

*Old Hickory  
Community Development District*

*Agenda*

*August 7, 2023*

# 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

July 31, 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, August 7, 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. Organizational Matters
  - A. Acceptance of Resignation of Juan Vasquez and Appointment of Individual to Fulfill the Board Vacancy with a Term Ending November 2024
  - B. Administration of Oath of Office to Newly Appointed Board Member
  - C. Consideration of Resolution 2023-08 Electing Assistant Secretary
4. Approval of Minutes of the May 1, 2023 Meeting
5. Public Hearing
  - A. Consideration of Resolution 2023-05 Adopting the Fiscal Year 2024 Budget and Relating to the Annual Appropriations
  - B. Consideration of Resolution 2023-06 Imposing Special Assessments and Certifying an Assessment Roll
6. Review and Acceptance of Fiscal Year 2022 Audit Report
7. Ratification of Services Agreements for Lighting Service with Orlando Utilities Commission (OUC) – Phases 3 & 4
8. Consideration of Addendum to Landscape Maintenance Agreement with Floralawn for Phase 4 Maintenance
9. Consideration of Agreement with Applied Aquatic Management, Inc. to Provide Aquatic Maintenance
10. Consideration of Resolution 2023-07 Designating Assistant Treasurer of the District
11. Staff Reports
  - A. Attorney
    - i. Memorandum Regarding Ethics Training and Other Legislative Updates
  - B. Engineer
    - i. Presentation of Annual Report
    - ii. Approval of Assignment and Assumption of District Engineering Agreement with Madden, Moorhead, & Stokes, LLC
  - C. District Manager's Report
    - i. Approval of Check Register

- ii. Balance Sheet and Income Statement
  - iii. Presentation of Number of Registered Voters – 605
  - iv. Approval of Fiscal Year 2024 Meeting Schedule
- 12. Other Business
  - A. Discussion of Pending Plat Conveyances
  - B. Status of Permit Transfers
- 13. Supervisor's Requests
- 14. 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

## SECTION III

# SECTION A

**From:** Stacie Vanderbilt svanderbilt@gmscfl.com  
**Subject:** Fwd: Old Hickory and Bridgewalk CDD  
**Date:** July 11, 2023 at 6:57 PM  
**To:**

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On Jul 7, 2023, at 3:52 PM, Juan Vasquez <[Juan.M.Vasquez@Lennar.com](mailto:Juan.M.Vasquez@Lennar.com)> wrote:

George,

I have resigned my position at Lennar and my last day is July 14, 2023, therefore, I will be resigning my position as a CDD board member for both of these projects.

It was a pleasure working with you.

; Thanks,

<image001.jpg>

Juan Vasquez, MBA, P.E.  
Land Development Manager  
Orlando Division

[Juan.Vasquez@Lennar.com](mailto:Juan.Vasquez@Lennar.com)  
[www.LennarOrlando.com](http://www.LennarOrlando.com)

Cell: 407.663.4118

6675 Westwood Boulevard  
5<sup>th</sup> Floor  
Orlando, FL 32821

# SECTION C



## **RESOLUTION 2023-08**

**A RESOLUTION OF THE OLD HICKORY COMMUNITY  
DEVELOPMENT DISTRICT ELECTING  
\_\_\_\_ AS ASSISTANT  
SECRETARY OF THE BOARD OF SUPERVISORS**

**WHEREAS**, the Board of Supervisors of the Old Hickory Community District desires to elect \_\_\_\_\_ as an Assistant Secretary.

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

1. \_\_\_\_\_ is elected Assistant Secretary of the Board of Supervisors.

Adopted this 7<sup>th</sup> day of August, 2023.

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

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

# 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, May 1, 2023 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 <i>by phone</i>	Assistant Secretary

Also present were:

George Flint	District Manager
Kristen Trucco	District Counsel
Amanda Udstad	District Engineer
Alan Scheerer	Field Manager

**FIRST ORDER OF BUSINESS**

**Roll Call**

Mr. Flint called the meeting to order and called the roll. There were four 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 in attendance, so the next item followed.

**THIRD ORDER OF BUSINESS**

**Approval of Minutes of the February 6, 2023  
Board of Supervisors Meeting**

Mr. Flint presented the February 6, 2023 meeting minutes and asked for any comments or corrections from the Board. The Board had no changes to the minutes.

On MOTION by Mr. Register, seconded by Mr. Morgan, with all in favor, the Minutes of the February 6, 2023 Board of Supervisors Meeting, were approved, as presented.
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**FOURTH ORDER OF BUSINESS****Ratification of Temporary Access Easement Agreement**

Mr. Flint presented the Temporary Easement Agreement for the construction of a pool. He noted that he had already executed this and was asking for ratification from the Board.

On MOTION by Mr. Morgan, seconded by Mr. Register, with all in favor, the Temporary Access Easement Agreement, was ratified.

**FIFTH ORDER OF BUSINESS****Consideration of Resolution 2023-04  
Approving the Proposed Fiscal Year 2024  
Budget and Setting a Public Hearing**

Mr. Flint presented the resolution to the Board and recommended the August 7, 2023 meeting date and time for the public hearing. The proposed budget reflects a 6% increase in the per unit amount of \$56 a year going from \$1,009 to \$1,065. Mr. Flint stated that the increase was due to maintenance cost increases.

On MOTION by Mr. Morgan, seconded by Mr. Register, with all in favor, Resolution 2023-04 Approving the Proposed Fiscal Year 2024 Budget and Setting a Public Hearing for August 7, 2023 at 1:00 p.m., at this location was approved.

**SIXTH ORDER OF BUSINESS****Staff Reports****A. Attorney**

Ms. Trucco had nothing further to report.

**B. Engineer**

Ms. Udstad had nothing to report to the Board.

**C. District Manager's Report****i. Approval of Check Register**

Mr. Flint presented the check register from February 1<sup>st</sup> through April 24<sup>th</sup> to the Board and offered to answer any questions. There being no comments, he asked for a motion of approval.

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

**ii. Balance Sheet and Income Statement**

Mr. Flint presented the unaudited financials. He asked for any questions on the financials. This item was for informational purposes only, no action was required.

**SEVENTH ORDER OF BUSINESS                      Other Business**

**A. Discussion of Pending Plat Conveyances**

**B. Status of Permit Transfers**

Mr. Register reported that there are no additional pending plat transfers. He asked that they insure that the phase 3 and 4 street lights contract has been rewritten with the CDD.

**EIGHTH ORDER OF BUSINESS                      Supervisor's Requests**

There being no comments, the next item followed.

**NINTH ORDER OF BUSINESS                      Adjournment**

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

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Chairman/Vice Chairman

## SECTION V

# SECTION A

## **RESOLUTION 2023-05**

**THE ANNUAL APPROPRIATION RESOLUTION OF THE OLD HICKORY COMMUNITY DEVELOPMENT DISTRICT (THE “DISTRICT”) RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023, AND ENDING SEPTEMBER 30, 2024; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the District Manager has, prior to the fifteenth (15<sup>th</sup>) day in June, 2023, submitted to the Board of Supervisors (the “Board”) a proposed budget for the next ensuing budget year along with an explanatory and complete financial plan for each fund of the Old Hickory Community Development District, pursuant to the provisions of Section 190.008(2)(a), Florida Statutes; and

**WHEREAS**, at least sixty (60) days prior to the adoption of the proposed annual budget (the “Proposed Budget”), the District filed a copy of the Proposed Budget with the local governing authorities having jurisdiction over the area included in the District pursuant to the provisions of Section 190.008(2)(b), Florida Statutes; and

**WHEREAS**, the Board set August 7, 2023, as the date for a public hearing thereon and caused notice of such public hearing to be given by publication pursuant to Section 190.008(2)(a), Florida Statutes; and

**WHEREAS**, Section 190.008(2)(a), Florida Statutes, requires that, prior to October 1, of each year, the District Board by passage of the Annual Appropriation Resolution shall adopt a budget for the ensuing fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year; and

**WHEREAS**, the District Manager has prepared a Proposed Budget, whereby the budget shall project the cash receipts and disbursements anticipated during a given time period, including reserves for contingencies for emergency or other unanticipated expenditures during the fiscal year.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF OLD HICKORY COMMUNITY DEVELOPMENT DISTRICT;**

### **Section 1. Budget**

- a. That the Board of Supervisors has reviewed the District Manager’s Proposed Budget, a copy of which is on file with the office of the District Manager and at the District’s Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.



- b. That the District Manager's Proposed Budget, attached hereto as Exhibit "A," as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), Florida Statutes, and incorporated herein by reference; provided, however, that the comparative figures contained in the adopted budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures for Fiscal Year 2023 and/or revised projections for Fiscal Year 2024.
- c. That the adopted budget, as amended, shall be maintained in the office of the District Manager and at the District's Records Office and identified as "The Budget for Old Hickory Community Development District for the Fiscal Year Ending September 30, 2024," as adopted by the Board of Supervisors on August 7, 2023.

## **Section 2. Appropriations**

There is hereby appropriated out of the revenues of the Old Hickory Community Development District, for the fiscal year beginning October 1, 2023, and ending September 30, 2024, the sum of \$\_\_\_\_\_ to be raised by the levy of assessments and/or otherwise, which sum is deemed by the Board of Supervisors to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

TOTAL GENERAL FUND	\$ _____
DEBT SERVICE FUND – SERIES 2020	\$ _____
TOTAL ALL FUNDS	\$ _____

## **Section 3. Supplemental Appropriations**

The Board may authorize by resolution, supplemental appropriations or revenue changes for any lawful purpose from funds on hand or estimated to be received within the fiscal year as follows:

- a. Board may authorize a transfer of the unexpended balance or portion thereof of any appropriation item.
- b. Board may authorize an appropriation from the unappropriated balance of any fund.
- c. Board may increase any revenue or income budget amount to reflect receipt of any additional unbudgeted monies and make the corresponding change to appropriations or the unappropriated balance.

The District Manager and Treasurer shall have the power within a given fund to authorize the transfer of any unexpected balance of any appropriation item or any portion thereof, provided such transfers do not exceed Ten Thousand (\$10,000) Dollars or have the effect of causing more

than 10% of the total appropriation of a given program or project to be transferred previously approved transfers included. Such transfer shall not have the effect of causing a more than \$10,000 or 10% increase, previously approved transfers included, to the original budget appropriation for the receiving program. Transfers within a program or project may be approved by the Board of Supervisors. The District Manager or Treasurer must establish administrative procedures which require information on the request forms proving that such transfer requests comply with this section.

Introduced, considered favorably, and adopted this 7<sup>th</sup> day of August, 2023.

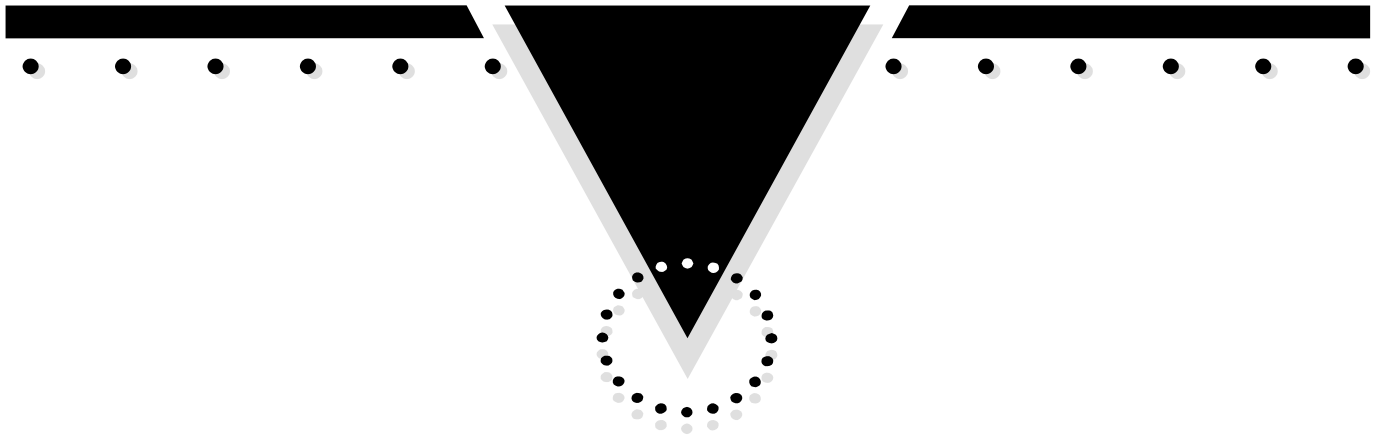
ATTEST:

**OLD HICKORY COMMUNITY  
DEVELOPMENT DISTRICT**

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

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

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



# **Old Hickory Community Development District**

**Proposed Budget  
FY 2024**



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# Old Hickory

## Community Development District

### Fiscal Year 2024 General Fund

Adopted Budget FY2023	Actual Thru 6/30/23	Projected Next 3 Months	Total Thru 9/30/23	Proposed Budget FY2024
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#### Revenues

Special Assessments	\$427,829	\$429,123	\$0	\$429,123	\$451,730
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#### **Total Revenues**

<b>\$427,829</b>	<b>\$429,123</b>	<b>\$0</b>	<b>\$429,123</b>	<b>\$451,730</b>
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#### Expenditures

##### Administrative

Supervisor Fees	\$12,000	\$3,800	\$2,000	\$5,800	\$12,000
FICA Expense	\$918	\$291	\$153	\$444	\$918
Engineering	\$12,000	\$5,050	\$2,950	\$8,000	\$12,000
Attorney	\$25,000	\$2,786	\$2,214	\$5,000	\$25,000
Arbitrage	\$450	\$450	\$0	\$450	\$450
Dissemination	\$3,500	\$2,625	\$875	\$3,500	\$3,500
Annual Audit	\$4,500	\$5,000	\$0	\$5,000	\$5,100
Trustee Fees	\$4,100	\$4,041	\$0	\$4,041	\$4,050
Assessment Administration	\$5,000	\$5,000	\$0	\$5,000	\$5,300
Management Fees	\$36,750	\$27,563	\$9,188	\$36,750	\$38,955
Information Technology	\$1,300	\$975	\$325	\$1,300	\$1,800
Website Maintenance	\$800	\$600	\$200	\$800	\$1,200
Telephone	\$300	\$0	\$25	\$25	\$50
Postage	\$1,000	\$502	\$400	\$902	\$1,000
Insurance	\$6,325	\$5,645	\$0	\$5,645	\$6,210
Printing & Binding	\$1,000	\$53	\$250	\$303	\$500
Legal Advertising	\$2,500	\$797	\$1,703	\$2,500	\$2,500
Other Current Charges	\$1,000	\$401	\$120	\$521	\$600
Office Supplies	\$625	\$3	\$65	\$68	\$150
Property Appraiser	\$0	\$451	\$0	\$451	\$500
Dues, Licenses & Subscriptions	\$175	\$175	\$0	\$175	\$175

#### Total Administrative

\$119,243	\$66,206	\$20,467	\$86,674	\$121,958
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# Old Hickory

## Community Development District

### Fiscal Year 2024 General Fund

Adopted Budget FY2023	Actual Thru 6/30/23	Projected Next 3 Months	Total Thru 9/30/23	Proposed Budget FY2024
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#### Operations & Maintenance

Field Services	\$15,750	\$11,813	\$3,938	\$15,750	\$16,695
Property Insurance	\$1,525	\$1,398	\$0	\$1,398	\$2,500
Electric	\$1,500	\$295	\$100	\$395	\$1,500
Streetlights	\$93,025	\$56,925	\$23,486	\$80,411	\$101,430
Water & Sewer	\$20,000	\$14,658	\$7,300	\$21,958	\$24,940
Landscape Maintenance	\$143,280	\$81,850	\$33,903	\$115,753	\$142,393
Landscape Contingency	\$2,500	\$1,050	\$0	\$1,050	\$7,500
Irrigation Repairs	\$5,000	\$2,466	\$1,000	\$3,466	\$7,500
Lake Maintenance	\$16,006	\$12,006	\$4,002	\$16,008	\$16,464
Repairs & Maintenance	\$2,500	\$2,065	\$0	\$2,065	\$2,500
Walls, Entry & Monuments	\$2,500	\$0	\$625	\$625	\$2,500
Contingency	\$5,000	\$1,050	\$0	\$1,050	\$3,850

#### Total Operations & Maintenance

\$308,586	\$185,575	\$74,354	\$259,928	\$329,772
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#### Total Expenditures

\$427,829	\$251,781	\$94,821	\$346,602	\$451,730
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#### Excess Revenues/(Expenditures)

\$0	\$177,342	(\$94,821)	\$82,521	\$0
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Net Assessments	\$451,730
Collection Cost (6%)	\$28,834
Gross Assessments	\$480,564

Property Type	Units	Gross Per Unit	Total Gross
50' Lots	273	\$1,065.55	\$290,895.62
60' Lots	178	\$1,065.55	\$189,668.21
Total	451		\$480,563.83

Property Type	Units	Fiscal Year 2023 Gross Per Unit	% Increase	Increase Gross Per Unit	Fiscal Year 2024 Gross Per Unit	Fiscal Year 2024 Total Gross
50' Lots	273	\$1,009.17	6%	\$56	\$1,065.55	\$290,895.62
60' Lots	178	\$1,009.17	6%	\$56	\$1,065.55	\$189,668.21
Total	451				Gross Assessment	\$480,563.83

# **Old Hickory**

## **Community Development District**

### GENERAL FUND BUDGET

#### **REVENUES:**

##### *Special Assessments*

The District will levy a non-ad valorem special assessment on all the assessment property within the District in order to pay for the operating expenditures during the fiscal year.

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#### **EXPENDITURES:**

##### **Administrative:**

##### *Supervisor Fees*

Chapter 190, Florida Statutes, allows for each Board member to receive \$200 per meeting, not to exceed \$4,800 per year paid to each Supervisor for the time devoted to District business and meetings. The amount is based on 5 supervisors attending 12 meetings during the fiscal year.

