

*Old Hickory
Community Development District*

Agenda

February 6, 2023

AGENDA

Old Hickory

Community Development District

219 E. Livingston Street, Orlando, Florida 32801

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

January 30, 2023

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, February 6, 2023 at 1:00 p.m. at the Oasis Club at ChampionsGate, 1520 Oasis Club Blvd., ChampionsGate, FL 33896**. Following is the advance agenda for the regular meeting:

1. Roll Call
2. Public Comment Period
3. Approval of Minutes of the November 7, 2022 Board of Supervisors Meeting and Acceptance of the Minutes of the November 1, 2022 Landowners' Meeting
4. Ratification of Data Sharing and Usage Agreement with the Osceola County Property Appraiser
5. Ratification of Temporary Access Easement Agreement
6. Consideration of Addendum to Landscape Maintenance Agreement for Phase 4
7. Discussion of Pending Plat Conveyances
8. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. District Manager's Report
 - i. Approval of Check Register
 - ii. Balance Sheet and Income Statement
9. Other Business
10. Supervisor's Requests
11. Adjournment

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, District Engineer

Enclosures

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, November 7, 2022 at 1:00 p.m. at the Oasis Club at ChampionsGate 1520 Oasis Club Blvd. ChampionsGate, FL.

Present and constituting a quorum were:

Lane Register	Chairman
Adam Morgan	Vice Chairman
Rob Bonin	Assistant Secretary
Jarred Cornell	Assistant Secretary
Juan Vasquez	Assistant Secretary

Also present were:

George Flint	District Manager
Kristen Trucco	District Counsel
Amanda Udstad	Hamilton Engineering & Surveying
Alan Scheerer	Field Manager
Michelle Barr	Lennar Homes

FIRST ORDER OF BUSINESS

Roll Call

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

SECOND ORDER OF BUSINESS

Public Comment Period

Mr. Flint noted that they did not have any members of the public other than staff and Board members.

THIRD ORDER OF BUSINESS

Organizational Matters

A. Administration of Oath of Office to Newly Elected Supervisors

Mr. Flint swore Mr. Jarred Cornell, Mr. Rob Bonin, and Mr. Juan Vasquez into office.

B. Consideration of Resolution 2023-02 Canvassing and Certifying the Results of Landowners' Election

Mr. Flint noted that Mr. Jarred Cornell received 75 votes, Mr. Rob Bonin received 75 votes, and Juan Vasquez received 74 votes.

On MOTION by Mr. Morgan, seconded by Mr. Register, with all in favor, Resolution 2023-02 Canvassing and Certifying the Results of Landowners' Election, was approved.

C. Election of Officers

Mr. Flint noted that each time there was an election they had to elect officers.

D. Consideration of Resolution 2023-03 Electing Officers

Mr. Flint noted that currently Lane Register was Chair, Adam Morgan was Vice Chair, and the other three Board members were Assistant Secretaries. Mr. Flint noted that he was Secretary, Ms. Jill Burns was Treasurer, and Teresa Viscarra was an Assistant Treasurer. Mr. Morgan asked if the Board wanted to leave this the same and the Board agreed.

On MOTION by Mr. Morgan, seconded by Mr. Register, with all in favor, Resolution 2023-03 Electing Officers as slated above, was approved.

FOURTH ORDER OF BUSINESS

Approval of Minutes of the October 3, 2022 Meeting

Mr. Flint presented the October 3, 2022 meeting minutes and asked for any comments, corrections, or changes. The Board had no changes.

On MOTION by Mr. Morgan, seconded by Mr. Register, with all in favor, the Minutes of the October 3, 2022 Meeting, were approved.

FIFTH ORDER OF BUSINESS

Ratification of Agreement with Grau & Associates to Provide Auditing Services for the Fiscal Year 2022

Mr. Flint presented the agreement to the Board. He stated that he executed this and was asking the Board to ratify it.

On MOTION by Mr. Morgan, seconded by Mr. Register, with all in favor, the Agreement with Grau & Associates to Provide Auditing Services for the Fiscal Year 2022, was ratified.

SIXTH ORDER OF BUSINESS

Discussion of Pending Plat Conveyances

Mr. Flint asked the Board if there was any pending plats or conveyances that they needed to discuss. Mr. Register noted that the tract on Phase 4 was almost complete. Ms. Trucco stated that the Board had already approved the conveyance of all the tracts in Phase 4.

SEVENTH ORDER OF BUSINESS

Staff Reports

A. Attorney

Ms. Trucco had nothing further to report.

B. Engineer

There being none, the next item followed.

C. District Manager's Report

i. Approval of Check Register

Mr. Flint presented the check register for \$17,141.44. The Board had no questions.

On MOTION by Mr. Morgan, seconded by Mr. Register, with all in favor, the Check Register totaling \$17,141.44, was approved.

ii. Balance Sheet and Income Statement

Mr. Flint presented the unaudited financials through September 30th. He noted that no money was in the construction account. He asked for any questions on the financials. Hearing none, the next item followed.

EIGHTH ORDER OF BUSINESS

Other Business

There being none, the next item followed.

NINTH ORDER OF BUSINESS

Supervisor's Requests

There being none, the next item followed.

TENTH ORDER OF BUSINESS

Adjournment

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

The Landowners' meeting of the Board of Supervisors of the Old Hickory Community Development District was held Monday, November 1, 2022 at 1:00 p.m. at the Oasis Club at ChampionsGate, 1520 Oasis Club Blvd., ChampionsGate, FL.

