or full-time construction management of District projects, as directed by District.
  - 2. Processing of contractors' pay estimates.
  - 3. Preparation of, and/or assistance with, the preparation of work authorizations, requisitions, change orders and acquisitions for review by the District Manager, District Counsel and the Board.
  - 4. Final inspection and requested certificates for construction including the final certificate of construction.
  - 5. Consultation and advice during construction, including performing all roles and actions required of any construction contract between District and any contractor(s) in which Engineer is named as owner's representative or "Engineer."
  - 6. Any other Activity related to construction as authorized by the Board.
  
- C. With respect to maintenance of the facilities, Engineer shall render such services as authorized by the Board.

**Article 2. Method of Authorization.** Each service or project shall be authorized in writing by the District. The written authorization shall be incorporated in a work authorization which shall include the scope of work, compensation, project schedule, and special provisions or conditions specific to the service or project being authorized ("Work Authorization"). Authorization of services or projects under the contract shall be at the sole option of the District.

**Article 3. Compensation.** It is understood and agreed that the payment of compensation for services under this contract shall be stipulated in each Work Authorization. One of the following methods will be utilized:

A. Lump Sum Amount – The District and Engineer shall mutually agree to a lump sum amount for the services to be rendered payable monthly in direct proportion to the work accomplished. For any lump-sum or cost-plus-a-fixed-fee professional service contract over the threshold amount provided in Section 287.017 of the Florida Statutes for CATEGORY FOUR, the District shall require the Engineer to execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. The price for any lump sum Work Authorization, and any additions thereto, will be adjusted to exclude any significant sums by which the District determines the Work Authorization was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such adjustments must be made within 1 year following the completion of the work contemplated by the lump sum Work Authorization.

B. Hourly Personnel Rates – For services or projects where the scope of services is not clearly defined or recurring services or other projects where the District desires the use of the hourly compensation rates outlined in **Exhibit “A.”** The District and Engineer may agree to a “not to exceed” amount when utilizing hourly personnel rates for a specific work authorization.

**Article 4. Reimbursable Expenses.** Reimbursable expenses consist of actual expenditures made by Engineer, its employees, or its consultants in the interest of the project for the incidental expenses as listed as follows:

A. Expenses of transportation and living when traveling in connection with a project, for long distance phone calls and telegrams, and fees paid for securing approval of authorities having jurisdiction over the project. All expenditures shall be made in accordance with Chapter 112, *Florida Statutes*, and with the District’s travel policy.

B. Expense of reproduction, postage and handling of drawings and specifications.

**Article 5. Term of Contract.** It is understood and agreed that the term of this contract will be from the time of execution of this contract by the parties until terminated in accordance with its terms.

**Article 6. Special Consultants.** When authorized in writing by the District, additional special consulting services may be utilized by Engineer and paid for on a cost basis.

**Article 7. Books and Records.** Engineer shall maintain comprehensive books and records relating to any services performed under this Agreement, which shall be retained by

Engineer for a period of at least four (4) years from and after completion of any services hereunder, or such further time as required under Florida's public records law. The District, or its authorized representative, shall have the right to audit such books and records at all reasonable times upon prior notice to Engineer.

**Article 8. Ownership of Documents.**

A. All rights in and title to all plans, drawings, specifications, ideas, concepts, designs, sketches, models, programs, software, creation, inventions, reports, or other tangible work product originally developed by Engineer pursuant to this Agreement (the "Work Product") shall be and remain the sole and exclusive property of the District when developed and shall be considered work for hire.

B. The Engineer shall deliver all Work Product to the District upon completion thereof unless it is necessary for Engineer in the District's sole discretion, to retain possession for a longer period of time. Upon termination of Engineer's services hereunder, Engineer shall deliver all such Work Product whether complete or not. The District shall have all rights to use any and all Work Product. Engineer shall retain copies of the Work Product for its permanent records, provided the Work Product is not used without the District's prior express written consent. Engineer agrees not to recreate any Work Product contemplated by this Agreement, or portions thereof, which if constructed or otherwise materialized, would be reasonably identifiable with the District. If said work product is used by the District for any purpose other than that purpose which is intended by this Agreement, the District shall indemnify Engineer from any and all claims and liabilities which may result from such re-use, in the event Engineer does not consent to such use.

C. The District exclusively retains all manufacturing rights to all materials or designs developed under this Agreement. To the extent the services performed under this Agreement produce or include copyrightable or patentable materials or designs, such materials or designs are work made for hire for the District as the author, creator, or inventor thereof upon creation, and the District shall have all rights therein including, without limitation, the right of reproduction, with respect to such work. Engineer hereby assigns to the District any and all rights Engineer may have including, without limitation, the copyright, with respect to such work. The Engineer acknowledges that the District is the motivating factor for, and for the purpose of copyright or patent, has the right to direct and supervise the preparation of such copyrightable or patentable materials or designs.

**Article 9. Accounting Records.** Records of Engineer pertaining to the services provided hereunder shall be kept on a basis of generally accepted accounting principles and shall be available to the District or its authorized representative for observation or audit at mutually agreeable times.

**Article 10. Independent Contractor.** Engineer and District agree that Engineer is and shall remain at all times an independent contractor and shall not in any way claim or be considered an employee of the District. Engineer shall not have authority to hire persons as employees of District.

**Article 11. Reuse of Documents.** All documents including drawings and specifications furnished by Engineer pursuant to this Agreement are instruments of service. They are not intended or represented to be suitable for reuse by District or others on extensions of the work for which they were provided or on any other project. Any reuse without specific written consent by Engineer will be at the District's sole risk and without liability or legal exposure to Engineer. All documents including drawings, plans and specifications furnished by Engineer to District are subject to reuse in accordance with section 287.055(10), *Florida Statutes*.

**Article 12. Estimate of Cost.** Since Engineer has no control over the cost of labor, materials or equipment or over a contractor's methods of determining prices, or over competitive bidding or market conditions, his opinions of probable cost provided as a service hereunder are to be made on the basis of his experience and qualifications and represent his best judgment as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposals, bids, or the construction costs will not vary from opinions of probable cost prepared by him. If the District wishes greater assurance as to the construction costs, it shall employ an independent cost estimator at its own expense. Services to modify approved documents to bring the construction cost within any limitation established by the District will be considered additional services and justify additional fees.

**Article 13. Insurance.** Engineer shall, at its own expense, maintain insurance during the performance of its services under this Agreement, with limits of liability not less than the following:

Workers Compensation	Statutory
General Liability	
Bodily Injury (including Contractual)	\$1,000,000/\$2,000,000
Property Damage (including Contractual)	\$1,000,000/\$2,000,000
Automobile Liability	
Bodily Injury/Property Damage	Combined Single Limits \$1,000,000
Professional Liability for Errors and Omissions	\$1,000,000

The District, its officers, supervisors, agents, staff, and representatives shall be named as additional insured parties (except on Professional Liability for Errors and Omissions). The Engineer shall furnish the District with the Certificate of Insurance evidencing compliance with the requirements of this Article. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the state of Florida.

If Engineer fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, Engineer shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

**Article 14. Contingent Fee.** The Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Engineer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

**Article 15. Audit.** The Engineer agrees that the District or any of its duly authorized representatives shall, until the expiration of three years after expenditure of funds under this Agreement, have access to and the right to examine any books, documents, papers, and records of the Engineer involving transactions related to the Agreement. The Engineer agrees that payment made under the Agreement shall be subject to reduction for amounts charged thereto that are found on the basis of audit examination not to constitute allowable costs. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or three years after completion of all work under the Agreement.

**Article 16. Indemnification.** The Engineer agrees, to the fullest extent permitted by law, to indemnify, defend, and hold the District harmless of and from any and all liabilities, claims, causes of action, demands, suits, or losses arising from the negligent acts, errors or omissions of the Engineer, Engineer's agents or employees, in the performance of professional services under this Agreement. Engineer agrees and covenants that nothing herein shall constitute or be construed as a waiver of the District's sovereign immunity pursuant to section 768.28, *Florida Statutes*.

**Article 17. Public Records.** Engineer understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Engineer agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*.



Engineer acknowledges that the designated public records custodian for the District is George Flint ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Engineer 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 Engineer 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 Engineer'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 Engineer, the Engineer 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 ENGINEER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE ENGINEER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (407) 841-5524, [GFLINT@GMSCFL.COM](mailto:GFLINT@GMSCFL.COM), OR C/O GOVERNMENTAL MANAGEMENT SERVICES - CENTRAL FLORIDA, LLC, 219 E. LIVINGSTON STREET, ORLANDO, FLORIDA 32801.**

**Article 18. Employment Verification.** The Engineer agrees that it shall bear the responsibility for verifying the employment status, under the Immigration Reform and Control Act of 1986, of all persons it employs in the performance of this Agreement.

**Article 19. Controlling Law; Jurisdiction and Venue.** The Engineer and the District agree that this Agreement shall be controlled and governed by the laws of the State of Florida. Jurisdiction and venue for any proceeding with respect to this Agreement shall be in Osceola County, Florida

**Article 20. Notices.** All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, transmitted by electronic mail (e-mail) and mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

**If to the District:**

Old Hickory Community Development District  
219 E. Livingston Street

Orlando, Florida 32801  
Attn: District Manager

**With a copy to:**

Latham, Luna, Eden & Beaudine  
111 N. Magnolia Avenue, Suite 1400  
Post Office Box 3353; 32802  
Orlando, Florida 32801  
Attn: Jan A. Carpenter

**If to Engineer:**

Hamilton Engineering & Surveying, Inc.  
775 Warner Lane  
Orlando, Florida 32803  
Attn: David Reid

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. 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 District and counsel for Engineer may deliver Notice on behalf of District and Engineer, respectively. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

**Article 21. Assignment.** Neither the District nor the Engineer shall assign, sublet, or transfer any rights under or interest in this Agreement without the express written consent of the other. Nothing in this paragraph shall prevent the Engineer from employing such independent professional associates and consultants as Engineer deems appropriate, pursuant to the terms of this Agreement.

**Article 22. Termination.** The District may terminate this Agreement for cause immediately upon notice to Engineer. The District or the Engineer may terminate this Agreement without cause upon thirty (30) days written notice. At such time as the Engineer receives notification of the intent of the District to terminate the contract, the Engineer shall not perform any further services unless directed to do so in writing by the District. In the event of any termination or breach of any kind, the Engineer shall not be entitled to consequential or other damages of any kind (including but not limited to lost profits), but instead the Engineer's sole remedy will be to recover payment for services rendered to the date of the notice of termination, subject to any offsets.

**Article 23. Recovery of Costs and Fees.** In the event either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover from the other party all costs incurred, including reasonable attorneys' fees.

**Article 24. Acceptance.** Acceptance of this Agreement is indicated by the signature of the authorized representative of the District and the Engineer in the spaces provided below.

**IN WITNESS WHEREOF,** the parties hereto have caused these present to be executed the day and year first above written.

**OLD HICKORY COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Chair/Vice Chair, Board of Supervisors

**HAMILTON ENGINEERING & SURVEYING,  
INC., a Florida corporation**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
By: \_\_\_\_\_

Its: \_\_\_\_\_

**Exhibit A: Hourly Rate**

## WORK AUTHORIZATION NUMBER 1

\_\_\_\_\_, 2020

Old Hickory Community Development District  
Osceola County, Florida

Subject: **Work Authorization Number 1**  
**Old Hickory Community Development District**

Dear Chairman, Board of Supervisors:

Hamilton Engineering & Surveying, Inc., is pleased to submit this work authorization to provide engineering services for the Old Hickory Community Development District. We will provide these services pursuant to our current agreement dated \_\_\_\_\_, 2020 (“Engineering Agreement”) as follows:

### **I. Scope of Work**

Old Hickory Community Development District will engage the services of Hamilton Engineering & Surveying, Inc., as Engineer to prepare any necessary reports and attend and participate in meetings of the District’s Board of Supervisors as requested by the District.

### **II. Fees**

Old Hickory Community Development District will compensate Hamilton Engineering & Surveying, Inc., pursuant to the hourly rate schedule contained in the Engineering Agreement in accordance with the terms of the Engineering Agreement. The District will reimburse Hamilton Engineering & Surveying, Inc., all direct costs which include items such as printing, drawings, travel, deliveries, et cetera, pursuant to the Engineering Agreement.

This proposal, together with the Engineering Agreement, represents the entire understanding between the Old Hickory Community Development District and Hamilton Engineering & Surveying, Inc., with regard to the referenced work authorization. If you wish to accept this work authorization, please sign both copies where indicated, and return one complete copy to our office. Upon receipt, we will promptly schedule our services.

Thank you for considering Hamilton Engineering & Surveying, Inc. We look forward to working with you.

Sincerely,

---

David Reid, P.E.  
Hamilton Engineering & Surveying, Inc.