##### *FICA Expense*

Represents the Employer's share of Social Security and Medicare taxes withheld from Board of Supervisor checks.

##### *Engineering*

The District's engineer, Hamilton Engineering & Surveying, Inc., will be providing general engineering services to the District, e.g. attendance and preparation for monthly board meetings, review invoices, preparation and review of contract specifications and bid documents and various projects assigned as directed by the Board of Supervisors and the District Manager.

##### *Attorney*

The District's legal counsel, Latham, Lune, Eden & Beaudine, LLP, will be providing general legal services to the District, e.g. attendance and preparation for monthly meetings, preparation and review of agreements, resolutions and other research as directed by the Board of Supervisors and the District Manager.

##### *Arbitrage*

The District will contract with an independent certified public accountant to annually calculate the District's Arbitrage Rebate Liability on the Series 2020 Special Assessment Bonds (2020 Project). The District has contracted with AMTEC Corporation for this service.

##### *Dissemination*

The District is required by the Security and Exchange Commission to comply with Rule 15c2-12(b)(5) which relates to additional reporting requirements for unrated bond issues. The District has contracted with Governmental Management Services-Central Florida, LLC for this service on the Series 2020 Special Assessment Bonds (2020 Project).

# **Old Hickory**

## **Community Development District**

### **GENERAL FUND BUDGET**

#### Annual Audit

The district is required by Florida Statutes to arrange for an independent audit of its financial records on an annual basis. The District has contracted with Grau & Associates for this service.

#### Trustee Fees

The District will pay annual trustee fees for the Series 2020 Special Assessment Bonds (2020 Project) that are located with a Trustee at USBank.

#### Assessment Administration

The District has contracted with Governmental Management Services-Central Florida, LLC to levy and administer the collection of non-ad valorem assessment on all assessable property within the District.

#### Management Fees

The District has contracted with Governmental Management Services-Central Florida, LLC to provide Management, Accounting and Recording Secretary Services for the District. The services include, but not limited to, recording and transcription of board meetings, budget preparation, all financial reporting, annual audit, etc.

#### Information Technology

The District has contracted with Governmental Management Services-Central Florida, LLC for costs related to the District's information systems, which include but are not limited to video conferencing services, cloud storage services and servers, positive pay implementation and programming for fraud protection, accounting software, Adobe, Microsoft Office, etc.

#### Website Maintenance

The District has contracted with Governmental Management Services-Central Florida, LLC for the costs associated with monitoring and maintaining the District's website created in accordance with Chapter 189, Florida Statutes. These services include site performance assessments, security and firewall maintenance, updates, document uploads, hosting and domain renewals, website backups, etc.

#### Telephone

Telephone and fax machine.

#### Postage

Mailing of agenda packages, overnight deliveries, correspondence, etc.

#### Insurance

The District's general liability and public officials liability insurance coverage is provided by Florida Insurance Alliance (FIA). FIA specializes in providing insurance coverage to governmental agencies.



**Old Hickory**  
**Community Development District**  
GENERAL FUND BUDGET

Printing & Binding

Printing and Binding agenda packages for board meetings, printing of computerized checks, stationary, envelopes etc.

Legal Advertising

The District is required to advertise various notices for monthly Board meetings, public hearings, etc in a newspaper of general circulation.

Other Current Charges

Bank charges and any other miscellaneous expenses incurred during the year.

Office Supplies

Miscellaneous office supplies.

Property Appraiser

Represents a fee charged by Osceola County Property Appraiser's office for assessment administration services.

Dues, Licenses & Subscriptions

The District is required to pay an annual fee to the Florida Department of Economic Opportunity for \$175. This is the only expense under this category for the District.

**Operations & Maintenance:**

Field Services

Provide onsite field management of contracts for the District such as landscape and lake maintenance. Services to include onsite inspections, meetings with contractors, attend Board meetings and receive and respond to property owner phone calls and emails.

Property Insurance

Represents estimated costs for the annual coverage of property insurance. Coverage will be provided by Florida Insurance Alliance (FIA). FIA specializes in providing insurance coverage to governmental agencies.

Electric

Represents estimated cost of electric services for irrigation meters. District has one account with Orlando Utilities Commissions currently.

Account #	Description	Monthly	Annual
5770309167	37311 Hickory Grove Road	\$35	\$420
	Contingency (Future Accounts)		\$1,080
<b>Total</b>			<b>\$1,500</b>

# Old Hickory

## Community Development District

### GENERAL FUND BUDGET

#### Streetlights

Represents estimated cost for streetlight services that will be maintained by the District. The District will have three accounts with Orlando Utilities Commissions.

Account #	Description	Monthly	Annual
5770309167	Ph 1 & 2 - Qty. 140 - 13' Victorian II Lights	\$4,900	\$58,800
TBD	Ph 3 - Qty. 51 - 13' Victorian II Lights	\$2,000	\$24,000
TBD	Ph 4 - Qty. 23 - 13' Victorian II Lights	\$1,150	\$13,800
	Contingency		\$4,830
<b>Total</b>			<b>\$101,430</b>

#### Water & Sewer

Represents costs for water services for areas within the District. The District currently has four accounts with Toho Water Authority (St. Cloud Utilities).

Account #	Description	Monthly	Annual
59098	4000 Block Even Hickory Grove Road	\$900	\$10,800
59099	4500 Block Odd Holstein Street	\$115	\$1,380
63023	5200 Block Odd Preserv Boulevard Irr	\$30	\$360
64268	400 Block Even Hitch Loop Irr	\$625	\$7,500
	Contingency (Future Account)		\$4,900
<b>Total</b>			<b>\$24,940</b>

#### Landscape Maintenance

The District will maintain the landscaping within the common areas of the District after installation of landscape material has been completed. The District has contracted with Floralawn 2, LLC for this service.

Description	Monthly	Annual
Landscape Maintenance Phases 1 - 2	\$6,921	\$83,052
Landscape Maintenance Phases 3	\$1,543	\$18,516
Landscape Maintenance Phases 4 (Future Phase)	\$2,837	\$34,044
		\$6,781
<b>Total</b>		<b>\$142,393</b>

#### Landscape Contingency

Represents estimated costs for any additional landscape expenses not covered under the monthly landscape maintenance contract.

#### Irrigation Repairs

Represents estimated costs for any repairs to the irrigation system.

**Old Hickory**  
**Community Development District**  
GENERAL FUND BUDGET

Lake Maintenance

Represents cost for maintenance to 8 ponds located within the District. Services include shoreline grass and brush control, floating and submersed vegetation control, additional treatments as required, and a monthly report of all waterways treated. The District has contracted with Applied Aquatic Management, Inc. for these services.

Description	Monthly	Annual
Lake Maintenance - 8 Ponds		
Tract A	\$191	\$2,292
Tract I	\$286	\$3,432
Tract H	\$95	\$1,140
Tract K	\$127	\$1,524
Tract P	\$143	\$1,716
Tract DD	\$143	\$1,716
Tract EE	\$286	\$3,432
Tract Q	\$101	\$1,212
<b>Total</b>		<b>\$16,464</b>

Repairs & Maintenance

Represents general repairs and maintenance costs that are not budgeted under any other budget line item for area such as playground and dog park.

Walls, Entry & Monuments

Represents estimated costs for repairs and maintenance to the walls, entry and monuments maintained by the District.

Contingency

Represents any additional field expense that may not have been provided for in the budget.

# Old Hickory

## Community Development District

### Fiscal Year 2024 Debt Service Fund Series 2020

Adopted Budget FY2023	Actual Thru 6/30/23	Projected Next 3 Months	Total Thru 9/30/23	Proposed Budget FY2024
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#### Revenues

Assessments	\$356,100	\$356,387	\$0	\$356,387	\$356,100
Interest	\$75	\$12,314	\$3,006	\$15,320	\$7,500
Carry Forward Surplus	\$122,564	\$129,170	\$0	\$129,170	\$144,553

<b>Total Revenues</b>	<b>\$478,739</b>	<b>\$497,872</b>	<b>\$3,006</b>	<b>\$500,878</b>	<b>\$508,153</b>
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#### Expenditures

Interest - 12/15	\$113,363	\$113,163	\$0	\$113,163	\$11,538
Principal - 6/15	\$130,000	\$130,000	\$0	\$130,000	\$130,000
Interest - 6/15	\$113,363	\$113,163	\$0	\$113,163	\$111,538

<b>Total Expenditures</b>	<b>\$356,725</b>	<b>\$356,325</b>	<b>\$0</b>	<b>\$356,325</b>	<b>\$253,075</b>
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<b>Excess Revenues/(Expenditures)</b>	<b>\$122,014</b>	<b>\$141,547</b>	<b>\$3,006</b>	<b>\$144,553</b>	<b>\$255,078</b>
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Interest - 12/15/24	\$	109,913
	\$	109,913

Net Assessments	\$356,101
Collection Cost (6%)	\$22,730
Gross Assessments	\$378,831

Property Type	Units	Gross Per Unit	Total Gross
50' Lots	273	\$839.98	\$229,314.54
60' Lots	178	\$839.98	\$149,516.44
Total	451		\$378,830.98

**Old Hickory  
Series 2020, Special Assessment Bonds (2020 Project)  
(Term Bonds Combined)**

**Amortization Schedule**

<b>Date</b>	<b>Balance</b>	<b>Principal</b>	<b>Interest</b>	<b>Annual</b>
12/15/23	\$ 5,860,000	\$ -	\$ 111,537.50	\$ 111,537.50
6/15/24	\$ 5,860,000	\$ 130,000	\$ 111,537.50	\$ -
12/15/24	\$ 5,730,000	\$ -	\$ 109,912.50	\$ 351,450.00
6/15/25	\$ 5,730,000	\$ 135,000	\$ 109,912.50	\$ -
12/15/25	\$ 5,595,000	\$ -	\$ 108,225.00	\$ 353,137.50
6/15/26	\$ 5,595,000	\$ 140,000	\$ 108,225.00	\$ -
12/15/26	\$ 5,455,000	\$ -	\$ 106,125.00	\$ 354,350.00
6/15/27	\$ 5,455,000	\$ 145,000	\$ 106,125.00	\$ -
12/15/27	\$ 5,310,000	\$ -	\$ 103,950.00	\$ 355,075.00
6/15/28	\$ 5,310,000	\$ 145,000	\$ 103,950.00	\$ -
12/15/28	\$ 5,165,000	\$ -	\$ 101,775.00	\$ 350,725.00
6/15/29	\$ 5,165,000	\$ 150,000	\$ 101,775.00	\$ -
12/15/29	\$ 5,015,000	\$ -	\$ 99,525.00	\$ 351,300.00
6/15/30	\$ 5,015,000	\$ 155,000	\$ 99,525.00	\$ -
12/15/30	\$ 4,860,000	\$ -	\$ 97,200.00	\$ 351,725.00
6/15/31	\$ 4,860,000	\$ 160,000	\$ 97,200.00	\$ -
12/15/31	\$ 4,700,000	\$ -	\$ 94,000.00	\$ 351,200.00
6/15/32	\$ 4,700,000	\$ 170,000	\$ 94,000.00	\$ -
12/15/32	\$ 4,530,000	\$ -	\$ 90,600.00	\$ 354,600.00
6/15/33	\$ 4,530,000	\$ 175,000	\$ 90,600.00	\$ -
12/15/33	\$ 4,355,000	\$ -	\$ 87,100.00	\$ 352,700.00
6/15/34	\$ 4,355,000	\$ 185,000	\$ 87,100.00	\$ -
12/15/34	\$ 4,170,000	\$ -	\$ 83,400.00	\$ 355,500.00
6/15/35	\$ 4,170,000	\$ 190,000	\$ 83,400.00	\$ -
12/15/35	\$ 3,980,000	\$ -	\$ 79,600.00	\$ 353,000.00
6/15/36	\$ 3,980,000	\$ 200,000	\$ 79,600.00	\$ -
12/15/36	\$ 3,780,000	\$ -	\$ 75,600.00	\$ 355,200.00
6/15/37	\$ 3,780,000	\$ 205,000	\$ 75,600.00	\$ -
12/15/37	\$ 3,575,000	\$ -	\$ 71,500.00	\$ 352,100.00
6/15/38	\$ 3,575,000	\$ 215,000	\$ 71,500.00	\$ -
12/15/38	\$ 3,360,000	\$ -	\$ 67,200.00	\$ 353,700.00
6/15/39	\$ 3,360,000	\$ 225,000	\$ 67,200.00	\$ -
12/15/39	\$ 3,135,000	\$ -	\$ 62,700.00	\$ 354,900.00
6/15/40	\$ 3,135,000	\$ 230,000	\$ 62,700.00	\$ -
12/15/40	\$ 2,905,000	\$ -	\$ 58,100.00	\$ 350,800.00
6/15/41	\$ 2,905,000	\$ 240,000	\$ 58,100.00	\$ -
12/15/41	\$ 2,665,000	\$ -	\$ 53,300.00	\$ 351,400.00
6/15/42	\$ 2,665,000	\$ 250,000	\$ 53,300.00	\$ -
12/15/42	\$ 2,415,000	\$ -	\$ 48,300.00	\$ 351,600.00
6/15/43	\$ 2,415,000	\$ 260,000	\$ 48,300.00	\$ -
12/15/43	\$ 2,155,000	\$ -	\$ 43,100.00	\$ 351,400.00
6/15/44	\$ 2,155,000	\$ 270,000	\$ 43,100.00	\$ -
12/15/44	\$ 1,885,000	\$ -	\$ 37,700.00	\$ 350,800.00
6/15/45	\$ 1,885,000	\$ 285,000	\$ 37,700.00	\$ -
12/15/45	\$ 1,600,000	\$ -	\$ 32,000.00	\$ 354,700.00
6/15/46	\$ 1,600,000	\$ 295,000	\$ 32,000.00	\$ -
12/15/46	\$ 1,305,000	\$ -	\$ 26,100.00	\$ 353,100.00
6/15/47	\$ 1,305,000	\$ 305,000	\$ 26,100.00	\$ -
12/15/47	\$ 1,000,000	\$ -	\$ 20,000.00	\$ 351,100.00
6/15/48	\$ 1,000,000	\$ 320,000	\$ 20,000.00	\$ -
12/15/48	\$ 680,000	\$ -	\$ 13,600.00	\$ 353,600.00
6/15/49	\$ 680,000	\$ 335,000	\$ 13,600.00	\$ -
12/15/49	\$ 345,000	\$ -	\$ 6,900.00	\$ 355,500.00
6/15/50	\$ 345,000	\$ 345,000	\$ 6,900.00	\$ 351,900.00
<b>Totals</b>		<b>\$ 5,860,000</b>	<b>\$ 3,778,100.00</b>	<b>\$ 9,638,100.00</b>

## SECTION B

## **RESOLUTION 2023-06**

### **A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE OLD HICKORY COMMUNITY DEVELOPMENT DISTRICT IMPOSING SPECIAL ASSESSMENTS AND CERTIFYING AN ASSESSMENT ROLL; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Old Hickory Community Development District (“the District”) is a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes for the purpose of providing, operating and maintaining infrastructure improvements, facilities and services to the lands within the District; and

**WHEREAS**, the District is located in Osceola County, Florida (the “County”); and

**WHEREAS**, the District has constructed or acquired various infrastructure improvements and provides certain services in accordance with the District’s adopted Improvement Plan and Chapter 190, Florida Statutes; and

**WHEREAS**, the Board of Supervisors of the District (“Board”) hereby determines to undertake various operations and maintenance activities described in the District’s budget for Fiscal Year 2023-2024 (“Operations and Maintenance Budget”), attached hereto as Exhibit “A” and incorporated by reference herein; and

**WHEREAS**, the District must obtain sufficient funds to provide for the operation and maintenance of the services and facilities provided by the District as described in the District’s budget for Fiscal Year 2023-2024; and

**WHEREAS**, the provision of such services, facilities, and operations is a benefit to lands within the District; and

**WHEREAS**, Chapter 190, Florida Statutes, provides that the District may impose special assessments on benefitted lands within the District; and

**WHEREAS**, the District has previously levied an assessment for debt service, a portion of which the District desires to collect on the tax roll for platted lots, pursuant to the Uniform Method (defined below) and which is also indicated on Exhibit “A”, and the remaining portion of which the District desires to levy and directly collect on the remaining unplatted lands; and

**WHEREAS**, Chapter 197, Florida Statutes, provides a mechanism pursuant to which such special assessments may be placed on the tax roll and collected by the local tax collector (“Uniform Method”); and

**WHEREAS**, the District has previously evidenced its intention to utilize this Uniform Method and has approved an Agreement with the County Tax Collector to provide for the collection of the special assessments under the Uniform Method; and

**WHEREAS**, it is in the best interests of the District to collect special assessments for operations and maintenance on platted lots using the Uniform Method and to directly collect from the remaining unplatted property reflecting their portion of the District's operations and maintenance expenses, as set forth in the budget; and

**WHEREAS**, it is in the best interests of the District to adopt the Assessment Roll of the Old Hickory Community Development District (the "Assessment Roll") attached to this Resolution as Exhibit "B" and incorporated as a material part of this Resolution by this reference, and to certify the portion of the Assessment Roll on platted property to the County Tax Collector pursuant to the Uniform Method and to directly collect the remaining portion on the unplatted property; and

**WHEREAS**, it is in the best interests of the District to permit the District Manager to amend, from time to time, the Assessment Roll adopted herein, including that portion certified to the County Tax Collector by this Resolution, as the Property Appraiser updates the property roll for the County, for such time as authorized by Florida law.

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

**SECTION 1. INCORPORATION OF RECITALS AND AUTHORITY.** The recitals stated above are true and correct and by this reference are incorporated by reference as a material part of this Resolution. The Resolution is adopted pursuant to the provisions of Florida Law, including Chapter 170, 190 and 197, *Florida Statutes*.

