

Forest Lake Community Development District



ADVANCED MEETING PACKAGE

REGULAR MEETING

DATE / TIME:

Thursday, August 14, 2025
1:30 P.M.

LOCATION:

Davenport City Hall
1 S Allapaha Ave.
Davenport, FL 33837



*Note: The Advanced Meeting Package is a working document and thus all materials are considered **DRAFTS** prior to presentation and Board acceptance, approval, or adoption.*

**FOREST LAKE
COMMUNITY DEVELOPMENT DISTRICT**

**c/o Anchor Stone
255 Primera Boulevard, Suite 160
Lake Mary, FL 32746**



Board of Supervisors
Forest Lake Community Development District.

Dear Supervisors:

A Meeting of the Board of Supervisors of the Forest Lake Community Development District is scheduled for **Thursday, August 14, 2025**, at **1:30 P.M.** at the **Davenport City Hall, 1 S Allapaha Ave., Davenport, FL 33837.**

The advanced copy of the agenda for the meeting is attached along with associated documentation for your review and consideration. Any additional support material will be distributed at the meeting.

The agenda items are for immediate business purposes and for the health and safety of the community. Staff will present any reports at the meeting. If you have any questions, please contact me. I look forward to seeing you there.

Sincerely,

Patricia Thibault

Patricia Thibault
District Manager

CC: Attorney
Engineer
District Records



District: FOREST LAKE COMMUNITY DEVELOPMENT DISTRICT

Date of Meeting: Thursday, August 14, 2025

Time: 1:30 P.M.

Location: Davenport City Hall
1 S Allapaha Ave.
Davenport, FL 33837

TEAMS: [LINK***](#)

Meeting ID: 213 101 947 490 2

Passcode: Rg98yV9S

CALL IN: +1 323-538-4434

Phone conference ID: 733 045 300#

Mute/Unmute: *6

Agenda

For the full agenda packet, please contact ForestLake@AnchorstoneMgt.com

I. Call to Order / Roll Call

II. Audience Comments – Agenda Items - (limited to 3 minutes per individual)

III. Administrative Items

- A. Consideration for Adoption Resolution 2025-23, Authorizing Certain Actions [EXHIBIT 1](#)
- B. Consideration of Proposal for Forensic Auditing Services - \$2,850 to \$3,250 [EXHIBIT 2](#)
- C. Discussion of Audit Committee Meeting to be Held September Meeting – Draft Example of RFP Included [EXHIBIT 3](#)
- D. Discussion of RFQ for District Engineer [EXHIBIT 4](#)

IV. Vendor & Staff Updates

- A. Discussion of Erosion Matter [EXHIBIT 5](#)
- B. Consideration of Proposal of Danielle Fence - \$7,433 [EXHIBIT 6](#)
- C. Discussion & Direction for Pressure Washing of the Common Areas
- D. Discussion & Direction for Obtaining Landscape Proposal for 8 Palm Trees for the 4 Entrances of the Community and Replace with White Rocks and Succulents
- E. Discussion & Direction for Forest Lake CDD Logo [EXHIBIT 7](#)
- F. Discussion of Covering for Resident Mailbox Center

V. Business Items

A. Consideration for Ratification:

1. Mele Environmental Services - \$35- Cutting Downed Oak Tree [EXHIBIT 8](#)
2. ECS Integrations - \$3,929 for 2 Main CDVI Boards [EXHIBIT 9](#)
3. ECS Integrations - \$1,951 Labor Installation [EXHIBIT 10](#)
4. Final Agreement with Kutak Rock [EXHIBIT 11](#)
5. Final Agreement with Mele Environmental Services [EXHIBIT 12](#)

B. Consideration for Approval: The Minutes of the Board of Supervisors Meeting Held on June 12, 2025 [EXHIBIT 13](#)

C. Consideration for Approval: The Minutes of the Board of Supervisors Meeting Held on July 10, 2025 [EXHIBIT 14](#)

D. Consideration for Approval of Signage Proposals:

1. Image 360 Sign Proposal - \$1,278.93 [EXHIBIT 15](#)
2. Cypress Signs (*to be distributed*) [EXHIBIT 16](#)

E. Consideration of Proposal: JCS Solutions for Security [EXHIBIT 17](#)

F. Consideration of Proposal - Busy Bee Property Maintenance – Removal of 3 Large Signs and 6 Smaller Signs, Inclusive of Disposal - \$650 [EXHIBIT 18](#)

G. Consideration & Discussion for Approval of Prior District Counsel Invoice - \$8,697.78 [EXHIBIT 19](#)

VI. District Counsel – Kutak Rock

A. Discussion of Boltons Towing Agreement [EXHIBIT 20](#)

VII. Audience Comments – New Business – (*limited to 3 minutes per individual*)

A. Presentation of Proposals for Community Events [EXHIBIT 21](#)

VIII. Supervisors' Requests

IX. Adjournment

EXHIBIT 1

[RETURN TO AGENDA](#)



RESOLUTION 2025-23

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE FOREST LAKE COMMUNITY DEVELOPMENT DISTRICT RATIFYING AND/OR AUTHORIZING CERTAIN LEGAL ACTIONS RELATING TO FORMER MANAGEMENT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Forest Lake Community Development District (“**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, on December 19, 2024, the District and NPG Cam Services, Inc. (“**NPG**”) executed a Contract for Professional District Services (“**Contract**”), whereby NPG agreed to provide ongoing management, administrative, accounting, and revenue collection services to the District; and

WHEREAS, pursuant to the Contract, Mr. Christopher Lopez (“**Former Manager**”) served as the manager of the District; and

WHEREAS, on June 16, 2025, the Former Manager immediately terminated the Contract via an email sent by the Former Manager; and

WHEREAS, the District subsequently retained Anchor Stone Management, LLC (“**New Management Company**”), to serve as manager of the District; and

WHEREAS, upon gaining access to District accounts and records, the New Management Company identified several large and unexplained electronic transfers from District accounts to an NPG account, which include:

- On June 9, 2025, the Former Manager initiated an online ACH transfer of District funds to NPG in the amount of \$40,640.00;
- On June 30, 2025 (*weeks after NPG terminated services and resigned*), the Former Manager initiated an online ACH transfer of District funds to NPG in the amount of \$21,216.00;
- On July 9, 2025 (*weeks after NPG terminated services and resigned*), the Former Manager initiated an online ACH transfer of District funds to NPG in the amount of \$40,250.00; and

WHEREAS, between June 9, 2025 and July 9, 2025, Former Manager transferred \$102,106.00 in public dollars to NPG (“**Public Funds**”); and

WHEREAS, the Public Funds electronically transferred by Former Manager over the course of one month (*including after his resignation*) exceed the \$82,580 that would be due to NPG even on an *annual* basis; and

WHEREAS, following NPG’s resignation, NPG provided, without any basis, an invoice allegedly for community management services performed from July 1, 2025 through 2 p.m. on July 10, 2025 (*see Management Services Invoice, attached as Exhibit 1 (“Invoice”)*); and

WHEREAS, the Invoice purports to charge the District \$40,250.00 for services performed during this time period – specifically, \$175 per hour for 230 hours of work performed, which amounts to *every single hour of the month* beginning July 1, 2025 through 2 p.m. July 10, 2025; and

WHEREAS, NPG withdrew the amount of the Invoice from the District’s bank account on July 9, 2025, without the District’s permission and even prior to the completion of the term contemplated by the Invoice; and

WHEREAS, via email and overnight mail transmitted on July 23, 2025, the District requested some explanation for these electronic transfers by close of business July 24, 2025, but neither NPG nor Former Manager have responded with any explanation whatsoever; and

WHEREAS, the District can identify no basis for the transfer of these Public Funds to NPG, and NPG has offered none; and

WHEREAS, in an effort to recover the Public Funds and safeguard the District, the District’s Chair and Staff promptly filed civil litigation against NPG and the Former Manager, and notified local authorities of the loss of the Public Funds; and

WHEREAS, the District’s Board now desires to ratify all actions taken to date and provide additional authority for legal action regarding the loss and potential recovery of the Public Funds;

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

1. **INCORPORATION OF RECITALS.** All of the above representations, findings and determinations contained above are recognized as true and accurate and are expressly incorporated into this Resolution.

2. **AUTHORIZATION.** The District’s Board hereby ratifies all legal action taken through the date of this resolution, and, subject to the Chair’s budgetary oversight, further authorizes District Staff and the Chair (or Vice Chair in the Chair’s absence) to take further legal action, both civil and criminal, to address the loss of the Public Funds.

3. **SEVERABILITY.** If any section or part of a section of this Resolution is declared invalid or unconstitutional, the validity, force and effect of any other section or part of a section of this Resolution shall not thereby be affected or impaired unless it clearly appears that such other section or part of a section of this Resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional.

4. **EFFECTIVE DATE.** This Resolution shall become effective upon its adoption.

[CONTINUED ON NEXT PAGE]

PASSED AND ADOPTED THIS 14th DAY OF July, 2025.

ATTEST:

**FOREST LAKE COMMUNITY DEVELOPMENT
DISTRICT**

Secretary / Assistant Secretary

By: _____

Its: _____

CONTRACT FOR PROFESSIONAL DISTRICT SERVICES

DATE: December 19, 2024

BETWEEN: **NPG CAM SERVICES Inc.**
4700 Millenia Blvd
Suite 500 Fifth Floor
Orlando, Florida 32839

(Hereinafter referred to as "**Consultant**")

AND: **FOREST LAKE COMMUNITY DEVELOPMENT DISTRICT**
4700 Millenia Blvd
Suite 500 Fifth Floor
Orlando, Florida 32839

(Hereinafter referred to as "**District**," and together with
Consultant, the "**Parties**.")

PURPOSE; SCOPE OF SERVICES:

- I. The purpose of this contract for professional district management services (hereinafter referred to as "**Contract**") is for the Consultant to provide professional district management services to the District pursuant to Chapter 190, Florida Statutes. A brief description of these services is provided below and a detailed description is provided in **Exhibit A** to this Contract.

A. STANDARD ON-GOING SERVICES. The Consultant shall provide the following Standard On-Going Services to the District pursuant to this Contract:

- i. **Management** - services include the conducting of one (1) three (3) hour board meeting per month, one (1) budget workshop per year, overall administration of District functions, and all required state and local filings, preparation of annual budget, purchasing and risk management;
- ii. **Administrative** - services include support for the District Management function, recording and preparation of meeting minutes, records retention and maintenance in accordance with Chapter 119, Florida Statutes, and the District's adopted Rules of Procedure, preparation and delivery of agenda;



- iii. **Accounting** - services include the preparation and delivery of the District's financial statements in accordance with Governmental Accounting Standards, accounts payable and accounts receivable functions, asset tracking, investment tracking, capital program administration and requisition processing, filing of annual reports required by the State of Florida and monitoring of trust account activity;
- iv. **Financial & Revenue Collection** - services include all functions necessary for the timely billing, collection and reporting of District assessments in order to ensure adequate funds to meet the District's debt service and operations and maintenance obligations. These services include, but are not limited to, assessment roll preparation and certification, direct billings and funding request processing as well as responding to property owner questions regarding District assessments.

B. TIME FRAME. The Standard On-Going Services shall be provided on a monthly basis as detailed in this Contract.

II. ADDITIONAL SERVICES. In addition to the Standard On-Going Services described above, or in any addendum executed between the Parties, the District may, from time to time, require additional services from the Consultant. Any services not specifically provided for in the scope of services above, or necessary to carry out the services as described herein, as well as any changes in the scope requested by the District, will be considered additional services. Such additional services may include, but are not limited to:

- Meetings: Extended meetings (beyond three (3) hours in length), continued meetings, special/additional meetings (not including annual budget workshop);
- Financial Reports: Modifications and certifications to special assessment allocation report; true-up analysis;
- Bond Issuance Services: preparation of the special assessment allocation report, testimony at the required bond validation court hearing, certifications, closing documents and statutorily required mailings
- Electronic communications/e-blasts;
- Special requests;
- Amendment to District boundary;
- Grant Applications;
- Escrow Agent;
- Continuing Disclosure/Representative/Agent;
- Community Mailings, e.g. memos, notifications of rules changes, operations and maintenance assessment notices, etc.;
- Public Records Requests that are extensive in nature, as defined by District's adopted Rules of Procedure.

If any additional services are required or requested, the Consultant will provide a detailed description of these services and fees for such services to the District for approval prior to beginning any additional services. The Consultant shall undertake the additional services after the District has issued its written approval, as evidenced by a vote of the Board of Supervisors, of the description and fees for such services to the Consultant.



- III. LITIGATION SUPPORT SERVICES.** Upon the District's request, the Consultant shall prepare documentation in response to litigation requests and provide necessary expert testimony in connection with litigation involving the subject matter of this Contract. If the District requires or requests any litigation support services, the Consultant will provide a detailed description of the services and fees for such services to the District for approval prior to beginning any litigation support services. The Consultant shall undertake the litigation support services after the District has issued its written approval of the description and fees for such services to the Consultant.
- IV. ADDITIONAL SERVICES PROVIDED TO THIRD PARTIES.** These are services requested by third parties such as homeowners, realtors, investors or members of the media. Such services may include, but are not limited to, estoppel letters, bond prepayment processing, and litigation support. The third party requesting such services shall be responsible for the payment of any fees charged by Consultant for providing those services to the extent authorized by law and the District's Rules of Procedure.
- V. TERM.** The Consultant's services as provided in this Contract shall commence upon execution of this Contract. This Contract shall automatically renew annually unless terminated pursuant to its terms. The Consultant acknowledges that the prices of this Contract are firm and that the Consultant may change the prices only with the District's written consent as evidenced by a vote of the Board of Supervisors. All prior agreements between the parties with respect to the subject matter of this Contract are terminated upon the execution of this Contract.

VI. FEES AND EXPENSES; PAYMENT TERMS.

A. FEES AND EXPENSES.

- i.** A schedule of fees for the services described in Sections I, II, III, and IV of this Contract is shown in **Exhibit B** to this Contract, which is attached hereto and incorporated herein. The District shall pay the Consultant for the services provided under the terms of this Contract in accordance with the schedule of fees in **Exhibit B**. For purposes of the Consultant's compensation for services provided pursuant to this Contract, the District shall compensate the Consultant only for those services provided under the terms of this Contract. Unless otherwise specified by this Contract, the Consultant will invoice the District for the Consultant's services as soon as may be practicable in advance of each month and in the amounts set forth in **Exhibit B**. The fees for those services which are not being requested at the time this Contract is approved will be provided to the District at such time as those services are required and requested by vote of the Board of Supervisors. Payment shall be made by the District within forty-five (45) days of receipt of a correctly submitted invoice.
- ii.** Fees for the Standard On-Going Services described in this Contract may be negotiated annually by the Parties. Any amendment to Standard On-Going Services fees must comply with the amendment procedure in this Contract and must be reflected in the adopted General Fund Budget of the District. The District's adoption of the General Fund Budget shall not constitute the District's consent for payment of any expenses or change in



Contract terms.

- iii. In the event the District authorizes a change in the scope of services requested, Consultant shall submit, in writing to the District, a request for a fee amendment corresponding to the change in services being requested, if it has not already done so. Any change in the scope of requested services and the corresponding fee amendment shall comply with the amendment procedure in this Contract. Such amendment must be validly executed by the Parties before Consultant is authorized to begin providing services pursuant to the change in scope and the revised fees are adopted.
- iv. For the purposes of this Contract, an out-of-pocket expense is an unexpected expense that the Consultant or one of its subcontractors, if applicable, incurs during the performance of the Standard On-Going Services, as provided in this Contract. Such out-of-pocket expenses are included in the fees shown in **Exhibit B**. Out-of-pocket expenses incurred in connection with the performance of Additional Services and Litigation Support Services will be subject to reimbursement at cost. These expenses include, but are not limited to, airfare, mileage, transportation/parking, lodging, postage, and copies.

B. PAYMENT TERMS.

- i. **Standard On-Going Services.** Standard-On Going Services will be billed monthly as a fixed fee pursuant to the schedule shown in **Exhibit B**.
- ii. **Additional Services.** Additional Services will either be billed monthly at the Consultant's proposed hourly rate or per occurrence both as authorized by the District and negotiated by the Parties.
- iii. **Litigation Support Services.** Litigation Support Services will be billed monthly on an hourly basis for the hours incurred at the Consultant's proposed hourly rate, as authorized by the District and negotiated by the Parties.
- iv. **Out-of-Pocket expenses.** Out-of-Pocket expenses not included under the Standard-On Going Services of the Consultant will be billed monthly as incurred.

All invoices will be due and payable forty-five (45) days from the date of invoice pursuant to the Prompt Payment Act, Chapter 218.70 Florida Statutes.

- VII. SUSPENSION OF SERVICES FOR NON-PAYMENT.** Unless nonpayment is the fault of the Consultant, the Consultant shall have the right to suspend services being provided as outlined in this Contract if the District fails to pay Consultant's invoices in a timely manner, which shall be construed as forty-five (45) days from date of the invoice or as otherwise provided by the Prompt Payment Act, Section 218.70 Florida Statutes. Consultant shall notify the District, in writing, at least ten (10) days prior to suspending services.



VIII. NON-CONTINGENCY. The payment of fees and expenses, as outlined in this Contract, are not contingent upon any circumstance not specifically outlined in this Contract.

IX. AMENDMENT. Amendments to, and waivers of, the provisions contained in this Contract may be made only by an instrument in writing that is executed by both the District and the Consultant.

X. RESPONSIBILITIES.

A. DISTRICT RESPONSIBILITIES. The District shall provide for the timely services of its legal counsel, engineer, and any other consultants, contractors, or employees, as required, for the Consultant to perform the duties outlined in this Contract. The District shall not interfere with the daily operations of the Consultant to include vendor contacts and on-site visits. Expenses incurred in providing this support shall be the sole responsibility of the District unless specified herein.

B. LIMITATIONS OF RESPONSIBILITIES. To the extent not referenced herein, and to the extent consistent with Chapter 190.006, Consultant shall not be responsible for the acts or omissions of any other contractor or any of its subcontractors, suppliers, or of any other individual or entity performing services as part of this Contract which are not under the control of the Consultant. Consultant shall not be liable for any damage that occurs from Acts of God, which are defined as those caused by windstorm, hail, fire, flood, hurricane, freezing, or other similar occurrences of nature.