APPROVED AND ACCEPTED

By: \_\_\_\_\_  
Authorized Representative of  
Old Hickory Community Development District

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

FORM

# SECTION V

**RESOLUTION NO. 2020-24**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE OLD HICKORY COMMUNITY DEVELOPMENT DISTRICT (THE “DISTRICT”) AUTHORIZING THE ISSUANCE OF NOT EXCEEDING \$5,000,000 OLD HICKORY COMMUNITY DEVELOPMENT DISTRICT, SPECIAL ASSESSMENT BONDS, SERIES 2020 (2020 PROJECT) (THE “BONDS”) TO FINANCE CERTAIN PUBLIC INFRASTRUCTURE WITHIN THE DISTRICT; DETERMINING THE NEED FOR A NEGOTIATED LIMITED OFFERING OF THE BONDS AND PROVIDING FOR A DELEGATED AWARD OF SUCH BONDS; APPOINTING THE UNDERWRITER FOR THE LIMITED OFFERING OF THE BONDS; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A BOND PURCHASE CONTRACT WITH RESPECT TO THE BONDS; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A FIRST SUPPLEMENTAL TRUST INDENTURE GOVERNING THE BONDS; APPROVING THE FORM OF AND AUTHORIZING THE DISTRIBUTION OF A PRELIMINARY LIMITED OFFERING MEMORANDUM; APPROVING THE EXECUTION AND DELIVERY OF A FINAL LIMITED OFFERING MEMORANDUM; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION OF A CONTINUING DISCLOSURE AGREEMENT, AND APPOINTING A DISSEMINATION AGENT; APPROVING THE APPLICATION OF BOND PROCEEDS; AUTHORIZING CERTAIN MODIFICATIONS TO THE ASSESSMENT METHODOLOGY REPORT AND ENGINEER’S REPORT; MAKING CERTAIN DECLARATIONS; PROVIDING FOR THE REGISTRATION OF THE BONDS PURSUANT TO THE DTC BOOK-ENTRY ONLY SYSTEM; AUTHORIZING THE PROPER OFFICIALS TO DO ALL THINGS DEEMED NECESSARY IN CONNECTION WITH THE ISSUANCE, SALE AND DELIVERY OF THE BONDS; AND PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.**

WHEREAS, the Old Hickory Community Development District (the “District”) is a local unit of special-purpose government organized and existing in accordance with the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the “Act”), created by Ordinance No. 2020-09, duly enacted by the City Council of St. Cloud, Florida, on May 14, 2020; and

WHEREAS, the District was created for the purpose of delivering certain community development services and facilities within and outside its jurisdiction; and

WHEREAS, the Board of Supervisors of the District (herein, the “Board”) has previously adopted Resolution No. 2020-15 on June 1, 2020 (the “Initial Bond Resolution”), pursuant to which the District authorized the issuance of not to exceed \$22,000,000 of its Special Assessment Bonds to be issued in one or more Series to finance all or a portion of the District’s capital improvement program; and

**WHEREAS**, any capitalized term used herein and not otherwise defined shall have the meaning ascribed to such term in the Initial Bond Resolution; and

**WHEREAS**, pursuant to the Initial Bond Resolution, the Board approved the form of Master Trust Indenture (the “Master Indenture”) and a form of supplemental trust indenture (the “Supplemental Indenture Form”), between the District and U.S. Bank National Association, as trustee (the “Trustee”); and

**WHEREAS**, it is deemed necessary for the Board to approve a revised Supplemental Indenture Form; and

**WHEREAS**, the Board hereby determines to issue its Old Hickory Community Development District Special Assessment Bonds, Series 2020 (2020 Project) (the “2020 Bonds”) in the principal amount of not exceeding \$5,000,000 for the purpose of providing funds to finance a portion of the public infrastructure within the District – specifically, the “2020 Project” as described in the District’s *Engineer’s Report* dated June 1, 2020, as supplemented (“Engineer’s Report”); and

**WHEREAS**, the 2020 Project is hereby determined to be necessary to coincide with the developer’s plan of development; and

**WHEREAS**, there has been submitted to this meeting, with respect to the issuance and sale of the 2020 Bonds, and submitted to the Board forms of:

(i) a Bond Purchase Contract with respect to the 2020 Bonds by and between FMSbonds, Inc., as the underwriter (the “Underwriter”) and the District, together with the form of a disclosure statement attached to the Bond Purchase Contract pursuant to Section 218.385, Florida Statutes, substantially in the form attached hereto as Exhibit A (the “Bond Purchase Contract”);

(ii) a Preliminary Limited Offering Memorandum substantially in the form attached hereto as Exhibit B (the “Preliminary Limited Offering Memorandum”);

(iii) a Continuing Disclosure Agreement among the District, the dissemination agent named therein and the obligated parties named therein, substantially in the form attached hereto as Exhibit C; and

(iv) a First Supplemental Trust Indenture (the “First Supplemental”) between the District and the Trustee, substantially in the form attached hereto as Exhibit D and, together with the Master Indenture, the “2020 Indenture.”

**WHEREAS**, in connection with the sale of the 2020 Bonds, it may be necessary that certain modifications be made to the *Master Assessment Methodology* dated June 1, 2020, as supplemented (“Assessment Methodology Report”) and the Engineer’s Report to conform such reports to the final terms of the 2020 Bonds; and

**WHEREAS**, the proceeds of the 2020 Bonds shall also fund a debt service reserve account, pay capitalized interest and pay the costs of the issuance of the 2020 Bonds.



**NOW, THEREFORE, BE IT RESOLVED** by the Board of Supervisors of the Old Hickory Community Development District (the “Board”), as follows:

**Section 1. Negotiated Limited Offering of 2020 Bonds.** The District hereby finds that because of the complex nature of assessment bond financings in order to better time the sale of the 2020 Bonds and secure better interest rates, it is necessary and in the best interest of the District that the 2020 Bonds, in the aggregate principal amount of not exceeding \$5,000,000, be sold on a negotiated limited offering basis. The District hereby further finds that it will not be adversely affected if the 2020 Bonds are not sold pursuant to competitive sales.

**Section 2. Purpose.** The District has authorized its capital improvement plan for the development of the District, as set forth in the Engineer’s Report, and hereby authorizes the financing of a portion of the acquisition and construction of certain public infrastructure benefiting the assessable lands within the District by issuing the 2020 Bonds to finance a portion of such public infrastructure described in the Engineer’s Report constituting the 2020 Project. The 2020 Project includes, but is not limited to, stormwater drainage facilities including related earthwork, water and sewer facilities, including related connection charges, public parks, reuse water system and facilities, public roadway improvements, including related impact fees, landscaping, irrigation and hardscaping in public rights-of-way, and related costs, all as more particularly described in the Engineer’s Report.

**Section 3. Sale of the 2020 Bonds.** Except as otherwise provided in the last sentence of this Section 3, the proposal submitted by the Underwriter offering to purchase the 2020 Bonds at the purchase price established pursuant to the parameters set forth below and on the terms and conditions set forth in the Bond Purchase Contract (attached hereto as Exhibit A), are hereby approved and adopted by the District in substantially the form presented. Subject to the last sentence of this Section 3, the Chairperson (or, in the absence of the Chairperson, any other member of the Board) is hereby authorized to execute and deliver on behalf of the District, and the Secretary of the District is hereby authorized (if so required) to affix the Seal of the District and attest to the execution of the Bond Purchase Contract in substantially the form presented at this meeting. The disclosure statements of the Underwriter, as required by Section 218.385, Florida Statutes, to be delivered to the District prior to the execution of the Bond Purchase Contract, a copy of which is attached as an exhibit to the Bond Purchase Contract, will be entered into the official records of the District. The Bond Purchase Contract, in final form as determined by counsel to the District and the Chairperson, may be executed by the District without further action provided that (i) the 2020 Bonds mature not later than the statutory permitted period; (ii) the principal amount of the 2020 Bonds issued does not exceed \$5,000,000; (iii) the arbitrage bond yield shall not exceed 4.50%; (iv) if the 2020 Bonds are subject to optional redemption which determination will be made on or before the sale date of the 2020 Bonds, the first optional call and optional redemption price will be determined at such time; and (v) the purchase price to be paid by the Underwriter for the 2020 Bonds is not less than 98% of the principal amount of the 2020 Bonds issued (exclusive of any original issuance discount).

**Section 4. The Limited Offering Memorandum.** The Limited Offering Memorandum, in substantially the form of the Preliminary Limited Offering Memorandum (as herein defined and subject to the other conditions set forth herein) attached hereto as Exhibit B, with such changes as are necessary to conform to the details of the 2020 Bonds and the

requirements of the Bond Purchase Contract, is hereby approved. The District hereby authorizes the execution of the Limited Offering Memorandum and the District hereby authorizes the Limited Offering Memorandum, when in final form, to be used in connection with the limited offering and sale of the 2020 Bonds. The District hereby authorizes and consents to the use by the Underwriter of a Preliminary Limited Offering Memorandum substantially in the form attached hereto as Exhibit B, in connection with the limited offering of the 2020 Bonds (the "Preliminary Limited Offering Memorandum"). The final form of a Preliminary Limited Offering Memorandum shall be determined by the Underwriter and the professional staff of the District. The Limited Offering Memorandum may be modified in a manner not inconsistent with the substance thereof and the terms of the 2020 Bonds as shall be deemed advisable by Bond Counsel and counsel to the District, with final approval by the Chairperson. The Chairperson (or, in the absence of the Chairperson, any other member of the Board) is hereby further authorized to execute and deliver on behalf of the District, the Limited Offering Memorandum and any amendment or supplement thereto, with such changes, modifications and deletions as the member of the Board executing the same may deem necessary and appropriate with the advice of Bond Counsel and counsel to the District, with final approval by the Chairperson, such execution and delivery to be conclusive evidence of the approval and authorization thereof by the District. The District hereby authorizes the Chairperson (or, in the absence of the Chairperson, any other member of the Board) to deem "final" the Preliminary Limited Offering Memorandum except for permitted omissions all within the meaning of Rule 15c2-12 of the Securities Exchange Act of 1934 and to execute a certificate in that regard.

**Section 5. Details of the 2020 Bonds.** The proceeds of the 2020 Bonds shall be applied in accordance with the provisions of the 2020 Indenture. The 2020 Bonds shall mature in the years and in the amounts, bear interest at such rates and be subject to redemption, all as provided in the First Supplemental. The execution of the First Supplemental shall constitute approval of such terms as set forth in the 2020 Indenture and this Resolution. The maximum aggregate principal amount of the 2020 Bonds authorized to be issued pursuant to this Resolution and the 2020 Indenture shall not exceed \$5,000,000.

**Section 6. Continuing Disclosure; Dissemination Agent.** The Board does hereby authorize and approve the execution and delivery of a Continuing Disclosure Agreement by the Chairperson (or, in the absence of the Chairperson, any other member of the Board) substantially in the form presented to this meeting and attached hereto as Exhibit C. The Continuing Disclosure Agreement is being executed by the District and the other parties thereto in order to assist the Underwriter in the marketing of the 2020 Bonds and compliance with Rule 15c2-12 of the Securities and Exchange Commission. Governmental Management Services – Central Florida, LLC is hereby appointed the initial dissemination agent.

**Section 7. Authorization of Execution and Delivery of the First Supplemental Trust Indenture; Application of Master Indenture.** The District does hereby authorize and approve the execution by the Chairperson (or, in the absence of the Chairperson, the Vice Chairperson or any other member of the Board) and the Secretary or any Assistant Secretary to attest and authorize the delivery of the previously approved Master Indenture and First Supplemental, both between the District and the Trustee. The Board hereby authorizes the use and application of the Master Indenture for the 2020 Bonds. The 2020 Indenture shall provide for the security of the 2020 Bonds and express the terms of the 2020 Bonds. The First

Supplemental shall be substantially in the form attached hereto as Exhibit D and is hereby approved, with such changes therein as are necessary or desirable to reflect the terms of the sale of the 2020 Bonds as shall be approved by the Chairperson (or, in the absence of the Chairperson, the Vice Chairperson, or any other member of the Board) executing the same upon the advice of Bond Counsel and counsel to the District, with such execution to constitute conclusive evidence of such officer's approval and the District's approval of any changes therein from the form of the First Supplemental attached hereto as Exhibit D.

**Section 8. Authorization and Ratification of Prior Acts.** All actions previously taken by or on behalf of District in connection with the issuance of the 2020 Bonds are hereby authorized, ratified and confirmed.

**Section 9. Appointment of Underwriter.** The Board hereby formally appoints FMSbonds, Inc., as the Underwriter for the 2020 Bonds.

**Section 10. Book-Entry Only Registration System.** The registration of the 2020 Bonds shall initially be by the book-entry only system established with The Depository Trust Company.

**Section 11. Assessment Methodology Report.** The Board hereby authorizes any modifications to the Assessment Methodology Report prepared by Governmental Management Services – Central Florida, LLC in connection with the 2020 Bonds if such modifications are determined to be appropriate in connection with the issuance of the 2020 Bonds.

**Section 12. Engineer's Report.** The Board hereby authorizes any modifications to the Engineer's Report prepared by Hamilton Engineering & Surveying, Inc. in connection with the 2020 Bonds if such modifications are determined to be appropriate in connection with the issuance of the 2020 Bonds or modifications to the 2020 Project.

**Section 13. Further Official Action.** The Chairperson, the Vice Chairperson, the Secretary and each other member of the Board and any other proper official or member of the professional staff of the District are each hereby authorized and directed to execute and deliver any and all documents and instruments and to do and cause to be done any and all acts and things necessary or desirable for carrying out the transactions contemplated by this Resolution. In the event that the Chairperson, the Vice Chairperson or the Secretary is unable to execute and deliver the documents herein contemplated, such documents shall be executed and delivered by the respective designee of such officer or official or any other duly authorized officer or official of the District herein authorized. The Secretary or any Assistant Secretary is hereby authorized and directed to apply and attest the official seal of the District to any agreement or instrument authorized or approved herein that requires such a seal and attestation.

**Section 14. Severability.** If any section, paragraph, clause or provision of this Resolution shall be held to be invalid or ineffective for any reason, the remainder of this Resolution shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this Resolution would have been adopted despite the invalidity or ineffectiveness of such section, paragraph, clause or provision.

**Section 15. Inconsistent Proceedings.** All resolutions or proceedings, or parts thereof, in conflict with the provisions hereof are to the extent of such conflict hereby repealed or amended to the extent of such inconsistency.

**PASSED** in public session of the Board of Supervisors of the Old Hickory Community Development District, this 14<sup>th</sup> day of September, 2020.

**OLD HICKORY COMMUNITY  
DEVELOPMENT DISTRICT**

ATTEST:

By: \_\_\_\_\_

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

Title: Secretary/Assistant Secretary

By: \_\_\_\_\_

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

Title: Chairperson/Vice Chairperson  
Board of Supervisors

**EXHIBIT A**

**FORM OF BOND PURCHASE CONTRACT**

**EXHIBIT B**

**DRAFT COPY OF PRELIMINARY LIMITED OFFERING MEMORANDUM**

**EXHIBIT C**

**FORM OF CONTINUING DISCLOSURE AGREEMENT**

**EXHIBIT D**

**FORM OF FIRST SUPPLEMENTAL TRUST INDENTURE**

51631622v3/192721.010100



## SECTION VI

Old Hickory Landsape Bids August 2020

Vendor	Annual Bid Amount	Monthly
Yellowstone	\$ 84,204.00	\$ 7,017.00
CEPRA	\$ 79,680.00	\$ 6,640.00
OmegaScapes	\$ 124,800.00	\$ 10,400.00
Floralawn	\$ 94,452.00	\$ 7,871.00

Old Hickory Development District - Landscape Maintenance Services

# Price Form<sup>1</sup>

SERVICES <sup>2</sup>	CDD Areas
-----------------------	-----------

Landscape Firm: CEPRA Landscape  
 Contact Name: Chris Dennison  
 Telephone: 407-717-4214  
 E-Mail: cdennison@cepralandscape.com

Turf Care
Mowing
Weed/Disease Control
Fertilization
Pest Control
<b>Subtotal</b>

Annual Maintenance Cost	
\$	20,000.00
\$	5,500.00
\$	11,000.00
\$	5,500.00
\$	<b>42,000.00</b>

Shrubs/Groundcover Care
Pruning
Weed/Disease Control
Fertilization
Pest Control
Mulching
<b>Subtotal</b>

Annual Maintenance Cost	
\$	15,000.00
\$	3,000.00
\$	1,000.00
\$	3,000.00
\$	8,400.00
\$	<b>30,400.00</b>

Tree Care
Pruning
Fertilization
Weed/Disease Control
Pest Control
Mulching
<b>Subtotal</b>

Annual Maintenance Cost	
\$	2,000.00
inc	
inc	
inc	
inc	
\$	<b>2,000.00</b>

Irrigation System Monitoring
Monthly Inspections
<b>Subtotal</b>

Annual Maintenance Cost	
\$	5,280.00
\$	<b>5,280.00</b>

Litter Removal
<b>Subtotal</b>

Annual Maintenance Cost	
inc	

<b>Total</b>	<b>\$ 79,680.00</b>
--------------	---------------------

Notes:

1. The amounts listed are fixed fees for the twelve (12) month time period commencing on a date to be determined.

The fixed fee shall include the Contractor's profit and general overhead and all whatsoever

(including, without limitation, labor, equipment, materials and all taxes).