**SECTION 2. BENEFIT.** The provision of the services, facilities, and operations as described in Exhibit "A" confer a special and peculiar benefit to the lands within the District, which benefits exceed or equal the costs of the assessments. The allocation of the costs to the specially benefitted lands is shown in Exhibits "A" and "B."

**SECTION 3. ASSESSMENT IMPOSITION.** A special assessment for operation and maintenance as provided for in Chapter 190, Florida Statutes, is hereby imposed and levied on benefitted lands within the District in accordance with Exhibit "B." The lien of the special assessments for operations and maintenance imposed and levied by this Resolution shall be effective upon passage of this Resolution.

**SECTION 4. COLLECTION.** The collection of the previously levied debt service assessments and operation and maintenance special assessments on platted lots and developed lands shall be at the same time and in the same manner as County taxes in accordance with the Uniform Method, as set forth in Exhibits "A" and "B." The previously levied debt services assessments and operations and maintenance assessments on undeveloped and unplatted lands will be collected directly by the District in accordance with Florida law, as set forth in Exhibits "A" and "B." Assessments directly collected by the District are due according to the following schedule: 50% due no later than November 1, 2023, 25% due no later than February 1, 2024 and 25% due no later than May 1, 2024. In the event that an assessment payment is not made in



accordance with the schedule stated above, such assessment and any future scheduled assessment payments due for Fiscal Year 2024 shall be delinquent and shall accrue penalties and interest in the amount of one percent (1%) per month plus all costs of collection and enforcement, and shall either be enforced pursuant to a foreclosure action, or, at the District's discretion, collected pursuant to the Uniform Method on a future tax bill, which amount may include penalties, interest, and costs of collection and enforcement. In the event as assessment subject to direct collection by the District shall be delinquent, the District Manager and District Counsel, without further authorization by the Board, may initiate foreclosure proceedings to collect and enforce the delinquent and remaining assessments. Notwithstanding the foregoing, any assessments which, by operation of law or otherwise, have been accelerated for non-payment, are not certified by this Resolution.

**SECTION 5. CERTIFICATION OF ASSESSMENT ROLL.** The District's Assessment Roll, attached to this Resolution as Exhibit "B," is hereby certified. That portion of the District's Assessment Roll which includes developed lands and platted lots is hereby certified to the County Tax Collector and shall be collected by the County Tax Collector in the same manner and time as County taxes. The proceeds there from shall be paid to the Old Hickory Community Development District.

**SECTION 6. ASSESSMENT ROLL AMENDMENT.** The District Manager shall keep appraised of all updates made to the County property roll by Property Appraiser after the date of this Resolution, and shall amend the District's Assessment Roll in accordance with any such updates, for such time as authorized by Florida law, to the County property roll. After any amendment of the Assessment Roll, the District Manager shall file the updates to the tax roll in the District records.

**SECTION 7. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

**SECTION 8. EFFECTIVE DATE.** This Resolution shall take effect upon the passage and adoption of this Resolution by the Board of Supervisors of the Old Hickory Community Development District.

**PASSED AND ADOPTED** this 7<sup>th</sup> day of August, 2023.

ATTEST:

**OLD HICKORY COMMUNITY  
DEVELOPMENT DISTRICT**

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

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

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

## SECTION VI

**OLD HICKORY  
COMMUNITY DEVELOPMENT DISTRICT  
CITY OF ST. CLOUD, FLORIDA  
FINANCIAL REPORT  
FOR THE FISCAL YEAR ENDED  
SEPTEMBER 30, 2022**

**OLD HICKORY COMMUNITY DEVELOPMENT DISTRICT  
CITY OF ST. CLOUD, FLORIDA**

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## INDEPENDENT AUDITOR'S REPORT

To the Board of Supervisors  
Old Hickory Community Development District  
City of St. Cloud, Florida

### Report on the Audit of the Financial Statements

#### ***Opinions***

We have audited the accompanying financial statements of the governmental activities and each major fund of Old Hickory Community Development District, City of St. Cloud, Florida ("District") as of and for the fiscal year ended September 30, 2022, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of the District as of September 30, 2022, and the respective changes in financial position thereof for the fiscal year ended then ended in accordance with accounting principles generally accepted in the United States of America.

#### ***Basis for Opinions***

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the District and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

#### ***Responsibilities of Management for the Financial Statements***

The District's management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America; and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

#### ***Auditor's Responsibilities for the Audit of the Financial Statements***

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control–related matters that we identified during the audit.

#### ***Required Supplementary Information***

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

#### ***Other Information Included in the Financial Report***

Management is responsible for the other information included in the financial report. The other information comprises the information for compliance with FL Statute 218.39 (3) (c) but does not include the financial statements and our auditor's report thereon. Our opinions on the financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon. In connection with our audit of the financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

#### ***Other Reporting Required by Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued our report dated June 19, 2023, on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance.

June 19, 2023

## MANAGEMENT'S DISCUSSION AND ANALYSIS

Our discussion and analysis of Old Hickory Community Development District, City of St. Cloud, Florida ("District") provides a narrative overview of the District's financial activities for the fiscal year ended September 30, 2022. Please read it in conjunction with the District's Independent Auditor's Report, basic financial statements, accompanying notes and supplementary information to the basic financial statements.

### FINANCIAL HIGHLIGHTS

- The assets of the District exceeded its liabilities at the close of the most recent fiscal year resulting in a net position balance of \$3,126,271.
- The change in the District's total net position for the fiscal year ended September 30, 2022 was \$2,401,894, an increase. The key components of the District's net position and change in net position are reflected in the table in the government-wide financial analysis section.
- At September 30, 2022, the District's governmental funds reported combined ending fund balance of \$432,685, and increase of \$129,777. The fund balance is non spendable for prepaids, restricted for debt service and the remainder is unassigned fund balance.

### OVERVIEW OF FINANCIAL STATEMENTS

This discussion and analysis are intended to serve as the introduction to the District's financial statements. The District's basic financial statements are comprised of three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.

#### Government-Wide Financial Statements

The government-wide financial statements are designed to provide readers with a broad overview of the District's finances, in a manner similar to a private-sector business.

The statement of net position presents information on all the District's assets, deferred outflows of resources, liabilities, and deferred inflows of resources with the residual amount being reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the District is improving or deteriorating.

The statement of activities presents information showing how the government's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods.

The government-wide financial statements include all governmental activities that are principally supported by Developer contributions and assessments. The District does not have any business-type activities. The governmental activities of the District include the general government (management) and maintenance functions.

#### Fund Financial Statements

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The District, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. The District has one fund category: governmental funds.

## OVERVIEW OF FINANCIAL STATEMENTS (Continued)

### Governmental Funds

Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a District's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the District's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balance provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The District maintains three individual governmental fund. Information is presented separately in the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances for the general fund, debt service fund and capital projects fund, all of which are considered major funds.

The District adopts an annual appropriated budget for its general fund. A budgetary comparison schedule has been provided for the general fund to demonstrate compliance with the budget.

### Notes to the Financial Statements

The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

## GOVERNMENT-WIDE FINANCIAL ANALYSIS

As noted earlier, net position may serve over time as a useful indicator of an entity's financial position. In the case of the District, assets exceeded liabilities at the close of the most recent fiscal year.

Key components of the District's net position are reflected in the following table:

NET POSITION		
SEPTEMBER 30, 2020		
	2022	2021
Current and other assets	\$ 477,662	\$ 329,046
Capital assets, net of depreciation	9,866,594	6,735,991
Total assets	10,344,256	7,065,037
Current liabilities	110,988	93,178
Long-term liabilities	7,106,997	6,247,482
Total liabilities	7,217,985	6,340,660
Net position		
Net investment in capital assets	2,759,597	488,513
Restricted	241,210	230,694
Unrestricted	125,464	5,170
Total net position	\$ 3,126,271	\$ 724,377

The District's net position reflects its investment in capital assets (e.g. land, land improvements, and infrastructure) less any related debt used to acquire those assets that is still outstanding. These assets are used to provide services to residents; consequently, these assets are not available for future spending. Although the District's investment in capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.



## GOVERNMENT-WIDE FINANCIAL ANALYSIS (Continued)

The restricted portion of the District's net position represents resources that are subject to external restrictions on how they may be used. The remaining balance of unrestricted net position may be used to meet the District's other obligations.

The District's net position increased during the most recent fiscal year. The majority of the increase represents the extent to which program revenues exceeded the cost of operations and depreciation expense.

Key elements of the change in net position are reflected in the following table:

CHANGES IN NET POSITION FOR THE FISCAL YEAR ENDED SEPTEMBER 30		
	2022	2021
Revenues:		
Program revenues		
Charges for services	\$ 765,709	\$ 356,100
Operating grants and contributions	7,479	192,052
Capital grants and contributions	9,580,279	921,834
Total revenues	10,353,467	1,469,986
Expenses:		
General government	75,652	63,029
Maintenance and operations	382,886	129,059
Conveyance of infrastructure	7,248,167	-
Bond issue costs	-	344,576
Interest	244,868	214,169
Total expenses	7,951,573	750,833
Change in net position	2,401,894	719,153
Net position - beginning	724,377	5,224
Net position - ending	\$ 3,126,271	\$ 724,377

As noted above and in the statement of activities, the cost of all governmental activities during the fiscal year ended September 30, 2022 was \$7,951,573. The costs of the District's activities were primarily funded by program revenues which are primarily comprised of assessments and Developer contributions. The increase in program revenues is mostly the result of the increase in Developer contributions. The increase in current fiscal year expenses is primarily the result of conveyances of completed infrastructure to other entities. Additional information related to Developer contributions and the District's capital assets is reflected in the notes to the financial statements.

## GENERAL BUDGETING HIGHLIGHTS

An operating budget was adopted and maintained by the governing board for the District pursuant to the requirements of Florida Statutes. The budget is adopted using the same basis of accounting that is used in preparation of the fund financial statements. The legal level of budgetary control, the level at which expenditures may not exceed budget, is in the aggregate. Any budget amendments that increase the aggregate budgeted appropriations must be approved by the Board of Supervisors.

## CAPITAL ASSETS AND DEBT ADMINISTRATION

### Capital Assets

At September 30, 2022, the District had \$10,083,593 invested in capital assets for its governmental activities. In the government-wide financial statements depreciation of \$216,999 has been taken, which resulted in a net book value of \$9,866,594. More detailed information about the District's capital assets is presented in the notes of the financial statements.

### Capital Debt

At September 30, 2022, the District had \$5,990,000 Bonds outstanding and \$998,739 in lease payable. for its governmental activities. More detailed information about the District's capital debt is presented in the notes of the financial statements.

## ECONOMIC FACTORS AND NEXT YEAR'S BUDGETS AND OTHER EVENTS

The District anticipates that the general operations of the District will continue to increase.

### CONTACTING THE DISTRICT'S FINANCIAL MANAGEMENT

This financial report is designed to provide our citizens, land owners, customers, investors and creditors with a general overview of the District's finances and to demonstrate the District's accountability for the financial resources it manages and the stewardship of the facilities it maintains. If you have questions about this report or need additional financial information, contact the Old Hickory Community Development District's Finance Department at 219 E. Livingston Street, Orlando, Florida, 32801.

**OLD HICKORY COMMUNITY DEVELOPMENT DISTRICT  
CITY OF ST. CLOUD, FLORIDA  
STATEMENT OF NET POSITION  
SEPTEMBER 30, 2022**

	Governmental Activities
<b>ASSETS</b>	
Cash and cash equivalents	\$ 156,514
Assessments receivable	3,614
Prepaid items	12,043
Restricted assets:	
Investments	305,491
Capital assets:	
Depreciable, net	9,866,594
Total assets	<u>10,344,256</u>
<b>LIABILITIES</b>	
Accounts payable	44,977
Accrued interest payable	66,011
Non-current liabilities:	
Due within one year	164,523
Due in more than one year	6,942,474
Total liabilities	<u>7,217,985</u>
<b>NET POSITION</b>	
Net investment in capital assets	2,759,597
Restricted for debt service	241,210
Unrestricted	125,464
Total net position	<u>\$ 3,126,271</u>

See notes to the financial statements

**OLD HICKORY COMMUNITY DEVELOPMENT DISTRICT  
CITY OF ST. CLOUD, FLORIDA  
STATEMENT OF ACTIVITIES  
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2022**

Functions/Programs	Expenses	Program Revenues			Net (Expense) Revenue and Changes in Net Position
		Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Governmental Activities
Primary government:					
Governmental activities:					
General government	\$ 75,652	\$ 75,652	\$ 6,522	\$ -	\$ 6,522
Maintenance and operations	382,886	316,581	-	9,580,279	9,513,974
Conveyance of infrastructure	7,248,167	-	-	-	(7,248,167)
Interest on long-term debt	244,868	373,476	957	-	129,565
Total governmental activities	7,951,573	765,709	7,479	9,580,279	2,401,894
					Change in net position 2,401,894
					Net position - beginning 724,377
					Net position - ending <u>\$ 3,126,271</u>

See notes to the financial statements

**OLD HICKORY COMMUNITY DEVELOPMENT DISTRICT  
CITY OF ST. CLOUD, FLORIDA  
BALANCE SHEET  
GOVERNMENTAL FUNDS  
SEPTEMBER 30, 2022**

	Major Funds			Total Governmental Funds
	General	Debt Service	Capital Projects	
<b>ASSETS</b>				
Cash and cash equivalents	\$ 156,514	\$ -	\$ -	\$ 156,514
Investments	-	305,491	-	305,491
Assessments receivable	1,884	1,730	-	3,614
Prepaid items	12,043	-	-	12,043
Total assets	<u>\$ 170,441</u>	<u>\$ 307,221</u>	<u>\$ -</u>	<u>\$ 477,662</u>
<b>LIABILITIES AND FUND BALANCES</b>				
Liabilities:				
Accounts payable	\$ 44,977	\$ -	\$ -	\$ 44,977
Total liabilities	<u>44,977</u>	<u>-</u>	<u>-</u>	<u>44,977</u>
Fund balances:				
Nonspendable:				
Prepaid items	12,043	-	-	12,043
Restricted for:				
Debt service	-	307,221	-	307,221
Unassigned	113,421	-	-	113,421
Total fund balances	<u>125,464</u>	<u>307,221</u>	<u>-</u>	<u>432,685</u>
Total liabilities and fund balances	<u>\$ 170,441</u>	<u>\$ 307,221</u>	<u>\$ -</u>	<u>\$ 477,662</u>

See notes to the financial statement

**OLD HICKORY COMMUNITY DEVELOPMENT DISTRICT  
CITY OF ST. CLOUD, FLORIDA  
RECONCILIATION OF THE BALANCE SHEET - GOVERNMENTAL FUNDS  
TO THE STATEMENT OF NET POSITION  
SEPTEMBER 30, 2022**

Fund balance - governmental funds	\$	432,685
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Amounts reported for governmental activities in the statement of net position are different because:

Capital assets used in governmental activities are not financial resources and, therefore, are not reported as assets in the governmental funds. The statement of net position includes those capital assets, net of any accumulated depreciation, in the net position of the government as a whole.

Cost of capital assets	10,083,593	
Accumulated depreciation	<u>(216,999)</u>	9,866,594

Liabilities not due and payable from current available resources are not reported as liabilities in the governmental fund statements. All liabilities, both current and long-term, are reported in the government-wide financial statements.

Accrued interest payable	(66,011)	
Bonds and lease payable	<u>(7,106,997)</u>	<u>(7,173,008)</u>

Net position of governmental activities	\$	<u>3,126,271</u>
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See notes to the financial statement

**OLD HICKORY COMMUNITY DEVELOPMENT DISTRICT  
CITY OF ST. CLOUD, FLORIDA  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
GOVERNMENTAL FUNDS  
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2022**

	Major Funds			Total Governmental Funds
	General	Debt Service	Capital Projects	
<b>REVENUES</b>				
Special assessments	\$ 392,233	\$ 373,476	\$ -	\$ 765,709
Developer contributions	6,522	-	-	6,522
Interest earnings	-	957	-	957
Total revenues	398,755	374,433	-	773,188
<b>EXPENDITURES</b>				
Current:				
General government	75,652	-	-	75,652
Maintenance and operations	165,887	-	-	165,887
Debt service:				
Principal	16,751	135,000	-	151,751
Interest	20,171	229,950	-	250,121
Capital outlay	1,015,490	-	-	1,015,490
Total expenditures	1,293,951	364,950	-	1,658,901
Excess (deficiency) of revenues over (under) expenditures	(895,196)	9,483	-	(885,713)
<b>OTHER FINANCING SOURCES (USES)</b>				
Transfers in (out)	-	4	(4)	-
Leases issued	1,015,490	-	-	1,015,490
Total other financing sources (uses)	1,015,490	4	(4)	1,015,490
Net change in fund balances	120,294	9,487	(4)	129,777
Fund balances - beginning	5,170	297,734	4	302,908
Fund balances - ending	\$ 125,464	\$ 307,221	\$ -	\$ 432,685

See notes to the financial statements

**OLD HICKORY COMMUNITY DEVELOPMENT DISTRICT  
CITY OF ST. CLOUD, FLORIDA  
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN  
FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES  
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2022**

Net change in fund balances - total governmental funds	\$ 129,777
Amounts reported for governmental activities in the statement of activities are different because:	
Repayment of long-term liabilities are reported as expenditures in the governmental fund statements, but such repayments reduce liabilities in the statement of net position and are eliminated in the statement of activities.	151,751
Amortization of Bond premiums is not recognized in the governmental fund financial statements, but is reported as an expense in the statement of activities.	4,224
The statement of activities reports noncash contributions as revenues, but these revenues are not reported in the governmental fund financial statements.	9,580,279
Conveyances of infrastructure improvements to other governments of previously capitalized capital assets is recorded as an expense in the statement of activities.	(7,248,167)
Depreciation on capital assets is not recognized in the governmental fund financial statements, however, these amounts are recognized as expenses in the government-wide statement of activities.	(216,999)
The change in accrued interest on long-term liabilities between the current and prior fiscal year is recorded in the statement of activities but not in the governmental fund financial statements.	1,029
Change in net position of governmental activities	<u>\$ 2,401,894</u>

See notes to the financial statements



**OLD HICKERY COMMUNITY DEVELOPMENT DISTRICT  
CITY OF ST. CLOUD, FLORIDA  
NOTES TO FINANCIAL STATEMENTS**

**NOTE 1 - NATURE OF ORGANIZATION AND REPORTING ENTITY**

Old Hickory Community Development District (the "District") was established by the City Council of City of St. Cloud's approval of Ordinance No. 2020-09 effective on May 14, 2020 pursuant to the Uniform Community Development District Act of 1980, otherwise known as Chapter 190, Florida Statutes. The Act provides among other things, the power to manage basic services for community development, power to borrow money and issue bonds, and to levy and assess non-ad valorem assessments for the financing and delivery of capital infrastructure.