XI. TERMINATION. This Contract may be terminated as follows:

A. By the District for "good cause" immediately which shall include misfeasance, malfeasance, nonfeasance, or dereliction of duties by the Consultant. Termination for "good cause" shall be effected by written notice to Consultant electronically at the address noted herein.

B. By the Consultant for "good cause", immediately which shall include, but is not limited to, failure of the District to timely pay Consultant for services rendered in accordance with the terms set forth in this Contract, malfeasance, nonfeasance, or dereliction of duties by the District, or upon request or demand by the Board, or any member thereof, for Consultant to undertake any action or implement a policy of the Board which Consultant deems unethical, unlawful, or in contradiction of any applicable federal, state, or municipal law or rule. Termination for "good cause" shall be effected by written notice to District electronically at the address noted herein.

C. By the Consultant or District, for any reason, upon provision of a minimum of sixty (60) days written (electronic) notice of termination to the address noted herein.

D. Upon any termination, Consultant will be entitled to the total amount of compensation pursuant to the terms of this Contract, through the remainder of the contract, but subject to any off-sets that the District may have for services not performed or not performed in accordance with the Contract. Consultant will make all reasonable effort to provide for an orderly transfer of the books and records of the District to the District or its designee.



XII. GENERAL TERMS AND CONDITIONS.

- A.** All invoices are due and payable within forty-five (45) days of a correctly submitted invoice, or as otherwise provided by the Florida Prompt Payment Act, Section 218.70, Florida Statutes. Invoices not paid within forty-five (45) days of presentation shall be charged interest on the balance due at the maximum legally permissible rate.
- B.** In the event either party is required to take any action to enforce this Contract, the prevailing party shall be entitled to attorney's fees and costs, including fees and costs incurred in determining entitlement to and reasonableness of such fees and costs.
- C.** This Contract shall be interpreted in accordance with and shall be governed by the laws of the State of Florida. Venue for all proceedings shall be in Polk County, Florida.
- D.** In the event that any provision of this Contract shall be determined to be unenforceable or invalid by a Court of Law, such unenforceability or invalidity shall not affect the remaining provisions of the Contract which shall remain in full force and effect.
- E.** The rights and obligations of the District as defined by this Contract shall inure to the benefit of and shall be binding upon the successors and assigns of the District. There shall be no assignment of this Contract by the Consultant.
- F.** The Consultant and its officers, supervisors, staff, and employees shall use due care to protect the property of the District, its residents, and landowners from damage. The Consultant agrees to take steps to repair any damage resulting from the Consultant's activities and work pursuant to the Contract within twenty-four hours (24) hours.
- G.** Dissolution or court declared invalidity of the District shall not relieve the District of compensation due for services theretofore rendered.

XIII. INDEMNIFICATION.

- A. DISTRICT INDEMNIFICATION.** To the extent the Consultant or its employees are serving as the District's employees, officers, or agents pursuant to the terms, conditions and requirements of this Agreement, and as may be allowable under applicable law (and without waiving the limitations of liability set forth in Section 768.28, Florida Statutes), the District agrees to indemnify, defend, and hold harmless the Consultant from and against any and all liability, claims, actions, suits, demands, assessments or judgments asserted and any and all losses, liabilities, damages, costs, court costs, and expenses, including attorney's fees, that Consultant may hereafter incur, become responsible for, or be caused to pay out arising out of or relating to the negligent or intentionally wrongful acts or omissions of the District, except to the extent caused by, in whole or in part, the negligence or recklessness and/or willful misconduct of the Consultant. The District's obligation to defend, indemnify, and hold harmless the Consultant as set forth herein shall not exceed the monetary limits of any endorsement listing the Consultant as an additional insured party pursuant to Section XIV of this Agreement. If there is no such endorsement, the District's defense, indemnity, and



hold harmless obligations as set forth in this Section shall not exceed the monetary limitations of liability set forth in Section 768.28, *Florida Statutes*. The indemnification provided for herein shall not be deemed exclusive of any other rights to which the Consultant may be entitled and shall continue after the Consultant has ceased to be engaged under this Contract.

CONSULTANT INDEMNIFICATION. The Consultant agrees to indemnify, defend, and hold harmless the District and its officers, supervisors, staff, and employees from and against any and all liability, claims, actions, suits, demands, assessments or judgments asserted and any and all losses, liabilities, damages, costs, court costs, and expenses, including attorney's fees, that the District may hereafter incur, become responsible for, or be caused to pay out arising out of or relating to the failure to perform under this Agreement or at law, or negligent, reckless, and/or intentionally wrongful acts or omissions of the Consultant. The indemnification provided for herein shall not be deemed exclusive of any other rights to which the District may be entitled and shall continue after the Consultant has ceased to be engaged under this Contract.

- B. SOVEREIGN IMMUNITY; INDEMNIFICATION OBLIGATIONS.** Nothing herein shall be construed to waive or limit the District's sovereign immunity limitations of liability as provided in Section 768.28, Florida Statutes, or other applicable law. Indemnification obligations under this Contract shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

XIV. INSURANCE.

- A.** The District shall provide and maintain Public Official Liability and General Liability insurance policies, each in an amount not less than One Million Dollars (\$1,000,000.00) throughout the term of this Contract.
- B.** The Consultant shall provide and maintain the following levels of insurance coverage at all times throughout the term of this Contract:
- i.** Worker's Compensation Insurance in accordance with the laws of the State of Florida.
 - ii.** General Liability Insurance with the limit of One Million Dollars (\$1,000,000.00) per each occurrence.
 - iii.** Professional Liability Insurance with limit of no less than One Million Dollars (\$1,000,000.00) per each occurrence.
 - iv.** Employment Practices Liability Insurance with limit of Two Million Dollars (\$2,000,000.00) per each occurrence.



Contract, transfer to the District, at no cost, all public records in Consultant's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Consultant, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (863) 289-6108, OR BY EMAIL AT calopez@npgcam.com, OR BY REGULAR MAIL AT 4700 millenia Blvd, suite 500 fifth floor, Orlando, FL 32839.

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

If to the District: Forest Lake
Community Development District
4700 Millenia Blvd,
Suite 500 Fifth Floor
Orlando, FL 32839

With a copy to:

Attn: District Counsel

If to the Consultant: NPG CAM SERVICES INC.
4700 Millenia Blvd,
Suite 500 Fifth Floor
Orlando, FL 32839

Except as otherwise provided in this Contract, any Notice shall be deemed received only upon actual delivery at the address set forth above or delivered electronically with return receipt. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Contract would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States Government shall not be regarded as business days. Counsel for the District and counsel for the Consultant may deliver Notice on behalf of the District and the Consultant, respectively. Any party or other person to whom Notices are to be sent or copied may notify the other parties



and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

- XVIII. EFFECTIVE DATE.** This Contract shall become effective upon execution by both the District and the Consultant, and shall remain effective until terminated by either the District or the Consultant in accordance with the provisions of this Contract.
- XIX. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Contract are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Contract.
- XX. AGREEMENT; CONFLICTS.** This instrument, together with accompanying **Exhibits A, B, C and D**, shall constitute the final and complete expression of this Contract between the District and the Consultant relating to the subject matter of this Contract. To the extent of any conflict between this instrument and **Exhibits A, B, C, and D**, this instrument shall control.
- XXI. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE.** A default by either the District or the Consultant under this Contract shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Contract against any interfering third party. Nothing contained in this Contract shall limit or impair the District's right to protect its rights from interference by a third party to this Contract.
- XXII. THIRD PARTY BENEFICIARIES.** This Contract is solely for the benefit of the District and the Consultant and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Contract. Nothing in this Contract, express or implied, is intended or shall be construed to confer upon any person or corporation other than the District and the Consultant any right, remedy, or claim under or by reason of this Contract or any of the provisions or conditions of this Contract; and all of the provisions, representations, covenants, and conditions contained in this Contract shall inure to the sole benefit of and shall be binding upon the District and the Consultant and their respective representatives, successors, and assigns.
- XXIII. COMPLIANCE WITH GOVERNMENTAL REGULATION.** The Consultant shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, and ordinances. If the Consultant fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by a local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Contract or any action of the Consultant or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation of an alleged violation, the District may terminate this Contract, such termination to be effective immediately upon the giving of notice of termination.



- XXIV. ARM'S LENGTH TRANSACTION.** This Contract has been negotiated fully between the District and the Consultant as an arm's length transaction. The District and the Consultant participated fully in the preparation of this Contract with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Contract, the Parties are deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.
- XXV. COUNTERPARTS.** This Contract may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.
- XXVI. E-VERIFICATION.** Pursuant to Section 448.095(2), Florida Statutes,
- A.** Contractor represents that Contractor is eligible to contract with the District and is currently in compliance and will remain in compliance, for as long as it has any obligations under this Agreement, with all requirements of the above statute; this includes, but is not limited to, registering with and using the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021.
 - B.** If the District has a good faith belief that the Contractor has knowingly violated Section 448.09(1), Florida Statutes, the District will terminate this Agreement as required by Section 448.095(2)(c), Florida Statutes. If the District has a good faith belief that a subcontractor knowingly violated Section 448.09(1), Florida Statutes, but the Contractor otherwise complied with its obligations thereunder, the District shall promptly notify the Contractor and the Contractor will immediately terminate its contract with the subcontractor.
 - C.** If this Agreement is terminated in accordance with this section, then the Contractor will be liable for any additional costs incurred by the District.

(Remainder of this page is left blank intentionally)



**CONTRACT FOR PROFESSIONAL DISTRICT SERVICES
FOREST LAKE COMMUNITY DEVELOPMENT DISTRICT**

Therefore, the Consultant and the District each intend to enter this Contract, understand the terms set forth herein, and hereby agree to those terms.

ACCEPTED BY:

NPG CAM SERVICES, INC.

BY:



PRINTED NAME:

CHRISTOPHER A. LOPEZ

TITLE:


CEO & President

DATE:

12/19/24

Forest Lake COMMUNITY DEVELOPMENT DISTRICT

BY:



PRINTED NAME:

Frank Rivera

TITLE:

Chairperson

DATE:

December 19, 2024

ATTEST:



Vice Chairperson
Board of Supervisors

Randi Ribarich

Print Name

- Exhibit A – Scope of Services**
- Exhibit B – Schedule of Fees**
- Exhibit C – Municipal Advisor Disclaimer**
- Exhibit D – Public Records Request Policy**



EXHIBIT A
Scope of Services

STANDARD ON-GOING SERVICES: These services will be provided on a recurring basis and are commonly referred to as the basic services necessary for the normal and routine functioning of the District.

MANAGEMENT:

- A. Attend and conduct all regularly scheduled and special Board of Supervisors meetings, Landowners' meetings, continued meetings, hearings and workshops. Arrange for time and location and all other necessary logistics for such meetings, hearings, etc.
- B. Ensure compliance with all statutes affecting the district which include but are not limited to:
 1. Certify Special District Update Form, submitted to the Special District Information Program, Department of Economic Opportunity each year.
 2. Assign and provide Records Management Liaison Officer for reporting to the Department of Library and Archives
 3. Provide contact person for the State Commission of Ethics for Financial Disclosure coordination
 4. Provide Form 1 Financial Disclosure documents for Board Members
 5. Provide Form 1F Financial Disclosure documents for Resigning Board Members.
 6. Monitor and supply Form 3A, Interest in Competitive Bid for Public Business as needed
 7. Monitor and provide Form 8B, Memorandum of Voting Conflict for the Board.
 8. Monitor and provide update on Creation Documents, including Notice of Establishment, to Department of Economic Opportunity and the County.
 9. Maintain and file Disclosure of Public Financing and file with Department of Economic Opportunity and each residential developer.
 10. Provide for a proposed budget for Board approval on or by June 15 of each fiscal year.
 11. Provide copy of approved proposed budget to the County a minimum of 60 days prior to the public hearing on the budget.
 - a. Provide written notice to owners of public hearing on the budget and its related assessments.
 12. Provide copy of the initial Public Facilities report to the County to be submitted within one (1) year after the district's creation.
 13. Provide copy of an annual notice of any changes to the Public Facilities report to the County if changes are made.
 14. Provide copy of the seven (7) year Public Facilities report update, based on reporting period assigned to the County it is located in.



**CONTRACT FOR PROFESSIONAL DISTRICT SERVICES
FOREST LAKE COMMUNITY DEVELOPMENT DISTRICT**

14

15. File name and location of the Registered Agent and Office location annually with Department of Economic Opportunity and the County.
 16. Provide for submitting the regular meeting schedule of the Board to County.
 17. Provide District Map and update as provided by the District's Engineer as needed to the Department of Economic Opportunity and the County
 18. Provide legal description and boundary map as provided by District Engineer to the Supervisor of Elections
 19. File request letter to the Supervisor of Election of the County for number of registered voters as of April 15, each year.
 20. Provide for public records announcement and file document of registered voter data each June.
 21. Update Board Member names, positions and contact information to the State Commission on Ethics annually.
 22. Certify and file the Form DR 421, Truth in Millage Document with the Department of Revenue each tax year.
 23. Properly notice all public meetings, in accordance with the appropriate Florida Statutes, including but not limited to, public hearings on assessments, the budget, establishment of rates, fees, or charges, rulemaking, uniform method of collection, and all other required notices of meetings, hearings and workshops.
 - a. Provide for the appropriate ad templates and language for each of the above.
 24. Provide for instruction to Landowners on the Election Process and forms, etc.
 25. Respond to Bond Holders Requests for Information.
 26. Implement the policies established by the Board in connection with the operations of the District.
- C. Assist in the negotiation of contracts, as directed by the Board of Supervisors.
- D. Advise the Board on the status of negotiations as well as contract provisions and their impacts on the District and provide contract administration services.
- E. Make recommendations on contract approval, rejection, amendment, renewal, and cancellation. In advance of expiration of contracts, advise the Board as to need for renewal or additional procurement activities and implement same.
- F. Monitor certificates of insurance as needed per contracts.
- G. Answer Project Status Inquiries from Contractors Bonding Companies.
- H. Provide an office location to handle and respond to written, phone or e-mail inquiries from the public.

ADMINISTRATIVE:

- A. Prepare agendas for transmittal to Board of Supervisors and staff seven (7) days prior to Board of Supervisors' Meeting. Prepare meeting materials for other meetings, hearings, etc., as needed.



- B. Provide accurate minutes for all meetings and hearings, including landowners' meetings.
- C. Implement and maintain a document management system to create and save documents, and provide for the archiving of District documents.
 - 1. Certify and file annual report to the Department of State, Library and Archive Division, for storage and disposal of public records.
- D. Protect integrity of all public records in accordance with the requirements of State law. Respond to public records requests as required by law and in compliance with the Rules of Procedure and the District's adopted public records policy.
- E. Maintain "Record of Proceedings" for the district within the County which includes meeting minutes, agreements, resolutions and other records required by law.

ACCOUNTING:

A. Financial Statements

- 1. Establish Fund Accounting System in accordance with federal and state law, as well as GASB and the Rules of the Auditor General. This includes the following:
 - a) Chart of Accounts
 - b) Vendor and Customer Master File
 - c) Report creation and set-up.
- 2. Prepare monthly balance sheet, income statement(s) with budget to actual variances, including the following:
 - a) Cash Investment Account Reconciliations per fund
 - b) Balance Sheet Reconciliations per fund
 - c) Expense Variance Analysis
- 3. Prepare and file Annual Public Depositor's Report and distribute to State Department of Insurance and Treasury.
- 4. Prepare and file Public Depositor's and Indemnification Form on new accounts as needed.
- 5. Manage banking relations with the District's Depository and Trustee.
- 6. Prepare all other financial reports as required by applicable law and accounting standards, and bond trust indenture requirements.
- 7. Account for assets constructed by or donated to the District for maintenance.
- 8. On or before October 1st of every year prepare an annual inventory of all District owned tangible personal property and equipment in accordance with all applicable rules and standards.
- 9. Provide Audit support to auditors for the required Annual Audit, as follows:
 - a) Review statutory and bond indenture requirements
 - b) Prepare Audit Confirmation Letters for independent verification of activities.



- c) Prepare all supporting accounting reports and documents as requested by the auditors
 - d) Respond to auditor questions
 - e) Review and edit draft report
 - f) Prepare year-end adjusting journal entries as required
10. Provide for transmission of the Audit to the County and the Auditor General's Office of the State.
 11. Provide and file Annual Financial Statements (FS. 218 report) by June 30th of each year.

B. Budgeting

1. Prepare budget and backup material for and present the budget at all budget meetings, hearings and workshops. The budget is to be done in accordance with state law standards, and consistent with applicable GFOA and GASB standards. Budget preparation shall include calculation of operation and maintenance assessments, which may include development of benefit methodology for those assessments.
2. File all required documentation to the Department of Revenue, Auditor General, the County, and other governmental agencies with jurisdiction.
3. Prepare and cause to be published notices of all budget hearings and workshops.
4. Prepare all budget amendments on an ongoing basis. Assist in process to retain an auditor and cooperate and assist in the performance of the audit by the independent auditor.

C. Accounts Payable/Receivable

1. Administer the processing, review and approval, and payment of all invoices and purchase orders. Ensure timely payment of vendor invoices and purchase orders.
 - a) Manage Vendor Information per W-9 reports
2. Prepare monthly Vendor Payment Report and Invoicing Support for presentation to the Board of Supervisors for approval or ratification.
3. Maintain checking accounts with qualified public depository including:
 - a) Reconciliation to reported bank statements for all accounts and funds.
4. Prepare year-end 1099 Forms for Vendor payments as applicable.
 - a) File reports with IRS.

D. Capital Program Administration

1. Maintain proper capital fund and project fund accounting procedures and records.
2. Process Construction requisitions including:
 - a) Vendor Contract completion status
 - b) Verify Change Orders for materials
 - c) Check for duplicate submittals



d) Verify allowable expenses per Bond Indenture Agreements such as:

- (1) Contract Assignment
- (2) Acquisition Agreement
- (3) Project Construction and Completion Agreement

3. Oversee and implement bond issue related compliance, i.e., coordination of annual arbitrage report, transmittal of annual audit and budget to the trustee, transmittal of annual audit and other information to dissemination agent (if other than manager) or directly to bond holders as required by Continuing Disclosure Agreements, annual/quarterly disclosure reporting, update etc.
4. Provide Asset Tracking for improvements to be transferred and their value for removal from District's Schedule of Property Ownership that are going to another local government.
5. Provide for appropriate bid and or proposal/qualification processes for Capital Project Construction.