2. Refer to the scope of services for specific services to be provided.

Old Hickory Development District - Landscape Maintenance Services

# Price Form<sup>1</sup>

SERVICES <sup>2</sup>	CDD Areas														
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Litter Removal															
<b>Subtotal</b>															
Annual Maintenance Cost															
Included															

Landscape Firm: FLORALAWN  
 Contact Name: Lucas Martin  
 Telephone: (863) 668-0494  
 E-Mail: lucas.martin@floralawn.com

**Total** \$94,452.00

- Notes:
- The amounts listed are fixed fees for the twelve (12) month time period commencing on a date to be determined. The fixed fee shall include the Contractor's profit and general overhead and all costs and expenses of any nature whatsoever (including, without limitation, labor, equipment, materials and all taxes).
  - Refer to the scope of services for specific services to be provided.

Old Hickory Development District - Landscape Maintenance Services

# Price Form<sup>1</sup>

SERVICES <sup>2</sup>	CDD Areas
<b>Core Services</b>	
Ground Maintenance	Annual Maintenance Cost 94,452
Irrigation Maintenance	6,096
Pest Control & Fertilization	13,188
<b>Subtotal</b>	113,736
<b>Additional Services</b>	
Mulch	Annual Maintenance Cost 10,800
Palms	264
<b>Subtotal</b>	11,064
<b>Litter Removal</b>	
<b>Subtotal</b>	Annual Maintenance Cost Included in core services
<b>Total</b>	<b>124,800</b>

Landscape Firm:

OmegaScapes

Contact Name:

Dan Bond

Telephone:

407.448.7341

E-Mail:

Dan@OmegaScapes.com

Notes:

1. The amounts listed are fixed fees for the whatsoever

2. Refer to the scope of services for

# Price Form<sup>1</sup>

<b>SERVICES<sup>2</sup></b>	<b>CDD Areas</b>
-----------------------------	------------------

Landscape Firm: Yellowstone Landscape  
 Contact Name: Nicole Ailes  
 Telephone: (559)977-4719  
 E-Mail: [nailles@yellowstonelandscape.com](mailto:nailles@yellowstonelandscape.com)

Turf Care
Mowing
Weed/Disease Control
Fertilization
Pest Control
<b>Subtotal</b>

Annual Maintenance Cost	
\$	32,882.00
\$	1,252.00
\$	1,252.00
\$	1,252.00
\$	36,638.00

Shrubs/Groundcover Care
Pruning
Weed/Disease Control
Fertilization
Pest Control
Mulching
<b>Subtotal</b>

Annual Maintenance Cost	
\$	17,318.00
\$	696.00
\$	696.00
\$	696.00
\$	6,504.00
\$	25,910.00

Tree Care
Pruning
Fertilization
Weed/Disease Control
Pest Control
Mulching
<b>Subtotal</b>

Annual Maintenance Cost	
\$	6,644.00
\$	696.00
\$	696.00
\$	696.00
\$	2,604.00
\$	11,336.00

Irrigation System Monitoring
Monthly Inspections
<b>Subtotal</b>

Annual Maintenance Cost	
\$	6,600.00
\$	6,600.00

Litter Removal
<b>Subtotal</b>

Annual Maintenance Cost	
\$	3,720.00

<b>Total</b>	\$ 84,204.00
--------------	--------------

Notes:

1. The amounts listed are fixed fees for the twelve (12) month time period commencing on a date to be determined. The fixed fee shall include the Contractor's profit and general overhead and all whatsoever (including, without limitation, labor, equipment, materials and all taxes).
2. Refer to the scope of services for specific services to be provided.

# SECTION VII

**OLD HICKORY COMMUNITY DEVELOPMENT DISTRICT  
FISCAL YEAR 2020-2021 DEVELOPER FUNDING AGREEMENT**

**THIS FISCAL YEAR 2020-2021 DEVELOPER FUNDING AGREEMENT** (the “Agreement”) is made and entered into this 1<sup>st</sup> day of October, 2020, by and between:

**OLD HICKORY COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government, established pursuant to Chapter 190, Florida Statutes, and located in the City of St. Cloud, Osceola County, Florida (hereinafter “District”), and

**LENNAR HOMES, LLC**, a Florida limited liability company and the majority landowner in the District (hereinafter “Developer”).

Recitals

**WHEREAS**, the District was established by Ordinance Number 2020-09 of the City Council of St. Cloud, Florida (the “City Council”), pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended, (the “Act”) for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure, including a storm water management system, roadways, water distribution and sewer collection systems, landscaping, recreational facilities and other infrastructure; and

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

**WHEREAS**, Developer presently owns and/or is developing the majority of the real property within the District, which property will benefit from the timely construction and acquisition of the District’s facilities, activities and services and from the continued operations of the District; and

**WHEREAS**, the District has adopted or anticipates adopting its general fund budget for the fiscal year 2020-2021, which year commences on October 1, 2020, and concludes on September 30, 2021 (the “Budget”); and

**WHEREAS**, the Budget, which both parties recognize may be amended from time to time in the sole discretion of the District, are attached hereto and incorporated herein by reference as Exhibit “A”; and

**WHEREAS**, the District has or will levy non ad valorem special assessments on all land within the District that will benefit from the District activities, operations and services set forth in Exhibit “A”; and



**WHEREAS**, the Developer agrees that the activities, operations and services provide a special and peculiar benefit equal to or in excess of the costs reflected on Exhibit “A” to the property owned by the Developer within the District (the “Property”); and

**WHEREAS**, in lieu of initially certifying for collection special assessments on the Property, the District is willing to allow the Developer to provide such funds as are necessary to allow the District to proceed with its operations as described in Exhibit “A” so long as payment is timely provided; and

**WHEREAS**, the District desires to secure the funding of the Budget through the imposition of a continuing lien against the Property and otherwise as provided herein and in any resolutions of the District pertaining to the imposition of a lien for special assessments.

**WHEREAS**, the Developer agrees to enter into the Agreement in lieu of having the District collect any non-ad valorem assessments as authorized by law against the Property located within the District for the activities, operations, and services set forth in the Budget.

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

1. The Developer agrees to make available to the District the monies necessary for the operation of the District based on actual expenditures of the District as called for in the budget attached hereto as Exhibit “A” (and as Exhibit “A” may be amended from time to time), within thirty (30) days of written request by the District. Amendments to the District’s Budget as shown in Exhibit “A” adopted by the District at a duly noticed meeting shall have the effect of amending this Agreement without further action of the parties. The funds provided under this Agreement shall be placed in the District’s general checking account. These payments are made by the Developer in lieu of the collection of special assessments that might otherwise be collected by the District.

2. District shall have the right to file a continuing lien upon the Property described in Exhibit “A” for all payments due and owing under the terms of this Agreement and for interest thereon, and for reasonable attorneys’ fees, paralegals’ fees, expenses, and court costs incurred by the District incident to the collection of funds under this Agreement and for enforcement of this lien, and all sums advanced and paid by the District for taxes and payment on account of superior interests, liens, and encumbrances in order to preserve and protect the District’s lien. The lien shall be effective as of the date and time of the recording of a “Notice of Lien for FY 2020-2021 Budget” in the public records of St. Cloud, Florida, stating among other things, the description of the real property and the amount due as of the recording of the Notice, and the existence of this Agreement. The District Manager, in its sole discretion, is hereby authorized by the District to file the Notice of Lien for the Budget on behalf of the District, without need of further Board action authorizing or directing such filing. At the District Manager’s direction, the District may also bring an action at law against the record title holders to the Property to pay the amount due under this Agreement,

or may foreclose the lien against the Property in any manner authorized by law. In the event the Developer sells any of the Property after the execution of this Agreement, the Developers' rights and obligations under this Agreement shall remain the same, provided however that the District shall only have the right to file a lien upon the remaining Property owned by the Developer.

3. The District has found that the activities, operations and services set out in Exhibit "A" provide a special and peculiar benefit to the Property, which benefit is allocated as provided in the assessment roll attached hereto and incorporated herein as Exhibit "B". The Developer agrees that the activities, operations and services set forth in Exhibit "A" provide a special and peculiar benefit to the Property equal to or in excess of the costs set out in Exhibit "A", as allocated in Exhibit "B". Therefore, in the alternative or in addition to the other methods of collection set forth in this Agreement, or in any resolution of the District regarding the imposition and collection of special assessments, the District, in its sole discretion, and upon failure of the Developer to make payment as provided for in this Agreement, may choose to certify for collection amounts due hereunder as a non ad valorem assessment on all or any part of the Property for collection, either through the Uniform Method of Collection set forth in Chapter 197 or under any method of direct bill and collection on a future years tax roll and collected by the Osceola County Tax Collector, collected pursuant to a foreclosure action, or, at the District's discretion, collected in any other method authorized by law.

4. In the event the District is required to certify non ad valorem special assessments for collection as a result of the Developer's failure to provide the funds as required under this Agreement, the amount of funds received by the District from Developer under this Agreement shall be credited pro-rata to all lands subject to special assessments in the manner provided in the District's assessment methodology of operation and maintenance.

5. District and Developer agree that the FY 2020-2021 Budget shall be revised at the end of the fiscal year to reflect the actual expenditures for the District for the period beginning October 1, 2020 and ending September 30, 2021. Developer shall not be responsible for any costs other than those costs provided for in the Budget, as so amended.

6. This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing that is executed by both of the parties hereto.

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

8. This Agreement may be assigned, in whole or in part, by either party only upon the written consent of the other, which consent shall not be unreasonably withheld.

9. A default by either party under this Agreement shall entitle the other to all remedies

available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance and specifically including the ability of the District to enforce any and all payment obligations under this Agreement through the imposition and enforcement of a contractual or other lien on property owned by the Developer, and in the manner described in paragraph 3 above.

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

11. This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

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

13. 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 elected the language, and the doubtful language will not be interpreted or construed against any party.

14. The Agreement shall be effective after execution by both parties. The enforcement provisions of this Agreement shall survive its termination until all payments due under this Agreement are paid in full.

**[SIGNATURES ON FOLLOWING PAGE]**

**SIGNATURE PAGE TO OLD HICKORY COMMUNITY DEVELOPMENT DISTRICT  
FY 2020-2021 DEVELOPER FUNDING AGREEMENT**

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

Attest:

**OLD HICKORY COMMUNITY  
DEVELOPMENT DISTRICT**, a Florida  
community development district.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Assistant Secretary

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Chairman, Board of Supervisors

**LENNAR HOMES, LLC**, a Florida limited liability  
company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Witness

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT "A"**

**(Fiscal Year 2020-2021 Budget)**

[SEE ATTACHED]

**EXHIBIT "B"**  
**(Assessment Roll)**

[SEE ATTACHED]

## SECTION VIII



P.O. Box 1469  
Eagle Lake, FL 33839  
1-800-408-8882

### AQUATIC PLANT MANAGEMENT AGREEMENT

Submitted to: Date: August 3, 2020  
Name Old Hickory CDD  
c/o GMS Central Florida  
Address 1408 Hamlin Ave Unit E  
City St. Cloud, FL 34771  
Phone 407-398-2890

This Agreement is between Applied Aquatic Management, Inc. hereafter called "AAM" and signee hereafter called "Customer".

*The parties hereto agree as follows*

**A.** AAM agrees to provide aquatic management services for a period of 13 months in accordance with the terms and conditions of this Agreement in the following sites:

Tract A: \$180.00	Tract K: \$120.00	Tract EE: \$270.00
Tract I: \$270.00	Tract P: \$135.00	Tract Q: \$95.00
Tract H: \$90.00	Tract DD: \$135.00	

**B.** The AAM management program will include the control of the following categories of vegetation for the specified sum:

- 1. Submersed vegetation control Includ
- 2. Emersed vegetation control Includ
- 3. Floating vegetation control Includ
- 4. Filamentous algae control Includ
- 5. Shoreline grass & brush control Includ

Service shall consist of a minimum of monthly inspections and/or treatments as needed to maintain control of noxious growth throughout the term of our service.

**C.** Customer agrees to pay AAM the following amounts during the term of this Agreement:

The terms of this agreement shall be: 09/01/2020 thru 09/30/2021.

**Agreement will automatically renew as per Term & Condition 14.**

Start-up Charge	NA	Due at the start of work	
Maintenance Fee	\$1,295.00	Due	monthly as billed x 12.
Total Annual Cost	\$15,540.00		

*Invoices are due and payable within 30 days. Overdue accounts may accrue a service charge of 1 1/2% per month*

- D.** AAM agrees to commence treatment within NA days, weather permitting, from the date of execution or receipt of the proper permits.
- E.** The Agreement shall have no force & is withdrawn unless executed and returned by Customer to AAM on or before September 3, 2020
- F.** Customer acknowledges that he has read and is familiar with the additional terms and conditions printed on the reverse side which are incorporated in this agreement.