The District was established for the purposes of financing and managing the acquisition, construction, maintenance and operation of a portion of the infrastructure necessary for community development within the District.

The District is governed by the Board of Supervisors ("Board"), which is composed of five members. The Supervisors are elected on an at large basis by the owners of the property within the District. The Board exercises all powers granted to the District pursuant to Chapter 190, Florida Statutes. As of September 30, 2022, all of the Board members are affiliated with Lennar Homes ("Developer").

The Board has the responsibility for:

1. Allocating and levying assessments.
2. Approving budgets.
3. Exercising control over facilities and properties.
4. Controlling the use of funds generated by the District.
5. Approving the hiring and firing of key personnel.
6. Financing improvements.

The financial statements were prepared in accordance with Governmental Accounting Standards Board ("GASB") Statements. Under the provisions of those standards, the financial reporting entity consists of the primary government, organizations for which the District is considered to be financially accountable and other organizations for which the nature and significance of their relationship with the District are such that, if excluded, the financial statements of the District would be considered incomplete or misleading. There are no entities considered to be component units of the District; therefore, the financial statements include only the operations of the District.

**NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

**Government-Wide and Fund Financial Statements**

The basic financial statements include both government-wide and fund financial statements.

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the non-fiduciary activities of the primary government. For the most part, the effect of interfund activity has been removed from these statements.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment is offset by program revenues. *Direct expenses* are those that are clearly identifiable with a specific function or segment. *Program revenues* include: 1) charges to customers who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment; operating-type special assessments for maintenance and debt service are treated as charges for services and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Other items not included among program revenues are reported instead as *general revenues*.

## NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

### **Measurement Focus, Basis of Accounting and Financial Statement Presentation**

The government-wide financial statements are reported using the *economic resources measurement* focus and the *accrual basis of accounting*. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Assessments are recognized as revenues in the year for which they are levied. Grants and similar items are to be recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be *available* when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures including lease liabilities are recorded only when payment is due.

### **Assessments**

Assessments are non-ad valorem assessments on benefited property within the District. Operating and maintenance assessments are based upon the adopted budget and levied annually at a public hearing of the District. Debt service assessments are levied when Bonds are issued and assessed and collected on an annual basis. The District may collect assessments directly or utilize the uniform method of collection under Florida Statutes. Direct collected assessments are due as determined by annual assessment resolution adopted by the Board of Supervisors. Assessments collected under the uniform method are mailed by the County Tax Collector on November 1 and due on or before March 31 of each year. Property owners may prepay a portion or all of the debt service assessments on their property subject to various provisions in the Bond documents.

Assessments and interest associated with the current fiscal period are considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. The portion of assessments receivable due within the current fiscal period is considered to be susceptible to accrual as revenue of the current period.

The District reports the following major governmental fund:

### **General Fund**

The general fund is the general operating fund of the District. It is used to account for all financial resources except those required to be accounted for in another fund.

### **Debt Service Fund**

The debt service fund is used to account for the accumulation of resources for the annual payment of principal and interest on long-term debt.

### **Capital Projects Fund**

This fund accounts for the financial resources to be used for the acquisition or construction of major infrastructure within the District.

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements.

When both restricted and unrestricted resources are available for use, it is the government's policy to use restricted resources first for qualifying expenditures, then unrestricted resources as they are needed.

## NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

### Assets, Liabilities and Net Position or Equity

#### Restricted Assets

These assets represent cash and investments set aside pursuant to Bond covenants or other contractual restrictions.

#### Deposits and Investments

The District's cash and cash equivalents are considered to be cash on hand and demand deposits (interest and non-interest bearing).

The District has elected to proceed under the Alternative Investment Guidelines as set forth in Section 218.415 (17) Florida Statutes. The District may invest any surplus public funds in the following:

- a) The Local Government Surplus Trust Funds, or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperation Act;
- b) Securities and Exchange Commission registered money market funds with the highest credit quality rating from a nationally recognized rating agency;
- c) Interest bearing time deposits or savings accounts in qualified public depositories;
- d) Direct obligations of the U.S. Treasury.

Securities listed in paragraph c and d shall be invested to provide sufficient liquidity to pay obligations as they come due.

The District records all interest revenue related to investment activities in the respective funds. Investments are measured at amortized cost or reported at fair value as required by generally accepted accounting principles.

#### Prepaid Items

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both government-wide and fund financial statements.

#### Capital Assets

Capital assets which include property, plant and equipment, and infrastructure assets (e.g., roads, sidewalks and similar items) are reported in the government activities columns in the government-wide financial statements. Capital assets are defined by the government as assets with an initial, individual cost of more than \$5,000 and an estimated useful life in excess of two years. Such assets are recorded at historical cost or estimated historical cost (except for intangible right-to-use lease assets, the measurement of which is discussed below) if purchased or constructed. Donated capital assets are recorded at acquisition value at the date of donation.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are not capitalized. Major outlays for capital assets and improvements are capitalized as projects are constructed.

Property, plant and equipment including the right to use leased equipment of the District are depreciated/amortized using the straight-line method over the following estimated useful lives:

<u>Assets</u>	<u>Years</u>
Stormwater system	30
Landscape & Hardscape	20
Right-to-use leased equipment	20

In the governmental fund financial statements, amounts incurred for the acquisition of capital assets are reported as fund expenditures. Depreciation expense is not reported in the governmental fund financial statements.

## **NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

### **Assets, Liabilities and Net Position or Equity (Continued)**

#### **Leases**

The District is a lessee for a noncancellable lease of equipment. The District recognizes a lease liability and an intangible right-to-use lease asset (lease asset) in the government-wide financial statements. The District recognizes lease liabilities with an initial, individual value of \$5,000 or more.

At the commencement of a lease, the District initially measures the lease liability at the present value of payments expected to be made during the lease term. Subsequently, the lease liability is reduced by the principal portion of lease payments made. The lease asset is initially measured as the initial amount of the lease liability, adjusted for lease payments made at or before the lease commencement date, plus certain initial direct costs. Subsequently, the lease asset is amortized on a straight-line basis over its useful life.

Key estimates and judgments related to leases include how the District determines (1) the discount rate it uses to discount the expected lease payments to present value, (2) lease term, and (3) lease payments. The District uses the interest rate charged by the lessor as the discount rate. When the interest rate charged by the lessor is not provided, the District generally uses its estimated incremental borrowing rate as the discount rate for leases.

The lease term includes the noncancellable period of the lease. Lease payments included in the measurement of the lease liability are composed of fixed payments and purchase option price that the District is reasonably certain to exercise.

The District monitors changes in circumstances that would require a remeasurement of its lease and will remeasure the lease asset and liability if certain changes occur that are expected to significantly affect the amount of the lease liability. Lease assets are reported with other capital assets and lease liabilities are reported with long term debt on the statement of net position.

#### **Unearned Revenue**

Governmental funds report unearned revenue in connection with resources that have been received, but not yet earned.

#### **Long-Term Obligations**

In the government-wide financial statements long-term debt and other long-term obligations are reported as liabilities in the statement of net position. Bond premiums and discounts are deferred and amortized over the life of the Bonds. Bonds payable are reported net of applicable premiums or discounts. Bond issuance costs are expensed when incurred.

In the fund financial statements, governmental fund types recognize premiums and discounts, as well as issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

#### **Deferred Outflows/Inflows of Resources**

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then.

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time.

## **NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

### **Assets, Liabilities and Net Position or Equity (Continued)**

#### **Fund Equity/Net Position**

In the fund financial statements, governmental funds report non spendable and restricted fund balance for amounts that are not available for appropriation or are legally restricted by outside parties for use for a specific purpose. Assignments of fund balance represent tentative management plans that are subject to change.

The District can establish limitations on the use of fund balance as follows:

Committed fund balance – Amounts that can be used only for the specific purposes determined by a formal action (resolution) of the Board of Supervisors. Commitments may be changed or lifted only by the Board of Supervisors taking the same formal action (resolution) that imposed the constraint originally. Resources accumulated pursuant to stabilization arrangements sometimes are reported in this category.

Assigned fund balance – Includes spendable fund balance amounts established by the Board of Supervisors that are intended to be used for specific purposes that are neither considered restricted nor committed. The Board may also assign fund balance as it does when appropriating fund balance to cover differences in estimated revenue and appropriations in the subsequent year's appropriated budget. Assignments are generally temporary and normally the same formal action need not be taken to remove the assignment.

#### **Fund Equity/Net Position (Continued)**

The District first uses committed fund balance, followed by assigned fund balance and then unassigned fund balance when expenditures are incurred for purposes for which amounts in any of the unrestricted fund balance classifications could be used.

Net position is the difference between assets and deferred outflows of resources less liabilities and deferred inflows of resources. Net position in the government-wide financial statements are categorized as net investment in capital assets, restricted or unrestricted. Net investment in capital assets represents net position related to infrastructure and property, plant and equipment. Restricted net position represents the assets restricted by the District's Bond covenants or other contractual restrictions. Unrestricted net position consists of the net position not meeting the definition of either of the other two components.

### **Other Disclosures**

#### **Use of Estimates**

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenditures during the reporting period. Actual results could differ from those estimates.

### NOTE 3 - BUDGETARY INFORMATION

The District is required to establish a budgetary system and an approved Annual Budget. Annual Budgets are adopted on a basis consistent with generally accepted accounting principles for the general fund. All annual appropriations lapse at fiscal year-end.

The District follows these procedures in establishing the budgetary data reflected in the financial statements.

- a) Each year the District Manager submits to the District Board a proposed operating budget for the fiscal year commencing the following October 1.
- b) Public hearings are conducted to obtain comments.
- c) Prior to October 1, the budget is legally adopted by the District Board.
- d) All budget changes must be approved by the District Board.
- e) The budgets are adopted on a basis consistent with generally accepted accounting principles.
- f) Unused appropriations for annually budgeted funds lapse at the end of the year.

### NOTE 4 – DEPOSITS AND INVESTMENTS

#### Deposits

The District's cash balances were entirely covered by federal depository insurance or by a collateral pool pledged to the State Treasurer. Florida Statutes Chapter 280, "Florida Security for Public Deposits Act", requires all qualified depositories to deposit with the Treasurer or another banking institution eligible collateral equal to various percentages of the average daily balance for each month of all public deposits in excess of any applicable deposit insurance held. The percentage of eligible collateral (generally, U.S. Governmental and agency securities, state or local government debt, or corporate bonds) to public deposits is dependent upon the depository's financial history and its compliance with Chapter 280. In the event of a failure of a qualified public depository, the remaining public depositories would be responsible for covering any resulting losses.

#### Investments

The District's investments were held as follows at September 30, 2022:

	Amortized Cost	Credit Risk	Maturities
First American Treasury Obligation Fd Cl D	\$ 305,491	S&P AAAm	Weighted average of the fund portfolio: 9 days
	<u>\$ 305,491</u>		

*Credit risk* – For investments, credit risk is generally the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. Investment ratings by investment type are included in the preceding summary of investments.

*Concentration risk* – The District places no limit on the amount the District may invest in any one issuer.

*Interest rate risk* – The District does not have a formal policy that limits investment maturities as a means of managing exposure to fair value losses arising from increasing interest rates.

However, the Bond Indenture limits the type of investments held using unspent proceeds.

*Fair Value Measurement* – When applicable, the District measures and records its investments using fair value measurement guidelines established in accordance with GASB Statements. The framework for measuring fair value provides a fair value hierarchy that prioritizes the inputs to valuation techniques.

## NOTE 4 – DEPOSITS AND INVESTMENTS (Continued)

### Investments (Continued)

These guidelines recognize a three-tiered fair value hierarchy, in order of highest priority, as follows:

- *Level 1:* Investments whose values are based on unadjusted quoted prices for identical investments in active markets that the District has the ability to access;
- *Level 2:* Investments whose inputs - other than quoted market prices - are observable either directly or indirectly; and,
- *Level 3:* Investments whose inputs are unobservable.

The fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the entire fair value measurement. Valuation techniques used should maximize the use of observable inputs and minimize the use of unobservable inputs.

Money market investments that have a maturity at the time of purchase of one year or less and are held by governments other than external investment pools should be measured at amortized cost. Accordingly, the District's investments have been reported at amortized cost above.

## NOTE 5 – CAPITAL ASSETS

Capital asset activity for the fiscal year ended September 30, 2022 was as follows:

	Beginning Balance	Additions	Reductions	Ending Balance
<u>Governmental activities</u>				
Capital assets, not being depreciated				
Infrastructure under construction	\$ 6,735,991	\$ 9,580,279	\$ (16,316,270)	\$ -
Total capital assets, not being depreciated	6,735,991	9,580,279	(16,316,270)	-
Capital assets, being depreciated				
Stormwater system	-	8,567,790	-	8,567,790
Landscape and Hardscape	-	500,313	-	500,313
Right-to-use leased equipment	-	1,015,490	-	1,015,490
Total capital assets, being depreciated	-	10,083,593	-	10,083,593
Less accumulated depreciation for:				
Stormwater system	-	166,596	-	166,596
Landscape and Hardscape	-	25,016	-	25,016
Right-to-use leased equipment	-	25,387	-	25,387
Total accumulated depreciation	-	216,999	-	216,999
Total capital assets being depreciated	-	9,866,594	-	9,866,594
Governmental activities capital assets, net	\$ 6,735,991	\$ 19,446,873	\$ (16,316,270)	\$ 9,866,594

The infrastructure intended to serve the District was estimated at a total cost of approximately \$16.8 million. The infrastructure includes roadways, storm drainage, potable water, sanitary sewer, and land improvements. A portion of the project costs was expected to be financed from the Series 2020 Bonds with the remainder to be funded by the Developer and conveyed to the District. Upon completion, the public roads, water and sanitary sewer are to be conveyed to others for ownership and maintenance responsibilities. During the current fiscal year, the District engineer declared the project complete.

During the current fiscal year, the Developer transferred assets valued at \$9,580,279 to the District. This amount is reflected in capital grants and contributions in the statement of activities. Additionally, assets conveyed to others for ownership and maintenance responsibilities totaled \$7,248,167.

## NOTE 6 – LONG TERM DEBT

### Series 2020

During October 2020, the District issued \$6,245,000 of Special Assessment Bonds, Series 2020 consisting of Term Bonds due ranging from June 15, 2021 to June 15, 2050 and fixed interest rates ranging from 2.5% to 4.0%. The Bonds were issued to finance the acquisition and construction of certain improvements for the benefit of the District. Interest is to be paid semiannually on each June 15 and December 15, commencing December 15, 2020 and the principal on the bonds is to be paid serially commencing June 15, 2021 through June 15, 2050.

The Series 2020 Bonds are subject to optional redemption, mandatory sinking fund and extraordinary mandatory redemption at the times, in the amounts, and at the redemption prices more fully described in the Redemption Provisions as outlined in the Bond Indenture.

The Bond Indenture established a debt service reserve requirement as well as other restrictions and requirements relating principally to the use of proceeds to pay for the infrastructure improvements and the procedures to be followed by the District on assessments to property owners. The District agrees to levy special assessments in annual amounts adequate to provide payment of debt service and to meet the reserve requirements. The District was in compliance with the requirements at September 30, 2022.

### Long-term Debt Activity

Changes in long-term liability activity for the fiscal year ended September 30, 2022 were as follows:

	Beginning Balance	Additions	Reductions	Ending Balance	Due Within One Year
<u>Governmental activities</u>					
Series 2020	\$ 6,125,000	\$ -	\$ 135,000	\$ 5,990,000	\$ 130,000
Plus: original issue premium	122,482	-	4,224	118,258	-
Leases payable	-	1,015,490	16,751	998,739	34,523
Total	<u>\$ 6,247,482</u>	<u>\$ 1,015,490</u>	<u>\$ 155,975</u>	<u>\$ 7,106,997</u>	<u>\$ 164,523</u>

At September 30, 2022, the scheduled debt service requirements on the long-term debt were as follows:

Year ending September 30:	Governmental Activities		
	Principal	Interest	Total
2023	\$ 130,000	\$ 226,725	\$ 356,725
2024	130,000	223,475	353,475
2025	135,000	220,225	355,225
2026	140,000	216,850	356,850
2027	145,000	212,650	357,650
2028-2032	780,000	994,900	1,774,900
2033-2037	955,000	834,600	1,789,600
2038-2042	1,165,000	627,200	1,792,200
2043-2047	1,420,000	374,800	1,794,800
2048-2050	990,000	81,000	1,071,000
	<u>\$ 5,990,000</u>	<u>\$ 4,012,425</u>	<u>\$ 10,002,425</u>

## NOTE 7 - LEASES

In the current fiscal year, the District entered into certain leases as a lessee for the use of streetlights that will terminate on March 31, 2042. As of September 30, 2022, the value of the lease liability was \$998,739. The District is required to make total monthly fixed payments of \$6,154. The value of the right-to-use asset as of September 30, 2022 was \$1,015,490 with an accumulated amortization of \$25,387. At the end of the lease term, the District may elect to execute a new agreement based on current estimated replacement cost. The Lessor will retain ownership of the streetlights.