E. Purchasing

1. Assist in selection of vendors as needed for services, goods, supplies, materials. Obtain pricing proposals as needed and in accordance with District rules and state law.
2. Prepare RFPs for Administrative Services as needed, such as audit services, legal services, and engineering services.
3. Prepare and process requisitions for capital expenses, in coordination with District Engineer.

F. Risk Management

1. Prepare and follow risk management policies and procedures.
2. Recommend and advise the Board, in consultation with the District Engineer of the appropriate amount and type of insurance and be responsible for procuring all necessary insurance.
3. Process and assist in the investigation of insurance claims, in coordination with Counsel of the District.
4. Review insurance policies and coverage amounts of District vendors.
5. Provide for an update to the Schedule of Values of Assets owned by the District for purposes of procuring adequate coverage.
6. Maintain and monitor Certificates of Insurance for all service and contract vendors.

FINANCIAL AND REVENUE COLLECTION:

A. Administer Prepayment Collection:

1. Provide payoff information and pre-payment amounts as requested by property owners.
2. Monitor, collect and maintain records of prepayment of assessments.



3. Coordinate with Trustee to confirm semi-annual interest payments and bond call amounts.
 4. Prepare periodic continuing disclosure reports to investment bankers, bond holder and reporting agencies.
- B. Administer Assessment Roll Process:
1. Prepare annual assessment roll for collection of debt service and operations and maintenance assessments.
 2. Update roll to reflect per unit and per parcel assessments based on adopted fiscal year budgets.
 3. Verify assessments on platted lots, commercial properties or other assessable lands.
 4. Convert final assessment roll to County Property Appraiser or Tax Collector format and remit to county.
 5. Execute and issue Certificate of Non-Ad Valorem Assessments to County.
- C. Administer Assessments for Off Tax Roll parcels/lots:
1. Maintain and update current list of owners of property not assessed via the tax roll.
 2. Prepare and issue direct invoices for the annual debt service and operations and maintenance assessments.
 3. Monitor collection of direct invoices and prepare and send delinquent/collection notices as necessary.
- D. True-Up Analysis:
1. Annually compare current and un-platted lots to original development plan to ensure adequate collection of assessment revenue as necessary.
 2. Prepare true-up calculations and invoice property owners for true-up payments as necessary.

ADDITIONAL SERVICES:

A. Meetings

1. Extended meetings (beyond three (3) hours in length); continued meetings, special/additional meetings (not including annual budget workshop);

B. Financial Reports

1. Modifications and Certification of Special Assessment Allocation Report;
2. True-Up Analysis;
 - a) Should certain modifications be made to a Special Assessment Allocation Report a review of the current platted and un-platted lots compared to the original development plan maybe be required to ensure adequate collection of assessment revenue.
 - b) Should it be required prepare true-up calculations and invoice property owners for true-up payments as necessary;



C. Bond Issuance Services

1. Special Assessment Allocation Report;

- a) Prepare benefit analysis based on infrastructure to be funded with bond proceeds.
- b) Prepare Preliminary Special Assessment Allocation Report and present to District board and staff.
- c) Present Final Special Assessment Allocation Report to board and staff at noticed public hearing levying special assessments

2. Bond Validation;

- a) Coordinate the preparation of a Bond Validation Report which states the “Not-to-exceed” par amount of bonds to be issued by the District and present to board as part of the Bond Resolution.
- b) Provide expert testimony at bond validation hearing in circuit court.

3. Certifications and Closing Documents;

- a) Prepare or provide signatures on all closing documents, certificates or schedules related to the bond issue that are required by District Manager or District Assessment Methodology Consultant.

D. Electronic communications/e-blasts;

E. Special requests;

F. Amendment to District boundary;

G. Grant Applications;

H. Escrow Agent;

I. Continuing Disclosure/Representative/Agent;

J. Community Mailings e.g. memos, notifications of rules changes, operations and maintenance assessment notices, etc.

K. Public Records Requests - Refer to **Exhibit D** of this Contract for responsibilities;

LITIGATION SUPPORT SERVICES:

Prepare documentation in response to litigation requests and provide necessary expert testimony in connection with litigation involving District issues.



ADDITIONAL SERVICES PROVIDED TO THIRD PARTIES:

- A. Issue estoppel letters as needed for property transfers
 - 1. Prepare estoppel letter reflecting current district assessment information as required for sale or transfer of residential or commercial property within the District.
 - 2. Issue lien releases for properties which prepay within in the District.
- B. Bond prepayment processing
 - 1. Collect bond pre-payments, both short term and long term bonds, verify amounts and remit to Trustee with deposit instructions.
 - 2. Maintain collection log showing all parcels that have pre-paid assessments.
 - 3. Prepare, execute and issue release of lien to be recorded in public records.



EXHIBIT B
Schedule of Fees

STANDARD ON-GOING SERVICES:

Standard On-Going Services will be billed monthly pursuant to the following schedule:

	MONTHLY	ANNUAL
Management:	\$ 3,500	\$42,000
Assessment Roll ⁽¹⁾ :		\$ 5,000
Continuing Disclosure Services ⁽²⁾ :		\$ 6,300
Technology Services / website services:	\$ 240	\$ 2,880
Field Management Services:	\$ 1,450	\$ 17,400
Amenity Center Management Services :	\$ 750	\$ 9,000
Total Standard On-Going Services:	\$ 5,940	\$82,580

(1) Assessment Roll is paid in one lump-sum payment at the time the roll is completed.

(2) Continuing Disclosure Services is paid in one lump-sum payment in January.



EXHIBIT C
Municipal Advisor Disclaimer

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



EXHIBIT D

Public Records Request Policy and Fees

Public Officer, Employee and Staff Policy for Processing Requests for Public Records

Policy Generally:

The District supports policies that facilitate the efficient and complete provision of requested public records in a timely manner. This policy only applies to the way District officers, employees and staff (District Manager, District Counsel, District Engineer) (altogether, "District Persons") respond to public records requests within the organization. Chapter 119, F.S., and the District's Rules of Procedure dictate the way in which the District must produce records to the records requester. This policy is established to provide District Persons with a clear understanding of the process that will be utilized in preparing responses to public record requests.

Requests for District Records:

1. The requesting party is not required to identify themselves or the reason for the request. The request may be made in writing (electronic or otherwise) or verbally.
2. Content on District social media sites is subject to the public records law. Communication made through a social networking medium may be subject to public disclosure.
3. There may be responsive records located on personal devices or personal accounts that are not maintained by the District. For this reason, District Persons will be asked to perform searches of personal devices and accounts for any responsive record whenever a request so warrants. District Persons are strongly encouraged to avoid using personal devices or personal accounts for District business.
4. When a request is received, the individual(s) receiving the request shall forward the request to the District Manager who shall then translate the request to the public records request form attached hereto. The form should then be forwarded to the District's Record Custodian (whom is NPG CAM SERVICES, INC.). The Records Custodian shall then review the form with the requesting party to ensure that it accurately reflects his/her request so that full compliance can be achieved in a timely and efficient fashion. The Records Custodian will then notify the requesting party of the estimated time and cost to retrieve the records, in compliance with the District's Rules of Procedure, and confirm whether the requesting party agrees to pay the labor and copy charges, if applicable. Payment shall be made to the District prior to commencing the production process. The provisions of the Rules of Procedure and Florida law must be followed consistently and accurately.
5. To the extent applicable, the District, and not the District Manager or Records Custodian as an entity, shall charge the requesting party the special charge, which amount shall be consistent with Florida law. The District Manager may, consistent with and only pursuant to the terms of the Agreement between the District and the District Manager, charge the District the applicable public records response fees as set forth therein and established within the Agreement.



6. If not clear, the requesting party should be asked to identify whether they wish to simply inspect the records or obtain copies.
7. Florida's public records law does not require the District to answer questions regarding the records produced.

Processing Responsive Records:

1. After the above process is followed, for documents that are readily available, there should not be any charge for the labor in retrieving the requested documents, but any copies purchased by the requesting party will be charged according to the District's adopted fee schedule.
2. Records are only required to be produced in the format(s) in which they exist.
3. All electronic records must be sent by a file transfer method to the Records Custodian. Any record that can be produced for review by District staff electronically must be produced in that medium. Should District Persons elect to provide records that are capable of being produced electronically in hard format, such individual shall not be entitled to reimbursement for copy or printing charges. It is within the Record Custodian's discretion to determine whether a record is capable of being produced electronically. District Persons shall make their best efforts to produce records for review by District staff as economically and efficiently as possible.
4. District Persons shall use their best efforts to electronically store public record e-mail according to the conventions of their e-mail system and retain it electronically pursuant to the District's retention schedule.
5. The technical details and methods of storing, retrieving and printing e-mail depend on the e-mail system in use. Consult with the Records Custodian or District Manager for guidance should questions arise.
6. Public records retention is governed by the Florida Department of State, Division of Library and Information Services, general record schedules and the District's adopted Record Retention schedule. Should District Persons have any questions regarding retention or disposition of records, please contact the Records Custodian or District Counsel.



Services billed on this invoice

Services Approved	Approved Fees	End of contract Approved Invoiced fees for 2025
Community Management Services July 1 through 2pm on July 10, 2025	\$ 175hr X 230hrs \$1750hr X 230hrs	\$ 40,250.00 \$ 402,500.00
Amenity Management Services	Included	\$ 0
Field Management Services	Included	\$ 0
Mailing, Admin, Postage Supplies & IT Services Website services	Included	\$ 0
TRIM Notice completion	Included	\$ 0

Amount collected is based on the rate of \$175hr \$ 40,250.00 \$ 40,250.00

Payment collected is \$40,250.00 based on the regular rate.

We reserve the right to charge the rate of \$1,750hr due to the FL CDD Board continued interference with the daily operations, the private meetings that has put our company in jeopardy of violations. The FL CDD Board has created a hostile environment and was notified on June 30, 2025 of the \$1,750hr rate due to the hostile environment, interference in official documents and reports and false allegations that has continued. The continued services on an hourly rate of 1,750hr until resolution removing NPG CAM Services of ALL responsibilities is in effect.

The Final invoice will be created after the legal transition has completed with the remaining balance of \$362,250.00 to be due within 30 days of notice.

The invoiced fees are based on the conditions created by the Forest Lake CDD Board of supervisors. **Continuation of services not contracted will be charged the hourly rate of \$1,750.00**



EXHIBIT 2

[RETURN TO AGENDA](#)



July 17, 2025

Forest Lake Community Development District

Re: Forensic Audit

Dear Sir/Madam:

In regard to performing forensic procedures for Forest Lake Community Development District, we will detail the timeframe and testing to be performed. It is anticipated our fee for these services will be within the range of \$2,850 and \$3,250.

Sincerely,



Jim Hartley, CPA

EXHIBIT 3

[RETURN TO AGENDA](#)



**FOREST LAKE COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS FOR ANNUAL AUDIT SERVICES**

The Forest Lake Community Development District hereby requests proposals for annual financial auditing services. The proposal must provide for the auditing of the District's financial records for the fiscal year ending September 30, 2026, with an option for four (4) additional optional annual renewals. The District is a local unit of special-purpose government created under Chapter 190, *Florida Statutes*, for the purpose of financing, constructing, and maintaining public infrastructure. The District is located in Polk, Florida. The final contract will require that, among other things, the audit for the fiscal year ending September 30, 2025, be completed no later than June 30, 2026.

The auditing entity submitting a proposal must be duly licensed under Chapter 473, *Florida Statutes*, and be qualified to conduct audits in accordance with "Government Auditing Standards," as adopted by the Florida Board of Accountancy. Audits shall be conducted in accordance with Florida Law and particularly Section 218.39, *Florida Statutes*, and the rules of the Florida Auditor General.

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

Proposers must provide one (1) hardcopy and one (1) electronic copy on a flash drive of their proposal to the District Manager, 255 Primera Boulevard, Suite 160, Lake Mary, FL 32746 in an envelope marked on the outside "Auditing Services, Forest Lake Community Development District." Proposals must be received by _____ .m. on _____, _____, 2025, at the office of the District Manager. Please direct all questions regarding this Notice to the District Manager.

Run date: must be published in at least one newspaper of general circulation in the District and the county in which the District is located. The public announcement must allow for at least 7 days for the submission of proposals.

FOREST LAKE COMMUNITY DEVELOPMENT DISTRICT

REQUEST FOR PROPOSALS

District Auditing Services for Fiscal Year 2025
Polk County, Florida

INSTRUCTIONS TO PROPOSERS

SECTION 1. DUE DATE. Sealed proposals must be received no later than _____, _____, 2025, at _____.m., at the offices of District Manager, located at c/o Anchor Stone Management, 255 Primera Boulevard, Suite 160, Lake Mary, FL 32746. Proposals will be publicly opened at that time.

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

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

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

SECTION 5. SUBMISSION OF PROPOSAL. Submit one (1) hardcopy and one (1) electronic copy on a flash drive of their proposal, and other requested attachments at the time and place indicated herein, which shall be enclosed in an opaque sealed envelope, marked with the title "Auditing Services – Forest Lake Community Development District" on the face of it.

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

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

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

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

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

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

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

- A. List the position or title of all personnel to perform work on the District audit. Include resumes for each person listed; list years of experience in present position for each party listed and years of related experience.
- B. Describe proposed staffing levels, including resumes with applicable certifications.
- C. Three references from projects of similar size and scope. The Proposer should include information relating to the work it conducted for each reference as well as a name, address and phone number of a contact person.
- D. The lump sum cost of the provision of the services under the proposal, plus the lump sum cost of four (4) annual renewals.

SECTION 13. PROTESTS. In accordance with the District's Rules of Procedure, any protest regarding the Proposal Documents, must be filed in writing, at the offices of the District Manager, within seventy-two (72) calendar hours (excluding Saturday, Sunday, and state holidays) after the receipt of the Proposal Documents. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturday, Sunday, and state holidays) after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to the aforesaid Proposal Documents.

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

**FOREST LAKE
COMMUNITY DEVELOPMENT DISTRICT
AUDITOR SELECTION
EVALUATION CRITERIA**

1. Ability of Personnel. (20 Points)

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

2. Proposer's Experience. (20 Points)

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

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

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

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

Extent to which the proposal demonstrates the adequacy of Proposer's financial resources and stability as a business entity necessary to complete the services required.

5. Price. (20 Points)***

Points will be awarded based upon the lowest total proposal for rendering the services and the reasonableness of the proposal.

Total (100 Points)

***Alternatively, the Board may choose to evaluate firms without considering price, in which case the remaining categories would be assigned 25 points each.

EXHIBIT 4

[RETURN TO AGENDA](#)



**REQUEST FOR QUALIFICATIONS FOR ENGINEERING SERVICES
FOR THE FOREST LAKE COMMUNITY DEVELOPMENT DISTRICT**

RFQ for Engineering Services

The Forest Lake Community Development District (the “District”), located in Polk County, Florida, announces that professional engineering services will be required on a continuing basis for the District’s anticipated capital improvements which may include work related to the District’s stormwater management system, landscaping improvements, utilities, roadway improvements, amenity improvements and other public improvements authorized by Chapter 2025-231, Laws of Florida, and Chapter 189, *Florida Statutes*. The engineering firm selected will act in the general capacity of District Engineer and will provide District engineering services, as required.

Any firm or individual (“Applicant”) desiring to provide professional services to the District must: 1) hold applicable federal, state and local licenses; 2) be authorized to do business in Florida in accordance with Florida law; and 3) furnish a statement (“Qualification Statement”) of its qualifications and past experience on U.S. General Service Administration’s “Architect-Engineer Qualifications, Standard Form No. 330,” with pertinent supporting data. Among other things, Applicants must submit information relating to: a) the ability and adequacy of the Applicant’s professional personnel; b) whether the Applicant is a certified minority business enterprise; c) the Applicant’s willingness to meet time and budget requirements; d) the Applicant’s past experience and performance, including but not limited to past experience as a District Engineer for any community development districts and past experience with Polk County; e) the geographic location of the Applicant’s headquarters and offices; f) the current and projected workloads of the Applicant; and g) the volume of work previously awarded to the Applicant by the District. Further, each Applicant must identify the specific individual affiliated with the Applicant who would be handling District meetings, construction services, and other engineering tasks.

The District will review all Applicants and will comply with Florida law, including the Consultant’s Competitive Negotiations Act, Chapter 287, *Florida Statutes* (“CCNA”). All Applicants interested must submit six (_6_) copies of Standard Form No. 330 and the Qualification Statement by 12:00 p.m. on September 3, 2025, to the attention of Anchor Stone Management, LLC, 255 Primera Boulevard, Suite 160, Lake Mary, FL 32746 (“District Manager’s Office”). With one electronic copy to be sent to Patricia@AnchorstoneMGT.com

The Board shall select and rank the Applicants using the requirements set forth in the CCNA and the evaluation criteria on file with the District Manager, and the highest ranked Applicant will be requested to enter into contract negotiations. If an agreement cannot be reached between the District and the highest ranked Applicant, negotiations

will cease and begin with the next highest ranked Applicant, and if these negotiations are unsuccessful, will continue to the third highest ranked Applicant.

The District reserves the right to reject any and all Qualification Statements. Additionally, there is no express or implied obligation for the District to reimburse Applicants for any expenses associated with the preparation and submittal of the Qualification Statements in response to this request.

Any protest regarding the terms of this Notice, or the evaluation criteria on file with the District Manager, must be filed in writing, within seventy-two (72) hours (excluding weekends) after the publication of this Notice. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to aforesaid Notice or evaluation criteria provisions. Any person who files a notice of protest shall provide to the District, simultaneous with the filing of the notice, a protest bond with a responsible surety to be approved by the District and in the amount of Ten Thousand Dollars (\$10,000.00).