Submitted: Telly R. Smith Date: 8/3/2020 Accepted Date:

Telly R Smith  
AAM

\_\_\_\_\_  
Customer

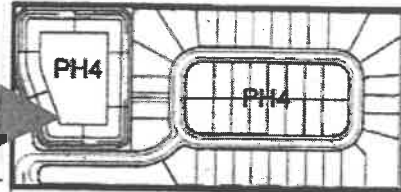


## Terms and Conditions

1. The AAM Aquatic Plant Management Program will be conducted in a manner consistent with good water management practice using only chemicals which have a wide margin of safety for fish, waterfowl and human life and in conformance with applicable State and Federal Laws, regulations and rules. AAM agrees to indemnify Customer for any violation of such laws, rules or regulations.
2. Federal & State regulations require that various time-use restrictions be observed during & following treatment. AAM agrees to notify Customer of such restrictions verbally &/or by posting the restrictions at several readily visible locations on the perimeter of each body of water at the time of treatment. It shall be the Customer's responsibility to observe the restrictions throughout the required period. Customer understands & agrees that notwithstanding any other provisions of this Agreement, AAM does not assume any liability by any party to be notified, or to observe, the regulations.
3. The AAM Aquatic Plant Management Program is devised so that water areas are brought into a maintenance configuration as rapidly after their start, consistent with responsible management practices. Some forms of vegetation (particularly grasses & cattail) have visible residues after chemical treatment. Customer is responsible for removing such residues.
4. In addition to the amounts noted on the face of this Agreement, Customer shall also pay fees, taxes (including sales taxes) or charges that might be imposed by any government body with respect to the services offered herein.
5. This Agreement shall have as its effective date the first day of the month in which services are first rendered to Customer and shall terminate upon the last day of a month.
6. AAM is licensed & insured. Certificates of Insurance will be provided upon Customers request.
7. If at any time during the term of this Agreement, Customer does not feel AAM is performing in a satisfactory manner Customer shall promptly notify AAM who shall investigate the cause of Customer's lack of satisfaction & attempt to cure same. If nonsatisfactory performance continues, this Agreement may be voided by either party giving thirty days written notice & payment of all monies owing to the effective date of termination, which shall be the last day of the month.
8. Neither party shall be responsible in damages, penalties or otherwise for any failure or delay in the performance of any of its obligations hereunder caused by strikes, riots, war, acts of God, accidents, governmental orders & regulations, curtailment or failure to obtain sufficient material, or other forces (whether or not of the same class or kind as those set forth above) beyond its reasonable control & which, by the exercise of due diligence, it is unable to overcome.
9. AAM agrees to hold Customer harmless from any loss, damage or claims arising out of the sole negligence of AAM however, AAM shall in no event be liable to Customer or others, for indirect, special or consequential damages resulting from any cause whatsoever.
10. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida
11. In the event a legal action is necessary to enforce any of the provisions of this Agreement, the prevailing party is entitled to recover legal costs & reasonable attorney fees.
12. This Agreement constitutes the entire Agreement of the parties hereto & no oral or written alterations or modifications of the terms contained herein shall be valid unless made in writing & accepted by an authorized representative of AAM & Customer.
13. This Agreement may not be assigned by Customer without the prior written consent of AAM.
14. This Agreement shall automatically renew for term equal to its original term, unless a "Notice of Cancellation" has been received. The contract amount shall be adjusted at a minimum rate of 3% increase per year on the anniversary date of this Agreement. Unless otherwise agreed to in writing, by both parties, services shall be continuous without interruption.

PHASE 1	66 UNITS
PHASE 2	202 UNITS
PHASE 3	136 UNITS
PHASE 4	45 UNITS
<b>TOTAL</b>	<b>451 UNITS</b>

Tract A



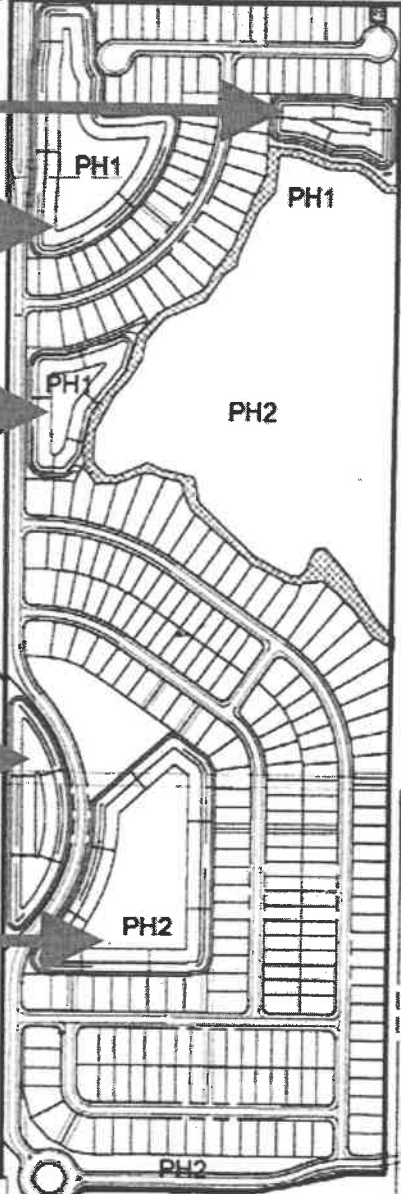
OLD HICKORY CDD

NOLTE ROAD

Tract H

Tract I

Tract K



OLD HICKORY CDD

Tract P

Tract Q

Tract DD

Tract EE

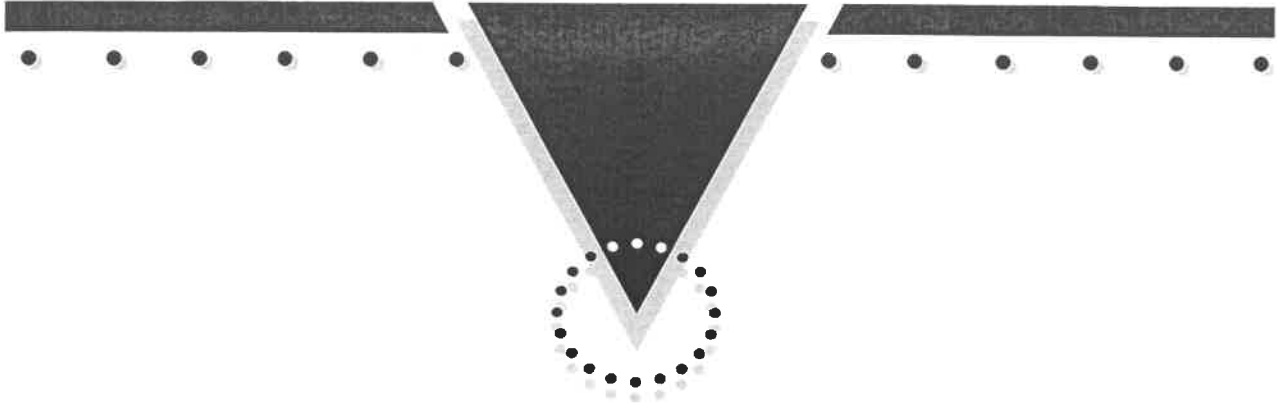


C:\3500 Lennar Homes, LLC\0011 Old Hickory CDD\NORTH DIV\CCDD EXHIB T\B\PHH1 6 - Development Rev.dwg (11/05/2020 12:42pm)

# SECTION X

# SECTION C

# SECTION 1



**Old Hickory  
Community Development District**

**Unaudited Financial Reporting**

**August 31, 2020**



# TABLE OF CONTENTS

1	<u>BALANCE SHEET</u>
2	<u>GENERAL FUND INCOME STATEMENT</u>
3	<u>MONTH TO MONTH</u>
4	<u>DEVELOPER CONTRIBUTION SCHEDULE</u>

**Old Hickory**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**BALANCE SHEET**  
**August 31, 2020**

	<u>General Fund</u>
<b><u>ASSETS:</u></b>	
CASH	\$7,842
DUE FROM DEVELOPER	\$12,784
<b>TOTAL ASSETS</b>	<u><u>\$20,625</u></u>
<b><u>LIABILITIES:</u></b>	
ACCOUNTS PAYABLE	\$17,346
<b><u>FUND EQUITY:</u></b>	
FUND BALANCES:	
UNASSIGNED	\$3,280
<b>TOTAL LIABILITIES &amp; FUND EQUITY</b>	<u><u>\$20,625</u></u>



# Old Hickory

## COMMUNITY DEVELOPMENT DISTRICT

### GENERAL FUND

#### Statement of Revenues & Expenditures

For The Period Ending August 31, 2020

	PROPOSED BUDGET	PRORATED BUDGET THRU 8/31/20	ACTUAL THRU 8/31/20	VARIANCE
<b><u>REVENUES:</u></b>				
DEVELOPER CONTRIBUTIONS	\$40,039	\$30,029	\$35,536	\$5,507
<b>TOTAL REVENUES</b>	<b>\$40,039</b>	<b>\$30,029</b>	<b>\$35,536</b>	<b>\$5,507</b>
<b><u>EXPENDITURES:</u></b>				
<b><u>ADMINISTRATIVE:</u></b>				
SUPERVISOR FEES	\$4,000	\$3,000	\$0	\$3,000
FICA EXPENSE	\$306	\$230	\$0	\$230
ENGINEERING	\$4,000	\$3,000	\$868	\$2,132
ATTORNEY	\$8,333	\$6,250	\$6,503	(\$253)
ANNUAL AUDIT	\$0	\$0	\$0	\$0
MANAGEMENT FEES	\$11,667	\$8,750	\$8,750	(\$0)
INFORMATION TECHNOLOGY	\$400	\$300	\$300	\$0
WEBSITE CREATION/ADA COMPLIANCE	\$2,375	\$0	\$0	\$0
TELEPHONE	\$100	\$75	\$0	\$75
POSTAGE	\$333	\$250	\$23	\$227
INSURANCE	\$2,500	\$0	\$0	\$0
PRINTING & BINDING	\$333	\$250	\$148	\$102
LEGAL ADVERTISING	\$5,000	\$3,750	\$8,733	(\$4,983)
OTHER CURRENT CHARGES	\$333	\$250	\$0	\$250
OFFICE SUPPLIES	\$208	\$156	\$11	\$145
DUES, LICENSES & SUBSCRIPTIONS	\$150	\$150	\$100	\$50
<b>TOTAL ADMINISTRATIVE</b>	<b>\$40,039</b>	<b>\$26,410</b>	<b>\$25,436</b>	<b>\$974</b>
<b><u>FIELD:</u></b>				
WATER & SEWER	\$0	\$0	\$6,820	(\$6,820)
<b>TOTAL FIELD</b>	<b>\$0</b>	<b>\$0</b>	<b>\$6,820</b>	<b>(\$6,820)</b>
<b>TOTAL EXPENDITURES</b>	<b>\$40,039</b>	<b>\$26,410</b>	<b>\$32,256</b>	<b>(\$5,845)</b>
<b>EXCESS REVENUES (EXPENDITURES)</b>	<b>\$0</b>		<b>\$3,280</b>	
<b>FUND BALANCE - Beginning</b>	<b>\$0</b>		<b>\$0</b>	
<b>FUND BALANCE - Ending</b>	<b>\$0</b>		<b>\$3,280</b>	

**Old Hickory  
Community Development District**

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
<b>REVENUES:</b>													
DEVELOPER CONTRIBUTIONS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$14,875	\$4,558	\$3,319	\$12,784	\$0	\$35,536
<b>TOTAL REVENUES</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$14,875</b>	<b>\$4,558</b>	<b>\$3,319</b>	<b>\$12,784</b>	<b>\$0</b>	<b>\$35,536</b>
<b>EXPENDITURES:</b>													
<b>ADMINISTRATIVE:</b>													
SUPERVISOR FEES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FICA EXPENSE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
ENGINEERING	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$285	\$583	\$0	\$0	\$868
ATTORNEY	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,541	\$3,647	\$1,315	\$0	\$0	\$6,503
ANNUAL AUDIT	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
MANAGEMENT FEES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,917	\$2,917	\$2,917	\$0	\$8,750
INFORMATION TECHNOLOGY	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$100	\$100	\$100	\$0	\$300
WEBSITE CREATION/ADA COMPLIANCE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TELEPHONE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
POSTAGE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$14	\$9	\$0	\$23
INSURANCE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
PRINTING & BINDING	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$98	\$51	\$0	\$148
LEGAL ADVERTISING	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$556	\$0	\$8,177	\$0	\$0	\$8,733
OTHER CURRENT CHARGES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
OFFICE SUPPLIES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$6	\$5	\$0	\$11
DUES, LICENSES & SUBSCRIPTIONS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$100	\$0	\$0	\$0	\$100
<b>FIELD:</b>													
WATER & SEWER	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$27	\$3,559	\$3,234	\$0	\$6,820
<b>TOTAL EXPENDITURES</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$2,097</b>	<b>\$7,076</b>	<b>\$16,768</b>	<b>\$6,315</b>	<b>\$0</b>	<b>\$32,256</b>
<b>EXCESS REVENUES (EXPENDITURES)</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$12,778</b>	<b>(\$2,518)</b>	<b>(\$13,449)</b>	<b>\$6,469</b>	<b>\$0</b>	<b>\$3,280</b>

Old Hickory  
Community Development District  
Developer Contributions/Due from Developer

Funding Request #	Prepared Date	Payment Received Date	Check Amount	Total Funding Request	General Furd Portion (20)	General Furd Portion (21)	Due from Capital	Over and (short) Balance Due
1	5/14/20	8/31/20	\$ 14,875.00	\$ 14,875.00	\$ 14,875.00	\$ -	\$ -	\$ -
2	6/30/20	8/26/20	\$ 4,557.67	\$ 4,557.67	\$ 4,557.67	\$ -	\$ -	\$ -
3	7/24/20	8/26/20	\$ 3,319.41	\$ 3,319.41	\$ 3,319.41	\$ -	\$ -	\$ -
4	8/24/20			\$ 12,783.69	\$ 12,783.69	\$ -	\$ -	\$ 12,783.69
5	9/3/20			\$ 10,394.89	\$ 5,394.89	\$ 5,000.00	\$ -	\$ 10,394.89
Due from Developer			\$ 22,752.08	\$ 45,930.66	\$ 40,930.66	\$ 5,000.00	\$ -	\$ 23,178.58
<b>Total Developer Contributions FY20</b>				<b><u>\$ 40,930.66</u></b>				

## SECTION 2

# Old Hickory

Community Development District

FY20 Funding Request #4  
August 24, 2020

Payee	General Fund
<b>1</b> Governmental Management Services-CF, LLC Inv# 3 - Management Fees - August 2020	\$ 3,280.97
<b>2</b> Hamilton Engineering & Surveying, Inc. Inv# 61872 - Professional Fees - July 2020	\$ 582.86
<b>3</b> Latham, Luna, Eden & Beaudine, LLP Inv# 92696 - General Counsel - June 2020 Inv# 93106 - General Counsel - July 2021	\$ 3,647.00 \$ 1,315.00
<b>4</b> Orlando Sentinel Inv# 23165975000 - Notice of Landowners/Election Meeting - July 2020 Inv# 23165975000 - Notice of Public Improvements/Levy Non-Ad Valorem Assessments - July 2020 Inv# 23500955000 - Notice of Intent to Use Uniform Method of Collection - July 2020	\$ 959.32 \$ 1,298.50 \$ 1,700.04
	\$ 12,783.69
<hr/>	
<b>Total:</b>	<b>\$ 12,783.69</b>

Please make check payable to:

Old Hickory Community Development District  
1408 Hamlin Avenue, Unit E  
St. Cloud, FL 34771

GMS-Central Florida, LLC  
 1001 Bradford Way  
 Kingston, TN 37763

# Invoice

Invoice #: 3  
 Invoice Date: 8/1/20  
 Due Date: 8/1/20  
 Case:  
 P.O. Number:

Bill To:  
 Old Hickory CDD  
 219 E. Livingston St.  
 Orlando, FL 32801

nd

Description	Hours/Qty	Rate	Amount
Management Fees - August 2020 <i>001-310-51300-34000</i>		2,916.67	2,916.67
Information Technology - August 2020 <i>001-310-51300-35100</i>		100.00	100.00
Information Technology - June 2020 & July 2020	2	100.00	200.00
Office Supplies <i>001-310-51300-61000</i>		5.15	5.15
Postage <i>001-310-51300-42000</i>		8.60	8.60
Copies <i>001-310-51300-42500</i>		50.55	50.55