**NOTE 7 – LEASES (Continued)**

Minimum lease payments for years ending after September 30, 2022 are as follows:

Year ending September 30:	Principal	Interest	Total payments
2023	\$ 34,523	\$ 39,321	\$ 73,844
2024	35,929	37,915	73,844
2025	37,393	36,451	73,844
2026	38,917	34,927	73,844
2027	40,502	33,342	73,844
2028-2032	228,649	140,571	369,220
2033-2037	279,180	90,041	369,221
2038-2042	303,646	28,652	332,298
	<u>\$ 998,739</u>	<u>\$ 441,220</u>	<u>\$ 1,439,959</u>

**NOTE 8 - DEVELOPER TRANSACTIONS**

The Developer owns a portion of land within the District; therefore, assessment revenues in the general and debt service funds include the assessments levied on those lots owned by the Developer. Also see Note 5 above for other Developer transactions.

**NOTE 9 - CONCENTRATION**

The District's activity is dependent upon the continued involvement of the Developer and major landowners, the loss of which could have a material adverse effect on the District's operations.

**NOTE 10 - MANAGEMENT COMPANY**

The District has contracted with a management company to perform services which include financial and accounting advisory services. Certain employees of the management company also serve as officers of the District. Under the agreement, the District compensates the management company for management, accounting, financial reporting, computer and other administrative costs.

**NOTE 11 - RISK MANAGEMENT**

The District is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; and natural disasters. The District has obtained commercial insurance from independent third parties to mitigate the costs of these risks; coverage may not extend to all situations. There were no settled claims since inception of the District.

**OLD HICKORY COMMUNITY DEVELOPMENT DISTRICT  
CITY OF ST. CLOUD, FLORIDA  
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN  
FUND BALANCE - BUDGET AND ACTUAL – GENERAL FUND  
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2022**

	Budgeted Amounts <u>Original &amp; Final</u>	Actual Amounts	Variance with Final Budget - Positive (Negative)
<b>REVENUES</b>			
Assessments	\$ 387,798	\$ 392,233	\$ 4,435
Developer Contributions	-	6,522	6,522
Total revenues	<u>387,798</u>	<u>398,755</u>	<u>10,957</u>
<b>EXPENDITURES</b>			
Current:			
General government	106,568	75,652	30,916
Maintenance and operations	281,230	165,887	115,343
Debt service:			
Principal	-	16,751	(16,751)
Interest	-	20,171	(20,171)
Capital outlay	-	1,015,490	(1,015,490)
Total expenditures	<u>387,798</u>	<u>1,293,951</u>	<u>(906,153)</u>
Excess (deficiency) of revenues over (under) expenditures	-	(895,196)	(895,196)
<b>OTHER FINANCING SOURCES (USES)</b>			
Lease proceeds	-	1,015,490	1,015,490
Total other financing sources (uses)	<u>-</u>	<u>1,015,490</u>	<u>1,015,490</u>
Net change in fund balances	<u>\$ -</u>	<u>120,294</u>	<u>\$ 120,294</u>
Fund balance - beginning		<u>5,170</u>	
Fund balance - ending		<u>\$ 125,464</u>	

See notes to required supplementary information

**OLD HICKORY COMMUNITY DEVELOPMENT DISTRICT  
CITY OF ST. CLOUD, FLORIDA  
NOTES TO REQUIRED SUPPLEMENTARY INFORMATION**

The District is required to establish a budgetary system and an approved Annual Budget for the general fund. The District's budgeting process is based on estimates of cash receipts and cash expenditures which are approved by the Board. The budget approximates a basis consistent with accounting principles generally accepted in the United States of America (generally accepted accounting principles).

The legal level of budgetary control, the level at which expenditures may not exceed budget, is in the aggregate. Any budget amendments that increase the aggregate budgeted appropriations must be approved by the Board of Supervisors.

**OLD HICKORY COMMUNITY DEVELOPMENT DISTRICT  
CITY OF ST. CLOUD, FLORIDA  
OTHER INFORMATION – DATA ELEMENTS  
REQUIRED BY FL STATUTE 218.39(3)(C)  
UNAUDITED**

<b>Element</b>	<b>Comments</b>
Number of district employees compensated at 9/30/2022	4
Number of independent contractors compensated in September 2022	7
Employee compensation for FYE 9/30/2022 (paid/accrued)	\$3,694.00
Independent contractor compensation for FYE 9/30/2022	\$251,884.15
Construction projects to begin on or after October 1; (\$65K)	\$0.00
Budget variance report	See page 22 of annual financial report
Non ad valorem special assessments;	
Special assessment rate for FYE 9/30/2022	Operations and maintenance - \$914.75 Debt service - \$839.98
Special assessments collected FYE 9/30/2022	\$765,709.00
Outstanding Bonds:	
Series 2020, due June 15, 2050,	see Note 6 for details



**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL  
REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT  
OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH  
GOVERNMENT AUDITING STANDARDS**

To the Board of Supervisors  
Old Hickory Community Development District  
City of St. Cloud, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities and each major fund of Old Hickory Community Development District, City of St. Cloud, Florida ("District") as of and for the fiscal year ended September 30, 2022, and the related notes to the financial statements, which collectively comprise the District's basic financial statements, and have issued our opinion thereon dated June 19, 2023.

**Report on Internal Control Over Financial Reporting**

In planning and performing our audit of the financial statements, we considered the District's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

**Report on Compliance and Other Matters**

As part of obtaining reasonable assurance about whether the District's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

**Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

June 19, 2023



**Grau & Associates**  
CERTIFIED PUBLIC ACCOUNTANTS

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**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE WITH THE  
REQUIREMENTS OF SECTION 218.415, FLORIDA STATUTES, REQUIRED BY  
RULE 10.556(10) OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA**

To the Board of Supervisors  
Old Hickory Community Development District  
City of St. Cloud, Florida

We have examined Old Hickory Community Development District, City of St. Cloud, Florida's ("District") compliance with the requirements of Section 218.415, Florida Statutes, in accordance with Rule 10.556(10) of the Auditor General of the State of Florida as of and for the fiscal year ended September 30, 2022. Management is responsible for District's compliance with those requirements. Our responsibility is to express an opinion on District's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the District complied, in all material respects, with the specified requirements referenced in Section 218.415, Florida Statutes. An examination involves performing procedures to obtain evidence about whether the District complied with the specified requirements. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material noncompliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion. Our examination does not provide a legal determination on the District's compliance with specified requirements.

We are required to be independent and to meet our other ethical responsibilities in accordance with relevant ethical requirements relating to the examination engagement.

In our opinion, the District complied, in all material respects, with the aforementioned requirements for the fiscal year ended September 30, 2022.

This report is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, management, and the Supervisors of Old Hickory Community Development District, City of St. Cloud, Florida and is not intended to be and should not be used by anyone other than these specified parties.

June 19, 2023



**MANAGEMENT LETTER PURSUANT TO THE RULES OF  
THE AUDITOR GENERAL FOR THE STATE OF FLORIDA**

To the Board of Supervisors  
Old Hickory Community Development District  
City of St. Cloud, Florida

**Report on the Financial Statements**

We have audited the accompanying basic financial statements of Old Hickory Community Development District, City of St. Cloud, Florida ("District") as of and for the fiscal year ended September 30, 2022, and have issued our report thereon dated June 19, 2023.

**Auditor's Responsibility**

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and Chapter 10.550, Rules of the Florida Auditor General.

**Other Reporting Requirements**

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Government Auditing Standards*; and Independent Auditor's Report on an examination conducted in accordance with *AICPA Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports, which are dated June 19, 2023, should be considered in conjunction with this management letter.

**Purpose of this Letter**

The purpose of this letter is to comment on those matters required by Chapter 10.550 of the Rules of the Auditor General for the State of Florida. Accordingly, in connection with our audit of the financial statements of the District, as described in the first paragraph, we report the following:

- I. Current year findings and recommendations.**
- II. Status of prior year findings and recommendations.**
- III. Compliance with the Provisions of the Auditor General of the State of Florida.**

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, as applicable, management, and the Board of Supervisors of Old Hickory Community Development District, City of St. Cloud, Florida and is not intended to be and should not be used by anyone other than these specified parties.

We wish to thank Old Hickory Community Development District, City of St. Cloud, Florida and the personnel associated with it, for the opportunity to be of service to them in this endeavor as well as future engagements, and the courtesies extended to us.

June 19, 2023



## **REPORT TO MANAGEMENT**

### **I. CURRENT YEAR FINDINGS AND RECOMMENDATIONS**

None

### **II. PRIOR YEAR FINDINGS AND RECOMMENDATIONS**

None

### **III. COMPLIANCE WITH THE PROVISIONS OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA**

Unless otherwise required to be reported in the auditor's report on compliance and internal controls, the management letter shall include, but not be limited to the following:

1. A statement as to whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report.

There were no significant findings and recommendations made in the preceding annual financial audit report for the fiscal year ended September 30, 2021.

2. Any recommendations to improve the local governmental entity's financial management.

There were no such matters discovered by, or that came to the attention of, the auditor, to be reported for the fiscal year ended September 30, 2022.

3. Noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance.

There were no such matters discovered by, or that came to the attention of, the auditor, to be reported, for the fiscal year ended September 30, 2022.

4. The name or official title and legal authority of the District are disclosed in the notes to the financial statements.

5. The District has not met one or more of the financial emergency conditions described in Section 218.503(1), Florida Statutes.

6. We applied financial condition assessment procedures and no deteriorating financial conditions were noted as of September 30, 2022. It is management's responsibility to monitor financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.

7. Management has provided the specific information required by Section 218.39(3)(c) in the Other Information section of the financial statements on page 24.

## SECTION VII



## **SERVICE AGREEMENT FOR LIGHTING SERVICE OLD HICKORY PHASE 3**

This Agreement is entered into this 29<sup>th</sup> day of June, 2023 by and between **ORLANDO UTILITIES COMMISSION**, whose address is 100 West Anderson Street, Orlando, Florida 32801 and **OLD HICKORY COMMUNITY DEVELOPMENT DISTRICT**, whose address is 219 E. Livingston St. Orlando, FL 32801 for the provision of Lighting Service as more particularly set forth below.

### **DEFINITIONS**

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

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

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

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

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

SECTION 3: EASEMENTS AND ACCESS

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

SECTION 4: THE PARTIES MUTUALLY AGREE:

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

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

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

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

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

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

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

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

- 5.1 The initial term of this Agreement (the "Term") shall be for **eighteen (18) years and ten (10) months**. The initial term shall begin upon the due date of the first monthly invoice (bill) delivered to CUSTOMER for installed lighting or the capital investment portion of the Monthly Lighting Service Charge as set forth in section 5.3 hereinbelow, whichever occurs first, and shall terminate at the end of **two hundred and twenty-six (226)** consecutive Billing Cycles thereafter, unless extended or otherwise modified pursuant to the provisions herein. In the event that a phased installation of Lighting Equipment is to be provided by OUC by means of the Phase Installation Plan described in Exhibit 1, each development phase completed shall have its own Term (which shall commence and terminate as set forth above in this paragraph) and Installation Date under this Agreement.
- 5.2 The effective date of this Agreement shall be the date of execution by the CUSTOMER or OUC, whichever is later.
- 5.3 If OUC is ready and able to begin installation of the Lighting Equipment on the Installation Date, and the CUSTOMER is not ready and able to accept installation of the Lighting Equipment, OUC shall bill CUSTOMER monthly for the capital investment portion of the Monthly Lighting Service Charge,

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

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

#### SECTION 6: MISCELLANEOUS

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



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

If to OUC:

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

If to Customer:

Old Hickory Community Development District  
District Manager's office  
219 E. Livingston Street  
Orlando, FL 32801  
Attention: \_\_\_\_\_

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

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

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

**OLD HICKORY COMMUNITY DEVELOPMENT DISTRICT**

Federal ID #85-1063841

By: [Signature]

Name: Adam Morgan

Title: CHAIRMAN

Date: 6/5/23

WITNESSES:

By: [Signature]

Name: Alan Scheerer

Title: Field Manager

By: [Signature]

Name: George S. Flint

Title: District Manager

Pursuant to Section 117.05(13)(a), Florida Statutes, the following notarial certificates are sufficient for an acknowledgment in a representative capacity:

STATE OF Florida )  
COUNTY OF Osceola )

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 5 day of June, 20 23, by Adam Morgan (name of person) as Chairman (type of authority, e.g. officer, trustee, attorney in fact) and who acknowledge that she/he executed the foregoing instrument on behalf of Old Hickory CDD (name of party on behalf of whom instrument was executed). She/he is personally known to me or had produced \_\_\_\_\_ as identification.

(Notary Seal)



**GEORGE S. FLINT**  
Notary Public  
State of Florida  
Comm# HH172812  
Expires 10/16/2025

[Signature]  
Notary Public

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

My Commission Expires: \_\_\_\_\_

ORLANDO UTILITIES COMMISSION

By: Clint Bullock

Name: Clint Bullock  
Title: General Manager/CEO

Date: 6/29/23

ATTEST:

By: Paula A. Velasquez  
Name: Paula A. Velasquez  
Title: Assistant Secretary

Approved as to form and legality  
OUC Legal Department  
Date: 6-27-23 By: W.M.

WITNESSES:

By: M. Rivera  
Name: Maribel Rivera  
Title: Administrative Assistant

By: B. Taggart  
Name: Bethany Taggart  
Title: Executive Assistant

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization on this 29<sup>th</sup> day of June, 2023, by CLINT BULLOCK, as General Manager, CEO of Orlando Utilities Commission, a Florida statutory commission, on behalf said Commission. He is personally known to me or has produced \_\_\_\_\_ as identification.



Marlene Mendoza  
Notary Public, State of Florida  
Print Name: Marlene Mendoza

## EXHIBIT 1

### LIGHTING SERVICE FEES:

#### RATE PER MONTH

##### Monthly Lighting Service Charge:

Capital Investment	\$1,445.40
Maintenance	\$ 263.67
<u>Fuel and Energy</u>	<u>\$ 70.51</u>
Total	*** \$1,779.58

Upfront Payment \$0.00

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

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

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

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

#### ANNUAL RATE ADJUSTMENT

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

#### LIGHTING SERVICE

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

## LIGHTING EQUIPMENT

### OUC Installed Lighting Equipment:

(51) 13' Victorian II Poles	OUC Stock # 036-21513
(51) 39w LED Washington acorn fixture	OUC Stock # 036-23249
(51) Washington type III Shields	OUC Stock # 036-26212

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

### CUSTOMER Installed Lighting Equipment:

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

## PHASED INSTALLATION PLAN

All installed

EXHIBIT 1 (continued)

OUTAGE REPORTING

Light out Telephone Number – 407-737-4222

Light out Web Address – <http://www.ouc.com/customer-support/outages-and-problems/report-a-streetlight-outage>

LEGAL DESCRIPTION OF THE PROPERTY

Parcel ID: N/A

Legal Description: ***All private/public roadways and easements within OLD HICKORY PH 3, according to the plat thereof, as recorded in Plat Book 30, Pages 131-135, of the Public Records of Osceola County, Florida***

PROPERTY / PREMISE LOCATION INFORMATION

Premise Name:	Old Hickory Phase 3
Premise Address:	5441 PRESERVE BLVD
City, State, Zip:	SAINT CLOUD, FL, 34772
Premise Number	8613381149

BILLING INFORMATION

Billing Name:	Old Hickory Community Development District
Billing Address:	219 E. Livingston Street
City, State, Zip:	Orlando, FL 32801
Billing Contact Name:	Teresa Viscarra
Billing Contact Phone:	(407) 347-4103
Federal Tax ID:	85-1063841

ADDITIONAL ACCOUNT INFORMATION TO BE FILLED BY OUC

Customer Account Number:	5770309167
Work Request No:	707321
Comments:	Re-Contract as of June 2023







*For Recording Purposes Only*

## **SERVICE AGREEMENT FOR LIGHTING SERVICE OLD HICKORY PHASE 4**

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between **ORLANDO UTILITIES COMMISSION**, whose address is 100 West Anderson Street, Orlando, Florida 32801 and **OLD HICKORY COMMUNITY DEVELOPMENT DISTRICT**, whose address is 219 E. Livingston St. Orlando, FL 32801 for the provision of Lighting Service as more particularly set forth below.