Publish on: _____ (must be published at least 14 days prior to submittal deadline)

FOREST LAKE COMMUNITY DEVELOPMENT DISTRICT

DISTRICT ENGINEER PROPOSALS COMPETITIVE SELECTION CRITERIA

1) Ability and Adequacy of Professional Personnel (Weight: 25 Points)

Consider the capabilities and experience of key personnel within the firm including certification, training, and education; affiliations and memberships with professional organizations; etc.

2) Consultant's Past Performance (Weight: 25 Points)

Past performance for other community development districts and independent special districts; amount of experience on similar projects; character, integrity, reputation, of respondent; etc.

3) Geographic Location (Weight: 20 Points)

Consider the geographic location of the firm's headquarters, offices and personnel in relation to the project.

4) Willingness to Meet Time and Budget Requirements (Weight: 15 Points)

Consider the consultant's ability and desire to meet time and budget requirements including rates, staffing levels and past performance on previous projects; etc.

5) Certified Minority Business Enterprise (Weight: 5 Points)

Consider whether the firm is a Certified Minority Business Enterprise. Award either all eligible points or none.

6) Recent, Current and Projected Workloads (Weight: 5 Points)

Consider the recent, current and projected workloads of the firm.

7) Volume of Work Previously Awarded to Consultant by District (Weight: 5 Points)

Consider the desire to diversify the firms that receive work from the District; etc.

EXHIBIT 5

[RETURN TO AGENDA](#)







EXHIBIT 6

[RETURN TO AGENDA](#)





sales@daniellefence.net

Location & Mailing Address: 4855 S.R. 60 W Mulberry, FL 33860

Phone: 863.425.3182 • 813.681.6181

www.DanielleFence.com



Sales Rep: Thom Simon	Estimate #: 1596	Date: 07/22/2025
-----------------------	------------------	------------------

Name: Forest Lake Community Development	
Jobsite Address: Behind 1084 Sugarwood St, Corner of Holly Hill Rd & Forest Lake Dr	
City, State, Zip: Orlando, FL 32817	
Billing Address (City, State, Zip): 12051 Corporate Blvd, Orlando, FL 32817	
Primary Email: Patricia@AnchorstoneMgt.com	Secondary Email:
Primary Phone: 407-221-9153	Work Phone:
Mobile Phone:	Secondary Mobile Phone:

Project Description:	<input checked="" type="checkbox"/> Fence	<input type="checkbox"/> Kitchen	<input type="checkbox"/> Pavers	<input type="checkbox"/> Pergola	<input type="checkbox"/> Other: _____	TOTAL \$
Take down 184' of existing 72" PVC Fence						\$7,433.00
Install 184' of 72" Almond Lakeland (R) PVC Fence						
SUB TOTAL:						\$7,433.00
Project Options:	Approve	Decline	Amount			
Upgrade to industrial .280 Hurricane Rated Posts	<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$1,051.00			
Quoted Leadtime:						DEPOSIT: \$1,794.00
OPTIONS TOTAL:						\$0.00
<input type="checkbox"/> Cash/Check	(ALL DEBIT/ CREDIT CARD TRANSACTIONS WILL BE CHARGED AN ADDITIONAL 3% CONVENIENCE CHARGE ON TOTAL VALUE OF CONTRACT)				PROJECT TOTAL:	\$7,433.00
<input type="checkbox"/> Credit Card/Debit Card						
						DEPOSIT:
						\$1,794.00
• BALANCE DUE DOES NOT INCLUDE ANY DEBIT/ CREDIT CARD FEES THAT MAY BE CHARGED						*BALANCE DUE:
						\$5,639.00

Notes:

Quote valid for 30 days or next material price increase. Client will remove any plants/debris to provide 36" of clear work area prior to installation crew arrival. No survey at time of quote. Will not match existing fence.

ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-CONTRACTORS OR MATERIAL SUPPLIERS OR NEGLECTS TO MAKE OTHER LEGALLY REQUIRED PAYMENTS. THE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE PAID YOUR CONTRACT IN FULL IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT, WHENEVER A SPECIFIC PROBLEM ARISES YOU CONSULT AN ATTORNEY.

We hereby propose to furnish labor and materials completely in accordance with the above specifications for the sum of: Total price (includes tax) **\$7,433.00 (ALL DEBIT/CREDIT CARD TRANSACTIONS WILL BE CHARGED AN ADDITIONAL 3% PROCESSING FEE ON THE TOTAL VALUE OF CONTRACT)** When permit is required, permit fees and a \$35 service fee will be added to contracted price listed above.

Danielle Fence authorized representative _____ Name(printed) _____

ACCEPTANCE OF PROPOSAL/CONTRACT

The above prices, specifications and conditions are hereby ACCEPTED. See back for contract terms and conditions.

Home Owner or Authorized Representative: _____ **Date:** _____



sales@daniellefence.net

Location & Mailing Address: 4855 S.R. 60 W Mulberry, FL 33860
 S.R. 60 W Mulberry, FL 33860
 Phone: 863.425.3182 • 813.681.6181
 www.DanielleFence.com

Sales Rep:		Estimate #: 1596		Date: 07/22/2025	
Name: Forest Lake Community Development					
Jobsite Address: Behind 1084 Sugarwood St, Corner of Holly Hill Rd & Forest Lake Dr			City, State, Zip: Orlando, FL 32817		
Billing Address (City, State, Zip): 12051 Corporate Blvd, Orlando, FL 32817					
Primary Email: Patricia@AnchorstoneMgt.com			Secondary Email:		
Primary Phone: 407-221-9153			Work Phone:		
Mobile Phone:			Secondary Mobile Phone:		
Subdivision: FOREST LAKE			Cross Street: Holly Hill Rd		
Contact: Patricia Thibault					

KEYS & NOTES

	YES	NO	
CONCRETE	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
MULTIPLE FENCE STYLES	<input type="checkbox"/>	<input checked="" type="checkbox"/>	FOOTAGE
SEPTIC/DRAINFIELD	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> PVC_____
POOL - OPEN	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> Aluminum_____
POOL - SCREENED	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> Wood_____
CORNER LOT	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> Chainlink_____
TEAR DOWN	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

APPROVALS

	YES	NO
PRIVATE UTILITIES	<input type="checkbox"/>	<input checked="" type="checkbox"/>
PERMIT REQUIRED	<input type="checkbox"/>	<input checked="" type="checkbox"/>
NOC REQ'D (OVER \$2,500)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
HOA OR POA	<input type="checkbox"/>	<input checked="" type="checkbox"/>
DANIELLE	<input type="checkbox"/>	<input checked="" type="checkbox"/>
HOMEOWNER	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Begin without Approval	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Wait for Approval	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Materials:

Take down 184' of existing 72" PVC Fence
 Install 184' of 72" Almond Lakeland (R) PVC Fence

Project Options:

Upgrade to industrial .280 Hurricane Rated Posts

Notes:

Quote valid for 30 days or next material price increase. Client will remove any plants/debris to provide 36" of clear work area prior to installation crew arrival. No survey at time of quote. Will not match existing fence.



I hereby acknowledge that the above layout is approved for installation. Purchaser agrees to uncover and mark all underground lines and piping, including but not limited to property pins, conduit, private electrical, television, or data lines, water piping, septic piping or systems, and sprinkler systems. Purchaser agrees to pay Company the additional sum of Three Hundred and Fifty and no/100 dollars (\$350.00) for its mobilization costs in the event that Purchaser changes any of the following:

- Changes to the Layout of time of installation where installers would need to leave premises and return.
- Upon arrival of installation crew, job site is not ready for installation;
- Upon arrival of installation crew, home owner has not obtained permissions and concessions on address referenced above. Customer will be invoiced for additional footage or items requested that were not part of the original contract. Purchaser is not liable for installation delays due to Acts of God.
- Installation is cancelled or postponed due any of the above mentioned items or the client has not obtained homeowners association approval prior to installation resulting in installation interruption.
- Fee is in addition to the cancellation terms and conditions.
- If no survey is available at the time an estimate is provided the contracted linear footage and contract value is subject to change either upon receipt of a current survey or at the time of installation based on actual footage installed.

Home Owner or Authorized Representative: _____ **Date:** _____

Danielle Fence Manufacturing Co. - Sales & Installation Contract

DEFINITIONS

1. Company - Danielle Fence Manufacturing Company.
2. Purchaser - The person or entity executing this Contract.
3. Contract - This document, including attachments, when executed by the Company and the Purchaser.
4. Site - The address[es] where product is to be installed.
5. Installation - The sale, delivery and placement of Product on the Site by the Company.
6. Layout - Any portion of the Contract indicating the installation location and dimensions of the product[s] to be installed.
7. Product - All goods identified to this Contract and sold by the Company to Purchaser.
8. Sale - Over-the-counter sale of Product to any person or entity without agreement by the Company for Product installation.
9. Total Price - Unless otherwise indicated on the Contract, Total Price is the estimated price of the Sale or Installation of Product by the Company including taxes. The cost of Product is based upon estimates of the amount of Product required to fulfill the Contract. Purchaser will be invoiced or credited for any increase or decrease in the materials, no credit will be issued for waste or non-standard materials required for the company's full performance.

TERMS

1. This Contract will be in full force and effect upon execution by Company and Purchaser and Purchaser's payment of the required deposit.
2. The Company will perform all Installations in a workmanlike manner and in accordance with standard practices in the industry.
3. Purchaser will obtain any permission and concession necessary for Installation, including but not limited to those required by any homeowner's association. Purchaser's Initials _____
4. Permit fees are not included in contract pricing. Purchaser will be invoiced for any permit fees that are applicable. Any contracts that are not installed within 30 days of the original quote are subject to review for material cost increases.
5. Upon execution of this Contract all Product ordered herein shall be deemed accepted by the Purchaser, without right of rejection or revocation. Cancellation of Contract by Purchaser will result in forfeiture of all deposits paid.
6. All terms of the Contract are incorporated in the Contract and Purchaser has not been induced by any promises, explicit or implicit which are not contained therein.
7. Installation scheduling will take place upon receipt of Purchaser's plot plan (survey) or signed waiver thereof. The Company will verify by telephone the date and approximate time when the company will arrive at the Site for Installation. Purchaser will prepare the Site by ensuring that the fence line and property pins are marked at that date and time.
8. Purchaser agrees to pay Company the sum of Three Hundred and Fifty and no/100 Dollars (\$350.00) for its mobilization costs in the event that Purchaser changes any terms of this Contract; changes the Layout; upon arrival of installation crew, job site is not ready for Installation; does not prepare the Site for Installation; or does not obtain permissions and concessions referenced above. Customer will be invoiced for additional footage or items requested that were not part of the original contract. Purchaser is not liable for Installation delays due to Acts of God.
9. Purchaser waives and the Company disclaims all warranties of fitness for a particular purpose and merchantability.
10. Purchaser may not transfer or assign this Contract to any person or entity.
11. All proprietary rights and interest in this Sales & Installation Contract shall be vested in the Company, and all other rights including but without limitation, patent, registered design, copyright, trademark, service mark, connected with this Contract shall also be vested in the Company.

PERFORMANCE

1. Performance by the Company shall be complete upon either the Sale or Installation of Product.
2. Performance by the Purchaser shall be complete upon payment of the Total Price at the time of Sale or Installation.

PAYMENT

1. Purchaser will pay Company the outstanding balance of the Total Price at the time of Sale or Installation by Visa, Mastercard, American Express, Discover, cash, pre-approved personal check, cashier's check or money order by hand or US Mail to 4855 S.R. 60 W, Mulberry, Florida 33860. In the event that Purchaser does not pay the Total Price at the time of Sale or Installation it will pay interest on that amount at the rate of one-and-one-half percent per month (1.5% month).
2. The Company does not extend credit to any Purchaser.
3. Purchaser will have not title or right to possession of any Product provided by the Company until Purchaser pays the Total Price in full. Company retains all liens, including purchase money liens, on all Products until such time as Total Price has been paid.

MISCELLANEOUS

1. Non-liability - The Company does not guarantee or warrant Products which it does not install. By executing this Contract, the Purchaser waives any rights which it may have, now or in the future against the Company, its agents or suppliers for Product which fails after the Sale.
2. Underground facilities - Purchaser's Initials _____
 - (a) Purchaser will notify Contractor of all underground lines or piping on the Site.
 - (b) Purchaser will uncover and mark all underground lines and piping, including but not limited to conduit, private electrical or television lines, water piping, drain fields, sprinkler systems and septic systems.
 - (c) Purchaser will indemnify and hold the Company harmless for damage to underground cables, pipes, drain fields, septic systems, structures or other underground facilities located on the Site, whether owned by Purchaser or another, if damaged by Company in the course of performance of this contract.
 - (d) If the installation requires drilling through existing concrete or brick pavers, Company is not responsible for cracking or breakage.
3. Costs and Attorney's Fees - If Purchaser breaches the Contract the Company may remedy that breach using any remedies available under the laws of the State of Florida. In any action brought by the Company in connection with this Contract it will be entitled to recover from the Purchaser, all costs, including attorneys' fees, at the pre-trial, trial, post-trial and appellate levels.
4. Right of Repossession - In the event that Purchaser defaults in the payment of the Total Price for greater than ninety (90) days, the Company may, at its own election and without notice to Purchaser, reenter Purchaser's property and repossess all products provided under this Contract. Upon repossession, the Company will be entitled to all outstanding amounts and the costs of repossession, including labor and materials, attorneys' fees and pre- and Post-judgment interest at the highest rate permitted by Florida law.
5. Choice of Law - This Contract shall be governed by the laws of the State of Florida and the Courts of Polk County Florida shall have exclusive jurisdiction for the determination of all disputes arising thereunder.
6. Void or Voidable Provisions - This Contract shall remain in full force and effect if any provision herein is found to be void or voidable and in this instance the Contract shall be interpreted as though that provision were not incorporated herein.
7. Vinyl fence height listed on the contract includes two inches of ground clearance.

Purchaser Acknowledgment: _____

Date: _____



I, Forest Lake request "fence" to be installed on my property at Forest Lake CDD, and assume all responsibility for its placement, including which way the fence will face (i.e. finished side in or finished side out).

Danielle Fence Mfg. Co., Inc. is not liable for the location and/or placement of this fence for one or more of the following reasons (please check and initial all that apply):

No copies of a "current" Survey with a seal is available. If a copy is not made available the fence will be installed as per signed contract layout drawing. Customer assumes **total** responsibility of cost if take down and relocation is required.

Customer wants fence with finished side facing in.

Customer wants fence placed in a wetland or easement area.

Customer is aware fence is all or partially off property.

Customer selected a fence style that does not meet pool code.

Customer has not received HOA approval and accepts full responsibility for installation of the fence and any cost of relocation of the fence.

Order materials and begin fabrication prior to approval with the full understanding homeowner is responsible for all costs incurred.

Do not order materials or start fabrication until HOA is approved, understanding that the quoted lead-time starts when we receive the written HOA Approval.

Additional comments or notes:

Signature: _____

Date: _____



Should you decide to have Danielle Fence Manufacturing install your fence, let us give you some helpful information on what is required and what to expect.

- Before proceeding with installation plans, we recommend you make yourself aware of the restrictions that may apply in your subdivision, city or county. What fence height is acceptable? What style, color or quality is acceptable? Are there any easements, wetlands or other restrictions that we should be aware of before installation? Upon request, Danielle Fence Manufacturing can assist the homeowner with filling out and submitting necessary paperwork for their Homeowners Association's approval.
- When considering whether a wood fence's finished side will face in or out, if the fence is to be located near an existing neighbor's fence, run alongside a hedge row or near any immovable structure, we must have 36" clearance between the finished side and any of these obstructions. PVC fence does not require this clearance, however, there should be adequate room in which to work.
- Is the proposed fence line clear? Are there any bushes, trees or roots to work around?
- How much clearance is acceptable between the bottom of your fence and the ground?
- Are there small animals? Do you need clearance for trimming grass? Depending on the terrain, it may not be possible to keep the clearance between the fence and the ground consistent?
- If there is a swimming pool, what gate hardware is required? Can the gate swing out according to code requirements? Will there be a swimming pool in the future?
- A 25% deposit, along with a signed copy of the contract on standard stock items will get your order processed and into our installation schedule. On non-standard items or custom orders we will require a 50% deposit to process your order. You may pay by cash, check, Visa, MasterCard, American Express or Discover. Your order will be processed only when both the deposit and the signed copy of the contract are received, even if we have a deposit and a verbal okay to proceed. The balance is due on the day of installation.
- Danielle Fence also requires a copy of your property survey/plot plan and the property pins located to insure the fence is placed on your property. If the property pins are not located, the homeowner must sign a release accepting responsibility for the fence location. It is customary for the fence to run 4 to 6 inches inside the property line.
- Danielle Fence takes responsibility for public utility locating. Danielle Fence will order a utility locator to mark electrical lines, cable TV lines, phone lines and gas lines. The utility locate company will not locate sprinkler, water lines, sewer lines or any lines that the property owner may have installed such as a gas line for a pool heater or electric line for a pool or water-well pump. In light of this, Danielle Fence will not assume any responsibility for damages to any underground items that may be damaged during installation.
- Once the utility locate has been ordered, you may or may not see flags/spray painted markings indicating underground utility lines. If you do and they are in conflict with the proposed fence line, please call us right away. FL State Law PROHIBITS any digging within 24 inches of public utility markers.
- Your installation date will be set the week prior to the week of your installation. Typically, that means you will be contacted late in the week confirming your installation for the following week. We ask that you're present for as much of the installation as possible, especially the first hour, to insure the installation foreman can go over the layout, which way the gates swing, their exact location and any other details that need attention. Any changes to the contract must be done in advance of the installation day and must be signed for approval.

Should you have any questions, please feel free to call and speak to any of our representatives. These items are just some of the items needed prior to purchasing a fence. For terms and conditions see your contract.

I have read and understand the above _____

Print name _____



EXHIBIT 7

[RETURN TO AGENDA](#)



As the owner of the Forest Lake CDD logo, I have updated it to reflect our recent departure from NPI and to differentiate us from our previous company.
Please review the attached updated logo.
Kindly advise if a review is necessary.