Present were:

Stacie Vanderbilt
George Flint

Proxy holder for Lennar Homes, LLC
GMS

FIRST ORDER OF BUSINESS

**Determination of Number of Voting Units
Represented**

Mr. Flint noted that they had determined the number of voting units represented. He noted that he had been provided a Landowner proxy signed by Mark McDonald with Lennar Homes, LLC naming Stacie Vanderbilt as the proxy holder representing 135 votes and 25.04 acres. He noted that Ms. Vanderbilt was the only Landowner represented.

SECOND ORDER OF BUSINESS

Call to Order

Mr. Flint called the meeting to order.

THIRD ORDER OF BUSINESS

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

Mr. Flint was elected as Chairperson to conduct the Landowners' meeting.

FOURTH ORDER OF BUSINESS

**Nominations for the Position of Supervisors
(3)**

Mr. Flint asked for any nominations for the position of Supervisor. The nominations were Jarred Cornell, Juan Vasquez, and Rob Bonin.

FIFTH ORDER OF BUSINESS

Casting of Ballots

The ballot was filled out as follows; Jarred Cornell with 75 votes to seat #3, Juan Vasquez with 74 votes to seat #4, and Rob Bonin with 75 votes to seat #5.

SIXTH ORDER OF BUSINESS

Tabulation of Ballots and Announcement of Results

Mr. Flint noted that Jarred Cornell and Rob Bonin will serve four-year terms, and Juan Vasquez will serve a two-year term.

SEVENTH ORDER OF BUSINESS

Adjournment

Mr. Flint adjourned the meeting.

SECTION IV



KATRINA S. SCARBOROUGH, CFA, CCF, MCF OSCEOLA COUNTY PROPERTY APPRAISER

Old Hickory CDD

This Data Sharing And Usage Agreement, hereafter referred to as "Agreement," establishes the terms and conditions under which the **Old Hickory CDD**, hereafter referred to as agency, can acquire and use Osceola County Property Appraiser (OCPA) data that is exempt from Public Records disclosure as defined in [FS 119.071](#).

Please note the referenced statute has amended as of October 1, 2021. The paragraph below reflects the changes.

The confidentiality of personal identifying and location information including: names, mailing address, or any other descriptive property information that may reveal identity or home address pertaining to parcels owned by individuals that have received exempt/confidential status, hereafter referred to as confidential personal identifying and location information, **will be protected as follows:**

1. The **agency** will not release confidential personal identifying and location information that may reveal identifying and location information of individuals exempted from Public Records disclosure.
2. The **agency** will not present the confidential personal identifying and location information in the results of data analysis (including maps) in any manner that would reveal personal identifying and location information of individuals exempted from Public Records disclosure.
3. The **agency** shall comply with all State laws and regulations governing the confidentiality of personal identifying and location information that is the subject of this Agreement.
4. The **agency** shall ensure any employee granted access to confidential personal identifying and location information is subject to the terms and conditions of this Agreement.
5. The **agency** shall ensure any third party granted access to confidential personal identifying and location information is subject to the terms and conditions of this Agreement. Acceptance of these terms must be provided in writing to the **agency** by the third party before personal identifying and location information is released.
6. The terms of this Agreement shall commence on **January 1, 2023** and shall run until **December 31, 2023**, the date of signature by the parties notwithstanding. **This Agreement shall not automatically renew.** A new agreement will be provided annually for the following year.

IN WITNESS THEREOF, both the Osceola County Property Appraiser, through its duly authorized representative, and the **agency**, through its duly authorized representative, have hereunto executed this Data Sharing and Usage Agreement as of the last below written date.

OSCEOLA COUNTY PROPERTY APPRAISER

Signature: _____

Print: Katrina S. Scarborough

Date: _____

Old Hickory CDD

Signature: 

Print: George S. Fink

Title: District Manager

Date: 1/4/2023

Please return signed original copy, no later than January 31, 2023

2505 E IRLO BRONSON MEMORIAL HWY

KISSIMMEE, FL 34744

(407) 742-5000

INFO@PROPERTY-APPRAISER.ORG • PROPERTY-APPRAISER.ORG

SECTION V

**TEMPORARY ACCESS EASEMENT AGREEMENT
BY AND BETWEEN THE OLD HICKORY COMMUNITY DEVELOPMENT
DISTRICT AND MELISSA ANN BURKE**

This Temporary Access Easement Agreement ("Easement Agreement") is made and entered into this 9th day of January, 2023, by and between:

Old Hickory Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, being situated in Osceola, County, Florida, and whose mailing address is 219 East Livingston Street, Orlando, Florida 32801 (the "District"); and

Melissa Ann Burke, whose mailing address is 681 Taurus Ln Saint Cloud FL, 34772 (the "Homeowner").

WITNESSETH

WHEREAS, the District was established pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the "Act"), by an ordinance of the Osceola County, Florida, County Commission, (the "Ordinance") and is validly existing under the Constitution and laws of the State of Florida; and

WHEREAS, the District is the owner of certain lands in Osceola County, Florida, more particularly described as OLD HICKORY PH 1 & 2 PB 29 PGS 13-24 TRACT T OPEN SPACE, as recorded in the Records of Osceola County, Florida Parcel ID 13-26-30-0117-0001-00T0 (the "District Property"); and

WHEREAS, Homeowner is the owner of the property within the District having the address of 681 Taurus Ln Saint Cloud, FL 34772 with a legal description of OLD HICKORY PH 1 & 2 PB 29 PGS 13-24 LOT 265 as recorded in the Records of Osceola County, Florida (Parcel ID 13-26-30-0117-0001-2650 (the "Homeowner's" Property)); and

WHEREAS, Homeowner have requested that the District grant to them a temporary, nonexclusive easement over a portion of the District Property for the purpose of gaining access to Homeowner's Property for the construction of a swimming pool in the rear yard at Homeowner's Property, and the District is agreeable to granting such an easement on the terms and conditions set forth herein; and

WHEREAS, the portion of District Property over which the temporary easement (the "Easement Property") is requested is shown on **Exhibit A**, attached hereto and made a part hereof.