### **DEFINITIONS**

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

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

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

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

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

SECTION 3: EASEMENTS AND ACCESS

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

SECTION 4: THE PARTIES MUTUALLY AGREE:

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

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

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

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

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

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

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

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

- 5.1 The initial term of this Agreement (the "Term") shall be for **eighteen (18) years and ten (10) months**. The initial term shall begin upon the due date of the first monthly invoice (bill) delivered to CUSTOMER for installed lighting or the capital investment portion of the Monthly Lighting Service Charge as set forth in section 5.3 hereinbelow, whichever occurs first, and shall terminate at the end of **two hundred and twenty-six (226)** consecutive Billing Cycles thereafter, unless extended or otherwise modified pursuant to the provisions herein. In the event that a phased installation of Lighting Equipment is to be provided by OUC by means of the Phase Installation Plan described in Exhibit 1, each development phase completed shall have its own Term (which shall commence and terminate as set forth above in this paragraph) and Installation Date under this Agreement.
- 5.2 The effective date of this Agreement shall be the date of execution by the CUSTOMER or OUC, whichever is later.
- 5.3 If OUC is ready and able to begin installation of the Lighting Equipment on the Installation Date, and the CUSTOMER is not ready and able to accept installation of the Lighting Equipment, OUC shall bill CUSTOMER monthly for the capital investment portion of the Monthly Lighting Service Charge,

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

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

#### SECTION 6: MISCELLANEOUS

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

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

If to OUC:

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

If to Customer:

Old Hickory Community Development District  
District Manager's office  
219 E. Livingston Street  
Orlando, FL 32801  
Attention: \_\_\_\_\_

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

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



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

**OLD HICKORY COMMUNITY DEVELOPMENT DISTRICT**

Federal ID # 85-1063841

By: [Signature]

Name: Adam Morgan

Title: CHAIRMAN

Date: 6/5/23

WITNESSES:

By: [Signature]

Name: Aaron Scheerer

Title: Field Manager

By: [Signature]

Name: George S. Flint

Title: District Manager

*Pursuant to Section 117.05(13)(a), Florida Statutes, the following notarial certificates are sufficient for an acknowledgment in a representative capacity:*

STATE OF Florida )  
COUNTY OF Osceola )

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 5 day of June, 2023, by Adam Morgan (name of person) as Chairman (type of authority, e.g. officer, trustee, attorney in fact) and who acknowledge that she/he executed the foregoing instrument on behalf of Old Hickory CDD (name of party on behalf of whom instrument was executed). She/he is personally known to me or had produced \_\_\_\_\_ as identification.



**GEORGE S. FLINT**  
Notary Public  
State of Florida  
Comm# HH172812  
Expires 10/16/2025

[Signature]  
Notary Public

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

My Commission Expires: \_\_\_\_\_

**ORLANDO UTILITIES COMMISSION**

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

Name: Clint Bullock  
Title: General Manager/CEO

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

ATTEST: By: \_\_\_\_\_  
Name: Paula A. Velasquez  
Title: Assistant Secretary

**WITNESSES:**

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

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

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

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

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

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

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by CLINT BULLOCK, as General Manager, CEO of Orlando Utilities Commission, a Florida statutory commission, on behalf said Commission. He is personally known to me or has produced \_\_\_\_\_ as identification.

(Notarial Seal)

\_\_\_\_\_  
Notary Public, State of Florida

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

## EXHIBIT 1

### LIGHTING SERVICE FEES:

#### RATE PER MONTH

##### Monthly Lighting Service Charge:

Capital Investment		\$751.59
Maintenance		\$135.93
<u>Fuel and Energy</u>		<u>\$ 31.80</u>
Total	***	\$919.32

Upfront Payment                      \$0.00

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

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

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

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

### ANNUAL RATE ADJUSTMENT

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

### LIGHTING SERVICE

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

## LIGHTING EQUIPMENT

### OUC Installed Lighting Equipment:

(23) 13' Victorian II Poles	OUC Stock # 036-21513
(23) 39w LED Washington Luminaire	OUC Stock # 036-23249
(23) Washington Globe Type III	OUC Stock # 036-26212

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

### CUSTOMER Installed Lighting Equipment:

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

## PHASED INSTALLATION PLAN

All installed

EXHIBIT 1 (continued)

OUTAGE REPORTING

Light out Telephone Number – 407-737-4222

Light out Web Address – <http://www.ouc.com/customer-support/outages-and-problems/report-a-streetlight-outage>

LEGAL DESCRIPTION OF THE PROPERTY

Parcel ID: N/A

Legal Description: ***All public/private roadways and easements within OLD HICKORY PHASE 4, according to the plat thereof, as recorded in Plat Book 31, Pages 142-143, of the Public Records of Osceola County, Florida***

PROPERTY / PREMISE LOCATION INFORMATION

Premise Name:	Old Hickory Phase 4
Premise Address:	0 NOLTE RD
City, State, Zip:	SAINT CLOUD, FL, 34772
Premise Number	7789098608

BILLING INFORMATION

Billing Name:	Old Hickory Community Development District
Billing Address:	219 E. Livingston Street
City, State, Zip:	Orlando, FL 32801
Billing Contact Name:	Teresa Viscarra
Billing Contact Phone:	(407) 347-4103
Federal Tax ID:	85-1063841

ADDITIONAL ACCOUNT INFORMATION TO BE FILLED BY OUC

Customer Account Number:	5770309167
Work Request No:	764209
Comments:	Re-Contract as of June 2023

## SECTION VIII



734 South Combee Road  
Lakeland, FL 33801

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

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

## Old Hickory Phase 4 Addendum

Attn: Karly Chambers  
Lennar Orlando

**July 6, 2023**

*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
St Augustine Fertilization Program	\$147	\$1,764
Bermuda Fertilization Program	\$77	\$948
Bermuda Aeration and Overseed	\$37	\$444
<b>Total</b>	<b>\$261</b>	<b>\$3,132</b>

**\*Phase 4 Maintenance cost will not be increased.**

# Scope of Services

## Turf Care

### Fertilization

St. Augustine/Floritam areas shall be fertilized with a commercial grade fertilizer **6 times per year**. Bermuda areas shall be fertilized with a commercial grade fertilizer **8 times a year**. Bermuda areas will also be aerated and overseeded **1 time per year**. The flagging of irrigation heads will be necessary prior to aeration. Florilawn is not responsible for any subsurface items damaged during aerification service. Locates will be called in through 811 prior to aerification service and marking of irrigation heads. Timing of applications will be adjusted to meet horticultural conditions.

### 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. Florilawn 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 palm fronds will be performed as needed.

### Customer Authorized Signature

---

Signature

---

Print Name



# SECTION IX



Renewal

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

## AQUATIC PLANT MANAGEMENT AGREEMENT

Submitted to:

Date: April 1, 2023

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 Old Hickory CDD hereafter called "Customer".

The parties hereto agree as follows

- A. AAM agrees to provide aquatic management services for a period of 12 months in accordance with the terms and conditions of this Agreement in the following sites:

Tract A: \$191.00	Tract K: \$127.00	Tract EE: \$286.00
Tract I: \$286.00	Tract P: \$143.00	Tract Q: \$101.00
Tract H: \$95.00	Tract DD: \$143.00	

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

1. Submersed vegetation control	Included
2. Emerged vegetation control	Included
3. Floating vegetation control	Included
4. Filamentous algae control	Included
5. Shoreline grass & brush control	Included

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: 10/01/2023 thru 09/30/2024  
Agreement will automatically renew as per Term & Condition 14.

Start-up Charge	NA	Due at the start of work
Maintenance Fee	\$1,372.00	Due monthly as billed x 12.
Total Annual Cost	\$16,464.00	

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. 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: 4/1/2023

Accepted

Date:

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. 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 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.

# SECTION X

**RESOLUTION 2023-07**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE OLD  
HICKORY COMMUNITY DEVELOPMENT DISTRICT DESIGNATING  
AN ASSISTANT TREASURER OF THE DISTRICT AND PROVIDING  
FOR AN EFFECTIVE DATE**

**WHEREAS**, the Old Hickory Community Development District (hereinafter the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated within the City of St. Cloud, Osceola County, Florida; and

**WHEREAS**, the Board of Supervisors of the District desires to appoint an Assistant Treasurer.

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

**SECTION 1.** Darrin Mossing, Sr. is appointed Assistant Treasurer.

**SECTION 2.** This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED** this 7<sup>th</sup> day of August 2023.

ATTEST:

**OLD HICKORY COMMUNITY  
DEVELOPMENT DISTRICT**

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Secretary/Assistant Secretary

---

Chairperson, Board of Supervisors

# SECTION XI

# SECTION A

# SECTION 1





LATHAM, LUNA,  
EDEN & BEAUDINE, <sup>LLP</sup>

ATTORNEYS AT LAW

MICHAEL J. BEAUDINE  
JAN ALBANESE CARPENTER  
DANIEL H. COULTOFF  
JENNIFER S. EDEN  
DOROTHY F. GREEN  
BRUCE D. KNAPP  
PETER G. LATHAM

201 SOUTH ORANGE AVENUE, SUITE 1400  
ORLANDO, FLORIDA 32801  
POST OFFICE BOX 3353  
ORLANDO, FLORIDA 32802  
TELEPHONE: (407) 481-5800  
FACSIMILE: (407) 481-5801  
[WWW.LATHAMLUNA.COM](http://WWW.LATHAMLUNA.COM)

JAY E. LAZAROVICH  
MARC L. LEVINE  
JUSTIN M. LUNA  
LORI T. MILVAIN  
BENJAMIN R. TAYLOR  
CHRISTINA Y. TAYLOR  
KRISTEN E. TRUCCO  
DANIEL A. VELASQUEZ

**To:** CDD Board of Supervisors

**From:** District Counsel (Jan Albanese Carpenter, Jay Lazarovich and Kristen Trucco)

**Re:** New Law Requiring Ethics Training for Elected Officials and Other Legislative Updates

**Date:** July 6, 2023

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We are providing you with information about a new law which affects all CDD Board of Supervisors, as elected local officers of independent special districts.

Beginning on January 1, 2024, Section 112.3142, *Florida Statutes*, requires each elected local officer of an independent special district and each person who is appointed to fill a vacancy for an unexpired term to complete **four (4) hours of ethics training each calendar year**. This ethics training must address, at a minimum: Section 8, Article II of the Florida Constitution; the Code of Ethics for Public Officers and Employees; and Florida's public records and public meetings laws. A copy of Section 112.3142, *Florida Statutes* is attached to this document.

The required ethics training may be satisfied by completion of a continuing legal education class or other continuing professional education class, seminar or presentation, so long as the required subject matter is covered. We strongly recommend that you keep track of all of the ethics training you complete since you will be required to self-certify on your annual Form 1 that you have completed the required ethics training for that year.

There are ethics training resources available online at no cost to you. Specifically, FLC University is offering a virtual training on July 12, 2023, that will fulfill the four (4) hour requirement (<https://register.gotowebinar.com/register/1108128928632648288>), and Florida's Commission on Ethics (the "Commission") has provided several video links and other resources on their website to assist you in meeting this new requirement (<https://ethics.state.fl.us/Training/Training.aspx>).

According to the Commission, training "hours" may be measured in 50-minute increments and a combination two hours of ethics training, one hour of open meetings training and one hour of public records training is sufficient to satisfy the four-hour requirement (See CEO 13-15 and CEO 13-24).

We recommended that you complete this training requirement by July 1<sup>st</sup> each year in order to verify your compliance with the law on your Form 1 (Statement of Financial Interests). For new

Supervisors, the Legislature intends for this ethics training to be completed as close as possible to the date of assuming office. For Supervisors elected or appointed on or before March 31<sup>st</sup> of any given year, the annual training is required to be completed on or before December 31<sup>st</sup>. For Supervisors assuming a new office after March 31<sup>st</sup>, ethics training is not required for the calendar year in which his/her term of office began.

Other Legislative Updates:

Concealed Carry: There was a change in the law regarding concealed carry of firearms; however, we would like to remind you that under Section 790.06 (12)(a)(7), *Florida Statutes*, open carry of a handgun, concealed weapons and firearms are still prohibited in meetings of the governing body of a special district.

Technology Transparency: Beginning July 1, 2023, Section 112.23, *Florida Statutes*, prohibits any officer of a district from communicating with a social media platform to request removal of content or accounts from a social media platform, as well as initiating or maintaining any agreements or working relationships with a social media platform for the purpose of content moderation. We recommend any CDDs that maintain a Facebook page or any other social media account refrain from the prohibited conduct, unless it meets one of the exceptions as listed under Section 112.23(4), *Florida Statutes*, such as routine account management, including, but not limited to, the removal or revision of the governmental entity's content or account or identification of accounts falsely posing as a governmental entity or officer; an attempt to remove content or an account that pertains to the commission of a crime or violation of Florida's public records law; or an investigation or inquiry related to an effort to prevent imminent bodily harm, loss of life or property damage.

Government and Corporate Activism: Beginning on July 1, 2023, Section 287.05701, *Florida Statutes*, prohibits requesting documentation or consideration of a vendor's social, political or ideological interests and giving preference to a vendor based on the same, when considering government contracts. This section further requires any solicitation for the procurement of contractual services by the governing body of a special district to include a provision notifying vendors of the provisions of this section.

Please feel free to contact the District Manager or our office should you have any questions on these new laws or their requirements.

***Thank you.***

## CHAPTER 2023-121

### Committee Substitute for House Bill No. 199

An act relating to ethics requirements for officers and employees of special tax districts; amending s. 112.313, F.S.; specifying that certain conduct by certain public officers and employees is deemed a conflict of interest; making technical changes; amending s. 112.3142, F.S.; requiring certain ethics training for elected local officers of independent special districts beginning on a specified date; specifying requirements for such training; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Subsection (7) of section 112.313, Florida Statutes, is amended to read:

112.313 Standards of conduct for public officers, employees of agencies, and local government attorneys.—

(7) CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP.—

(a) No public officer or employee of an agency shall have or hold any employment or contractual relationship with any business entity or any agency which is subject to the regulation of, or is doing business with, an agency of which he or she is an officer or employee, excluding those organizations and their officers who, when acting in their official capacity, enter into or negotiate a collective bargaining contract with the state or any municipality, county, or other political subdivision of the state; nor shall an officer or employee of an agency have or hold any employment or contractual relationship that will create a continuing or frequently recurring conflict between his or her private interests and the performance of his or her public duties or that would impede the full and faithful discharge of his or her public duties.

1. When the agency referred to is that certain kind of special tax district created by general or special law and is limited specifically to constructing, maintaining, managing, and financing improvements in the land area over which the agency has jurisdiction, or when the agency has been organized pursuant to chapter 298, then employment with, or entering into a contractual relationship with, such business entity by a public officer or employee of such agency ~~is shall~~ not be prohibited by this subsection or be deemed a conflict per se. However, conduct by such officer or employee that is prohibited by, or otherwise frustrates the intent of, this section, including conduct that violates subsections (6) and (8), is shall be deemed a conflict of interest in violation of the standards of conduct set forth by this section.

2. When the agency referred to is a legislative body and the regulatory power over the business entity resides in another agency, or when the regulatory power which the legislative body exercises over the business entity or agency is strictly through the enactment of laws or ordinances, then employment or a contractual relationship with such business entity by a public officer or employee of a legislative body shall not be prohibited by this subsection or be deemed a conflict.

(b) This subsection shall not prohibit a public officer or employee from practicing in a particular profession or occupation when such practice by persons holding such public office or employment is required or permitted by law or ordinance.

Section 2. Paragraphs (d) and (e) of subsection (2) of section 112.3142, Florida Statutes, are redesignated as paragraphs (e) and (f), respectively, present paragraph (e) of that subsection is amended, and a new paragraph (d) is added to that subsection, to read:

112.3142 Ethics training for specified constitutional officers, elected municipal officers, and commissioners of community redevelopment agencies, and elected local officers of independent special districts.—

(2)

(d) Beginning January 1, 2024, each elected local officer of an independent special district, as defined in s. 189.012, and each person who is appointed to fill a vacancy for an unexpired term of such elective office must complete 4 hours of ethics training each calendar year which addresses, at a minimum, s. 8, Art. II of the State Constitution, the Code of Ethics for Public Officers and Employees, and the public records and public meetings laws of this state. This requirement may be satisfied by completion of a continuing legal education class or other continuing professional education class, seminar, or presentation, if the required subject matter is covered by such class, seminar, or presentation.

(f)(e) The Legislature intends that a constitutional officer, ~~or~~ elected municipal officer, or elected local officer of an independent special district who is required to complete ethics training pursuant to this section receive the required training as close as possible to the date that he or she assumes office. A constitutional officer, ~~or~~ elected municipal officer, or elected local officer of an independent special district assuming a new office or new term of office on or before March 31 must complete the annual training on or before December 31 of the year in which the term of office began. A constitutional officer, ~~or~~ elected municipal officer, or elected local officer of an independent special district assuming a new office or new term of office after March 31 is not required to complete ethics training for the calendar year in which the term of office began.

Section 3. This act shall take effect July 1, 2023.

Approved by the Governor May 24, 2023.

Filed in Office Secretary of State May 24, 2023.

## SECTION B

# SECTION 1



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

ORLANDO OFFICE  
431 E. Horatio  
Ave., Unit 260  
Maitland, FL 32751  
407.362.5929

June 6, 2023

Mr. George S. Flint, District Manager  
Old Hickory Community Development District  
Government Management Services - Central Florida, LLC  
219 East Livingston Street  
Orlando, FL 32801

**RE: Master Trust Indenture  
Old Hickory Community Development District  
Annual Project Report**

Dear Mr. Flint:

In accordance with section 9.21 of the Old Hickory Community Development District's Master Trust Indenture, an annual inspection is required to report on whether the project is being maintained in good repair, working order, and condition.

This letter is to confirm that Hamilton Engineering & Surveying, LLC inspected the facilities that are owned and maintained by the District on June 1, 2023. Based on this inspection, the constructed portions of the project are in good condition and are well maintained. No deficiencies were observed within the master stormwater management system that would preclude its normal operation. Minor maintenance items have been identified and a list has been sent to the District Manager for review and completion. Generally, the project is in excellent condition.

We reviewed the Operation and Maintenance budget for Fiscal Year 2023 and believe that it is sufficient for the proper operation and maintenance of the District's infrastructure. Regarding property insurance, we have reviewed the current policy coverage and limits and believe this to be adequate for the community.

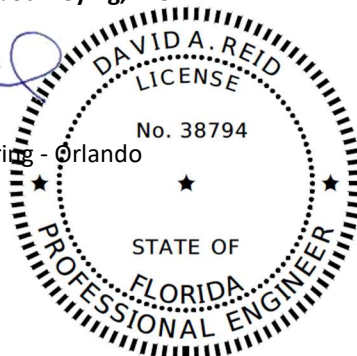
If you have any questions or concerns, please do not hesitate to contact my office.