<b>Total</b>	<b>\$3,280.97</b>
<b>Payments/Credits</b>	<b>\$0.00</b>
<b>Balance Due</b>	<b>\$3,280.97</b>

**Invoice**



TAMPA OFFICE  
3409 w. lemon street  
tampa, fl 33609  
813.250.3535

**RECEIVED**

AUG 14 2020

BY: \_\_\_\_\_

Old Hickory CDD  
1408 Hamlin Avenue  
Unit B  
St. Cloud, FL 34771

August 11, 2020  
Project No: 03849.0001  
Invoice No: 61872  
Project Manager: David Reid

hd

Project 03849.0001 Old Hickory CDD O&M  
Email invoices to Teresa Viscarra: tviscarra@gmscfl.com

001-310-51300-31100

**Professional Services for the Period: June 27, 2020 to July 31, 2020**

Phase 030A Administration  
**Professional Personnel**

	Hours	Rate	Amount
Eng Sr Project Manager, PE, Sr VP Reid, David 7/17/2020 testimony review and edits	2.00	190.00	380.00
Totals	2.00		380.00
<b>Total Labor</b>			<b>380.00</b>
<b>Total for this Section:</b>			<b>\$380.00</b>

Phase 030B Meetings  
**Professional Personnel**

	Hours	Rate	Amount
Eng Sr Project Manager, PE, Sr VP Reid, David 7/16/2020 engineer's testimony	1.00	190.00	190.00
Totals	1.00		190.00
<b>Total Labor</b>			<b>190.00</b>
<b>Total for this Section:</b>			<b>\$190.00</b>

Phase XPN Reimbursable Expenses  
**Reimbursable Expenses**

Postage/Couriers 7/27/2020 Unishippers Shipping		11.18	
<b>Total Reimbursables</b>	1.15 times	11.18	12.86
<b>Total for this Section:</b>			<b>\$12.86</b>

**TOTAL DUE THIS INVOICE: \$582.86**

**Billed-to-Date**

	Current	Prior	Total
Labor	570.00	475.00	1,045.00
Expense	12.86	0.00	12.86
<b>Totals</b>	<b>582.86</b>	<b>475.00</b>	<b>1,057.86</b>

PLEASE INCLUDE INVOICE # ON CHECK. Thank you.  
invoices are due upon receipt. A late charge of 1.5% will be added to any unpaid balance after 30 days.

\*\*Billing Questions: Accounts Receivable 813.250.3535\*\* All

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Project	03849.0001	Old Hickory CDD O&M 2019	Invoice	61872
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**Outstanding Invoices**

<b>Number</b>	<b>Date</b>	<b>Balance</b>
61524	7/2/2020	285.00
61829	8/7/2020	190.00
<b>Total</b>		<b>475.00</b>

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PLEASE INCLUDE INVOICE # ON CHECK. Thank you.

\*\*Billing Questions: Accounts Receivable 813.250.3535\*\* All invoices are due upon receipt. A late charge of 1.5% will be added to any unpaid balance after 30 days.



# Proof of Delivery

Dear Customer,

This notice serves as proof of delivery for the shipment listed below.

**Tracking Number**

1Z7A626Y0109475222

**Weight**

2.00 LBS

**Service**

UPS Next Day Air®

**Shipped / Billed On**

07/24/2020

**Delivered On**

07/27/2020 10:21 A.M.

**Delivered To**

ORLANDO, FL, US

**Received By**

GROPO

**Left At**

Inside Delivery

Thank you for giving us this opportunity to serve you. Details are only available for shipments delivered within the last 120 days. Please print for your records if you require this information after 120 days.

Sincerely,

UPS

Tracking results provided by UPS: 08/04/2020 12:22 P.M. EST

**LATHAM, LUNA, EDEN & BEAUDINE, LLP**  
ATTORNEYS AT LAW

111 N. MAGNOLIA AVE, STE 1400  
ORLANDO, FLORIDA 32801  
POST OFFICE BOX 3353  
ORLANDO, FLORIDA 32802  
TELEPHONE: (407) 481-5800  
FACSIMILE: (407) 481-5801

July 24, 2020

Old Hickory CDD  
c/o GMS-CFL, LLC  
219 E. Livingston Street  
Orlando, FL 32801

**RECEIVED**  
JUL 27 2020

001-310-51300-31500 BY: \_\_\_\_\_

**INVOICE**

Matter ID: 6187-001  
General

Invoice # 92696  
Federal ID # 59-3366512

**For Professional Services Rendered:**

Date	Attorney	Description	Hours	Amount
06/01/2020	KET	Review of Agenda items in preparation of Board Meeting. Attended Board meeting.	3.10 hr	\$775.00
06/01/2020	JAC	Prep for and participate in Organizational Meeting of CDD (no charge for 2nd attorney at meeting)	0.20 hr	\$71.00
06/03/2020	KET	Email regarding executed Ordinance and Petitioner's Agreement.	0.20 hr	\$50.00
06/04/2020	KET	Email correspondence regarding conveyance of utilities to the CDD.	0.40 hr	\$100.00
06/05/2020	JAC	Email to City Attorney regarding Ordinance error and request for correction	0.20 hr	\$71.00
06/08/2020	jms	Compile, save and record Notice of Establishment	0.40 hr	\$30.00
06/08/2020	JAC	Email to City Attorney regarding Ordinance and request for correction	0.20 hr	\$71.00
06/09/2020	JAC	Telephone call to City Attorney regarding Ordinance	0.20 hr	\$71.00
06/10/2020	JAC	Another telephone call to City Attorney regarding Ordinance issue; receive and review recorded Notice of Establishment	0.20 hr	\$71.00
06/11/2020	JAC	Email from St. Cloud City Attorney regarding correcting Ordinance	0.20 hr	\$71.00
06/12/2020	KET	Review of Plat regarding conveyance of utilities to CDD. Email correspondence with bond counsel regarding same.	0.50 hr	\$125.00
06/12/2020	KET	Review of email correspondence regarding Completion and Acquisition Agreements from Steve Sanford.	0.30 hr	\$75.00
06/17/2020	KET	Email correspondence regarding conveyance of utilities to CDD and City of St. Cloud.	0.20 hr	\$50.00
06/18/2020	KET	Preparation of conveyance documents for utilities. Telephone calls to counsel for City of St. Cloud regarding re-recorded Ordinance. Email correspondence regarding re-recorded Ordinance and filing of Complaint for validation of bonds. Preparation of documents for conveyance of utilities to CDD and City of St. Cloud.	4.90 hr	\$1,225.00
06/18/2020	jms	Emails regarding corrective Ordinance; emails regarding filed Complaint and Notice	0.40 hr	\$30.00
06/19/2020	JAC	Review and work on conveyance document issues	0.40 hr	\$142.00
06/22/2020	KET	Email correspondence from developer regarding Phase 1 and 2 tracts to be conveyed to the City of Orlando.	0.30 hr	\$75.00
06/24/2020	JAC	Emails with DCA regarding registration of CDD	0.20 hr	\$71.00

July 24, 2020

Matter ID: 6187-001

Invoice # 92696

Federal ID # 59-3366512

**For Professional Services Rendered:**

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06/25/2020	jms	Emails regarding DEO filing	0.10 hr	\$7.50
Total Professional Services:				<u>\$3,181.50</u>

**For Disbursements Incurred:**

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06/18/2020	Check # 47334 SIMPLIFILE; Disbursement for E-recording of Notice of Establishment regarding Old Hickory in Osceola County, FL on 06.08.2020/6187-001/JAC	\$51.50
06/19/2020	Court e-filing No. 109075305 of 3 documents with Osceola Circuit Civil regarding OLD HICKORY COMMUNITY DEVELOPMENT DISTRICT VS THE STATE OF FLORIDA, AND THE TAXPAYERS, PROPERTY	\$414.00
Total Disbursements Incurred:		<u>\$465.50</u>

**INVOICE SUMMARY**

For Professional Services:	12.60 Hours	\$3,181.50
For Disbursements Incurred:		<u>\$465.50</u>
New Charges this Invoice:		<u>\$3,647.00</u>
<hr style="border-top: 1px dashed black;"/>		
Previous Balance:		\$1,541.00
Less Payment and Credits Received:		<u>\$0.00</u>
Outstanding Balance:		\$1,541.00
Plus New Charges this Invoice:		<u>\$3,647.00</u>
<b>Total Due:</b>		<b><u>\$5,188.00</u></b>

Billed Through: June 30, 2020

LATHAM, LUNA, EDEN & BEAUDINE, LLP  
ATTORNEYS AT LAW

111 N. MAGNOLIA AVE, STE 1400  
ORLANDO, FLORIDA 32801  
POST OFFICE BOX 3353  
ORLANDO, FLORIDA 32802  
TELEPHONE: (407) 481-5800  
FACSIMILE: (407) 481-5801

August 19, 2020

Old Hickory CDD  
c/o GMS-CFL, LLC  
219 E. Livingston Street  
Orlando, FL 32801

**INVOICE**

Matter ID: 6187-001  
General

Invoice # 93106  
Federal ID # 59-3366512

# 2 (hd)  
310-513-315

**For Professional Services Rendered:**

07/10/2020	JAC	Review and respond to email from District Manager	0.20 hr	\$71.00
07/15/2020	KET	Conference call with Lennar regarding conveyance of utilities to CDD for Phases 1 and 2.	0.20 hr	\$50.00
07/15/2020	JAC	Telephone call from L. Register regarding plat and related property conveyance issues	0.30 hr	\$106.50
07/21/2020	KET	Review of Plat regarding property owned and maintained by the CDD.	0.90 hr	\$225.00
07/23/2020	KET	Preparation of conveyance documents for property being transferred to HOA.	0.40 hr	\$100.00
07/27/2020	KET	Receipt and review of email correspondence from District Management company regarding upcoming Board of Supervisors meeting.	0.10 hr	\$25.00
07/28/2020	KET	Preparation of Resolution 2020-23 regarding levying of assessments.	1.20 hr	\$300.00
07/29/2020	KET	Preparation of Resolution 2020-23 and email correspondence with District Manager regarding same. Review of Agenda items for upcoming Board of Supervisors meeting.	0.80 hr	\$200.00
07/29/2020	jms	Review agenda and provide attorney notes on related items	0.50 hr	\$37.50
07/29/2020	jms	Prepared and email New Supervisor Member Packets to five board members	1.00 hr	\$75.00
07/30/2020	KET	Review of Agenda items for upcoming Board of Supervisors meeting.	0.40 hr	\$100.00
07/31/2020	KET	Receipt and review of email correspondence from District Manager regarding upcoming meeting.	0.10 hr	\$25.00
			<b>Total Professional Services:</b>	<b>\$1,315.00</b>

August 19, 2020

Matter ID: 6187-001

Invoice # 93106

Federal ID # 59-3366512

**INVOICE SUMMARY**

For Professional Services:	6.10 Hours	<u>\$1,315.00</u>
New Charges this Invoice:		<u>\$1,315.00</u>
<hr style="border-top: 1px dashed black;"/>		
Previous Balance:		<u>\$5,188.00</u>
Less Payment and Credits Received:		<u>\$0.00</u>
Outstanding Balance:		<u>\$5,188.00</u>
Plus New Charges this Invoice:		<u>\$1,315.00</u>
<b>Total Due:</b>		<b><u>\$6,503.00</u></b>

Billed Through: July 31, 2020

**Invoice Details**

Billed Account Name: Old Hickory Cdd  
Billed Account Number: CU80083653  
Invoice Number: 023165975000  
Invoice Amount: \$3,399.42  
Billing Period: 07/20/20 - 07/26/20  
Due Date: 08/25/20  
All past due amounts are payable immediately



**INVOICE**

Page 1 of 2

**Invoice Details**

Date	trunc Reference #	Description	Ad Size/ Units	Rate	Gross Amount	Total
✓ 07/13/20 07/20/20	OSC23165975	ATTN Stacie Vanderbilt Classified Listings, Online PUBLIC HEARING adopt 2019/2020 2020/21 6717049				1,141.60
✓ 07/13/20 07/20/20	OSC23165975	Classified Listings, Online August 3 2020 TIME: 1:00 p.m. 6717710				959.32
✓ 07/20/20	OSC23165975	PO# Stacie Vanderbilt Display hearing 1pm Monday August 3 2020 6716381				1,298.50

Invoice Total: \$3,399.42

**Account Summary**

Current	1-30	31-60	61-90	91+	Unapplied Amount
6,476.94	556.26	0.00	0.00	0.00	0.00



Please detach and return this portion with your payment.

**Remittance Section**

Billed Period: 07/20/20 - 07/26/20  
Billed Account Name: Old Hickory Cdd  
Billed Account Number: CU80083653  
Invoice Number: 023165975000

Return Service Requested

1787000239 PRESORT 289 1 SP 0.500 P3C1 <B>



OLD HICKORY CDD  
STACIE VANDERBILT  
219 E LIVINGSTON ST  
ORLANDO FL 32801-1508

For questions regarding this billing, or change of address notification, please contact Customer Care:

Orlando Sentinel  
PO Box 100608  
Atlanta, GA 30384-0608



# Orlando Sentinel

Published Daily  
ORANGE County, Florida

**Sold To:**

Old Hickory CDD - CU80083653  
219 E Livingston St  
Orlando, FL, 32801

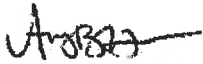
**Bill To:**

Old Hickory CDD - CU80083653  
219 E Livingston St  
Orlando, FL, 32801

State Of Illinois  
County Of Cook

Before the undersigned authority personally appeared Amy Houser, who on oath says that he or she is an Advertising Representative of the ORLANDO SENTINEL, a DAILY newspaper published at the ORLANDO SENTINEL in ORANGE County, Florida; that the attached copy of advertisement, being a Legal Notice in the matter of 11150-Public Hearing Notice, August 3, 2020 TIME: 1:00 p.m. was published in said newspaper in the issues of Jul 13, 2020; Jul 20, 2020.

Affiant further says that the said ORLANDO SENTINEL is a newspaper Published in said ORANGE County, Florida, and that the said newspaper has heretofore been continuously published in said ORANGE County, Florida, each day and has been entered as periodicals matter at the post office in ORANGE County, Florida, in said ORANGE County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.



Signature of Affiant

Amy Houser

Name of Affiant

Sworn to and subscribed before me on this 23 day of July, 2020,  
by above Affiant, who is personally known to me (X) or who has produced identification ( ).