NOW, THEREFORE, in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration and the mutual covenants of the parties, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **RECITALS.** The foregoing recitals are true and correct and by this reference are incorporated as a material part of this Easement Agreement.
2. **GRANT OF EASEMENT.** The District hereby grants to Homeowner a temporary, non-exclusive easement over, upon, under, through, and across the Easement Property for the sole purpose of Homeowner (and its contractors) gaining access to their lot for the purpose of construction of a swimming pool in the rear yard at Homeowner's Property (the "Easement"). Homeowner agrees that the Easement will only be used for access to the rear portion of their property for construction of a swimming pool and related repair of the Easement Property. No dump trucks, pickups or other vehicles will be parked or left overnight on the Easement Property. No materials shall be placed or stored on the Easement Property. The Homeowner agrees and acknowledges that, while the District grants access across the Easement Property, as depicted on Exhibit A, the District makes no representations or warranties of any kind that Homeowner has authority to access road right of way or that the Easement Property is suitable for vehicular, or any other, use; the Homeowner's use of the Easement Property is solely at its own risk. Homeowner shall be responsible for securing all required HOA approvals and permits from the Osceola County or any other governmental entity or agency having jurisdiction thereof in connection with the excavation and construction of the swimming pool and any related improvements in the rear yard of Homeowner's Property. Nothing herein shall be interpreted or construed to grant any easement or other rights, temporary or otherwise, over any property other than the Easement Property.
3. **TERM.** Homeowner shall be permitted to use the Easement until the earlier of the completion of the excavation and construction of the swimming pool in the rear yard at Homeowner's Property or one-hundred and twenty (120) days from the date of this Easement, at which time the Easement shall automatically terminate.
4. **INDEMNIFICATION.**
 - a. Homeowner agrees to indemnify and hold the District harmless from and against any and all damages, losses or claims, including but not limited to legal fees and expenses, to the extent that such damages, losses or claims are attributable to actions, omissions or negligence in the use of the Easement Property by Homeowner, their employees, agents, assignees, and/or contractors (or their subcontractors, employees, materialmen or independent contractors).
 - b. Homeowner agrees that nothing contained in this Easement Agreement shall constitute or be construed as a waiver of the District's limitations on liability set forth in Section 768.28, Florida Statutes, and other law.
5. **DAMAGE.** In the event that Homeowner, their respective employees, agents, assignees and/ or contractors (or their subcontractors, employees, materialmen or independent contractors) cause damage to the Easement Property or any of the improvements located within the Easement Property or causes damage to the District's other property or any improvements located thereon,

in the exercise of the easement rights granted herein, Homeowner, at Homeowner's sole cost and expense, agrees to commence and diligently pursue the restoration of the same and the improvements so damaged to as nearly as practical to the original condition and grade, including, without limitation, repair and replacement of any landscaping, hardscaping, plantings, ground cover, irrigation systems, roadways, driveways, sidewalks, parking areas, fences, walks, utility lines, stormwater facilities, pumping facilities, pumps and other structures, within thirty (30) days after receiving written notice of the occurrence of any such damage. The Homeowner shall allow no lien to attach to the Easement Property or any improvements located on said property or District's other property arising out of work performed by, for, or on behalf of Homeowner.

6. DEFAULT. A default by any party under this Easement Agreement shall entitle any other to all remedies available at law or in equity, which may include but not be limited to the right of actual damages, injunctive relief and/or specific performance.

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

8. NOTICES. Any notice, demand, consent, authorization, request, approval or other communication that any party is required, or may desire, to give to or make upon the other party pursuant to this Agreement shall be effective and valid only if in writing, signed by the party giving notice and delivered personally to the other parties or sent by express 24-hour guaranteed courier or delivery service or by certified mail of the United States Postal Service, postage prepaid and return receipt requested, addressed to the other party as follows (or to such other place as any party may by notice to the others specify):

To Homeowner: Melissa Ann Burke
 681 Taurus Ln
 Saint Cloud, FL 34772

To the District: Old Hickory Community Development District
 219 E. Livingston St.
 Orlando, Florida 32801
 Attn: District Manager

With a copy to: Jan Albanese Carpenter, Esq.
 Latham, Luna, Eden & Beaudine, LLP.
 201 South Orange Ave., Suite #1400
 Orlando, Florida 32801

Notice shall be deemed given when received, except that if delivery is not accepted, notice shall be deemed given on the date of such non-acceptance. 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 would otherwise expire on a non-business day, the notice period shall

be extended to the next succeeding business day. Saturdays, Sundays and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for Homeowner may deliver Notice on behalf of the District and Homeowner.

9. THIRD PARTIES. This Easement Agreement is solely for the benefit of the formal parties hereto, and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Easement Agreement. Nothing in this Easement expressed or implied is intended or shall be construed to confer upon any person or legal entity other than the parties hereto any right, remedy, or claim under or by reason of this Easement Agreement or any of the provisions or conditions hereof. The District shall be solely responsible for enforcing its rights under this Easement Agreement against any interfering third party. Nothing contained in this Easement Agreement shall limit or impair the District's right to protect their rights from interference by a third party.

10. ASSIGNMENT. No party may assign, transfer or license all or any portion of its rights under this Easement Agreement without the prior written consent of the other parties.