Sincerely,

**Hamilton Engineering & Surveying, LLC**

**David A. Reid, PE**

VP, Director of Engineering - Orlando





## SECTION 2



**Fremont-Wright, LLC**  
813 Ridge Lake Blvd.  
Memphis, TN 38120  
Phone: (901) 425-9204  
[www.fremontwright.com](http://www.fremontwright.com)

June 28, 2023

Stoneybrook South at ChampionsGate Community Development District  
Stoneybrook South Community Development District  
Shingle Creek Community Development District  
Shingle Creek at Bronson Community Development District  
Old Hickory Community Development District  
Knightsbridge Community Development District

219 E. Livingston Street  
Orlando, FL 32801  
Attn: District Manager

Latham, Luna, Eden & Beaudine  
201 S. Orange Avenue, Suite 1400  
Orlando, Florida 32801  
Attn: Jan A. Carpenter

To Whom It May Concern:

On June 3, 2019, Stoneybrook South at ChampionsGate Community Development District (the "District") entered an Agreement for Professional Engineering Services with Hamilton Engineering & Surveying, Inc. ("Agreement"). Hamilton Engineering & Surveying, Inc. ("Hamilton") is a wholly owned subsidiary of Fremont-Wright, LLC ("Fremont-Wright"), which owns various architecture, engineering, and surveying companies across the country. Fremont-Wright recently transferred some of the Hamilton employees to an affiliate, Madden, Moorhead, & Stokes, LLC ("MMS"), which is also a wholly owned subsidiary of Fremont-Wright. Accordingly, we are writing to request that the District consent in writing pursuant to Article 21 of the Agreement to an assignment of the Agreement from Hamilton to MMS. There will be no change or disruption in the professionals working on the project. The sole reason for this request is for billing and accounting efficiency, as the alternative is for Hamilton to enter a subcontractor agreement with MMS for the ongoing project. Thank you in advance for the consideration, and please let me know if any additional information is needed.

Sincerely,

Geoff Wyonzek  
Chief Operating Officer  
Fremont-Wright, LLC

# SECTION C

# SECTION 1

# Old Hickory

## Community Development District

### Summary of Checks

April 25, 2023 to July 31, 2023

Bank	Date	Check #	Amount
General Fund	5/10/23	250-253	\$ 20,142.74
	5/16/23	254-257	\$ 2,094.41
	5/31/23	258-261	\$ 37,902.16
	6/14/23	262-266	\$ 18,690.60
	6/21/23	267	\$ 2,540.54
	7/12/23	268-271	\$ 16,825.54
	7/13/23	272	\$ 4,860.45
	7/18/23	273-274	\$ 1,130.89
			<hr/>
			\$ 104,187.33
Payroll Fund	<u>May 2023</u>		
	Adam Morgan	'50037	\$ 184.70
	D. Lane Register	50038	\$ 184.70
	Jarred Cornell	50039	\$ 184.70
	Juan Vasquez	50040	\$ 184.70
	Patrick Bonin Jr.	50041	\$ 184.70
			<hr/>
			\$ 923.50
			<hr/>
			<b>\$ 105,110.83</b>

AP300R		YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER										RUN 7/31/23		PAGE 1	
*** CHECK DATES 04/25/2023 - 07/31/2023 ***		OLD HICKORY - GENERAL FUND													
		BANK A GENERAL FUND													

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
5/10/23	00010	4/30/23 211072	202304 320-53800-47000		*	1,334.00	
		AQUATIC PLANT MGMT APR23		APPLIED AQUATICS MANAGEMENT INC			1,334.00 000250
5/10/23	00009	5/01/23 18571	202305 320-53800-46200		*	11,301.00	
		LAWN MAINTENANCE MAY23		FLORALAWN 2, LLC			11,301.00 000251
5/10/23	00001	5/01/23 67	202305 310-51300-34000		*	3,062.50	
		MANAGEMENT FEES MAY23					
		5/01/23 67	202305 310-51300-35300		*	66.67	
		WEBSITE ADMIN MAY23					
		5/01/23 67	202305 310-51300-35100		*	108.33	
		INFORMATION TECH MAY23					
		5/01/23 67	202305 310-51300-31300		*	291.67	
		DISSEMINATION FEE MAY23					
		5/01/23 67	202305 310-51300-51000		*	.12	
		OFFICE SUPPLIES					
		5/01/23 67	202305 310-51300-42000		*	7.99	
		POSTAGE					
		5/01/23 68	202305 320-53800-12000		*	1,312.50	
		FIELD MANAGEMENT MAY23		GOVERNMENTAL MANAGEMENT SERVICES			4,849.78 000252
5/10/23	00012	5/10/23 05102023	202305 300-20700-10000		*	2,657.96	
		FY23 SPCL ASMT SER2020		OLD HICKORY CDD C/O USBANK			2,657.96 000253
5/16/23	00009	3/29/23 17766	202303 320-53800-46400		*	458.41	
		RPR 6NOZZLE/6POPOP SPRAYS		FLORALAWN 2, LLC			458.41 000254
5/16/23	00001	3/31/23 69	202303 320-53800-49000		*	1,050.00	
		INST.6K GAMBUSIA/GR.SHRMP		GOVERNMENTAL MANAGEMENT SERVICES			1,050.00 000255
5/16/23	00004	5/05/23 70014	202304 310-51300-31100		*	480.00	
		ANNUAL ENGINEER RPT-FIELD		HAMILTON ENGINEERING & SURVEYING			480.00 000256
5/16/23	00002	5/03/23 113226	202304 310-51300-31500		*	106.00	
		REV.TASK LST/AGDA FOR MTG		LATHUM, LUNA, EDEN & BEAUDINE			106.00 000257
5/31/23	00009	5/18/23 18727	202304 320-53800-46400		*	247.05	
		RPR 11NOZZLE/12SPRAY HEAD		FLORALAWN 2, LLC			247.05 000258
OLDH OLD HICKORY CD TVISCARRA							

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
5/31/23	99999	5/31/23	VOID 202305 000-00000-00000 VOID CHECK		C	.00	
*****INVALID VENDOR NUMBER*****							.00 000259
5/31/23	99999	5/31/23	VOID 202305 000-00000-00000 VOID CHECK		C	.00	
*****INVALID VENDOR NUMBER*****							.00 000260
5/31/23	00013	5/27/22	72878236 202205 320-53800-43100 0 NOLTE RD - MAY22		*	974.78	
		5/27/22	72878236 202205 320-53800-43100 5441 PRESERVE BLVD-MAY22		*	1,884.22	
		6/29/22	72878236 202206 320-53800-43100 0 NOLTE RD - JUN22		*	981.83	
		6/29/22	72878236 202206 320-53800-43100 5441 PRESERVE BLVD-JUN22		*	1,899.88	
		6/29/22	72878236 202206 320-53800-43100 LATE PAYMENT CHARGE		*	42.89	
		7/29/22	72878236 202207 320-53800-43100 0 NOLTE RD - JUL22		*	978.93	
		7/29/22	72878236 202207 320-53800-43100 5441 PRESERVE BLVD-JUL22		*	1,893.44	
		7/29/22	72878236 202207 320-53800-43100 LATE PAYMENT CHARGE		*	86.75	
		8/29/22	72878236 202208 320-53800-43100 0 NOLTE RD - AUG22		*	979.89	
		8/29/22	72878236 202208 320-53800-43100 5441 PRESERVE BLVD-AUG22		*	1,895.57	
		8/29/22	72878236 202208 320-53800-43100 LATE PAYMENT CHARGE		*	131.14	
		9/29/22	72878236 202209 320-53800-43100 0 NOLTE RD - SEP22		*	979.89	
		9/29/22	72878236 202209 320-53800-43100 5441 PRESERVE RD-SEP22		*	1,895.57	
		9/29/22	72878236 202209 320-53800-43100 LATE PAYMENT CHARGE		*	176.24	
		10/28/22	72878236 202210 320-53800-43100 0 NOLTE RD - OCT22		*	982.99	
		10/28/22	72878236 202210 320-53800-43100 5441 PRESERVE BLVD-OCT22		*	1,902.44	
		10/28/22	72878236 202210 320-53800-43100 LATE PAYMENT CHARGE		*	222.02	
		12/29/22	72878236 202212 320-53800-43100 0 NOLTE RD - DEC22		*	982.99	
		12/29/22	72878236 202212 320-53800-43100 5441 PRESERVE BLVD-DEC22		*	1,902.44	

OLDH OLD HICKORY CD TVISCARRA

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
12/29/22		72878236	202212 320-53800-43100	LATE PAYMENT CHARGE	*	316.16	
1/30/23		72878236	202301 320-53800-43100	0 NOLTE RD - JAN23	*	994.32	
1/30/23		72878236	202301 320-53800-43100	5441 PRESERVE BLVD-JAN23	*	1,926.44	
1/30/23		72878236	202301 320-53800-43100	LATE PAYMENT CHARGE	*	364.18	
2/28/23		72878236	202302 320-53800-43100	0 NOLTE RD - FEB23	*	990.54	
2/28/23		72878236	202302 320-53800-43100	5441 PRESERVE BLVD-FEB23	*	256.13	
2/28/23		72878236	202302 320-53800-43100	LATE PAYMENT CHARGE	*	413.46	
4/01/23		72878236	202303 320-53800-43100	0 NOLTE RD - MAR23	*	991.80	
4/01/23		72878236	202303 320-53800-43100	5441 PRESERVE BLVD-MAR23	*	3,582.80	
4/01/23		72878236	202303 320-53800-43100	LATE PAYMENT CHARGE	*	434.52	
4/27/23		72878236	202304 320-53800-43100	0 NOLTE RD - APR23	*	990.54	
4/27/23		72878236	202304 320-53800-43100	5441 PRESERVE BLVD-APR23	*	1,918.07	
4/27/23		72878236	202304 320-53800-43100	LATE PAYMENT CHARGE	*	513.50	
11/30/23		72878236	202211 320-53800-43100	0 NOLTE RD - NOV22	*	987.56	
11/30/23		72878236	202211 320-53800-43100	5441 PRESERVE BLVD-NOV22	*	1,912.56	
11/30/23		72878236	202211 320-53800-43100	LATE PAYMENT CHARGE	*	268.63	
ORLANDO UTILITIES COMMISSION						37,655.11	000261
6/14/23	00010	5/31/23 211726	202305 320-53800-47000	AQUATIC PLANT MGMT MAY23	*	1,334.00	
APPLIED AQUATICS MANAGEMENT INC						1,334.00	000262
6/14/23	00009	6/01/23 18960	202306 320-53800-46200	LAWN MAINTENANCE JUN23	*	11,301.00	
FLORALAWN 2, LLC						11,301.00	000263
6/14/23	00001	6/01/23 71	202306 310-51300-34000	MANAGEMENT FEES JUN23	*	3,062.50	
		6/01/23 71	202306 310-51300-35300	WEBSITE ADMIN JUN23	*	66.67	

OLDH OLD HICKORY CD TVISCARRA



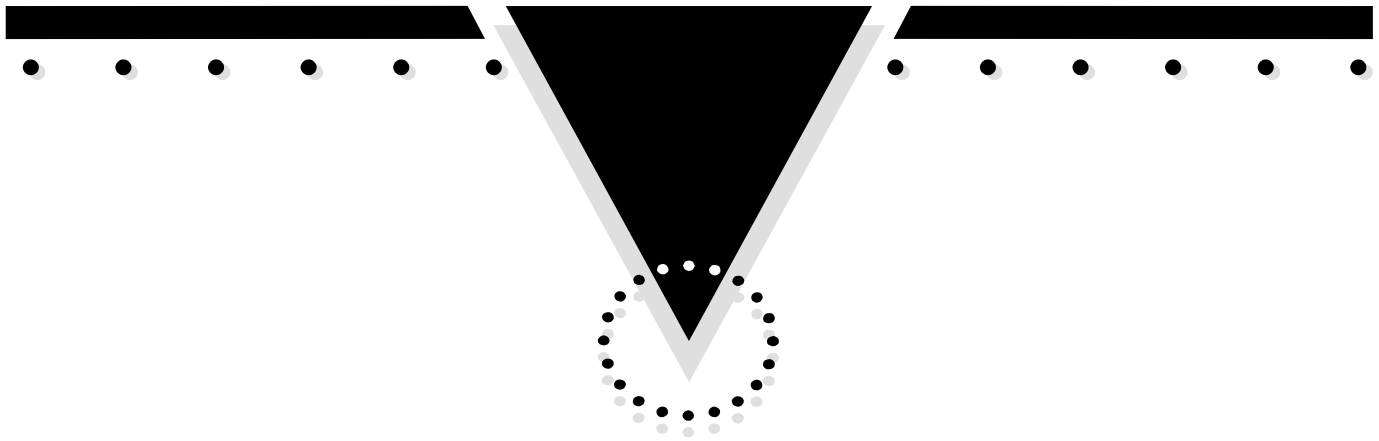
OLD HICKORY - GENERAL FUND  
BANK A GENERAL FUND

CHECK DATE	VEND#	.....INVOICE..... DATE	EXPENSED TO... INVOICE	YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT	#
		6/01/23	71	202306	310-51300-35100					*	108.33		
			INFORMATION TECH JUN23										
		6/01/23	71	202306	310-51300-31300					*	291.67		
			DISSEMINATION FEE JUN23										
		6/01/23	71	202306	310-51300-51000					*	.45		
			OFFICE SUPPLIES										
		6/01/23	71	202306	310-51300-42000					*	15.59		
			POSTAGE										
		6/01/23	71	202306	310-51300-42500					*	5.40		
			COPIES										
		6/01/23	72	202306	320-53800-12000					*	1,312.50		
			FIELD MANAGEMENT JUN23										
		6/01/23	72A	202304	310-51300-42000					*	1.14		
			USPS-POSTAGE FOR 941 FORM										
									GOVERNMENTAL MANAGEMENT SERVICES			4,864.25	000264
6/14/23	00002	6/05/23	115108	202305	310-51300-31500					*	344.50		
			MTG/NOT.OF TERM/COMMENCE										
									LATHUM, LUNA, EDEN & BEAUDINE			344.50	000265
6/14/23	00012	6/12/23	06122023	202306	300-20700-10000					*	846.85		
			FY23 SPCL ADMNT SER2020										
									OLD HICKORY CDD C/O USBANK			846.85	000266
6/21/23	00012	6/16/23	06162023	202306	300-20700-10000					*	2,540.54		
			FY23 SPCL ASMNT SER2020										
									OLD HICKORY CDD C/O USBANK			2,540.54	000267
7/12/23	00010	6/30/23	212351	202306	320-53800-47000					*	1,334.00		
			AQUATIC PLANT MGMT JUN23										
									APPLIED AQUATICS MANAGEMENT INC			1,334.00	000268
7/12/23	00016	6/23/23	5312	202306	320-53800-47100					*	1,500.00		
			POUR CONCRETE PAD/BIKE RK										
									BERRY CONSTRUCTION INC.			1,500.00	000269
7/12/23	00009	6/26/23	19249	202305	320-53800-46400					*	190.54		
			RPR SPRAY HEAD/ROTATR/NOZ										
		7/01/23	19578	202307	320-53800-46200					*	11,301.00		
			LAWN MAINTENANCE JUL23										
									FLORALAWN 2, LLC			11,491.54	000270
7/12/23	00011	5/02/23	24088	202304	310-51300-32200					*	1,000.00		
			FY22 AUDIT FEE - APR23										
		6/02/23	24260	202305	310-51300-32200					*	1,500.00		
			FY22 AUDIT FEE - FINAL										
									GRAU AND ASSOCIATES			2,500.00	000271
									OLDH OLD HICKORY CD TVISCARRA				

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
7/13/23	00001	7/01/23	73 202307 310-51300-34000	MANAGEMENT FEES JUL23	*	3,062.50	
		7/01/23	73 202307 310-51300-35300	WEBSITE ADMIN JUL23	*	66.67	
		7/01/23	73 202307 310-51300-35100	INFORMATION TECH JUL23	*	108.33	
		7/01/23	73 202307 310-51300-31300	DISSEMINATION FEE JUL23	*	291.67	
		7/01/23	73 202307 310-51300-51000	OFFICE SUPPLIES	*	.30	
		7/01/23	73 202307 310-51300-42000	POSTAGE	*	14.58	
		7/01/23	73 202307 310-51300-42500	COPIES	*	3.90	
		7/01/23	74 202307 320-53800-12000	FIELD MANAGEMENT JUL23	*	1,312.50	
GOVERNMENTAL MANAGEMENT SERVICES							4,860.45 000272
7/18/23	00021	7/18/23	9075572 202307 310-51300-42500	DATA CONVERSION/UPDT/DUPE	*	195.00	
		7/18/23	9075572 202307 310-51300-42000	BLACK/WHITE PRINTING MRGE	*	83.16	
		7/18/23	9075572 202307 310-51300-51000	396 RETURN ADDRESS ENVELP	*	60.19	
		7/18/23	9075572 202307 310-51300-42000	396 POSTAGE	*	261.36	
TRIPLE HERITAGE LLC DBA							599.71 000273
7/18/23	00002	7/05/23	118613 202306 310-51300-31500	FY22AUDIT RPT/PRP ETHICS	*	531.18	
LATHUM, LUNA, EDEN & BEAUDINE							531.18 000274
TOTAL FOR BANK A						104,187.33	
TOTAL FOR REGISTER						104,187.33	

OLDH OLD HICKORY CD TVISCARRA

## SECTION 2



# **Old Hickory**

## **Community Development District**

**Unaudited Financial Reporting**

**June 30, 2023**



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6	<hr/> FY23 ASSESSMENT RECEIPT SCHEDULE