EXHIBIT 8

[RETURN TO AGENDA](#)



AGREEMENT FOR SERVICES

This "Agreement" is by and between: **Forest Lake Community Development District** ("District") and **Mele Environmental Services, LLC** ("Contractor"):

- 1. EFFECTIVE DATE. The Agreement shall be deemed effective as of the date of the full execution of the Agreement.
2. SCOPE OF SERVICES. The Contractor agrees to provide the "Services" outlined in Exhibit A. Contractor hereby covenants to the District that it shall perform the Services: (i) using its best skill and judgment and in accordance with generally accepted professional standards, and (ii) in compliance with all applicable federal, state, county, municipal, building and zoning, land use, environmental, public safety, non-discrimination and disability accessibility laws, codes, ordinances, rules and regulations, permits and approvals for all required basic disciplines that it shall perform.
3. COMPENSATION. As compensation for the Services described in this Agreement, the District agrees to pay the Contractor the amounts set forth in Exhibit A. The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month.
4. CARE OF DISTRICT PROPERTY. Contractor shall use all due care to protect the property of the District, its patrons, landowners and authorized guests from damage by Contractor or its employees or agents. Contractor agrees to repair any damage resulting from the Services within twenty-four (24) hours.
5. STANDARD OF CARE; INDEMNIFICATION. Contractor shall use reasonable care in performing the services and shall be responsible for any harm of any kind to persons or property resulting from Contractor's actions or inactions.
6. INSURANCE. The Contractor or any subcontractor performing the work described in this Agreement shall maintain throughout the term of this Agreement the insurance identified in the Certificate of Insurance attached hereto as Exhibit B.
7. SOVEREIGN IMMUNITY. Contractor further agrees that nothing in the Agreement between the parties shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, Florida Statutes, or other statute.
8. TERMINATION. The Agreement may be terminated immediately by the District for cause, or for any or no reason upon 5 days written notice by either party.
9. PUBLIC RECORDS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes.
10. ATTORNEY'S FEES. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.
11. SCRUTINIZED COMPANIES. Contractor certifies that it is not in violation of section 287.135, Florida Statutes, and is not prohibited from doing business with the District under Florida law, including but not limited to Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.
12. E-VERIFY. Contractor shall comply with and perform all applicable provisions of Section 448.095, Florida Statutes.
13. CONFLICTS. To the extent any of the provisions of this Agreement are in conflict with the provisions of Exhibit A, this document controls.
14. ANTI-HUMAN TRAFFICKING STATEMENT. The Contractor does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, and the Contractor has complied, and agrees to comply, with the provisions of Section 787.06, Florida Statutes.

IN WITNESS WHEREOF, the parties execute the foregoing Agreement.

Mele Environmental Services, LLC

Forest Lake Community Development District

By: [Signature]
Its: 7-16-25

By: [Signature]
Its: Chairman

- Exhibit A: Proposal
Exhibit B: Insurance Certificate with Endorsements

Exhibit A: Proposal

Cutting up downed live oak tree and hauling off the tree and any related debris off property

Mele Environmental Services LLC
8911 pine grove dr
Lakeland, FL 33809 US
+18633275693
mele.environmental@gmail.com
<http://www.lakelandlawnmaintenance.com>



Estimate

ADDRESS
Forest Lake CDD
Davenport FL

ESTIMATE # 1132
DATE 07/15/2025

ACTIVITY	QTY	RATE	AMOUNT
Tree Services Cutting up downed live oak tree and hauling debris off property.	1	350.00	350.00
TOTAL			\$350.00

Accepted By

Accepted Date

Exhibit B: Certificate of Insurance

EXHIBIT 9

[RETURN TO AGENDA](#)





Phone: (863) 797-7525 (863) 968-6713

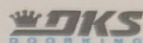
DATA + ACCESS CONTROL + SECURITY + INTRUSION + CCTV +

MONITORING + IT + LOCKS + GATES

LIC. EG13000790

ECSINTEGRATIONS.COM

Forest Lake CDD / Replace Access System



Date:	8/4/2025	PROPOSAL	Proposal No:	TH25804
Submitted to:	Forest Lake CDD	Job Location:	Forest Lake CDD / Replace Access System	
Attention:	Patricia Thibault Title: DM	Attention:	Patricia Thibault Title:	
Email:	patricia@anchorstonemgt.com	Email:	patricia@anchorstonemgt.com	
Phone:	407-698-5350 Fax:	Phone:	407-698-5350 Fax:	
Address:	255 Primera Blvd # 160	Address:	1595 Aspen drive Drive	
City / ST	LakeMary / FL Zip: 32746	City / ST	Haines City / FL Zip: 33844	

SCOPE OF WORK:

REPLACE / INSTALL 2 CDVI MAIN BOARDS . REPLACE / INSTALL 3 KEYPAD / READERS . PROGRAM . TEST

INCLUDED MATERIALS:

2- MAIN CDVI BOARDS ONLY . 3 - KEYPAD / PROX READERS . ALL PROGRAMMING NEEDED . BLUE LABEL SHIPPING ON ALL 5 PIECES OF EQUIPMENT INCLUDED .

INCLUSIONS:

• Quoted price will include materials specified, normal freight for all materials, filed notice to owner, equipment submittals, wire and device installation, final check-out and certification, one staff training session on the systems' operation.

CONSIDERATIONS & EXCLUSIONS:

- All work described in this proposal is to be performed during normal business hours unless otherwise noted.
- Customer agrees to provide uninterrupted and unhindered access to all necessary work areas during normal business hours. Any hindrance of ECSI technicians will result in additional labor charges of \$85/man hour.
- ECSI is not responsible for any changes the Authority Having Jurisdiction (AHJ) or customer may deem necessary. Any alteration or deviation from the original scope involving additional costs will be executed only upon written orders. Work, including closing of the permit, will be halted until the authorization for the change order is received in writing. ECSI will accept payments with a credit card. These are subject to a 4% processing fee.
- Permit documents and fees are not included as specified above. Tax is excluded.
- This proposal does NOT include repairing any pre-existing troubles that may be present, including those troubles that may not be detected until proposed work is complete. (Such trouble issues may arise from any field device, field wiring, module, panel or system connected to the panel)
- This proposal does NOT cover ancillary device connections, overtime, lifts, patching, fire caulking existing penetrations, painting, phone lines, damage by others, or additional inspections required by AHJ.
- The customer is responsible for providing all connections to high voltage system components, and all conduit of the correct size to accommodate ECSI wire fills (with pull string installed).
- Unless instructed by writing prior to commencement of work, all parts removed from jobsite will be discarded without notice.

Additional notes added at time of acceptance: 50% DEPOSIT DUE PRIOR TO INSTALL.

Terms: First billing will include all parts for job start-up and mobilization labor. All billing thereafter will be billed monthly on percent of job completed.	GRAND TOTAL:	\$3,929.00
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This proposal is valid through 9/3/2025

ECSI Sales Rep: _____ ECSI Officer: _____ Date _____
 (Sales Representative) (Authorizing Officer Signature)

THIS IS A BINDING CONTRACT. The person executing this Contract represents and warrants that he/she has full authority to enter into this Contract on behalf of the Customer. The undersigned hereby acknowledges reading, understanding, and accepting all the prices, specifications, terms and conditions set forth in this Contract, including those on page two of this document which are incorporated herein and by reference made a part hereof. The undersigned authorizes ECSI to perform the work specified herein.

Customer Name: _____
ECS INTEGRATIONS- rev 2021-10-11

Signature: *Patricia Comings-thibault*

Date: 8-4-25

TERMS & CONDITIONS:

1. Required Approval: This Contract shall not be binding upon ECSI until signed by an officer of ECSI. In the event this Contract is not approved by said officer of ECSI, ECSI's liability shall be limited to refunding Subscriber the amount paid, if any, upon signing this Contract.

2. Warranty:

A. Standard Warranty: ECSI guarantees all material to be as specified. All work shall be completed in a workmanlike manner according to standard industry practices. Materials & labor are warranted for 90 days from date of installation or for the term of the selected Extended Service Plan if Subscriber elects to participate in such plan. There is no labor and material warranty on any customer provided equipment.

B. Extended Warranty: Applicable only if specified on face of this contract and is contingent upon ECSI being contracted to provide Central Station Monitoring Services and perform all of the NFPA mandated tests and inspections of the installed fire protection systems'.

C. All Warranty obligations exclude pre-existing to remain components, batteries, acts of God, fire, theft, vandalism, or tampering by unauthorized personnel. All warranty's are void if any party not authorized by ECSI performs work on any item installed by ECSI.

3. Hours of Service: All work required by this Contract shall be performed between 8:00 a.m. and 4:30 p.m. on normal business days, except in the case of emergency. Service calls received after 3:30 p.m. are subject to after-hour rates.

4. Subscriber Responsibilities:

A. Subscriber agrees not to tamper with, remove, or otherwise interfere with the communication software and agrees to furnish, at Subscriber's expense, all 110 volt AC power, electrical outlets, receptacles, and telephone hook-ups as deemed necessary by ECSI for connection of the equipment.

B. Subscriber must visually inspect system components periodically and, if a problem is discovered, notify ECSI immediately. When ECSI alerts Subscriber of any issue with the system that requires correction, Subscriber assumes full responsibility for taking action to resolve the reported issue.

C. Subscriber must inform ECSI, in writing, of any change in fire rating bureau or agency. Subscriber must also inform ECSI, in writing, of any change in the list of people that ECSI is to call in the event of alarm activation. ECSI is not responsible for any errors, omissions, or failure to update such list by Subscriber.

5. Default:

A. Event of Default: Subscriber shall be in default of this Contract if Subscriber: (a) fails to pay any installation charge, (b) fails to pay any monitoring or service charge, (c) willfully or negligently causes repeated false alarms, (d) cancels this Contract without cause before the end of its term, or (e) fails to perform any other obligations under this Contract.

B. ECSI's Remedy Upon Default.

i. Terminate Contract: If Subscriber defaults, ECSI may terminate this Contract ten (10) days after written notice of default if Subscriber has not cleared the default by that date.

ii. Damages: If Subscriber defaults, Subscriber shall pay ECSI any money due for any product or services provided prior to default. Additionally, Subscriber shall pay an amount equal to 60% of the remaining monitoring and/or Extended Service Plan fees, plus any other damages to which ECSI may be entitled under applicable law.

iii. Costs: In the event either Party resorts to legal action to enforce the terms and provisions of this Agreement, or as a result of any breach under this Agreement, the prevailing Party shall be entitled to recover the costs of such action so incurred, including, without limitation, reasonable attorneys' fees, arbitration fees, prejudgment interest, and any other reasonable and related expenses of collection.

6. Changes: Any alteration or deviation from the specified work involving extra costs, will be executed only upon written orders, and will become an extra charge. The cost of any changes to the scope of work described herein made at the request of or made necessary or required by Subscriber's action, or which may be required by any governmental agency or insurance interest or inspection and rating bureaus are to be borne solely by Subscriber. SUBSCRIBER ACKNOWLEDGES THAT SUBSCRIBER HAS CHOSEN THE SYSTEM AND THAT ADDITIONAL PROTECTION IS AVAILABLE AND MAY BE OBTAINED FROM ECSI AT AN ADDITIONAL COST TO SUBSCRIBER. All risk of loss or damage to the system shall be borne exclusively by Subscriber.

7. External

Services: Any fines levied by a municipality or government agency regarding false alarms shall be the sole responsibility of the Subscriber. Additional fees levied by monitoring agency for any reason, including but not limited to those caused by runaway dialers, runner services, etc. shall be the sole responsibility of Subscriber. Such fees shall be added to the service charges or billed to Subscriber directly by the appropriate agency. 8.A. Limitation of Damages (cont.)

The payments under this Contract are based solely upon the value of the services provided and it is not the intention of the parties that the ECSI assume responsibility for any loss or damage sustained through burglary.

8. ECSI'S LIMITS OF LIABILITY:

A. Limitation of Damages: IT IS UNDERSTOOD AND AGREED THAT ECSI IS NOT AN INSURER AND THAT INSURANCE, IF ANY, COVERING INJURY AND PROPERTY LOSS OR DAMAGE ON SUBSCRIBER'S PREMISES SHALL BE OBTAINED BY THE SUBSCRIBER.

8. A. Limitation of Damages (cont.)

The payments under this Contract are based solely upon the value of the services provided and it is not the intention of the parties that ECSI assume responsibility for any loss or damage sustained through burglary, theft, robbery, fire, or other cause, or that there exists or shall exist any liability on the part of ECSI by virtue of this Contract. Notwithstanding these provisions, if there should arise any liability on the part of ECSI, such liability is and shall be limited to a sum equal to the service charge for a period of six (6) months or \$500.00 whichever is less, which sum is liquidated damages and not a penalty. In the event that Subscriber wishes ECSI to assume greater liability, Subscriber may obtain from ECSI a higher limit by paying an additional amount proportioned to the responsibility and a rider shall be attached to this Contract, setting forth the additional liability of ECSI and the additional charges. However, any such additional obligation does not make ECSI an insurer.

B. Interruption of Service: ECSI shall not be liable for any damage or loss sustained by Subscriber as a result of any delay in service or installation of equipment, equipment failure, or interruption of service due to electric failures, strikes, war, acts of God, or other causes, including ECSI's negligence in the performance of this Contract. The estimated date that work is to be substantially completed is not a definite completion date and time is not of the essence.

C. Disclaimer of Warranties: ECSI does not represent or warrant that the system may not be compromised or circumvented; or that the system will prevent any loss by burglary, hold-up, fire or otherwise; or that the system will in all cases provide the protection for which it is installed or intended. Subscriber acknowledges and agrees that ECSI has made no representations or warranties, expressed or implied, as to any matter whatsoever including without limitation the condition of equipment, its merchantability or its fitness for any particular purpose; nor has Subscriber relied on any representations or warranties, expressed or implied, that any affirmation of fact or promise shall not be deemed to create an express warranty and that there are no warranties which extend beyond the face of this Contract, that

ECSI is not an insurer, that Subscriber assumes all risk of loss or damage to Subscriber's premises or the contents thereof, and that Subscriber has read and understands all of this Contract, particularly paragraph eight (8) which sets forth ECSI's maximum liability in the event of any loss or damage to Subscriber or anyone else.

9. Third Party Indemnification: In the event any person, not a party to this contract, shall make any claim or file any lawsuit against ECSI for any reason relating to ECSI's duties and obligations pursuant to this Contract, including but not limited to the design, installation, maintenance, monitoring, operation, or any failure of the alarm system to operate properly, Subscriber agrees to indemnify, defend and hold ECSI harmless from any and all claims and lawsuits, including the payment of all damages, expenses, costs, and attorney's fees to the extent Subscriber agrees to indemnify, defend and hold ECSI harmless from any and all claims and lawsuits, including the payment of all damages, expenses, costs, and attorney's fees to the extent caused by Subscriber. The parties agree that there are no third party beneficiaries of this Contract. Subscriber, for itself and any of its insurance carriers waives any right of subrogation. Subscriber's insurance carriers may have against ECSI or any of its subcontractors, subject to the advice of Subscriber's counsel.

10. Assignment: ECSI shall have the right to assign this Contract without notice to Subscriber and shall have the further right to subcontract any services which it may perform. ECSI shall inform Subscriber when services are subcontracted and shall maintain current proof of subcontractor's state license, general insurance, and workers compensation coverage. Subscriber acknowledges that this Contract, and particularly those paragraphs relating to disclaimer of warranties, liquidated damages and third party indemnification, inure to the benefit of, and are applicable to any subcontractors employed by ECSI to provide monitoring, maintenance, installation or service of the system(s) and they bind Subscriber to said subcontractors with the same force and effect as they bind Subscriber to ECSI.

11. Severability: In the event any of the terms or provisions of this Contract shall be declared to be invalid or inoperative, all of the remaining terms and provisions shall remain in full force and effect.

12. Notices: All notices to be given hereunder shall be in writing and may be served either personally or by mail, postage prepaid to the addresses set forth in the Contract or to any other from time to time in writing.

13. Binding Arbitration: This Contract is binding for ECSI, Subscriber, successors in interest, agents, employees, shareholders, officers, former employees, former officers, directors, subsidiaries, parent corporations, attorneys, and all other entities acting on the their behalf. Parties agree to submit to binding arbitration, conducted by the American Arbitration Association under the Construction Industry Arbitration Rules, any matters which cannot otherwise be resolved, and expressly waive any and all rights in law and equity to bringing any civil disagreement before a court of law, except that judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

14. Entire Agreement: This Contract is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of the terms. This Contract supersedes all prior representations, understandings or agreements of the parties. This Contract can only be modified in a writing signed by the parties. No waiver of a breach of any term or condition of this Contract shall be construed to be a waiver of any succeeding breach.

EXHIBIT 10

[RETURN TO AGENDA](#)





Phone: (863) 797-7525 (863) 968-6713

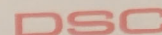
DATA + ACCESS CONTROL + SECURITY + INTRUSION + CCTV +

MONITORING + IT + LOCKS + GATES

LIC. EG13000790

ECSINTEGRATIONS.COM

Forest Lake CDD / Replace Access System



PROPOSAL		Proposal No:	TH25804
Date:	8/4/2025	Job Location:	Forest Lake CDD / Replace Access System
Submitted to:	Forest Lake CDD	Attention:	Patricia Thibault Title: _____
Attention:	Patricia Thibault Title: DM	Email:	patricia@anchorstonemgt.com
Email:	patricia@anchorstonemgt.com	Phone:	407-698-5350 Fax: _____
Phone:	407-698-5350 Fax: _____	Address:	1595 Aspen drive Drive
Address:	255 Primera Blvd # 160	City / ST	Haines City / FL Zip: 33844
City / ST	LakeMary / FL Zip: 32746		

SCOPE OF WORK:

REPLACE / INSTALL 2 CDVI MAIN BOARDS . REPLACE / INSTALL 3 KEYPAD / READERS . PROGRAM . TEST

INCLUDED MATERIALS:

2- MAIN CDVI BOARDS ONLY . 3 - KEYPAD / PROX READERS . ALL PROGRAMMING NEEDED . BLUE LABEL SHIPPING ON ALL 5 PIECES OF EQUIPMENT INCLUDED .