11. CONTROLLING LAW. This Easement Agreement shall be construed, interpreted and controlled according to the laws of the State of Florida.

12. PUBLIC RECORDS. Homeowner understands and agrees that all documents of any kind provided to the District or to District Staff in connection with this Easement Agreement are public records and are to be treated as such in accordance with Florida law.

13. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Easement Agreement shall not affect the validity or enforceability of the remaining portions of this Easement Agreement, or any part of this Easement Agreement not held to be invalid or unenforceable.

14. BINDING EFFECT. This Easement Agreement and all of the provisions, representations, covenants, and conditions contained herein shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

15. AUTHORIZATION. By execution below, the undersigned represent that they have been duly authorized by the appropriate body or official of their respective entity to execute this Easement Agreement, and that each party has complied with all the requirements of law and has full power and authority to comply with the terms and provisions of this instrument.

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

17. ENTIRE AGREEMENT. This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Easement Agreement.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their duly authorized officers effective as of the day and year first above written.

**OLD HICKORY COMMUNITY
DEVELOPMENT DISTRICT**

Adam Morgan

Print name: Adam Morgan
Chairperson/Vice Chairman

Date: 1/10/2023 | 11:33 AM PST

HOMEOWNER

Melissa Ann Burke
MELISSA ANN BURKE

Date: 9 Jan 2023

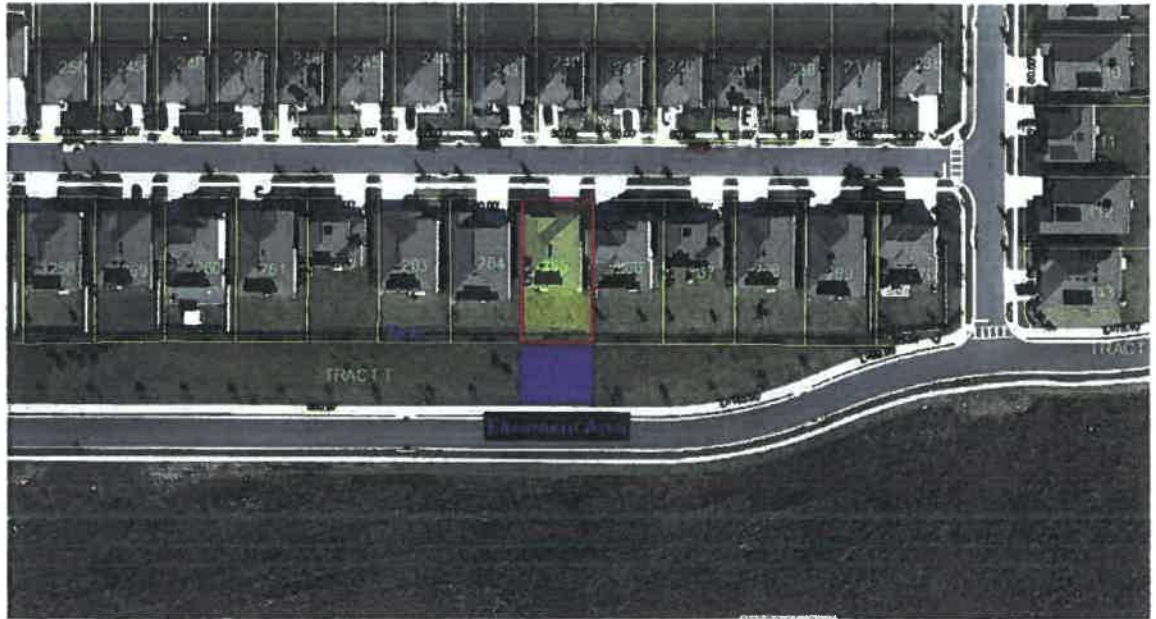
EXHIBIT A Easement Property



TRIM Notice
Tax Collector
Property Record Card
NEW - Bird's Eye View

Info

Parcel [13-26-50-0117-0001-2650](#)
Owner Name BURKE MELISSA ANN
Mailing Address 681 TAURUS LN
Address SAINT CLOUD, FL 34772
Physical Address 681 TAURUS LN, SAINT CLOUD FL 34772
Property Type SINGLE FAMILY-IMPROVED
Tax District 100 - ST CLOUD
Acres 0.17
Desc. OLD HICKORY PH 1 & 2 PB 29 PGS 13-24 LOT 265



SECTION VI



734 South Combee Road
Lakeland, FL 33801

863-668-0494 – Phone
863-668-0495 – Fax

www.floralawn.com

Old Hickory CDD Addendum Phase 4

April 12, 2022

Proposal valid for 60 days

We sincerely appreciate the opportunity to propose how Floralawn can help enhance the quality of your landscape. Our proposal includes integrating a custom maintenance plan to meet the needs and demands of your property while considering service expectations and community budget.

We hereby propose the following for your review:

Landscape Management

Service	Monthly	Yearly
Landscape Maintenance	\$2,170	\$26,040
Shrub Fertilization Program	\$105	\$1,260
Monthly Irrigation Inspection	\$240	\$2,880
Mulch	\$322	\$3,864
Total	\$2,837	\$34,044

Scope of Services

Turf Care

Mowing

Rotary lawn mowers will be used with sufficient power to leave a neat, clean, and uncluttered appearance 42 times per calendar year (Floritam) and 42 times per calendar year (Bahia) depending on growing season and conditions. It is anticipated that mowing services shall be provided weekly during the growing season April through October and every other week during the non-growing season or as needed November through March.

Bahia pond banks and buffers will be mowed 36 times per year consistent with weekly mowing May through September and 2 times per month or as needed October through April.