**Old Hickory**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**BALANCE SHEET**  
**June 30, 2023**

	General Fund	Debt Service Fund	Total 2023
<b><u>ASSETS:</u></b>			
CASH	\$308,861	---	\$308,861
<b><u>INVESTMENTS</u></b>			
SERIES 2020			
RESERVE	---	\$177,750	\$177,750
REVENUE	---	\$137,843	\$137,843
PREPAYMENT	---	\$4,004	\$4,004
<b>TOTAL ASSETS</b>	<b>\$308,861</b>	<b>\$319,597</b>	<b>\$628,458</b>
<b><u>LIABILITIES:</u></b>			
ACCOUNTS PAYABLE	\$6,056	---	\$6,056
<b><u>FUND EQUITY:</u></b>			
FUND BALANCES:			
RESTRICTED FOR DEBT SERVICE	---	\$319,597	\$319,597
UNASSIGNED	\$302,806	---	\$302,806
<b>TOTAL LIABILITIES &amp; FUND EQUITY</b>	<b>\$308,861</b>	<b>\$319,597</b>	<b>\$628,458</b>

# Old Hickory

## COMMUNITY DEVELOPMENT DISTRICT

### GENERAL FUND

#### Statement of Revenues & Expenditures

For The Period Ending June 30, 2023

	ADOPTED BUDGET	PRORATED BUDGET THRU 6/30/23	ACTUAL THRU 6/30/23	VARIANCE
<b><u>REVENUES:</u></b>				
SPECIAL ASSESSMENTS	\$427,829	\$427,829	\$429,123	\$1,294
<b>TOTAL REVENUES</b>	<b>\$427,829</b>	<b>\$427,829</b>	<b>\$429,123</b>	<b>\$1,294</b>
<b><u>EXPENDITURES:</u></b>				
<b><u>ADMINISTRATIVE:</u></b>				
SUPERVISOR FEES	\$12,000	\$9,000	\$3,800	\$5,200
FICA EXPENSE	\$918	\$689	\$291	\$398
ENGINEERING	\$12,000	\$9,000	\$5,050	\$3,950
ATTORNEY	\$25,000	\$18,750	\$2,786	\$15,964
ARBITRAGE	\$450	\$450	\$450	\$0
DISSEMINATION	\$3,500	\$2,625	\$2,625	(\$0)
ANNUAL AUDIT	\$4,500	\$4,500	\$5,000	(\$500)
TRUSTEE FEES	\$4,100	\$4,100	\$4,041	\$59
ASSESSMENT ADMINISTRATION	\$5,000	\$5,000	\$5,000	\$0
MANAGEMENT FEES	\$36,750	\$27,563	\$27,563	\$0
INFORMATION TECHNOLOGY	\$1,300	\$975	\$975	\$0
WEBSITE MAINTENANCE	\$800	\$600	\$600	(\$0)
TELEPHONE	\$300	\$225	\$0	\$225
POSTAGE	\$1,000	\$750	\$502	\$248
INSURANCE	\$6,325	\$6,325	\$5,645	\$680
PRINTING & BINDING	\$1,000	\$750	\$53	\$697
LEGAL ADVERTISING	\$2,500	\$1,875	\$797	\$1,078
OTHER CURRENT CHARGES	\$1,000	\$750	\$401	\$349
OFFICE SUPPLIES	\$625	\$469	\$3	\$466
PROPERTY APPRAISER	\$0	\$0	\$451	(\$451)
DUES, LICENSES & SUBSCRIPTIONS	\$175	\$175	\$175	\$0
<b>TOTAL ADMINISTRATIVE</b>	<b>\$119,243</b>	<b>\$94,570</b>	<b>\$66,206</b>	<b>\$28,363</b>
<b><u>FIELD:</u></b>				
FIELD SERVICES	\$15,750	\$11,813	\$11,813	\$0
PROPERTY INSURANCE	\$1,525	\$1,525	\$1,398	\$127
ELECTRIC	\$1,500	\$1,125	\$295	\$830
STREETLIGHTS	\$93,025	\$69,769	\$56,925	\$12,844
WATER & SEWER	\$20,000	\$15,000	\$14,658	\$342
LANDSCAPE MAINTENANCE	\$143,280	\$107,460	\$81,850	\$25,610
LANDSCAPE CONTINGENCY	\$2,500	\$1,875	\$1,050	\$825
LAKE MAINTENANCE	\$16,006	\$12,005	\$12,006	(\$2)
IRRIGATION REPAIRS	\$5,000	\$3,750	\$2,466	\$1,284
REPAIRS & MAINTENANCE	\$2,500	\$1,875	\$2,065	(\$190)
WALLS, ENTRY & MONUMENTS	\$2,500	\$1,875	\$0	\$1,875
CONTINGENCY	\$5,000	\$3,750	\$1,050	\$2,700
<b>TOTAL FIELD</b>	<b>\$308,586</b>	<b>\$231,821</b>	<b>\$185,575</b>	<b>\$46,246</b>
<b>TOTAL EXPENDITURES</b>	<b>\$427,829</b>	<b>\$326,391</b>	<b>\$251,781</b>	<b>\$74,609</b>
<b>EXCESS REVENUES (EXPENDITURES)</b>	<b>\$0</b>		<b>\$177,342</b>	
<b>FUND BALANCE - Beginning</b>	<b>\$0</b>		<b>\$125,464</b>	
<b>FUND BALANCE - Ending</b>	<b>\$0</b>		<b>\$302,806</b>	

# Old Hickory

## COMMUNITY DEVELOPMENT DISTRICT

### DEBT SERVICE FUND

#### SERIES 2020

#### Statement of Revenues & Expenditures

For The Period Ending June 30, 2023

	ADOPTED BUDGET	PRORATED BUDGET THRU 6/30/23	ACTUAL THRU 6/30/23	VARIANCE
<b><u>REVENUES:</u></b>				
SPECIAL ASSESMENTS	\$356,100	\$356,100	\$356,387	\$287
INTEREST	\$75	\$56	\$12,314	\$12,258
<b>TOTAL REVENUES</b>	<b>\$356,175</b>	<b>\$356,156</b>	<b>\$368,701</b>	<b>\$12,545</b>
<b><u>EXPENDITURES:</u></b>				
INTEREST - 12/15	\$113,363	\$113,163	\$113,163	\$0
PRINCIPAL - 06/15	\$130,000	\$130,000	\$130,000	\$0
INTEREST - 06/15	\$113,363	\$113,163	\$113,163	\$0
<b>TOTAL EXPENDITURES</b>	<b>\$356,725</b>	<b>\$356,325</b>	<b>\$356,325</b>	<b>\$0</b>
<b>EXCESS REVENUES (EXPENDITURES)</b>	<b>(\$550)</b>		<b>\$12,376</b>	
<b>FUND BALANCE - Beginning</b>	<b>\$122,564</b>		<b>\$307,220</b>	
<b>FUND BALANCE - Ending</b>	<b>\$122,014</b>		<b>\$319,597</b>	



## Old Hickory Community Development District

### REVENUES:

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Total
SPECIAL ASSESSMENTS	\$0	\$20,872	\$329,783	\$2,605	\$67,095	\$980	\$649	\$3,059	\$4,079	\$0	\$0	\$0	\$429,123
<b>TOTAL REVENUES</b>	<b>\$0</b>	<b>\$20,872</b>	<b>\$329,783</b>	<b>\$2,605</b>	<b>\$67,095</b>	<b>\$980</b>	<b>\$649</b>	<b>\$3,059</b>	<b>\$4,079</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$429,123</b>

### EXPENDITURES:

#### ADMINISTRATIVE:

SUPERVISOR FEES	\$1,000	\$1,000	\$0	\$0	\$800	\$0	\$0	\$1,000	\$0	\$0	\$0	\$0	\$3,800
FICA EXPENSE	\$77	\$77	\$0	\$0	\$61	\$0	\$0	\$77	\$0	\$0	\$0	\$0	\$291
ENGINEERING	\$120	\$850	\$0	\$2,295	\$1,305	\$0	\$480	\$0	\$0	\$0	\$0	\$0	\$5,050
ATTORNEY	\$370	\$446	\$0	\$159	\$830	\$0	\$106	\$345	\$531	\$0	\$0	\$0	\$2,786
ARBITRAGE	\$0	\$450	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$450
DISSEMINATION	\$292	\$292	\$292	\$292	\$292	\$292	\$292	\$292	\$292	\$0	\$0	\$0	\$2,625
ANNUAL AUDIT	\$0	\$0	\$2,000	\$0	\$0	\$500	\$1,000	\$1,500	\$0	\$0	\$0	\$0	\$5,000
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	\$3,063	\$3,063	\$3,063	\$3,063	\$3,063	\$3,063	\$0	\$0	\$0	\$27,563
INFORMATION TECHNOLOGY	\$108	\$108	\$108	\$108	\$108	\$108	\$108	\$108	\$108	\$0	\$0	\$0	\$975
WEBSITE ADMINISTRATION	\$67	\$67	\$67	\$67	\$67	\$67	\$67	\$67	\$67	\$0	\$0	\$0	\$600
TELEPHONE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
POSTAGE	\$412	\$4	\$8	\$3	\$17	\$13	\$22	\$8	\$16	\$0	\$0	\$0	\$502
INSURANCE	\$5,645	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,645
PRINTING & BINDING	\$8	\$13	\$2	\$0	\$0	\$26	\$0	\$0	\$5	\$0	\$0	\$0	\$53
LEGAL ADVERTISING	\$797	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$797
OTHER CURRENT CHARGES	\$47	\$39	\$39	\$74	\$38	\$39	\$47	\$39	\$39	\$0	\$0	\$0	\$401
OFFICE SUPPLIES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3
PROPERTY APPRAISER	\$0	\$0	\$0	\$0	\$0	\$451	\$0	\$0	\$0	\$0	\$0	\$0	\$451
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	\$1,313	\$1,313	\$1,313	\$1,313	\$1,313	\$1,313	\$0	\$0	\$0	\$11,813
PROPERTY INSURANCE	\$1,398	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,398
ELECTRIC	\$35	\$34	\$35	\$36	\$29	\$52	\$25	\$25	\$24	\$0	\$0	\$0	\$295
STREETLIGHTS	\$8,132	\$8,212	\$8,279	\$8,349	\$1,660	\$9,118	\$3,397	\$4,909	\$4,869	\$0	\$0	\$0	\$56,925
WATER & SEWER	\$939	\$909	\$1,374	\$1,426	\$986	\$2,125	\$1,689	\$2,360	\$2,850	\$0	\$0	\$0	\$14,658
LANDSCAPE MAINTENANCE	\$8,464	\$8,464	\$8,464	\$8,464	\$8,464	\$8,464	\$8,464	\$11,301	\$11,301	\$0	\$0	\$0	\$81,850
LANDSCAPE CONTINGENCY	\$0	\$1,050	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,050
LAKE MAINTENANCE	\$1,334	\$1,334	\$1,334	\$1,334	\$1,334	\$1,334	\$1,334	\$1,334	\$1,334	\$0	\$0	\$0	\$12,006
IRRIGATION REPAIRS	\$181	\$89	\$194	\$143	\$964	\$458	\$247	\$191	\$0	\$0	\$0	\$0	\$2,466
REPAIRS & MAINTENANCE	\$0	\$0	\$0	\$0	\$565	\$0	\$0	\$0	\$1,500	\$0	\$0	\$0	\$2,065
WALLS, ENTRY & MONUMENTS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CONTINGENCY	\$0	\$0	\$0	\$0	\$0	\$1,050	\$0	\$0	\$0	\$0	\$0	\$0	\$1,050

<b>TOTAL EXPENDITURES</b>	<b>\$38,975</b>	<b>\$31,852</b>	<b>\$26,571</b>	<b>\$27,123</b>	<b>\$21,897</b>	<b>\$28,471</b>	<b>\$21,653</b>	<b>\$27,928</b>	<b>\$27,312</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$251,781</b>
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<b>EXCESS REVENUES (EXPENDITURES)</b>	<b>(\$38,975)</b>	<b>(\$10,979)</b>	<b>\$303,213</b>	<b>(\$24,518)</b>	<b>\$45,198</b>	<b>(\$27,491)</b>	<b>(\$21,004)</b>	<b>(\$24,869)</b>	<b>(\$23,233)</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$177,342</b>
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**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	\$177,750	
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)
LESS: PRINCIPAL PAYMENT 06/15/23		(\$130,000)
CURRENT BONDS OUTSTANDING		<b>\$5,860,000</b>

**OLD HICKORY  
COMMUNITY DEVELOPMENT DISTRICT**

**SPECIAL ASSESSMENT RECEIPTS - FY2023**

**TAX COLLECTOR**

Gross Assessments \$ 833,127 \$ 455,136 \$ 377,991  
Net Assessments \$ 783,139 \$ 427,828 \$ 355,312

Date Received	Dist.	Gross Assessments Received	Discounts/ Penalties	Commissions Paid	Interest Income	Net Amount Received	General Fund 54.63%	Debt Service Series 2020 45.37%	Total 100%
11/18/22	ACH	\$ 1,802.30	\$ 94.62	\$ 34.15	\$ -	\$ 1,673.53	\$ 914.25	\$ 759.28	\$ 1,673.53
11/22/22	ACH	\$ 38,832.15	\$ 1,553.31	\$ 745.58	\$ -	\$ 36,533.26	\$ 19,958.06	\$ 16,575.20	\$ 36,533.26
12/9/22	ACH	\$ 641,655.05	\$ 25,666.31	\$ 12,319.78	\$ -	\$ 603,668.96	\$ 329,783.32	\$ 273,885.64	\$ 603,668.96
1/10/23	ACH	\$ 3,698.30	\$ 110.94	\$ 71.74	\$ -	\$ 3,515.62	\$ 1,920.58	\$ 1,595.04	\$ 3,515.62
1/10/23	ACH	\$ 948.00	\$ 28.44	\$ 18.39	\$ -	\$ 901.17	\$ 492.31	\$ 408.86	\$ 901.17
1/24/23	ACH	\$ -	\$ -	\$ -	\$ 352.34	\$ 352.34	\$ 192.48	\$ 159.86	\$ 352.34
2/9/23	ACH	\$ 130,449.67	\$ 5,125.60	\$ 2,506.49	\$ -	\$ 122,817.58	\$ 67,095.03	\$ 55,722.55	\$ 122,817.58
3/10/23	ACH	\$ 1,849.15	\$ 18.49	\$ 36.61	\$ -	\$ 1,794.05	\$ 980.09	\$ 813.96	\$ 1,794.05
4/11/23	ACH	\$ 948.00	\$ -	\$ 18.96	\$ -	\$ 929.04	\$ 507.53	\$ 421.51	\$ 929.04
4/24/23	ACH	\$ -	\$ -	\$ -	\$ 258.81	\$ 258.81	\$ 141.39	\$ 117.42	\$ 258.81
5/10/23	ACH	\$ 5,713.86	\$ -	\$ 114.28	\$ -	\$ 5,599.58	\$ 3,059.04	\$ 2,540.54	\$ 5,599.58
6/12/23	ACH	\$ 1,904.62	\$ -	\$ 38.09	\$ -	\$ 1,866.53	\$ 1,019.68	\$ 846.85	\$ 1,866.53
6/16/23	ACH	\$ 5,713.87	\$ -	\$ 114.28	\$ -	\$ 5,599.59	\$ 3,059.05	\$ 2,540.54	\$ 5,599.59
<b>Totals</b>		\$ 833,514.97	\$ 32,597.71	\$ 16,018.35	\$ 611.15	\$ 785,510.06	\$ 429,122.80	\$ 356,387.26	\$ 785,510.06

## SECTION 3



MARY JANE ARRINGTON  
OSCEOLA COUNTY SUPERVISOR OF ELECTIONS

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April 25, 2023

Ms. Stacie Vanderbilt  
Recording Secretary  
Old Hickory Community Development District  
219 E. Livingston St.  
Orlando, FL 32801

RE: Old Hickory Community Development District – Registered Voters

Dear Ms. Vanderbilt:

Thank you for your letter requesting confirmation of the number of registered voters within the Old Hickory Community Development District as of April 15, 2023.

The number of registered voters within the Old Hickory CDD is 605 as of April 15, 2023.

If I can be of further assistance, please contact me at 407.742.6000.

Respectfully yours,

A handwritten signature in blue ink that reads "Mj Arrington".

Mary Jane Arrington  
Supervisor of Elections

RECEIVED

APR 28 2023

GMS-CF, LLC

Vote  
Osceola

## SECTION 4

**BOARD OF SUPERVISORS MEETING DATES  
OLD HICKORY COMMUNITY DEVELOPMENT DISTRICT  
FISCAL YEAR 2024**

The Board of Supervisors of the **Old Hickory Community Development District** will hold their regular meetings for Fiscal Year 2024 at 10:30 a.m., at the Oasis Club at ChampionsGate, 1520 Oasis Club Blvd., ChampionsGate, FL 33896, on the third Monday of the month, unless otherwise indicated, as follows:

**October 16, 2023**

**November 20, 2023**

**December 18, 2023**

**January 15, 2024 (*National Holiday - Consider Rescheduling*)**

**February 19, 2024**

**March 18, 2024**

**April 15, 2024**

**May 20, 2024**

**June 17, 2024**

**July 15, 2024**

**August 19, 2024**

**September 16, 2024**

The meetings are open to the public and will be conducted in accordance with the provision of Florida Law for Community Development Districts. The meetings may be continued to a date, time, and place to be specified on the record at the meeting. A copy of the agenda for these meetings may be obtained from the District Manager, Governmental Management Services - Central Florida, LLC, 219 E. Livingston Street, Orlando, FL 32801 or by calling (407) 841-5524.

There may be occasions when one or more Supervisors or staff will participate by speaker telephone. Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (407) 841-5524 at least 48 hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Office.

A person who decides to appeal any decision made at the meeting with respect to any matter considered at the 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  
District Manager  
Governmental Management Services - Central Florida, LLC