Signature of Notary Public



Name of Notary, Typed, Printed, or Stamped

6717710

# Orlando Sentinel

## **NOTICE OF LANDOWNERS' MEETING AND ELECTION AND MEETING OF THE BOARD OF SUPERVISORS OF THE OLD HICKORY COMMUNITY DEVELOPMENT DISTRICT**

Notice is hereby given to the public and all landowners within Old Hickory Community Development District (the "District") the location of which is generally described as comprising a parcel or parcels of land containing approximately 175.395 acres located within the City of St. Cloud, Osceola County, Florida, on the north and south sides of Nolte Road, approximately 0.5 miles west of Old Hickory Tree Road in sections 13 and 24, Township 26 South, Range 30 East advising that a meeting of landowners will be held for the purpose of electing five (5) persons to the District Board of Supervisors. Immediately following the landowners' meeting there will be convened a meeting of the Board of Supervisors for the purpose of considering certain matters of the Board to include election of certain District officers, and other such business, which may properly come before the Board.

**DATE:** August 3, 2020

**TIME:** 1:00 p.m.

**PLACE:** Oasis Club at ChampionsGate

1520 Oasis Club Blvd.  
ChampionsGate, Florida 32896

Each landowner may vote in person or by written proxy. Proxy forms may be obtained upon request at the office of the District Manager, 219 E. Livingston Street, Orlando, Florida 32801. At said meeting each landowner or his or her proxy shall be entitled to nominate persons for the position of Supervisor and cast one vote per acre of land, or fractional portion thereof, owned by him or her and located within the District for each person to be elected to the position of Supervisor. A fraction of an acre shall be treated as one acre, entitling the landowner to one vote with respect thereto. Platted lots shall be counted individually and rounded up to the nearest whole acre. The acreage of platted lots shall not be aggregated for determining the number of voting units held by a landowner or a landowner's proxy. At the landowners' meeting the landowners shall select a person to serve as the meeting chair and who shall conduct the meeting.

The landowners' meeting and the Board of Supervisors meeting are open to the public and will be conducted in accordance with the provisions of Florida law. One or both of the meetings may be continued to a date, time, and place to be specified on the record at such meeting. A copy of the agenda for these meetings may be obtained from 219 E. Livingston Street,



# Orlando Sentinel

Orlando, Florida 32801. There may be an occasion where one or more supervisors will participate by telephone.

Any person requiring special accommodations to participate in these meetings is asked to contact the District Office at (407) 841-5524, at least 48 hours before the hearing. If you are hearing or speech impaired, please contact the Florida Relay Service at (800) 955-8770 for aid in contacting the District Office.

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

George S. Flint  
District Manager  
Governmental Management  
Services - Central Florida, LLC

OS677710

07/13, 07/20/20

6717710

# NOTICE OF PUBLIC HEARING RELATING TO PUBLIC IMPROVEMENTS AND LEVY OF NON-AD VALOREM ASSESSMENTS

The Old Hickory Community Development District Board of Supervisors ("Board") will hold a public hearing at 1:00 p.m., on Monday, August 3, 2020, to consider the adoption of an assessment roll and the imposition of special assessments to finance and secure the Old Hickory Community Development District's ("District") Engineer's Report. The Board will consider the levy of special assessments on benefited lands within the Old Hickory Community Development District, a depiction of which lands is shown below, and to provide for the levy, collection and enforcement of the assessments.

Due to the current COVID-19 public health emergency, the public hearing may be conducted remotely utilizing communications media technology and/or telephone pursuant to Executive Orders 20-82 and 20-88 issued by Governor DeSantis on March 9, 2020, March 20, 2020, as extended by Executive Orders 20-112, 20-123, 20-139 and 20-150, as such orders may be extended, respectively, and pursuant to Section 120.54(5)(b)2, Florida Statutes. Anyone wishing to listen to or participate in the public hearing can do so by using the communications media: Zoom Video Communications (URL: zoom.us), The public may access the hearing via their computer at <https://zoom.us/j/8876373001> or dial in telephonically at (848) 978-9923 and enter the Meeting ID: 887 6373 0001. If conditions allow the hearing to occur in person, the hearing will be held at the Oaks Club at ChampionsGate, 1620 Oaks Club Blvd., ChampionsGate, FL 33896. Information about how the hearing will occur, assistance connecting to the hearing or arranging further accommodations for participation may be obtained by contacting the office of the District Manager by phone at 407-841-5824 or by e-mail at [gm@ohcd.com](mailto:gm@ohcd.com).

The public hearing will be conducted pursuant to Chapters 170, 190 and 197, Florida Statutes. Developable areas within the District (as shown below) will be improved. The District is generally located on the north and south sides of Moha Road, approximately 0.5-miles west of Old Hickory Tree Road in Sections 13 and 24, Township 28 South, Range 30 East in the City of St. Cloud, Osceola County, Florida. The District's proposed improvements include the planning, development, acquisition and / or construction of development related to stormwater ponds, roads, drainage systems, potable water, sanitary sewer, landscaping and hardscape, and other improvements. A description of the property to be assessed, the nature of the improvements proposed in the Engineer's Report dated June 1, 2020 and the amount to be assessed to each piece or parcel of property may be ascertained at the Local District Records Office at 1620 Oaks Club Blvd., ChampionsGate, Florida 33896.

The District intends to impose assessments on benefited lands within the District in the manner set forth in the District's Master Assessment Methodology for Old Hickory Community Development District, dated June 1, 2020 ("Assessment Methodology"), which is available to the public at the address provided above. Initially, the total amount to be levied against each parcel shall be imposed on an equal per acreage basis across all of the benefitting acreage within the District. As plots are approved, they will be assessed in the manner described in the Master Assessment Methodology. The total amount to be levied against benefited lands within the District is \$21,740,000 exclusive of fees and costs of collection or enforcement, discounts for early payment and the annual interest costs. The assessments may be prepaid in whole in some instances or may be paid in not more than thirty (30) annual installments subsequent to the issuance of debt to finance the improvements. These annual assessments will be collected on the Osceola County tax roll by the Tax Collector. Alternatively, the District may choose to directly collect and enforce these assessments.

The District also intends to levy and collect assessments on property within the District to cover the operation and maintenance of the District's improvements. These annual assessments will be collected on the Osceola County tax roll by the Tax Collector. Alternatively, the District may choose to directly collect and enforce these assessments.

The public hearing is open to the public and will be conducted in accordance with the provisions of Florida law. The public hearing may be continued to a date, time, and place to be specified on the record at the hearing. There may be occasions when one or more Supervisors or staff will participate by speaker telephone.

All affected property owners have the right to appear at the public hearing and the right to file written objections with the District within twenty (20) days of the publication of this notice.

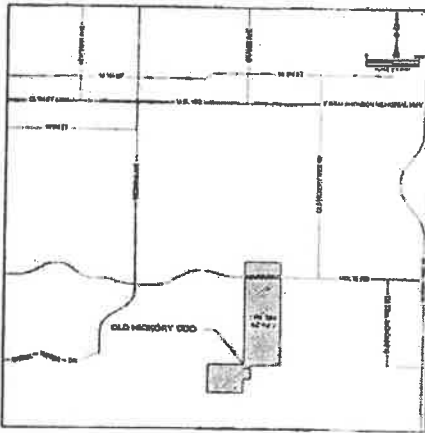
Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this hearing and meeting is asked to contact the District Office at 407-841-5824 at least five calendar days prior to the hearing and meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1-800-955-8770, for aid in contacting the District Office.

If anyone chooses to appeal any decision of the Board with respect to any matter considered at the hearing or at the meeting, such person will need a record of the proceedings and should accordingly ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence upon which such appeal is to be based. The public hearing may be continued to a date and time certain that will be announced at the hearing.

George S. Flint

Governmental Management Services - Central Florida, LLC

District Manager



## RESOLUTION NO. 2020-16

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE OLD HICKORY COMMUNITY DEVELOPMENT DISTRICT DECLARING SPECIAL ASSESSMENTS ON PROPERTY WITHIN THE DISTRICT, INDICATING THE LOCATION, NATURE AND ESTABLISHED COST OF THOSE IMPROVEMENTS WHOSE COST IS TO BE DEFAYED BY THE SPECIAL ASSESSMENTS; PROVIDING THE ESTIMATED COST OF THE IMPROVEMENTS TO BE PARTIALLY DEFAYED BY THE SPECIAL ASSESSMENTS; PROVIDING THE MANNER IN WHICH SUCH SPECIAL ASSESSMENTS SHALL BE MADE; PROVIDING WHEN SUCH SPECIAL ASSESSMENTS SHALL BE MADE; DESIGNATING LANDS UPON WHICH THE SPECIAL ASSESSMENTS SHALL BE LEVIED; PROVIDING FOR AN ASSESSMENT PLAN; ADOPTING A PRELIMINARY ASSESSMENT ROLL; PROVIDING FOR A PUBLIC HEARING TO CONSIDER THE ADVISABILITY AND PROPRIETY OF SAID ASSESSMENTS AND THE RELATED IMPROVEMENTS; PROVIDING FOR NOTICE OF SAID PUBLIC HEARING; PROVIDING FOR PUBLICATION OF THIS RESOLUTION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of Supervisors of the Old Hickory Community Development District ("Board") hereby determines to undertake, install, plan, establish, construct or reconstruct, enlarge or extend, equip, acquire, operate, and/or maintain certain public infrastructure improvements referred to as the Capital Improvement Plan ("Capital Improvement Plan") described in the Old Hickory Community Development District Engineer's Report dated June 1, 2020 and attached hereto as Exhibit "A" and incorporated by reference (the "Engineer's Report"); and

WHEREAS, the Board has determined that the Old Hickory Community Development District ("District") shall defray the cost of the Capital Improvement Plan by the levy of non-ad valorem special assessments pursuant to the properties within District in pursuant to Chapter 190, Florida Statute ("Assessments"); and

WHEREAS, the District is empowered by Chapter 190, the Uniform Community Development District Act, Chapter 170, Supplemental Alternative Method of Making Local and Municipal Improvements, and Chapter 197, Florida Statutes, to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain the improvements and to impose, levy and collect the Assessments; and

WHEREAS, the District hereby determines that benefits will accrue to the property improved, the amount of those benefits, and that special assessments will be made in proportion to the benefits received as set forth in the Master Assessment Methodology for Old Hickory Community Development District dated June 1, 2020, attached hereto as Exhibit "B" and incorporated by reference (the "Assessment Report") and on file at 219 E. Livingston Street, Orlando, Florida 32801 ("District Records Office"); and

WHEREAS, the District hereby determines that the Assessments to be levied will not exceed the benefits to the property improved.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE OLD HICKORY COMMUNITY DEVELOPMENT DISTRICT IN THE OSCEOLA COUNTY, FLORIDA:

- Assessments shall be levied to defray the cost of the Capital Improvement Plan.
- The Board hereby approves and adopts the Engineer's Report, which may be amended from time to time by this Board.
- The general nature of the Capital Improvement Plan is more specifically described in the Engineer's Report and in certain plans and specifications on file at the District Records Office.
- The general location of the Capital Improvement Plan is shown in the Engineer's Report and in plans and specifications on file at the District Records Office.
- The estimated cost of the Capital Improvement Plan is approximately \$18,807,000.00 (hereinafter collectively referred to as the "Estimated Cost").
- The Assessments will defray approximately \$21,740,000.00 for the Capital Improvement Plan, which includes the Estimated Cost, plus financing related costs, capitalized interest and debt service reserve.
- The manner in which the Assessments shall be made to be contained within the Assessment Report, which is attached hereto as Exhibit "B" and is also available at the District Records Office.
- The Assessments shall be levied on all lots and lands within the District which are adjoining to, contiguous with or bounding and abutting upon the Capital Improvement Plan or specially benefited thereby and are further designated on the assessment plat referenced below.
- There is on file at the District Records Office, an assessment plat showing the areas to be assessed, together with plans and specifications describing the Capital Improvement Plan and the Estimated Cost, which shall be open to inspection by the public.
- The District Manager has caused to be made a preliminary assessment roll, in accordance with the method of assessment described in Exhibit "B" hereto, which shows the lots and lands assessed, the amount of benefit to and the assessment against each lot or parcel of land and the number of annual installments into which the assessment may be divided, which is hereby adopted and approved as the District's preliminary assessment roll.
- Commencing with the year in which the Assessments are confirmed, the Assessments shall be paid in accordance with the Assessment Report, but in no event in more than thirty annual installments payable at the same time and in the same manner as are ad-valorem taxes and as prescribed by Chapter 197, Florida Statutes; provided, however, that in the event the non-ad-valorem assessment method of collecting the Assessments is not available to the District in any year, or the District determines not to utilize the provisions of Chapter 197, Florida Statutes, the Assessments may be collected as is otherwise permitted by law.
- The Board shall adopt a subsequent resolution to fix a time and place at which the owners of property to be assessed or any other persons interested therein may appear before the Board and be heard as to the propriety and advisability of the assessments or the making of the Capital Improvement Plan, the cost thereof, the manner of payment therefore, or the amount thereof to be assessed against each property as improved.
- The District Manager is hereby directed to cause this Resolution to be published twice (once a week for two (2) weeks) in a newspaper of general circulation within Osceola County and to provide such other notice as may be required by law or desired in the best interests of the District.
- This Resolution shall become effective upon its passage.
- Any capitalized terms used herein and not defined, shall have the meanings set forth in the Assessment Report.

PASSED AND ADOPTED this 1st day of June, 2020.

PO Box 100608  
Atlanta, GA 30384-0608  
adbilling@tribpub.com  
844-348-2445

**Invoice Details**

Billed Account Name: Old Hickory Cdd  
Billed Account Number: CU80083653  
Invoice Number: 023500955000  
Invoice Amount: \$1,700.04  
Billing Period: 07/27/20 - 08/02/20  
Due Date: 09/01/20  
All past due amounts are payable immediately



**INVOICE**

Page 1 of 2

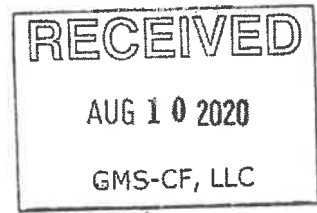
**Invoice Details**

Date	Invoice Reference #	Description	Ad Size/Units	Rate	Gross Amount	Total
07/06/20 07/27/20	OSC23500955	Classified Listings, Online 1:00 p.m. on Monday August 3 2020 6712600				1,700.04

*add to PC*

*hd*

*001-310-51300-43000*



Invoice Total: \$1,700.04

**Account Summary**

Current	1-30	31-60	61-90	91+	Unapplied Amount
8,176.98	0.00	556.26	0.00	0.00	0.00



Please detach and return this portion with your payment.