Trimming

Turf areas inaccessible to mowers, areas adjacent to buildings, trees, fences, etc. will be controlled by a string trimmer. When string trimming, a continuous cutting height will be maintained to prevent scalping.

Edging

All turf edges of walks, curbs, and driveways shall be performed every mowing (42 times per year). A soft edge of all bed areas will be performed every other mowing (21 times per year). A power edger will be used for this purpose. A string trimmer may be used only in areas not accessible to a power edger.

Fertilization

St. Augustine/Floritam areas shall be fertilized with a commercial grade fertilizer 6 times per year. Timing of applications will be adjusted to meet horticultural conditions.

Bahia turf areas may be fertilized and treated with insect/disease control at an additional cost that is outside of the scope of work for this contract.

Weed, Insect, & Disease Control

Post-Emergent weed applications will be performed up to 4 times per year between April 1st and October 30th. Pre-Emergent herbicides will be used 2 times per year between November 1st to April 1st. Weed control applications are conducive to soil and air temperatures. Floritam will not be held responsible for the post emergent control of common grassy weeds like Crabgrass & common Bermuda due to the absence of legal and selective post emergent herbicides for this use.

Insect & disease control (not preventative) measures are incorporated into each fertilization application. Infestations will be treated on an as needed basis throughout the year and the customer will be made aware of the actions taken as well as the chemicals used. Ant mounds will be treated as they appear, but contract pricing does not include products that guarantee year-long ant control. Products like Bayer's Top Choice or Chipco Choice that guarantee year-long ant control can be purchased outside the scope of this contract.

Tree, Shrub, and Groundcover Care

Pruning

All shrubs and trees (up to 10 feet) shall be pruned and shaped a maximum of **10 times** per year to ensure the following:

1. Maintain all sidewalks to eliminate any overhanging branches or foliage which obstructs and/or hinders pedestrian or motor traffic.
2. Retain the individual plant's natural form and prune to eliminate branches which are rubbing against walls and roofs.
3. The removal of dead, diseased, or injured branches and palms will be performed as needed
4. Ground covers and vines can maintain a neat and uniform appearance.

Weeding

Weeds will be removed from all plant, tree, and flower beds **18 times** per year. This incorporates **2 times** per month during the growing season and **1 time** per month during the non-growing season on an as-needed basis. Manual hand pulling and chemical herbicides will be used as control methods.

Fertilization

Palms and hardwood trees will be fertilized **2 times** per year. Shrubs and groundcovers will be fertilized **4 times** per year. All fertilizations of tree, shrub, and groundcovers will be designed to address site specific nutritional needs. Timing of applications will be adjusted to meet horticultural conditions.

Insect, & Disease Control

All landscape beds shall be monitored and treated with appropriate pesticides as needed throughout the contract period. Plants will be monitored and issues addressed as necessary to effectively control insect infestation and disease as environmental, horticultural, and weather conditions permit. FloraLawn does not guarantee the complete absence of any insect or disease. We will, however, notify the customer and provide professional options at an additional cost outside the scope of this contract.

Irrigation

Overview

At the commencement of the contract, we will perform a complete irrigation evaluation and furnish the customer with a summary of each clock and zone operation. FloraLawn will submit recommendations for all necessary repairs and improvements to the system with an itemized cost for completing the proposed work. FloraLawn is not responsible for turf or plant loss due to water restrictions set by city, county, and/or water management district ordinances.

Inspections

All irrigation zones shall be inspected **1 time** per month to insure proper operation. All zones will be turned on to check for proper coverage and any broken irrigation components. Management shall receive a monitoring report after each monthly irrigation inspection.

Repairs

Any repairs that have been caused by FloraLawn will be repaired at no cost. All repairs to the irrigation system other than those caused by FloraLawn will be performed on a time and materials basis with the hourly labor rate being **\$60.00 per hour**. Faults and failures of the irrigation system communicated to FloraLawn will be addressed in a fair and responsible time period, but FloraLawn cannot guarantee a specific time response.

Miscellaneous

Clean-Up

All non-turf areas will be cleaned with a backpack or street blower to remove debris created by the landscaping process. All trash shall be picked up throughout the common areas before each mowing 42 times per year. Construction debris or similar trash is not included. Trash shall be disposed of offsite.

Optional Items & Additional Services

1. Landscape design & installation
2. Sodding and/or Seeding
3. Annual flower bed design & installation
4. Mulching
5. Thin & prune trees over 10' in height
6. Prune Palms over 15' of clear trunk
7. New plant installation
8. Leaf clean-up
9. Pump Maintenance
10. Pump repair & installation

SECTION VIII

SECTION C

SECTION 1

Old Hickory

Community Development District

Summary of Checks

November 28, 2022 to January 30, 2023

Bank	Date	Check #	Amount	
General Fund	11/29/22	211-212	\$	537.51
	12/9/22	213-216	\$	304,299.47
	12/14/22	217-219	\$	6,888.13
	1/4/23	220	\$	2,000.00
	1/11/23	221-223	\$	16,646.57
	1/18/23	225-227	\$	1,801.03
			\$	332,172.71
			\$	332,172.71

YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER										RUN	1/30/23	PAGE	1
*** CHECK DATES 11/28/2022 - 01/30/2023 ***													
OLD HICKORY - GENERAL FUND													
BANK A GENERAL FUND													
CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO...	YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNTCHECK.... AMOUNT #
11/29/22	00014	11/23/22	6471-11-	202211 310-51300-31200						AMERICAN MUNICIPAL TAX-EXEMPT	*	450.00	
				ARBITRAGE REPORT SER.2020									450.00 000211
11/29/22	00009	11/14/22	15753	202209 320-53800-46400						RPR SPRAYHD/PRO SPAN EXP	*	87.51	
										FLORALAWN 2, LLC			87.51 000212
12/09/22	00010	11/25/22	207369	202211 320-53800-47000						AQUATIC PLANT MGMT NOV22	*	1,334.00	
										APPLIED AQUATICS MANAGEMENT INC			1,334.00 000213
12/09/22	00009	12/01/22	15982	202212 320-53800-46200						LAWN MAINTENANCE DEC22	*	8,464.00	
										FLORALAWN 2, LLC			8,464.00 000214
12/09/22	00012	12/01/22	12012022	202212 300-20700-10000						FY23 DEBT SERVICE SER2020	*	16,575.20	
		12/09/22	12092022	202212 300-20700-10000						FY23 DEBT SERVICE SER2020	*	273,885.64	
										OLD HICKORY CDD C/O USBANK			290,460.84 000215
12/09/22	00015	11/25/22	6742573	202211 310-51300-32300						FY2023 SERIES 2020 FEES	*	4,040.63	
										U.S. BANK			4,040.63 000216
12/14/22	00009	12/01/22	15760	202209 320-53800-46400						RPR 7NOZZLE/6SPRAYHD/4DCD	*	1,408.76	
		12/06/22	16180	202210 320-53800-46400						RPR 3SPRAY HEADS/1 ROTOR	*	181.29	
										FLORALAWN 2, LLC			1,590.05 000217
12/14/22	00001	12/01/22	57	202212 310-51300-34000						MANAGEMENT FEES DEC22	*	3,062.50	
		12/01/22	57	202212 310-51300-35300						WEBSITE ADMIN DEC22	*	66.67	
		12/01/22	57	202212 310-51300-35100						INFORMATION TECH DEC22	*	108.33	
		12/01/22	57	202212 310-51300-31300						DISSEMINATION FEE DEC22	*	291.67	
		12/01/22	57	202212 310-51300-51000						OFFICE SUPPLIES	*	.42	
		12/01/22	57	202212 310-51300-42000						POSTAGE	*	7.98	
		12/01/22	57	202212 310-51300-42500						COPIES	*	2.25	

OLDH OLD HICKORY CD TVISCARRA

YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 1/30/23
 OLD HICKORY - GENERAL FUND
 BANK A GENERAL FUND

CHECK DATE	VEND#INVOICE..... DATE INVOICE	EXPENSED TO..... YRMO DPT ACCT# SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNTCHECK..... AMOUNT #
12/01/22	58	202212 320-53800-12000	FIELD MANAGEMENT DEC22			*	1,312.50	
12/14/22	00002	12/09/22 107283	202211 310-51300-31500		GOVERNMENTAL MANAGEMENT SERVICES	*	445.76	4,852.32 000218
		MTG/TRACT TURNOVER/TASK			LATHUM, LUNA, EDEN & BEAUDINE			445.76 000219
1/04/23	00011	1/03/23 23420	202212 310-51300-32200			*	2,000.00	
		FY22 AUDIT FEE - DEC22			GRAU AND ASSOCIATES			2,000.00 000220
1/11/23	00010	12/31/22 208127	202212 320-53800-47000			*	1,334.00	
		AQUATIC PLANT MGMT DEC22			APPLIED AQUATICS MANAGEMENT INC			1,334.00 000221
1/11/23	00009	1/01/23 16592	202301 320-53800-46200			*	8,464.00	
		LAWN MAINTENANCE JAN23			FLORALAWN 2, LLC			8,464.00 000222
1/11/23	00001	1/01/23 59	202301 310-51300-34000			*	3,062.50	
		MANAGEMENT FEES JAN23						66.67
1/01/23	59	202301 310-51300-35300				*	108.33	
1/01/23	59	202301 310-51300-35100				*	291.67	
1/01/23	59	202301 310-51300-31300				*	.15	
1/01/23	59	202301 310-51300-51000				*	2.85	
1/01/23	59	202301 310-51300-42000				*	1,312.50	
1/01/23	60	202301 320-53800-12000				*		
		FIELD MANAGEMENT JAN23			GOVERNMENTAL MANAGEMENT SERVICES			4,844.67 000223
1/11/23	00012	1/10/23 01102023	202301 300-20700-10000			*	2,003.90	
		FY23 SPCL ASMTS SER2020			OLD HICKORY CDD C/O USBANK			2,003.90 000224
1/18/23	00009	1/10/23 16279	202211 320-53800-46400			*	88.65	
		RPR SPRAY HD/BUBBLER/ROT.						193.68
1/10/23	16636	202212 320-53800-46400				*		
		RPR NOZZLE & SPRAY HEADS			FLORALAWN 2, LLC			282.33 000225