INCLUSIONS:

• Quoted price will include materials specified, normal freight for all materials, filed notice to owner, equipment submittals, wire and device installation, final check-out and certification, one staff training session on the systems' operation.

CONSIDERATIONS & EXCLUSIONS:

- All work described in this proposal is to be performed during normal business hours unless otherwise noted.
- Customer agrees to provide uninterrupted and unhindered access to all necessary work areas during normal business hours. Any hindrance of ECS Integrations (ECSI) technicians will result in additional labor charges of \$85/man hour.
- ECSI is not responsible for any changes the Authority Having Jurisdiction (AHJ) or customer may deem necessary. Any alteration or deviation from the original scope involving additional costs will be executed only upon written orders. Work, including closing of the permit, will be halted until the authorization for the change order is received in writing. ECSI will accept payments with a credit card. These are subject to a 4% processing fee.
- Permit documents and fees are not included as specified above. Tax is excluded.
- This proposal does NOT include repairing any pre-existing troubles that may be present, including those troubles that may not be detected until proposed work is complete. (Such trouble issues may arise from any field device, field wiring, module, panel or system connected to the panel)
- This proposal does NOT cover ancillary device connections, overtime, lifts, patching, fire caulking existing penetrations, painting, phone lines, damage by others, or additional inspections required by AHJ.
- The customer is responsible for providing all connections to high voltage system components, and all conduit of the correct size to accommodate ECSI wire fills (with pull string installed).
- Unless instructed by writing prior to commencement of work, all parts removed from jobsite will be discarded without notice.

Additional notes added at time of acceptance: 50% DEPOSIT DUE PRIOR TO INSTALL.

Terms: First billing will include all parts for job start-up and mobilization labor. All billing thereafter will be billed monthly on percent of job completed.

GRAND TOTAL: \$1,951.00

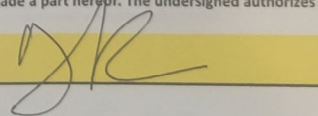
This proposal is valid through 9/3/2025

ECSI Sales Rep: _____
(Sales Representative)

ECSI Officer: _____
(Authorizing Officer Signature) Date

THIS IS A BINDING CONTRACT. The person executing this Contract represents and warrants that he/she has full authority to enter into this Contract on behalf of the Customer. The undersigned hereby acknowledges reading, understanding, and accepting all the prices, specifications, terms and conditions set forth in this Contract, including those on page two of this document which are incorporated herein and by reference made a part hereof. The undersigned authorizes ECSI to perform the work specified herein.

Customer Name: _____
ECS INTEGRATIONS- rev 2021-10-11

Signature: 

Date: 8-4-25

TERMS & CONDITIONS:

1. Required Approval. This Contract shall not be binding upon ECSI until signed by an officer of ECSI. In the event this Contract is not approved by said officer of ECSI, ECSI's liability shall be limited to refunding Subscriber the amount paid, if any, upon signing this Contract.

2. Warranty.

A. Standard Warranty. ECSI guarantees all material to be as specified. All work shall be completed in a workmanlike manner according to standard industry practices. Materials & labor are warranted for 90 days from date of installation or for the term of the selected Extended Service Plan if Subscriber elects to participate in such plan. There is no labor and material warranty on any customer provided equipment.

B. Extended Warranty. Applicable only if specified on face of this contract and is contingent upon ECSI being contracted to provide Central Station Monitoring Services and perform all of the NFPA mandated tests and inspections of the installed fire protection systems.

C. All Warranty obligations exclude pre-existing to remain components, batteries, acts of God, fire, theft, vandalism, or tampering by unauthorized personnel. All warranty's are void if any party not authorized by ECSI performs work on any item installed by ECSI.

3. Hours of Service. All work required by this Contract shall be performed between 8:00 a.m. and 4:30 p.m. on normal business days, except in the case of emergency. Service calls received after 3:30 p.m. are subject to after-hour rates.

4. Subscriber Responsibilities:

A. Subscriber agrees not to tamper with, remove, or otherwise interfere with the communication software and agrees to furnish, at Subscriber's expense, all 110 volt AC power, electrical outlets, receptacles, and telephone hook-ups as deemed necessary by ECSI for connection of the equipment.

B. Subscriber must visually inspect system components periodically and, if a problem is discovered, notify ECSI immediately. When ECSI alerts Subscriber of any issue with the system that requires correction, Subscriber assumes full responsibility for taking action to resolve the reported issue.

C. Subscriber must inform ECSI, in writing, of any change in fire rating bureau or agency. Subscriber must also inform ECSI, in writing, of any change in the list of people that ECSI is to call in the event of alarm activation. ECSI is not responsible for any errors, omissions, or failure to update such list by Subscriber.

5. Default:

A. Event of Default. Subscriber shall be in default of this Contract if Subscriber: (a) fails to pay any installation charge, (b) fails to pay any monitoring or service charge, (c) willfully or negligently causes repeated false alarms, (d) cancels this Contract without cause before the end of its term, or (e) fails to perform any other obligations under this Contract.

B. ECSI's Remedy Upon Default.

i. Terminate Contract. If Subscriber defaults, ECSI may terminate this Contract ten (10) days after written notice of default if Subscriber has not cleared the default by that date.

ii. Damages. If Subscriber defaults, Subscriber shall pay ECSI any money due for any product or services provided prior to default. Additionally, Subscriber shall pay an amount equal to 60% of the remaining monitoring and/or Extended Service Plan fees, plus any other damages to which ECSI may be entitled under applicable law.

iii. Costs. In the event either Party resorts to legal action to enforce the terms and provisions of this Agreement, or as a result of any breach under this Agreement, the prevailing Party shall be entitled to recover the costs of such action so incurred, including, without limitation, reasonable attorneys' fees, arbitration fees, prejudgment interest, and any other reasonable and related expenses of collection.

6. Changes: Any alteration or deviation from the specified work involving extra costs, will be executed only upon written orders, and will become an extra charge. The cost of any changes to the scope of work described herein made at the request of or made necessary or required by Subscriber's action, or which may be required by any governmental agency or insurance interest or inspection and rating bureaus are to be borne solely by Subscriber. SUBSCRIBER ACKNOWLEDGES THAT SUBSCRIBER HAS CHOSEN THE SYSTEM AND THAT ADDITIONAL PROTECTION IS AVAILABLE AND MAY BE OBTAINED FROM ECSI AT AN ADDITIONAL COST TO SUBSCRIBER. All risk of loss or damage to the system shall be borne exclusively by Subscriber.

7. External Services: Any fines levied by a municipality or government agency regarding false alarms shall be the sole responsibility of the Subscriber. Additional fees levied by monitoring agency for any reason, including but not limited to those caused by runaway dialers, runner services, etc. shall be the sole responsibility of Subscriber. Such fees shall be added to the service charges or billed to Subscriber directly by the appropriate agency. 8.A. Limitation of Damages (cont.)

The payments under this Contract are based solely upon the value of the services provided and it is not the intention of the parties that the ECSI assume responsibility for any loss or damage sustained through burglary.

8. ECSI'S LIMITS OF LIABILITY:

A. Limitation of Damages. IT IS UNDERSTOOD AND AGREED THAT ECSI IS NOT AN INSURER AND THAT INSURANCE, IF ANY, COVERING INJURY AND PROPERTY LOSS OR DAMAGE ON SUBSCRIBER'S PREMISES SHALL BE OBTAINED BY THE SUBSCRIBER.

8. A. Limitation of Damages (cont.)

The payments under this Contract are based solely upon the value of the services provided and it is not the intention of the parties that ECSI assume responsibility for any loss or damage sustained through burglary, theft, robbery, fire, or other cause, or that there exists or shall exist any liability on the part of ECSI by virtue of this Contract. Notwithstanding these provisions, if there should arise any liability on the part of ECSI, such liability is and shall be limited to a sum equal to the service charge for a period of six (6) months or \$500.00 whichever is less, which sum is liquidated damages and not a penalty. In the event that Subscriber wishes ECSI to assume greater liability, Subscriber may obtain from ECSI a higher limit by paying an additional amount proportioned to the responsibility and a rider shall be attached to this Contract, setting forth the additional liability of ECSI and the additional charges. However, any such additional obligation does not make ECSI an insurer.

B. Interruption of Service. ECSI shall not be liable for any damage or loss sustained by Subscriber as a result of any delay in service or installation of equipment, equipment failure, or interruption of service due to electric failures, strikes, war, acts of God, or other causes, including ECSI's negligence in the performance of this Contract. The estimated date that work is to be substantially completed is not a definite completion date and time is not of the essence.

C. Disclaimer of Warranties. ECSI does not represent or warrant that the system may not be compromised or circumvented; or that the system will prevent any loss by burglary, hold-up, fire or otherwise; or that the system will in all cases provide the protection for which it is installed or intended. Subscriber acknowledges and agrees that ECSI has made no representations or warranties, expressed or implied, as to any matter whatsoever including without limitation the condition of equipment, its merchantability or its fitness for any particular purpose; nor has Subscriber relied on any representations or warranties, expressed or implied, that any affirmation of fact or promise shall not be deemed to create an express warranty and that there are no warranties which extend beyond the face of this Contract; that

ECSI is not an insurer; that Subscriber assumes all risk of loss or damage to Subscriber's premises or the contents thereof, and that Subscriber has read and understands all of this Contract, particularly paragraph eight (8) which sets forth ECSI's maximum liability in the event of any loss or damage to Subscriber or anyone else.

9. Third Party Indemnification: In the event any person, not a party to this contract, shall make any claim or file any lawsuit against ECSI for any reason relating to ECSI's duties and obligations pursuant to this Contract, including but not limited to the design, installation, maintenance, monitoring, operation, or any failure of the alarm system to operate properly, Subscriber agrees to indemnify, defend and hold ECSI harmless from any and all claims and lawsuits, including the payment of all damages, expenses, costs, and attorney's fees to the extent Subscriber agrees to indemnify, defend and hold ECSI harmless from any and all claims and lawsuits, including the payment of all damages, expenses, costs, and attorney's fees to the extent caused by Subscriber. The parties agree that there are no third party beneficiaries of this Contract. Subscriber, for itself and any of its insurance carriers waives any right of subrogation Subscriber's insurance carriers may have against ECSI or any of its subcontractors, subject to the advice of Subscriber's counsel.

10. Assignment: ECSI shall have the right to assign this Contract without notice to Subscriber and shall have the further right to subcontract any services which it may perform. ECSI shall inform Subscriber when services are subcontracted and shall maintain current proof of subcontractor's state license, general insurance, and workers compensation coverage. Subscriber acknowledges that this Contract, and particularly those paragraphs relating to disclaimer of warranties, liquidated damages and third party indemnification, inure to the benefit of, and are applicable to any subcontractors employed by ECSI to provide monitoring, maintenance, installation or service of the system(s) and they bind Subscriber to said subcontractors with the same force and effect as they bind Subscriber to ECSI.

11. Severability: In the event any of the terms or provisions of this Contract shall be declared to be invalid or inoperative, all of the remaining terms and provisions shall remain in full force and effect.

12. Notices: All notices to be given hereunder shall be in writing and may be served either personally or by mail, postage prepaid to the addresses set forth in the Contract or to any other from time to time in writing.

13. Binding Arbitration: This Contract is binding for ECSI, Subscriber, successors in interest, agents, employees, shareholders, officers, former employees, former officers, directors, subsidiaries, parent corporations, attorneys, and all other entities acting on the their behalf. Parties agree to submit to binding arbitration, conducted by the American Arbitration Association under the Construction Industry Arbitration Rules, any matters which cannot otherwise be resolved, and expressly waive any and all rights in law and equity to bringing any civil disagreement before a court of law, except that judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

14. Entire Agreement: This Contract is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of the terms. This Contract supersedes all prior representations, understandings or agreements of the parties. This Contract can only be modified in a writing signed by the parties. No waiver of a breach of any term or condition of this Contract shall be construed to be a waiver of any succeeding breach.

EXHIBIT 11

[RETURN TO AGENDA](#)



**KUTAK ROCK LLP
RETENTION AND FEE AGREEMENT**

I. PARTIES

THIS RETENTION AND FEE AGREEMENT (“**Agreement**”) is made and entered into by and between the following parties:

A. Forest Lake Community Development District
Anchor Stone Management, LLC
255 Primera Boulevard, Suite 160
Lake Mary, FL 32746

and

B. Kutak Rock LLP
107 West College Avenue
Tallahassee, FL 32301

II. SCOPE OF SERVICES

In consideration of the mutual undertakings and agreements contained herein, the parties agree as follows:

- A. The Client agrees to employ and retain Kutak Rock as its attorney and legal representative for general advice, counseling and representation of Client and its Board of Supervisors.
- B. Kutak Rock accepts such employment and agrees to serve as attorney for and provide legal representation to the Client in connection with those matters referenced above. No other legal representation is contemplated by this Agreement. Any additional legal services to be provided under the terms of this Agreement shall be agreed to by Client and Kutak Rock in writing. Unless set forth in a separate agreement to which Client consents in writing, Kutak Rock does not represent individual members of the Client’s Board of Supervisors

III. CLIENT FILES

The files and work product materials (“**Client File**”) of the Client generated or received by Kutak Rock will be maintained confidentially to the extent permitted by law and in accordance with the Florida Bar rules. At the conclusion of the representation, the Client File will be stored by Kutak Rock for a minimum of five (5) years. After the five (5) year storage period, the Client hereby acknowledges and consents that Kutak Rock may confidentially destroy or shred the Client File. Notwithstanding the prior sentence, if the Client provides Kutak Rock with a written request

for the return of the Client File before the end of the five (5) year storage period, then Kutak Rock will return the Client File at Client's expense.

IV. FEES

- A. The Client agrees to compensate Kutak Rock for services rendered in connection with any matters covered by this Agreement on an hourly rate basis plus actual expenses incurred by Kutak Rock in accordance with the attached Expense Reimbursement Policy (Attachment A, incorporated herein by reference). Time will be billed in increments of one-tenth (1/10) of an hour. Certain work related to issuance of bonds and bond anticipation notes may be performed under a flat fee to be separately established prior to or at the time of bond or note issuance.
- B. Attorneys and staff, if applicable, who perform work for Client will be billed at their regular hourly rates, as may be adjusted from time to time. The hourly rates of those initially expected to handle the bulk of Client's work are as follows:

Jere Earlywine	\$360
Associates	\$265-\$305
Contract Attorney	\$260-\$285
Paralegals	\$185-\$220

Kutak Rock's regular hourly billing rates are reevaluated annually and are subject to change not more than once in a calendar year. Client agrees to Kutak Rock's annual rate increases to the extent hourly rates are not increased beyond \$15/hour per year.

- C. To the extent practicable and consistent with the requirements of sound legal representation, Kutak Rock will attempt to reduce Client's bills by assigning each task to the person best able to perform it at the lowest rate, so long as he or she has the requisite knowledge and experience.
- D. Upon consent of Client, Kutak Rock may subcontract for legal services in the event that Client requires legal services for which Kutak Rock does not have adequate capabilities.
- E. Kutak Rock will include costs and expenses (including interest charges on past due statements) on its billing statements for Client reimbursement in accordance with the attached Expense Reimbursement Policy.

V. BILLING AND PAYMENT

The Client agrees to pay Kutak Rock's monthly billings for fees and expenses incurred within thirty (30) days following receipt of an invoice, or the time permitted by Florida law, whichever is greater. Kutak Rock shall not be obligated to perform further legal services under this Agreement if any such billing statement remains unpaid longer than thirty (30) days after submittal to and receipt by Client. Non-payment of billing statements shall be a basis for Kutak Rock to immediately withdraw from the representation without regard to remaining actions necessitating attention by Kutak Rock as part of the representation.

VI. DEFAULT; VENUE

In any legal proceeding to collect outstanding balances due under this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees in addition to costs and outstanding balances due under this Agreement. Venue of any such action shall be exclusive in the state courts of the Second Judicial Circuit in and for Leon County, Florida.

VII. CONFLICTS

It is important to disclose that Kutak Rock represents a number of special districts, trustees ("Trustees"), bondholders, developers, builders, and other entities throughout Florida and the United States of America relating to community development districts, special districts, local governments and land development. Kutak Rock or its attorneys may also have represented the entity which petitioned for the formation of the Client. Kutak Rock understands that Client may enter into an agreement with a Trustee in connection with the issuance of bonds, and that Client may request that Kutak Rock simultaneously represent Client in connection with the issuance of bonds, while Kutak Rock is also representing such Trustee on unrelated matters. By accepting this Agreement Client agrees that (1) Client was provided with an explanation of the implications of the common representation(s) and the advantages and risks involved; (2) Kutak Rock will be able to provide competent and diligent representation of Client, regardless of Kutak Rock's other representations, and (3) there is not a substantial risk that Kutak Rock's representation of Client would be materially limited by Kutak Rock's responsibilities to another client, a former client or a third person or by a personal interest. Acceptance of this Agreement will constitute Client's waiver of any "conflict" with Kutak Rock's representation of various special districts, Trustees, bondholders, developers, builders, and other entities relating to community development districts, special districts, local governments and land development.

VIII. ACKNOWLEDGMENT

Client acknowledges that the Kutak Rock cannot make any promises to Client as to the outcome of any legal dispute or guarantee that Client will prevail in any legal dispute.

IX. TERMINATION

Either party may terminate this Agreement upon providing prior written notice to the other party at its regular place of business. All fees due and payable in accordance with this Agreement

shall accrue and become payable pursuant to the terms of this Agreement through the date of termination.

X. EXECUTION OF AGREEMENT

This Agreement shall be deemed fully executed upon its signing by Kutak Rock and the Client. The contract formed between Kutak Rock and the Client shall be the operational contract between the parties.

XI. ENTIRE CONTRACT

This Agreement constitutes the entire agreement between the parties.

Accepted and Agreed to:

FOREST LAKE CDD

KUTAK ROCK LLP

By: Randi Rubenich

By: Jere L. Earlywine
Jere L. Earlywine

Date: 7/10/25

Date: June 30, 2025

ATTACHMENT A

KUTAK ROCK LLP
EXPENSE REIMBURSEMENT POLICY

The following is Kutak Rock's standard expense reimbursement policy. This policy applies unless a different arrangement has been negotiated based on the unique circumstances of a particular client or matter.