**Orlando Sentinel**  
MEDIA GROUP

PO Box 100608  
Atlanta, GA 30384-0608

**Remittance Section**

Billed Period: 07/27/20 - 08/02/20  
Billed Account Name: Old Hickory Cdd  
Billed Account Number: CU80083653  
Invoice Number: 023500955000

Return Service Requested

8199000388 PRESORT 388 1 FP 0.460 P2C2 <B>  
[Barcode]

OLD HICKORY CDD  
STACIE VANDERBILT  
219 E LIVINGSTON ST  
ORLANDO FL 32801-1508

For questions regarding this billing, or change of address notification, please contact Customer Care:

Orlando Sentinel  
PO Box 100608  
Atlanta, GA 30384-0608



08008365308008365303023500955 00170004 00873324 0

# Orlando Sentinel

Published Daily  
ORANGE County, Florida

**Sold To:**

Old Hickory CDD - CU80083653  
219 E Livingston St  
Orlando, FL, 32801

**Bill To:**

Old Hickory CDD - CU80083653  
219 E Livingston St  
Orlando, FL, 32801

State Of Illinois  
County Of Cook

Before the undersigned authority personally appeared  
Jeremy Gates, who on oath says that he or she is an Advertising  
Representative of the ORLANDO SENTINEL, a DAILY newspaper  
published at the ORLANDO SENTINEL in ORANGE County, Florida;  
that the attached copy of advertisement, being a Legal Notice in the matter  
of 11150-Public Hearing Notice, 1:00 p.m. on Monday, August 3, 2020 was  
published in said newspaper in the issues of Jul 06, 2020; Jul 13, 2020; Jul  
20, 2020; Jul 27, 2020.

Affiant further says that the said ORLANDO SENTINEL is a newspaper  
Published in said ORANGE County, Florida, and that the said newspaper  
has heretofore been continuously published in said ORANGE County,  
Florida, each day and has been entered as periodicals matter at the post  
office in ORANGE County, Florida, in said ORANGE County, Florida, for  
a period of one year next preceding the first publication of the attached  
copy of advertisement; and affiant further says that he or she has neither  
paid nor promised any person, firm or corporation any discount, rebate,  
commission or refund for the purpose of securing this advertisement for  
publication in the said newspaper.

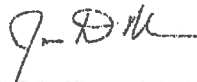


Jeremy Gates

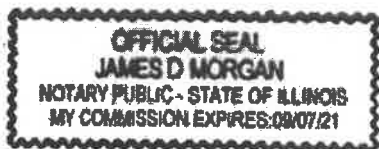
Signature of Affiant

Name of Affiant

Sworn to and subscribed before me on this 30 day of July, 2020,  
by above Affiant, who is personally known to me (X) or who has produced identification ( ).



Signature of Notary Public



Name of Notary, Typed, Printed, or Stamped

6712600

# Orlando Sentinel

## **NOTICE BY THE OLD HICKORY COMMUNITY DEVELOPMENT DISTRICT OF THE DISTRICT'S INTENT TO USE THE UNIFORM METHOD OF COLLECTION OF NON-AD VALOREM ASSESSMENTS**

Notice is hereby given that the Old Hickory Community Development District ("District") intends to use the uniform method of collecting non-ad valorem assessments to be levied by the District pursuant to section 197.3632, Florida Statutes. The Board of Supervisors of the District will conduct a public hearing at 1:00 p.m. on Monday, August 3, 2020.

It is anticipated that, due to the current COVID-19 public health emergency, the public hearing may be conducted remotely utilizing communications media technology and/or telephone pursuant to Executive Orders 20-52 and 20-69 issued by Governor DeSantis on March 9, 2020, March 20, 2020, as extended by Executive Orders 20-112, 20-123, 20-139 and 20-150), as such orders may be extended, respectively, and pursuant to Section 120.54(5)(b)2., Florida Statutes. Anyone wishing to listen to or participate in the public hearing can do so by using the communications media: Zoom Video Communications (URL: zoom.us). The public may access the hearing via their computer at <https://zoom.us/j/96763733001> or dial in telephonically at (646) 876-9923 and enter the Meeting ID: 967 6373 3001. If conditions allow the hearing to occur in person, the hearing will be held at the Oasis Club at ChampionsGate, 1520 Oasis Club Blvd., ChampionsGate, FL 33896. Information about how the hearing will occur, assistance connecting to the hearing or arranging further accommodations for participation may be obtained by contacting the office of the District Manager by phone at 407-841-5524 or by e-mail at [gflint@amscofl.com](mailto:gflint@amscofl.com).

The purpose of the public hearing is to consider the adoption of a resolution authorizing the District to use the uniform method of collecting non-ad valorem assessments to be levied by the District on properties located on land included in, or to be added to, the District.

The District may levy non-ad valorem assessments for the purpose of financing, acquiring, maintaining and/or operating community development facilities, services and improvements within and without the boundaries of the District, to consist of, among other things, roadways, water facilities, sewer facilities, reclaimed water facilities, stormwater management facilities, landscape and hardscape improvements and any other lawful projects or services of the District.

Owners of the properties to be assessed and other interested parties may appear at the public hearing and be heard regarding the use of the uniform method of collecting such non-ad valorem assessments.

This hearing is open to the public and will be conducted in accordance with the provisions of Florida law for community development districts. The public hearing may be continued to a date, time and location to be specified on the record at the hearing. There may be occasions when one or more Supervisors will participate by telephone.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in the hearing is asked to contact the District Office at (407)

# Orlando Sentinel

841-5524, at least 48 hours before the hearing and/or meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at (800) 955-8770, who can aid you in contacting the District Office.

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

George S. Flint  
Governmental Management Services -  
Central Florida, LLC  
District Manager

056712600

07/06, 07/13, 07/20, 07/27/20

6712600



# Old Hickory

Community Development District

FY20 Funding Request #5  
September 3, 2020

Payee	General Fund FY2020	General Fund FY2021
<b>1 EGIS Insurance Advisors, LLC</b>		
Credit: FY20 Prorated Insurance - FY2020	\$ (1,240.00)	
inv# 11705 - FY2021 Insurance Premium		\$ 5,000.00
<b>2 St. Cloud Utilities</b>		
Inv# 00059098JUN20 - 4000 Block Even Hickory Grove Rd - June 2020	\$ 27.15	
Inv# 00059098JUL20 - 4000 Block Even Hickory Grove Rd - July 2020	\$ 168.64	
Inv# 00059098JUL20A - 4000 Block Even Hickory Grove Rd - July 2020	\$ 3,351.77	
Inv# 00059098AUG20 - 4000 Block Even Hickory Grove Rd - August 2020	\$ 3,048.87	
Inv# 00059099JUL20 - 4500 Block Odd Holstein St - July 2020	\$ 38.46	
	\$ 5,394.89	\$ 5,000.00
	<b>Total:</b>	<b>\$ 10,394.89</b>

Please make check payable to:

Old Hickory Community Development District  
1408 Hamlin Avenue, Unit E  
St. Cloud, FL 34771





# INVOICE

Customer	Old Hickory Community Development District
Acct #	1038
Date	09/02/2020
Customer Service	Kristina Rudez
Page	1 of 1

Old Hickory Community Development District  
 c/o Government Management Services, LLC  
 219 E Livingston St  
 Orlando, FL 32801

Payment Information	
Invoice Summary	\$ 5,000.00
Payment Amount	
Payment for:	Invoice#11705
100120486	

Thank You

Please detach and return with payment



Customer: Old Hickory Community Development District

Invoice	Effective	Transaction	Description	Amount
11705	10/01/2020	Renew policy	Policy #100120486 10/01/2020-10/01/2021 Florida Insurance Alliance Package - Renew policy Due Date: 9/2/2020	5,000.00
<b>RECEIVED</b>  SEP 02 2020				
				<b>Total</b>
				<b>\$ 5,000.00</b>

Thank You

FOR PAYMENTS SENT OVERNIGHT:  
 Egis Insurance Advisors LLC, Fifth Third Wholesale Lockbox, Lockbox #234021, 4900 W. 95th St Oaklawn, IL 60453

<b>Remit Payment To: Egis Insurance Advisors, LLC</b> Lockbox 234021 PO Box 84021 Chicago, IL 60689-4002	(321)233-9939	Date
	scilmer@egisadvisors.com	09/02/2020



St. Cloud Utilities  
1300 Ninth St.  
St. Cloud, FL 34769  
407-957-7344  
www.stcloud.org



Customer Number: 000091934      Account Number: 00059098  
Customer Name: LENNAR HOMES INC  
Service Address: 4000 BLOCK EVEN HICKORY GROVE ROAD  
Bill Date: 6/24/2020      Due Date: 7/15/2020

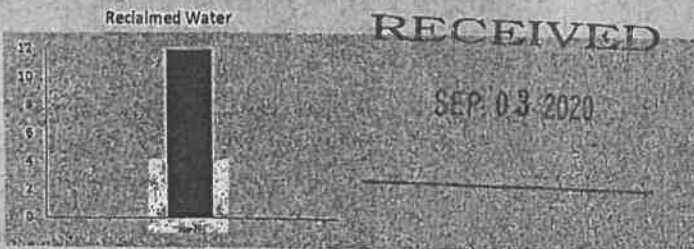
The annual water quality report is available online at [www.stcloud.org/2019waterreport](http://www.stcloud.org/2019waterreport). To receive a copy via mail, please call 407-957-7344 or return your entire bill to SCU with this check box  marked.

The City will be upgrading water meters based on a replacement plan. Residents do not need to be home, however water will be interrupted for approx. 15 mins. If you have questions, please call 407-957-7344.

For the latest information on the status of the City's water system or unidirectional flushing please visit [www.stcloud.org/Water](http://www.stcloud.org/Water) or call 407-957-7344 if you experience discolored water.

Summary of Charges		Consumption	Charge
Previous Balance			\$0.00
Reclaim Base Charge			\$19.89
Reclaim Consumption Tier 1	12 Total @ 0.63		\$7.56
<b>Total Current Charges</b>			<b>\$27.15</b>
<b>Total Amount Due</b>			<b>\$27.15</b>

*9/1 - Kelly  
meter for reclaims  
curm*



Service	Meter Number	From Date	To Date	Prev. Read	Cur. Read	Water Usage
Reclaimed Water	70360104	5/27/20	6/18/20	0	12	12

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



St. Cloud Utilities  
1300 Ninth St.  
St. Cloud, FL 34769  
407-957-7344  
www.stcloud.org

Please return this portion with your payment

2998477

Customer #: 000091934      Account #: 00059098  
Amount Due \$27.15      Due Date 7/15/2020  
After Due Date \$30.15

Amount Enclosed \$  
Please use this number 00009193400059098 for online, bank or e-pay payments.

Please make checks payable to:

LENNAR HOMES INC  
2300 MAITLAND CENTER PKWY STE 320  
MAITLAND FL 32751

City of St. Cloud  
PO Box 31304  
Tampa, FL 33631-3304



00009193400059098000002715202007150



St. Cloud Utilities  
 1300 Ninth St.  
 St. Cloud, FL 34769  
 407-957-7344  
 www.stcloud.org

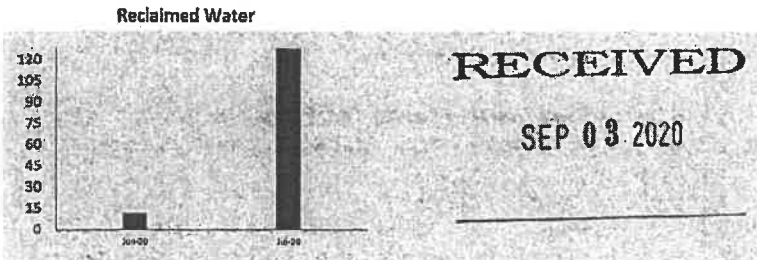


Customer Number: 000091934 Account Number: 00059098  
 Customer Name: LENNAR HOMES INC  
 Service Address: 4000 BLOCK EVEN HICKORY GROVE ROAD  
 Bill Date: 7/29/2020 Due Date: 8/19/2020

As our community enters recovery phases from Coronavirus (COVID-19) and reopens, SCU is returning to regular business operations. Non-payment service disconnections and late fees will resume August 3, 2020.

To assist during these challenging times, customers are encouraged to call us at 407-957-7344 or visit [www.stcloud.org/1753/St-Cloud-Utilities](http://www.stcloud.org/1753/St-Cloud-Utilities) for payment assistance before August 3, 2020.

The annual water quality report is available online at [www.stcloud.org/2019waterreport](http://www.stcloud.org/2019waterreport). To receive a copy via mail, please call 407-957-7344 or return your entire bill to SCU with this check box [ ] marked.



Service	Meter Number	From Date	To Date	Prev. Read	Curr. Read	Water Usage
Reclaimed Water	70360104	6/18/20	7/21/20	12	141	129

Summary of Charges		
	Consumption	Charge
<b>Previous Balance</b>		<b>\$27.15</b>
Reclaim Base Charge		\$26.72
Reclaim Consumption Tier 1	27 TGAL @ 0.63	\$17.01
Reclaim Consumption Tier 2	28 TGAL @ 0.78	\$21.28
Reclaim Consumption Tier 3	43 TGAL @ 1.19	\$51.17
Reclaim Consumption Tier 4	33 TGAL @ 1.62	\$53.46
<b>Total Current Charges</b>		<b>\$168.64</b>
<b>Total Amount Due</b>		<b>\$195.79</b>

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

Please return this portion with your payment 3031419

St. Cloud Utilities  
 1300 Ninth St.  
 St. Cloud, FL 34769  
 407-957-7344  
 www.stcloud.org

Customer #: 000091934 Account #: 00059098  
 Amount Due \$195.79 Due Date 8/19/2020  
 After Due Date \$198.79

Amount Enclosed \$  
 Please use this number 00009193400059098 for online, bank or epay payments.

Please make checks payable to:  
 City of St. Cloud  
 PO Box 31304  
 Tampa, FL 33631-3304



LENNAR HOMES INC  
 2300 MAITLAND CENTER PKWY STE 320  
 MAITLAND FL 32751



00009193400059098000019579202008190



St. Cloud Utilities  
1300 Ninth St.  
St. Cloud, FL 34769  
407-957-7344  
www.stcloud.org

Customer Number: 000091934 Account Number: 00059098

Customer Name: LENNAR HOMES INC, TIM PEIRCE

Service Address: 4000 BLOCK EVEN HICKORY GROVE ROAD

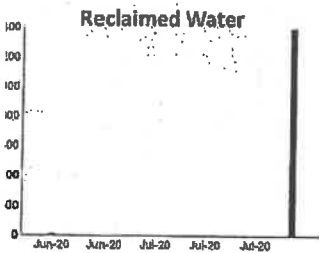
Bill Date: 8/21/2020

Due Date: 9/11/2020

As our community continues a phased reopening from COVID-19, SCU has returned to regular business operations. Non-payment service disconnections and late fees resumed August 3.

To assist during these challenging times, customers are encouraged to call us at 407-957-7344 or visit [www.stcloud.org/1753/St-Cloud-Utilities](http://www.stcloud.org/1753/St-Cloud-Utilities) for payment assistance as soon as possible.