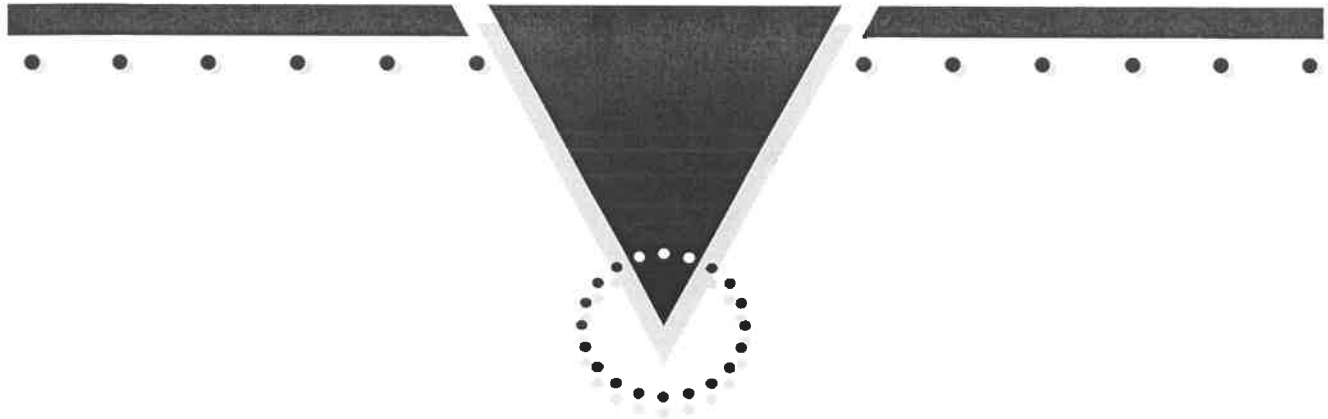
OLDH OLD HICKORY CD TWISCARRA

*** CHECK DATES 11/28/2022 - 01/30/2023 *** OLD HICKORY - GENERAL FUND
BANK A GENERAL FUND

CHECK DATE	VEND#	INVOICE DATE	INVOICE YRMO	EXPENSED TO DPT ACCT#	SUB SUBCLAS	VENDOR NAME	STATUS	AMOUNTCHECK.... AMOUNT #
1/25/23	00010	1/15/23	208535	202301	320-53800-47000	AQUATIC PLANT MGMT JAN23	*	1,334.00	
						APPLIED AQUATICS MANAGEMENT INC			1,334.00 000226
1/25/23	00019	1/20/23	DR012023	202301	310-51300-11000	REPLACE LOST CHECK#50020	*	184.70	
						DAVID L REGISTER			184.70 000227
TOTAL FOR BANK A								332,172.71	
TOTAL FOR REGISTER								332,172.71	

OLDH OLD HICKORY CD TVISCARRA

SECTION 2



Old Hickory
Community Development District

Unaudited Financial Reporting
December 31, 2022



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Old Hickory

COMMUNITY DEVELOPMENT DISTRICT

BALANCE SHEET

December 31, 2022

	General Fund	Debt Service Fund	Total 2023
<u>ASSETS:</u>			
CASH	\$447,777	--	\$ 447,777
<u>INVESTMENTS</u>			
SERIES 2020			
RESERVE	—	\$ 178,050	\$178,050
REVENUE	—	\$ 305,561	\$305,561
PREPAYMENT	—	\$ 3,630	\$3,630
TOTAL ASSETS	\$447,777	\$487,241	\$935,018
<u>LIABILITIES:</u>			
ACCOUNTS PAYABLE	\$3,616	—	\$ 3,616
<u>FUND EQUITY:</u>			
FUND BALANCES:			
RESTRICTED FOR DEBT SERVICE	—	\$ 487,241	\$487,241
UNASSIGNED	\$444,161	—	\$ 444,161
TOTAL LIABILITIES & FUND EQUITY	\$447,777	\$487,241	\$935,018

Old Hickory

COMMUNITY DEVELOPMENT DISTRICT

GENERAL FUND

Statement of Revenues & Expenditures

For The Period Ending December 31, 2022

REVENUES:

	ADOPTED BUDGET	PRORATED BUDGET THRU 12/31/22	ACTUAL THRU 12/31/22	VARIANCE
SPECIAL ASSESSMENTS	\$427,829	\$350,656	\$350,656	\$0
TOTAL REVENUES	\$427,829	\$350,656	\$350,656	\$0

EXPENDITURES:

ADMINISTRATIVE:

SUPERVISOR FEES	\$12,000	\$3,000	\$2,000	\$1,000
FICA EXPENSE	\$918	\$230	\$153	\$77
ENGINEERING	\$12,000	\$3,000	\$120	\$2,880
ATTORNEY	\$25,000	\$6,250	\$815	\$5,435
ARBITRAGE	\$450	\$450	\$450	\$0
DISSEMINATION	\$3,500	\$875	\$875	(\$0)
ANNUAL AUDIT	\$4,500	\$2,000	\$2,000	\$0
TRUSTEE FEES	\$4,100	\$4,100	\$4,041	\$59
ASSESSMENT ADMINISTRATION	\$5,000	\$5,000	\$5,000	\$0
MANAGEMENT FEES	\$36,750	\$9,188	\$9,188	\$0
INFORMATION TECHNOLOGY	\$1,300	\$325	\$325	\$0
WEBSITE MAINTENANCE	\$800	\$200	\$200	(\$0)
TELEPHONE	\$300	\$75	\$0	\$75
POSTAGE	\$1,000	\$250	\$423	(\$173)
INSURANCE	\$6,325	\$6,325	\$5,645	\$680
PRINTING & BINDING	\$1,000	\$250	\$23	\$228
LEGAL ADVERTISING	\$2,500	\$625	\$797	(\$172)
OTHER CURRENT CHARGES	\$1,000	\$250	\$125	\$125
OFFICE SUPPLIES	\$625	\$156	\$1	\$155
DUES, LICENSES & SUBSCRIPTIONS	\$175	\$175	\$175	\$0
TOTAL ADMINISTRATIVE	\$119,243	\$42,723	\$32,355	\$10,368

FIELD:

FIELD SERVICES	\$15,750	\$3,938	\$3,938	\$0
PROPERTY INSURANCE	\$1,525	\$1,525	\$1,398	\$127
ELECTRIC	\$1,500	\$375	\$104	\$271
STREETLIGHTS	\$93,025	\$23,256	\$0	\$23,256
WATER & SEWER	\$20,000	\$5,000	\$3,221	\$1,779
LANDSCAPE MAINTENANCE	\$143,280	\$35,820	\$25,392	\$10,428
LANDSCAPE CONTINGENCY	\$2,500	\$625	\$0	\$625
LAKE MAINTENANCE	\$16,006	\$4,002	\$4,002	(\$1)
IRRIGATION REPAIRS	\$5,000	\$1,250	\$464	\$786
REPAIRS & MAINTENANCE	\$2,500	\$625	\$0	\$625
WALLS, ENTRY & MONUMENTS	\$2,500	\$625	\$0	\$625
CONTINGENCY	\$5,000	\$1,250	\$0	\$1,250
TOTAL FIELD	\$308,586	\$78,290	\$38,519	\$39,772
TOTAL EXPENDITURES	\$427,829	\$121,014	\$70,874	\$50,139
EXCESS REVENUES (EXPENDITURES)	\$0		\$279,782	
FUND BALANCE - Beginning	\$0		\$164,379	
FUND BALANCE - Ending	\$0		\$444,161	

Old Hickory

COMMUNITY DEVELOPMENT DISTRICT

DEBT SERVICE FUND

SERIES 2020

Statement of Revenues & Expenditures

For The Period Ending December 31, 2022

REVENUES:

	ADOPTED BUDGET	PRORATED BUDGET THRU 12/31/22	ACTUAL THRU 12/31/22	VARIANCE
SPECIALASSESSMENTS	\$356,100	\$291,220	\$291,220	\$0
INTEREST	\$75	\$19	\$1,963	\$1,944
TOTAL REVENUES	\$356,175	\$291,239	\$293,183	\$1,944

EXPENDITURES:

INTEREST - 12/15	\$113,363	\$113,163	\$113,163	\$0
PRINCIPAL - 06/15	\$130,000	\$0	\$0	\$0
INTEREST - 06/15	\$113,363	\$0	\$0	\$0
TOTAL EXPENDITURES	\$356,725	\$113,163	\$113,163	\$0
EXCESS REVENUES (EXPENDITURES)	(\$550)		\$180,021	
FUND BALANCE - Beginning	\$122,564		\$307,220	
FUND BALANCE - Ending	\$122,014		\$487,241	

Old Hickory Community Development District

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Total
REVENUES:													
SPECIAL ASSESSMENTS	\$0	\$20,872	\$329,783	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$350,656
TOTAL REVENUES	\$0	\$20,872	\$329,783	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$350,656
EXPENDITURES:													
ADMINISTRATIVE:													
SUPERVISOR FEES	\$1,000	\$1,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,000
FICA EXPENSE	\$77	\$77	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$153
ENGINEERING	\$120	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$120
ATTORNEY	\$370	\$446	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$815
ARBITRAGE	\$0	\$450	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$450
DISSEMINATION	\$292	\$292	\$292	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$875
ANNUAL AUDIT	\$0	\$0	\$2,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,000
TRUSTEE FEES	\$0	\$4,041	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,041
ASSESSMENT ADMINISTRATION	\$5,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,000
MANAGEMENT FEES	\$3,063	\$3,063	\$3,063	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$9,188
INFORMATION TECHNOLOGY	\$108	\$108	\$108	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$325
WEBSITE ADMINISTRATION	\$67	\$67	\$67	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$200
TELEPHONE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
POSTAGE	\$411	\$4	\$8	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$423
INSURANCE	\$5,645	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,645
PRINTING & BINDING	\$8	\$13	\$2	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$23
LEGAL ADVERTISING	\$797	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$797
OTHER CURRENT CHARGES	\$47	\$39	\$39	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$125
OFFICE SUPPLIES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1
DUES, LICENSES & SUBSCRIPTIONS	\$175	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$175
FIELD:													
FIELD SERVICES	\$1,313	\$1,313	\$1,313	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,938
PROPERTY INSURANCE	\$1,398	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,398
ELECTRIC	\$35	\$34	\$35	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$104
STREETLIGHTS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
WATER & SEWER	\$939	\$909	\$1,374	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,221
LANDSCAPE MAINTENANCE	\$8,464	\$8,464	\$8,464	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$25,392
LANDSCAPE CONTINGENCY	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
LAKE MAINTENANCE	\$1,334	\$1,334	\$1,334	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,002
IRRIGATION REPAIRS	\$181	\$89	\$194	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$464
REPAIRS & MAINTENANCE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
WALLS, ENTRY & MONUMENTS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CONTINGENCY	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL EXPENDITURES	\$30,842	\$21,740	\$18,292	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$70,874
EXCESS REVENUES (EXPENDITURES)	(\$30,842)	(\$868)	\$311,492	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$279,782

OLD HICKORY
COMMUNITY DEVELOPMENT DISTRICT

LONG TERM DEBT REPORT

SERIES 2020, SPECIAL ASSESSMENT BONDS		
INTEREST RATE:	2.500%, 3.000%, 4.000%, 4.000%	
MATURITY DATE:	6/15/2050	
RESERVE FUND DEFINITION	50% MAXIMUM ANNUAL DEBT SERVICE	
RESERVE FUND REQUIREMENT	\$178,050	
RESERVE FUND BALANCE	\$178,050	
BONDS OUTSTANDING - 10/21/20		\$6,245,000
LESS: PRINCIPAL PAYMENT 06/15/21		(\$120,000)
LESS: PRINCIPAL PAYMENT 06/15/22		(\$125,000)
LESS: SPECIAL CALL 09/15/22		(\$10,000)
CURRENT BONDS OUTSTANDING		\$5,990,000