All expenses are billed monthly. Billings ordinarily reflect expenses for the most recent month, except where there are delays in receiving bills from third party vendors.

Photocopying and Printing. In-house photocopying and printing are charged at \$0.25 per page (black & white) and \$0.50 per page (color). Outside copying is billed as a pass-through of the outside vendor's charges.

Postage. Postage is billed at actual cost.

Overnight Delivery. Overnight delivery is billed at actual cost.

Local Messenger Service. Local messenger service is billed at the IRS approved reimbursement rate.

Computerized Legal Research. Charges for computerized legal research are billed at an amount approximating actual cost.

Travel. Travel (including air fare, rental cars, taxicabs, hotel, meals, tips, etc.) is billed at actual cost. Where air travel is required, coach class is used wherever feasible. Out-of-town mileage is billed at the IRS approved reimbursement rate. Reasonable travel-related expenses for meals, lodging, gratuities, taxi fares, tolls, and parking fees shall also be reimbursed.

Consultants. Unless prior arrangements are made, consultants are ordinarily employed directly by the client. Where consulting or testifying experts are employed by the firm, their charges are passed through with no mark-up. The client is responsible for notifying the firm of any particular billing arrangements or procedures which the client requires of the consulting or testifying experts.

Other Expenses. Other outside expenses, such as court reporters, agency copies, conference calls, etc. are billed at actual cost.

EXHIBIT 12

[RETURN TO AGENDA](#)



LANDSCAPE & IRRIGATION SERVICES AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into to be effective as of the full execution of this Agreement:

Forest Lake Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, being situated in Polk County, Florida, and having offices at c/o Anchor Stone Management, LLC 255 Primera Boulevard, Suite 160, Lake Mary, FL 32746 ("District"); and

Mele Environmental Services, LLC a Florida Limited Liability Company, whose address is 8911 Pine Grove Drive, Lakeland, Florida 33809 ("Contractor," and collectively with the District, "Parties").

RECITALS

WHEREAS, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure, including landscaping and irrigation; and

WHEREAS, the District has a need to retain an independent contractor to provide, for certain lands within the District, certain landscape and irrigation maintenance services; and

WHEREAS, Contractor desires to provide such services, and represents that it is qualified to do so.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, it is agreed that the Contractor is hereby retained, authorized, and instructed by the District to perform in accordance with the following covenants and conditions, which both the District and the Contractor have agreed upon:

1. **INCORPORATION OF RECITALS.** The recitals stated above are true and correct and are incorporated by reference as a material part of this Agreement.

2. **SCOPE OF SERVICES.** The Contractor shall provide the services described in the Scope of Services attached hereto as **EXHIBIT A** and for the areas identified in the Landscape Maintenance Areas Exhibit attached hereto as **EXHIBIT B** ("Work"). The Contractor agrees that the Landscape Maintenance Areas Exhibit attached hereto as **EXHIBIT B** is the District's best estimate of the District's landscape needs, but that other areas may also include landscaping that requires maintenance. The Contractor agrees that the District may, in its discretion, add up to 0.5 acre(s) of landscaping area to the Work, with no adjustment to price. The Contractor shall perform the Work consistent with the presently established, high quality standards of the District, and shall assign such staff as may be required for coordinating, expediting, and controlling all aspects of the Work. Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District. Notwithstanding any other provision of this Agreement, the District reserves the right in its discretion to remove from this Agreement any portion of the Work and to separately contract for such services. In the event that the District contracts with a third party to install certain landscaping or to

otherwise perform services that might otherwise constitute a portion of the Work, Contractor agrees that it will be responsible for any such landscaping installed by the third party, and shall continue to perform all other services comprising the Work, including any future services that apply to the landscaping installed by the third party or to the areas where services were performed by the third party.

3. **MANNER OF CONTRACTOR'S PERFORMANCE.** The Contractor agrees, as an independent contractor, to undertake the Work as specified in this Agreement or any Additional Services Order (see Section 7.c. herein) issued in connection with this Agreement. All Work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards, such as USF, IFAS, etc. The Contractor shall document all Work using the forms attached hereto as part of **EXHIBIT C**. The performance of all services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.

In the event that time is lost due to heavy rains ("Rain Days"), the Contractor agrees to reschedule its employees and divide their time accordingly to complete all scheduled services during the same week as any Rain Days. The Contractor shall provide services on Saturdays if needed to make up Rain Days with prior notification to, and approval by, the District Representatives (defined below).

Contractor in conducting the Work shall use all due care to protect against any harm to persons or property. If the Contractor's acts or omissions result in any damage to property within the District, including but not limited to damage to landscape lighting, irrigation system components, entry monuments, etc., the Contractor shall immediately notify the District and repair all damage – and/or replace damaged property – to the satisfaction of the District.

Contractor shall maintain at all times strict discipline among its employees and shall not employ for work on the project any person unfit or without sufficient skills to perform the job for which such person is employed. All laborers and foremen shall perform all Work on the premises in a uniform to be designed by the Contractor, and shall maintain themselves in a neat and professional manner. No smoking in or around the buildings will be permitted. No Contractor solicitation of any kind is permitted on property.

4. **MONITORING OF SERVICES.** The District shall designate in writing one or more persons to act as the District's representatives with respect to the services to be performed under this Agreement ("District Representatives"). The District Representatives shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contractor's services. This authority shall include but not be limited to verification of correct timing of services to be performed, methods of pruning, pest control and disease control. The District hereby designates Patricia Thibault to act as the District Representatives. The Contractor shall not take direction from anyone other than the District Representatives (e.g., the Contractor shall not take direction from individual District Board Supervisors, any representatives of any local homeowner's associations, any residents, etc.). The District shall have the right to change its designated representatives at any time by written notice to the Contractor.

The Contractor shall provide to management a written report of work performed for each week with notification of any problem areas and a schedule of work for the upcoming month. Further, the Contractor agrees to meet the District Representatives no less than one (1) time per month to inspect the property to discuss conditions, schedules, and items of concern regarding this Agreement.

If the District Representatives identify any deficient areas, the District Representatives shall notify the Contractor whether through a written report or otherwise. The Contractor shall then within the time period specified by the District Representatives, or if no time is specified within forty-eight (48) hours, explain in writing what actions shall be taken to remedy the deficiencies. Upon approval by the District, the Contractor shall take such actions as are necessary to address the deficiencies within the time period specified by the District, or if no time is specified by the District then within three (3) days and prior to submitting any invoices to the District. If Contractor does not respond or take action within the specified time period, and without limiting the District's remedies in any way, the District shall have the rights to, among other remedies available at law or in equity: fine Contractor One Hundred Dollars (\$100) per day through a reduction in the compensation; to withhold some or all of Contractor's payments under this Agreement; and to contract with outside sources to perform necessary services with all charges for such services to be deducted from Contractor's compensation. Any oversight by the District Representative of Contractor's Services is not intended to mean that the District shall underwrite, guarantee, or ensure that the Services is properly done by Contractor, and it is Contractor's responsibility to perform the Services in accordance with this Agreement.

5. **SUBCONTRACTORS.** The Contractor shall not award any of the Work to any subcontractor without prior written approval of the District. The Contractor shall be as fully responsible to the District for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as the Contractor is for the acts and omissions of persons directly employed by the Contractor. Nothing contained herein shall create contractual relations between any subcontractor and the District.

6. **EFFECTIVE DATE.** This Agreement shall be binding and effective as of the date that the Agreement is signed by the last of the Parties hereto, and shall remain in effect as set forth in Section 7, unless terminated in accordance with the provisions of this Agreement.

7. **COMPENSATION; TERM.**

- a. Work under this Agreement shall begin upon execution of this Agreement and end September 30, 2027 ("**Initial Term**"), unless terminated earlier pursuant to the terms of this Agreement. At the end of the Initial Term, this Agreement shall annually renew with the same terms set forth herein, in the District's sole discretion.
- b. As compensation for the Work, the District agrees to pay Contractor Seventy Three Thousand Four hundred Forty Dollars (\$73,440.00) per year, in monthly amounts of Six Thousand One Hundred Twenty Dollars (\$6,120.00). All additional work or services, and related compensation, shall be governed by Section 7.c. of this Agreement.
- c. *Additional Work.* Should the District desire that the Contractor provide additional work and/or services relating to the District's landscaping and irrigation systems, such additional work and/or services shall be fully performed by the Contractor after prior approval of a required Additional Services Order ("ASO"). The Contractor agrees that the District shall not be liable for the payment of any additional work and/or services unless the District first authorizes the Contractor to perform such additional work and/or services through an authorized and fully executed change order. The Contractor shall be compensated for such agreed additional work and/or services based upon a payment amount derived from the

prices set forth in the Contractor's proposal pricing (attached as part of **EXHIBIT A**). Nothing herein shall be construed to require the District to use the Contractor for any such additional work and/or services, and the District reserves the right to retain a different contractor to perform any additional work and/or services.

- d. *Payments by District.* The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. Each monthly invoice shall contain, at a minimum, the District's name, the Contractor's name, the invoice date, an invoice number, an itemized listing of all costs billed on the invoice with a description of each sufficient for the District to approve each cost, the time frame within which the services were provided, and the address or bank information to which payment is to be remitted. Consistent with Florida's Prompt Payment Act, Section 218.70 et al. of the *Florida Statutes*, these monthly invoices are due and payable within forty-five (45) days of receipt by the District.
- e. *Payments by Contractor.* Subject to the terms herein, Contractor will promptly pay in cash for all costs of labor, materials, services and equipment used in the performance of the Work, and upon the request of the District, Contractor will provide proof of such payment. Contractor agrees that it shall comply with Section 218.735(6), Florida Statutes, requiring payments to subcontractors and suppliers be made within ten (10) days of receipt of payment from the District. Unless prohibited by law, District may at any time make payments due to Contractor directly or by joint check, to any person or entity for obligations incurred by Contractor in connection with the performance of Work, unless Contractor has first delivered written notice to District of a dispute with any such person or entity and has furnished security satisfactory to District insuring against claims therefrom. Any payment so made will be credited against sums due Contractor in the same manner as if such payment had been made directly to Contractor. The provisions of this Section are intended solely for the benefit of District and will not extend to the benefit of any third persons, or obligate District or its sureties in any way to any third party. Subject to the terms of this Section, Contractor will at all times keep the District's property, and each part thereof, free from any attachment, lien, claim of lien, or other encumbrance arising out of the Work. The District may demand, from time to time in its sole discretion, that Contractor provide a detailed listing of any and all potential lien claimants (at all tiers) involved in the performance of the Work including, with respect to each such potential lien claimant, the name, scope of Work, sums paid to date, sums owed, and sums remaining to be paid. Contractor waives any right to file mechanic's and construction liens.

8. INSURANCE.

- a. At the Contractor's sole expense, the Contractor shall maintain throughout the term of this Agreement the following insurance:
 - i. **WORKERS' COMPENSATION/EMPLOYER'S LIABILITY:** Contractor will provide Workers' Compensation insurance on behalf of all employees who are to provide a service under this Contract, as required under applicable Florida Statutes AND Employer's Liability with limits of not less

- than \$100,000.00 per employee per accident, \$500,000.00 disease aggregate, and \$100,000.00 per employee per disease.
- ii. COMMERCIAL GENERAL LIABILITY: Commercial General Liability including but not limited to bodily injury, property damage, contractual, products and completed operations, and personal injury with limits of not less than \$2,000,000.00 per occurrence, \$2,000,000.00 aggregate covering all work performed under this Contract.
 - iii. AUTOMOBILE LIABILITY: Including bodily injury and property damage, including all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$2,000,000.00 combined single limit covering all work performed under this Contract.
 - iv. UMBRELLA LIABILITY: With limits of not less than \$2,000,000.00 per occurrence covering all work performed under this Contract.
- b. Each insurance policy required by this Contract shall:
 - i. Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.
 - ii. Be endorsed to state that coverage shall not be suspended, voided, or canceled by either party except after 30 calendar days prior written notice, has been given to the District.
 - iii. Be written to reflect that the aggregate limit will apply on a per claim basis.
 - c. The District shall retain the right to review, at any time, coverage, form, and amount of insurance. All insurance certificates, and endorsements, shall be received by the District before the Contractor shall commence or continue work.
 - d. The procuring of required policies of insurance shall not be construed to limit Contractor's liability or to fulfill the indemnification provisions and requirements of this Agreement.
 - e. The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Agreement and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the District is an insured under the policy.
 - f. Notices of accidents (occurrences) and notices of claims associated with work being performed under this Contract shall be provided to the Contractor's insurance company and to the District as soon as practicable after notice to the insured.
 - g. Insurance requirements itemized in this Contract and required of the Contractor shall be provided on behalf of all sub-contractors to cover their operations performed under this Contract. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to sub-contractors.
 - h. All policies required by this Agreement, with the exception of Workers' Compensation, or unless specific approval is given by the District, are to be written on an occurrence basis, shall name the District, its Supervisors, Officers, agents, employees, and representatives as additional insured as their interest may appear under this Agreement. Insurer(s), with the exception of Workers' Compensation on non-leased employees, shall agree to waive all rights of subrogation against the District, its Supervisors, Officers, agents, employees or representatives.

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

9. INDEMNIFICATION. To the fullest extent permitted by law, and in addition to any other obligations of Contractor under the Agreement or otherwise, Contractor shall indemnify, hold harmless, and defend the District and its, supervisors, staff, officers, consultants, agents, subcontractors and employees of each and any of all of the foregoing entities and individuals (together, "Indemnitees") from all claims, liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused, in part or in whole, by the negligence, recklessness, or intentionally wrongful misconduct of the Contractor, or any subcontractor, supplier, or any individual or entity directly or indirectly employed or used by any of the Contractor to perform any of the work. In the event that any indemnification, defense or hold harmless provision of this Contract is determined to be unenforceable, the provision shall be reformed to give the provision the maximum effect allowed by Florida law and for the benefit of the Indemnitees. The Contractor shall ensure that any and all subcontractors, and suppliers, include this express paragraph for the benefit of the Indemnitees. This section shall survive any termination of this Agreement.

10. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

11. WARRANTY AND COVENANT. The Contractor warrants to the District that all materials furnished under this Agreement shall be new, and that all services and materials shall be of good quality, free from faults and defects. The Contractor hereby warrants any materials and services for a period of one (1) year after acceptance by the District or longer as required under Florida law. With respect to any and all plant material provided pursuant to this Agreement or any separate work authorization issued hereunder, all plant material shall be guaranteed to be in a satisfactory growing condition and to live for a period of one (1) year from planting except for annuals, which will be replaced seasonally. All plants that fail to survive under the guarantee shall be replaced as they fail with the same type and size as originally specified. Contractor further warrants to the District those warranties which Contractor otherwise warrants to others and the duration of such warranties is as provided by Florida law unless longer guarantees or warranties are provided for elsewhere in the Agreement (in which case the longer periods of time shall prevail). Contractor shall replace or repair warranted items to the District's satisfaction and in the District's discretion. Neither final acceptance of the services, nor monthly or final payment therefore, nor any provision of the Agreement shall relieve Contractor of responsibility for defective or deficient materials or services. If any of the services or materials are found to be defective, deficient or not in accordance with the Agreement, Contractor shall correct remove and replace it promptly after receipt of a written notice from the District and correct and pay for any other damage resulting therefrom to District property or the property of landowners within the District. Contractor hereby certifies it is receiving the property in its as-is condition and has thoroughly inspected the property and addressed any present deficiencies, if any, with the District. Contractor shall be responsible for maintaining and warranting all plant material maintained by Contractor as of the first date of the services.

Contractor hereby covenants to the District that it shall perform the services: (i) using its best skill and judgment and in accordance with generally accepted professional standards and (ii) in compliance with all applicable federal, state, county, municipal, building and zoning, land use, environmental, public safety, non-discrimination and disability accessibility laws, codes, ordinances, rules and regulations, permits and approvals (including any permits and approvals relating to water rights), including, without limitation, all professional registration (both corporate and individual) for all required basic disciplines that it shall perform. Contractor hereby covenants to the District that any work product of the Contractor shall not call for the use nor infringe any patent, trademark, services mark, copyright or other proprietary interest claimed or held by any person or business entity absent prior written consent from the District.

12. **ENVIRONMENTAL ACTIVITIES.** The Contractor agrees to use best management practices, consistent with industry standards, with respect to the storage, handling and use of chemicals (e.g., fertilizers, pesticides, etc.) and fuels. The Contractor shall keep all equipment clean (e.g., chemical sprayers) and properly dispose of waste. Further, the Contractor shall immediately notify the District of any chemical or fuel spills. The Contractor shall be responsible for any environmental cleanup, replacement of any turf or plants harmed from chemical burns, and correcting any other harm resulting from the Work to be performed by Contractor.

13. **ACCEPTANCE OF THE SITE.** By executing this Agreement, the Contractor agrees that the Contractor was able to inspect the site prior to the time of submission of the proposal, and that the site is consistent with local community standards and that there are no deficiencies. The Contractor agrees to be responsible for the care, health, maintenance, and replacement, if necessary, of the existing landscaping and irrigation system, in its current condition, and on an "as is" basis. No changes to the compensation set forth in this Agreement shall be made based on any claim that the existing landscaping and/or site conditions were not in good condition.

14. **TAX EXEMPT DIRECT PURCHASES.** The parties agree that the District, in its discretion, may elect to undertake a direct purchase of any or all materials used for the landscaping services, including but not limited to the direct purchase of fertilizer. In such event, the following conditions shall apply:

(a) The District may elect to purchase any or all materials directly from a supplier identified by Contractor.

(b) Contractor shall furnish detailed Purchase Order Requisition Forms ("Requisitions") for all materials to be directly purchased by the District.

(c) Upon receipt of a Requisition, the District shall review the Requisition and, if approved, issue its own purchase order directly to the supplier, with delivery to be made to the District on an F.O.B. job site basis.

(d) The purchase order issued by the District shall include the District's consumer certificate of exemption number issued for Florida sales and use tax purposes.

(e) Contractor will have contractual obligations to inspect, accept delivery of, and store the materials pending use of the materials as part of the landscaping services. The contractor's possession of the materials will constitute a bailment. The contractor, as bailee, will have the duty to safeguard, store and protect the

materials while in its possession until returned to the District through use of the materials.