The annual water quality report is available online at [www.stcloud.org/2019waterreport](http://www.stcloud.org/2019waterreport). To receive a copy via mail, please call 407-957-7344 or return your entire bill to SCU with this check box [ ] marked.



**RECEIVED**

AUG 26 2020

**Summary of Charges**

	Consumption	Charge
Previous Balance		\$27.15
Reclaim Base Charge		26.72
Reclaim Consumption Tier 1	27 TGAL @ 0.63	17.01
Reclaim Consumption Tier 2	26 TGAL @ 0.78	20.28
Reclaim Consumption Tier 3	43 TGAL @ 1.19	51.17
Reclaim Consumption Tier 4	64 TGAL @ 1.62	103.68
Reclaim Consumption Tier 5	107 TGAL @ 2.16	231.12
Reclaim Consumption Tier 6	1,133 TGAL @ 2.71	3,070.43
<b>Total Current Charges</b>		<b>\$3,520.41</b>
<b>Total Amount Due</b>		<b>\$3,547.56</b>

Service	Meter Number	From Date	To Date	Prev. Read	Curr. Read	Water Usage
Reclaimed	70360104	6/18/20	7/21/20	12	1412	1,400

Current charges \$3,520.41  
Less prior bill (168.44)  
Total current \$3,351.77

\*Bill due date applies to current charges only.

A previous balance could be subject to service interruption.

Please return this portion with your payment

3057568

Customer #: 000091934

Account #: 00059098

Amount Due \$3,547.56

Due Date 9/11/2020

After Due Date \$3,600.37

Amount Enclosed \$

Please use this number 00009193400059098 for online, bank or epay payments.

Please make checks payable to:

City of St. Cloud  
PO Box 31304  
Tampa, FL 33631-3304



St. Cloud Utilities  
1300 Ninth St.  
St. Cloud, FL 34769  
407-957-7344  
www.stcloud.org

LENNAR HOMES INC  
2300 MAITLAND CENTER PKWY STE 320  
MAITLAND FL 32751

0000919340005909840003547560



St. Cloud Utilities  
 1300 Ninth St.  
 St. Cloud, FL 34769  
 407-957-7344  
 www.stcloud.org

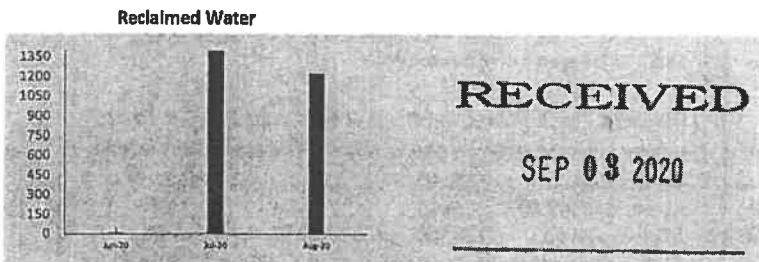


Customer Number: 000091934 Account Number: 00059098  
 Customer Name: LENNAR HOMES INC  
 Service Address: 4000 BLOCK EVEN HICKORY GROVE ROAD  
 Bill Date: 8/26/2020 Due Date: 9/16/2020

As our community continues a phased reopening from COVID-19, SCU has returned to regular business operations. Non-payment service disconnections and late fees resumed August 3.

To assist during these challenging times, customers are encouraged to call us at 407-957-7344 or visit www.stcloud.org/1753/St-Cloud-Utilities for payment assistance as soon as possible.

The annual water quality report is available online at www.stcloud.org/2019waterreport. To receive a copy via mail, please call 407-957-7344 or return your entire bill to SCU with this check box  marked.



Service	Meter Number	From Date	To Date	Prev. Read	Curr. Read	Water Usage
Reclaimed Water	70360104	7/21/20	8/20/20	1412	2638	1226

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

Summary of Charges		
	Consumption	Charge
<b>Previous Balance</b>		<b>\$3,547.56</b>
Reclaim Base Charge		\$26.72
Reclaim Consumption Tier 1	27 TGAL @ 0.63	\$17.01
Reclaim Consumption Tier 2	26 TGAL @ 0.78	\$20.28
Reclaim Consumption Tier 3	43 TGAL @ 1.19	\$51.17
Reclaim Consumption Tier 4	64 TGAL @ 1.62	\$103.68
Reclaim Consumption Tier 5	107 TGAL @ 2.16	\$231.12
Reclaim Consumption Tier 6	959 TGAL @ 2.71	\$2,598.89
<b>Total Current Charges</b>		<b>\$3,048.87</b>
<b>Total Amount Due</b>		<b>\$6,596.43</b>



St. Cloud Utilities  
 1300 Ninth St.  
 St. Cloud, FL 34769  
 407-957-7344  
 www.stcloud.org

Please return this portion with your payment

3057569

Customer #: 000091934 Account #: 00059098

Amount Due \$6,596.43 Due Date 9/16/2020  
 After Due Date \$6,842.16

Amount Enclosed \$  
 Please use this number 00009193400059098 for online, bank or epay payments.

Please make checks payable to:

LENNAR HOMES INC  
 2300 MAITLAND CENTER PKWY STE 320  
 MAITLAND FL 32751

City of St. Cloud  
 PO Box 31304  
 Tampa, FL 33631-3304



00009193400059098000659643202009160



St. Cloud Utilities  
 1300 Ninth St.  
 St. Cloud, FL 34769  
 407-957-7344  
 www.stcloud.org



Customer Number: 000091934      Account Number: 00059099  
 Customer Name: LENNAR HOMES INC  
 Service Address: 4500 BLOCK ODD HOLSTEIN ST  
 Bill Date: 7/29/2020      Due Date: 8/19/2020

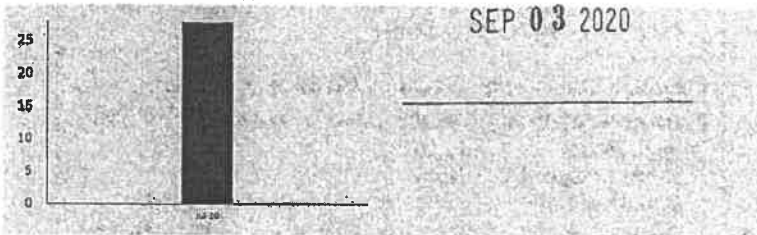
As our community enters recovery phases from Coronavirus (COVID-19) and reopens, SCU is returning to regular business operations. Non-payment service disconnections and late fees will resume August 3, 2020.

To assist during these challenging times, customers are encouraged to call us at 407-957-7344 or visit [www.stcloud.org/1753/St-Cloud-Utilities](http://www.stcloud.org/1753/St-Cloud-Utilities) for payment assistance before August 3, 2020.

The annual water quality report is available online at [www.stcloud.org/2019waterreport](http://www.stcloud.org/2019waterreport). To receive a copy via mail, please call 407-957-7344 or return your entire bill to SCU with this check box  marked.

**RECEIVED**

Reclaimed Water



Service	Meter Number	From Date	To Date	Prev. Read	Curr. Read	Water Usage
Reclaimed Water	61125078	6/29/20	7/21/20	0	28	28

Summary of Charges		
	Consumption	Charge
Previous Balance		\$0.00
Reclaim Base Charge		\$19.39
Reclaim Consumption Tier 1	20 TGAL @ 0.63	\$12.47
Reclaim Consumption Tier 2	8 TGAL @ 0.78	\$6.40
<b>Total Current Charges</b>		<b>\$38.46</b>
<b>Total Amount Due</b>		<b>\$38.46</b>

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

Please return this portion with your payment

3027766



St. Cloud Utilities  
 1300 Ninth St.  
 St. Cloud, FL 34769  
 407-957-7344  
 www.stcloud.org

Customer #: 000091934      Account #: 00059099

Amount Due **\$38.46**      Due Date **8/19/2020**  
 After Due Date **\$41.46**

Amount Enclosed \$  
 Please use this number 00009193400059099 for online, bank or epay payments.

Please make checks payable to:

City of St. Cloud  
 PO Box 31304  
 Tampa, FL 33631-3304



00009193400059099000003846202008190



LENNAR HOMES INC  
 2300 MAITLAND CENTER PKWY STE 320  
 MAITLAND FL 32751



# AUDIT COMMITTEE MEETING

## SECTION III



# SECTION A

**OLD HICKORY COMMUNITY DEVELOPMENT DISTRICT  
REQUEST FOR PROPOSALS**

**Annual Audit Services for Fiscal Year 2020  
Osceola County, Florida**

**INSTRUCTIONS TO PROPOSE**

**SECTION 1. DUE DATE.** Sealed proposals must be received no later than **Tuesday, September 29, 2020, at 2:00 P.M.**, at the offices of District Manager, located at 219 E. Livingston Street, Orlando, FL 32801. Proposals will be publicly opened at that time.

**SECTION 2. FAMILIARITY WITH THE LAW.** By submitting a proposal, the Proposer is assumed to be familiar with all federal, state, and local laws, ordinances, rules, and regulations that in any manner affect the work. Ignorance on the part of the Proposer will in no way relieve it from responsibility to perform the work covered by the proposal in compliance with all such laws, ordinances and regulations.

**SECTION 3. QUALIFICATIONS OF PROPOSER.** The contract, if awarded, will only be awarded to a responsible Proposer who is qualified by experience and licensing to do the work specified herein. The Proposer shall submit with its proposal satisfactory evidence of experience in similar work and show that it is fully prepared to complete the work to the satisfaction of the District.

**SECTION 4. SUBMISSION OF ONLY ONE PROPOSAL.** Proposers shall be disqualified and their proposals rejected if the District has reason to believe that collusion may exist among the Proposers, the Proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

**SECTION 5. SUBMISSION OF PROPOSAL.** Submit one (1) hard copy and one (1) electronic copy of the Proposal Documents, and other requested attachments at the time and place indicated herein, which shall be enclosed in an opaque sealed envelope, marked with the title "Auditing Services - Old Hickory Community Development District" on the face of it.

**SECTION 6. MODIFICATION AND WITHDRAWAL.** Proposals may be modified or withdrawn by an appropriate document duly executed and delivered to the place where proposals are to be submitted at any time prior to the time and date the proposals are due. No proposal may be withdrawn after opening for a period of ninety (90) days.

**SECTION 7. PROPOSAL DOCUMENTS.** The proposal documents shall consist of the notice announcing the request for proposals, these instructions, the Evaluation Criteria Sheet and a proposal with all required documentation pursuant to Section 12 of these instructions (the "Proposal Documents").

**SECTION 8. PROPOSAL.** In making its proposal, each Proposer represents that it has read and understands the Proposal Documents and that the proposal is made in accordance therewith.

**SECTION 9. BASIS OF AWARD/RIGHT TO REJECT.** The District reserves the right to reject any and all proposals, make modifications to the work, and waive any informalities or irregularities in proposals as it is deemed in the best interests of the District.

**SECTION 10. CONTRACT AWARD.** Within fourteen (14) days of receipt of the Notice of Award from the District, the Proposer shall enter into and execute a Contract (engagement letter) with the District.

**SECTION 11. LIMITATION OF LIABILITY.** Nothing herein shall be construed as or constitute a waiver of District's limited waiver of liability contained in section 768.28, Florida Statutes, or any other statute or law.

**SECTION 12. MISCELLANEOUS.** All proposals shall include the following information in addition to any other requirements of the proposal documents.

- A. List position or title of all personnel to perform work on the District audit. Include resumes for each person listed: list years of experience in present position for each party listed and years of related experience.
- B. Describe proposed staffing levels, including resumes with applicable certifications.
- C. Three references from projects of similar size and scope. The Proposer should include information relating to the work it conducted for each reference as well as a name, address and phone number of a contact person.
- D. The lump sum cost of the provision of the services under the proposal for Fiscal Year 2020, 2021, 2022, 2023 and 2024. The District intends to enter into five (5) separate one-year agreements.
- E. Provide a proposed schedule for performance of audit.

**SECTION 13. PROTESTS.** Any protest regarding the Proposal Documents, must be filed in writing, at the offices of the District Manager, within seventy-two (72) hours after the receipt of the documents. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to aforesaid plans, specifications or contract documents.

**SECTION 14. EVALUATION OF PROPOSALS.** The criteria to be used in the evaluation of proposals are presented in the Evaluation Criteria Sheet, contained within the Proposal Documents.

## AUDITOR SELECTION EVALUATION CRITERIA

**1. *Ability of Personnel.* (20 Points)**

(E.g., geographic locations of the firm's headquarters or permanent office in relation to the project; capabilities and experience of key personnel; present ability to manage this project; evaluation of existing work load; proposed staffing levels, etc.)

**2. *Proposer's Experience.* (20 Points)**

(E.g. past record and experience of the Proposer in similar projects; volume of work previously performed by the firm; past performance for other Community Development Districts in other contracts; character, integrity, reputation, of respondent, etc.)

**3. *Understanding of Scope of Work.* (20 Points)**

Extent to which the proposal demonstrates an understanding of the District's needs for the services requested.

**4. *Ability to Furnish the Required Services.* (20 Points)**

Extent to which the proposal demonstrates the adequacy of Proposer's financial resources and stability as a business entity necessary to complete the services required (E.g. the existence of any natural disaster plan for business operations).

**5. *Price.* (20 Points)**

Points will be awarded based upon the price bid for the rendering of the services and reasonableness of the price to the services.

## **SECTION B**

**OLD HICKORY  
COMMUNITY DEVELOPMENT DISTRICT  
REQUEST FOR PROPOSALS FOR ANNUAL AUDIT SERVICES**

The Old Hickory Community Development District hereby requests proposals for annual financial auditing services. The proposal must provide for the auditing of the District's financial records for the Fiscal Year ending September 30, 2020, with an option for four additional annual renewals. The District is a local unit of special-purpose government created under Chapter 190, Florida Statutes, for the purpose of financing, constructing, and maintaining public infrastructure. The District is located in Osceola County and has a general administrative operating fund.

The Auditing entity submitting a proposal must be duly licensed under Chapter 173, Florida Statutes and be qualified to conduct audits in accordance with "Government Auditing Standards," as adopted by the Florida Board of Accountancy. Audits shall be conducted in accordance with Florida Law and particularly Section 218.39, Florida Statutes, and the rules of the Florida Auditor General.

Proposal packages, which include evaluation criteria and instructions to proposers, are available from the District Manager at the address and telephone number listed below.

Proposers must provide one (1) hard copy and one (1) electronic copy of their proposal to GMS - CF, LLC, District Manager, 219 E. Livingston Street, Orlando, FL 32801, telephone (407) 841-5524, in an envelope marked on the outside "**Auditing Services - Old Hickory Community Development District.**" Proposals must be received by **Tuesday, September 29, 2020, 2:00 P.M.**, at the office of the District Manager. Please direct all questions regarding this Notice to the District Manager.

George S. Flint  
Governmental Management Services - Central Florida, LLC  
District Manager