(f) After verifying that delivery is in accordance with the purchase order, Contractor will submit a list indicating acceptance of goods from suppliers and concurrence with the District's issuance of payment to the supplier. District will process the invoices and issue payment directly to the supplier.

(g) The District may purchase and maintain insurance sufficient to cover materials purchased directly by the District.

(h) All payments for direct purchase materials made by the District, together with any state or local tax savings, shall be deducted from the compensation provided for in this Agreement.

15. **COMPLIANCE WITH GOVERNMENTAL REGULATION.** The Contractor shall keep, observe, and perform all requirements of applicable local, State and Federal laws, rules, regulations, ordinances, permits, licenses, or other requirements or approvals. Further, the Contractor shall notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any act or omission of the Contractor or any of its agents, servants, employees, or material men, or appliances, or any other requirements applicable to provision of services. Additionally, the Contractor shall promptly comply with any requirement of such governmental entity after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation.

16. **DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity for breach of this Agreement, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

17. **CUSTOM AND USAGE.** It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

18. **SUCCESSORS.** This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.

19. **TERMINATION.** The District agrees that the Contractor may terminate this Agreement with cause by providing ninety (90) days written notice of termination to the District; provided, however,

that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that, notwithstanding any other provision of this Agreement, and regardless of whether any of the procedural steps set forth in Section 4 of this Agreement are taken, the District may terminate this Agreement immediately with cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days written notice of termination without cause. Any termination by the District shall not result in liability to the District for consequential damages, lost profits, or any other damages or liability. However, upon any termination of this Agreement by the District, and as Contractor's sole remedy, the Contractor shall be entitled to payment for all Work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor.

20. **PERMITS AND LICENSES.** All permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

21. **E-VERIFY REQUIREMENTS.** The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*.

22. **ASSIGNMENT.** Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other, which approval shall not be unreasonably withheld. Any purported assignment of this Agreement without such prior written approval shall be void.

23. **INDEPENDENT CONTRACTOR STATUS.** In all matters relating to this Agreement, the Contractor shall be acting as an independent Contractor. Neither the Contractor nor employees of the Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

24. **HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

25. **AGREEMENT.** This instrument, together with its attachments which are hereby incorporated herein, shall constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, negotiations, understandings, or representations, whether written or oral, regarding such subject matter.

26. **ENFORCEMENT OF AGREEMENT.** In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees, paralegal fees and costs for trial, mediation, or appellate proceedings.

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

28. **AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Contractor, both the District and the Contractor have complied with all the requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this instrument.

29. **NOTICES.** Any notice, demand, request or communication required or permitted hereunder ("Notice") shall be in writing and sent by hand delivery, United States certified mail, or by recognized overnight delivery service, addressed as follows:

A. If to the District: Forest Lake Community Development District
255 Primera Boulevard, Suite 160
Lake Mary, FL 32746
Attn: District Manager

With a copy to: Kutak Rock LLP
107 W College Ave
Tallahassee, FL 32301
Attn: District Counsel

B. If to Contractor: Mele Environmental
8911 Pine Grove Dr
Lakeland, FL 33809

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

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

31. **CONTROLLING LAW AND VENUE.** This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. Venue for any legal actions regarding this Agreement shall be Polk County, Florida.

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (407)698-5350, OR BY EMAIL AT PATRICIA@ANCHORSTONEMGT.COM, OR BY REGULAR MAIL AT 255 PRIMERA BOULEVARD, SUITE 160, LAKE MARY, FLORIDA, 32746.

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

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

35. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.


36. **Anti Human Trafficking Statement.** The Contractor does not use coercion for labor or services as defined in Section 787.06, *Florida Statutes*, and the Contractor has complied, and agrees to comply, with the provisions of Section 787.06, *Florida Statutes*.

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties execute this Agreement as set forth below.

**FOREST LAKE
COMMUNITY DEVELOPMENT
DISTRICT**

Signed by:



By: Chair

Its: Chairman

Date: 7/18/2025

Mele Environmental, LLC



By: Joe Mele

Its: Vice President

Date: 7-22-25

- Exhibit A: Scope of Services
- Exhibit B: Maintenance Map
- Exhibit C: Certificate of Insurance

EXHIBIT "A"

PROPOSAL

Mele Environmental Services LLC

Phone: (863)327-5693 ,8911 Pine Grove Dr. Lakeland FL 33809 "No Hassles, Just Results."

MOWING:

- All turf will be mowed once each week while in the growing season (May 1st through September 30th), Retention ponds shall be mowed 35 times annually as not to create erosion.
- All turf will be mowed every other week during other weeks or as conditions warrant, during the dormant season (October 1st through April 30th).
- All embankments and retention ponds will be mowed to waters edge.
- Excessive accumulations of clippings will be removed after every visit.
- Mowing height will depend on the season. Typically, the height will range from 2" to 4" depending on the variety of turf.
- Any area found to be too wet for proper mowing will be mowed when the grass is dry enough for proper mowing. **EDGING:**

- All surrounding turf areas adjacent to paved surfaces or structural edges such as sidewalks, walkways, driveways, parking areas, curbs, headers and retaining walls, will be edged with a "blade edger" in order to maintain a clean, crisp and consistent edge line within common areas.
- Bed edges will be kept clean and well defined around color beds, shrub beds, open beds and tree rings, so as to prevent encroachment from lawn but not so frequently that the bed line expands into the turf.
- Edging of walkways and curbs will be edged every time the turf is mowed.

WEEDING:

- Weeding by hand or by chemical means of all plant bed areas as often as necessary to maintain a reasonably weed-free condition commensurate with the season. Spraying fence lines to create a perimeter of unwanted vegetation can be an alternate option instead of line trimming in retention pond areas.

PRUNING AND TRIMMING:

- Shrubs and hedges will be sheared and pruned in a consistent manner to maintain optimum shape and size as growth habit dictates according to the individual potential for each species of plant.
- Plant pruning, trimming and shearing will be accomplished under the supervision of an experienced specialist to assure the function is being performed in accordance with recommended horticultural practices.
- Palm tree trimming of existing palms at amenity center and park area will be done 1 time per fiscal year before spring time.

IRRIGATION

- Irrigation inspections shall be done (6) times per fiscal year, to ensure system is fully functional and operational. Any damages sustained to sprinklers by our equipment while servicing property will be repaired with no charge to the association. Old wore out sprinklers, controllers or broke pipes shall be charged to the association at a time and material cost.

FERTILIZATION & WEED CONTROL

- Shrubs and ornamentals shall be fertilized (2) times per fiscal year.
- Turf shall be fertilized (4) times per fiscal year on irrigated lawn only, with Treatment to kill off unwanted weeds as well.

CLEAN UP:

- All excessive trimmings and clippings will be collected and removed from the property and/or mulched by rotary mowers to created a neat and clean appearance after.
- All sidewalks will be blown off in order to remove all debris generated during the performances of this contract.
- All lawn areas will be cleared of litter and debris before mowing, so as to not shred or scatter foreign matter.

hereto and incorporated herein for the total sum of: **Seventy Three Thousand Four hundred Forty dollars (\$73,440.00)** annually, payable in monthly installments of: **Six**

Thousand One Hundred Twenty dollars (\$6,120.00) at the end of each service month.

EXHIBIT "B"

Maintenance Map

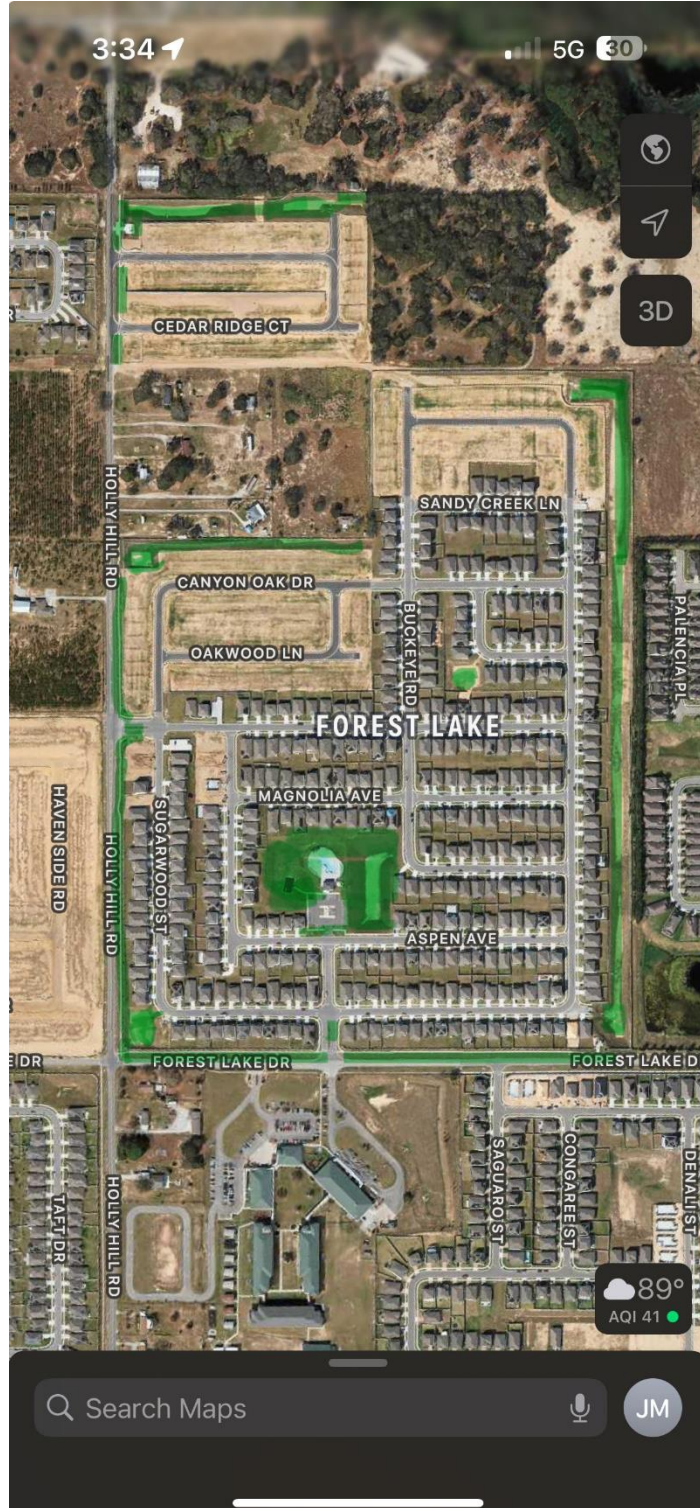


EXHIBIT 13

[RETURN TO AGENDA](#)



Workshop & Regular Board Meeting Minutes



Date: June 12, 2025

Time: 1:30 PM – 4 PM

Location: Tom Fellows, 207 North Blvd W Davenport, FL 33837

Recording Available: Transcript: [Workshop Transcript](#) Continue w/
[Meeting Transcript](#)

Open with a Public Workshop

Workshop Summary

- **Purpose of Workshop:**
Supervisor Cortez requested the workshop to publicly address and clarify confusing financial transactions—specifically, a payment made to a vendor (National Tiger Company) for paver work without prior board ratification.
- **Agenda Concerns:**
Multiple supervisors raised issues about the accuracy and completeness of the agenda, including missing topics (e.g., signs, police presence, bulletin board removal). Some supervisors stated they were unaware of items placed on the agenda by others.
- **Resident Concerns:**
Residents expressed disappointment over apparent board tensions, lack of transparency, and inconsistencies in how agenda items are managed. Residents also voiced concern over being left out of important discussions, particularly regarding the installation of community gates.
- **Sunshine Law Violations Alleged:**
One resident stated he filed Form 50 complaints against all supervisors citing alleged Sunshine Law violations. These were based on forensic review of public documents.
- **Minutes Accuracy and Recording Retention:**
 - Residents requested more detailed and professional minutes, especially for high-cost decisions.
 - Discussions included the destruction of meeting recordings after minutes approval; consensus was reached to retain recordings when necessary.

Concluding Notes

- workshop ended with reminders about maintaining professionalism, submitting meeting minute revisions, and retaining video recordings where necessary.
- The next board meeting will include updated minutes and further discussion on workshop scheduling and paver proposals.

Call to Order and Roll Call

The meeting was called to order round **1:48 PM** by the Chair Frank Rivera and Roll Call done by DM Christopher Lopez

Frank Rivera – (Present in person)
Randi Ribarich – (Present in Person)
Jose Cortez – (Present in Person)
Travis LeMuer – (Present in Person)
Jose Montalvo – (Present Via Zoom)

[Quorum confirmed has been establish.]

Also present were:

7 Residents recorded at meet via Video recording, Sharon Gastelbondo the District manager, John Toth field Manager, public members via Zoom, and District Council: Collins Delpercio, (Via Zoom)

Public Comment Period

DM Christopher Lopez gave the floor to Scott Woodlee, where Mr Woodlee stated he filed Form 50 complaints against all supervisors citing alleged Sunshine Law violations. These were based on forensic review of public documents.

Resident Steven Diaz brought up problems with the public record minutes with Grammer, spelling issues and the unclarity of board decisions. Mr Diaz also bought up the board decision of destroying recordings after the minutes were approved.

Members of the board addressed the Minutes and the handling of the recordings, the meeting hours was also addressed.

Resident Sophia unknown Last name explained her opinion on the time and venue change.

Unknown resident needed an understanding of the CDD Bond and how long to pay it.

DM Sharon Gastelbondo addressed that residents concern.

Scott Woodlee brought up the Minutes being destroyed and Christopher Lopez states the minutes will be recorded the following day and nothing will be destroyed and will be posted next to the PDF on the webpage.

Resident on Zoom (unknown) bought up the topic of cars Speeding On Sugarwood to Chickasaw causing safety concerns

Public comment ended at 2:15pm

Key Discussions and Motions

1. Meeting Minutes Protocol:

- May 15, 2025 minutes were tabled pending corrections.
- Future minutes will include greater detail on financial and infrastructure matters.

2. Paver Project Controversy:

- Supervisor Rivera Motion to vote to accept how the **current** project of the pavers stand and second by Randi Ribarich
- District Manager clarified that 50% was paid upfront (standard practice), with the remainder upon completion.
- Conflicting statements were made about who authorized deviations in the paver placement.

Request a new proposal for the additional paver path with map and measurements.

A motion was made and passed (4-1) to: Accept the project as completed
--

3. Workshop Authorization:

- Legal counsel clarified that workshops must be publicly noticed in advance and pre-approved by the board to avoid Sunshine Law issues.
- Future workshops will be placed on the agenda and publicly advertised to ensure legality.

4. Sunshine Law and Ethics Allegations:

- District Manager Lopez alleged Supervisor Cortez attempted to discredit him and interfere with his duties.
- Lopez stated his intent to file formal complaints with the State Attorney General and requested Cortez's suspension.
- Legal counsel advised caution, due process, and factual documentation before any disciplinary action.
- No formal action or vote on suspension occurred during the meeting.

3:10 DM Christopher Lopez gave back control to the Chairman Frank Rivera

Resident Questions and Budget Workshop Planning

- A resident questioned whether the gate project should involve more formal community-wide input, such as a vote or survey.
- Legal counsel confirmed a resident vote is not required, but the board may send letters or surveys at its discretion.
- The board agreed to notify all 504 residents (excluding the 70 from the "MIA group" that did not respond) by **email and mail** regarding the upcoming **budget workshop**.

DM Lopez states 2 notices was sent to the renters about the Gates with no response

Engineer Agreement

Legal counsel reviewed the engineer's contract and confirmed it complies with Florida Statutes and offers proper indemnity.

Key points:

- At-will arrangement (no renewal required)
- Termination requires 30-day notice
- Standard mileage and reimbursement limits apply

Board unanimous approved the engineer agreement. Voted 5-0 to Hire Engineer

DM Lopez State a resolution was passed in 2023 that allows Forest Lake CDD Board members to sign document via DocuSign and the engineer would be now invited to all future CDD meeting going forward

District Meeting Venue Change

- The board approved moving monthly meetings to **City of Davenport – Council Chamber Room**, effective **July 10, 2025**, through **December 2025**.
- New meeting address: **1 South Allapaha Avenue, Davenport, FL**
- New time: **1:30 PM – 4:30 PM**
- **New Meetings Schedule:**
 - July 10, 2025
 - August 14, 2025
 - September 11, 2025
 - October 9, 2025
 - November 13, 2025
 - December 11, 2025

Motion by Frank Rivera to approve on the on the new venue and time, second by Randi Ribarich

Signage and Safety

Presented as written and transcribed by Seat 3 Supervisor Cortez and as Revised per the July 10, 2025 Meeting instructions

- Board reviewed and approved the signs:
 - Installation of **4 "No Parking/Standing" signs** and **1 "No U-Turn" sign**
 - Standardization of signs to match prior installations
 - Future proposals will include **placement with dots and maps** for transparency
 - Field Manager will coordinate placement with supervisors
- Board discussed need for **reflective stop lines** near intersections; engineering consultation required before road paint is approved.

Paver Project Follow-up

- Additional pavers (74 bricks) are needed to complete the walkway.
- Board approved **soliciting new proposals** based on a mapped layout.
- CDD will **purchase remaining bricks in advance** to lower cost; only installation will be contracted.

A request for the proposal by DM Christopher Lopez
--

Pool Area Rules and QR Code Signage

- QR code signs linking to pool rules and District declarations were approved and already active.
- New pool rule signage will be placed:
 - At main pool entrance
 - Inside restrooms
 - In high-traffic pool areas
- **Security guards will receive printed rules** and be empowered to revoke pool access cards in cases of violation.

Budget Workshop Scheduled

- Board scheduled the **Fiscal Year 2025–2026 Budget Workshop** for:
 - **July 8, 2025 at 6:30 PM**
 - **Location:** Forest Lake Amenity Center
 - Workshop will be **publicly noticed** and available on **Zoom**

Later The July 8 th was changed to July 7 th
--

Maintenance and Other Topics

- Fence repairs around the community were approved as **routine maintenance**
- **Handicap pool lift** will be evaluated and repaired or replaced as needed. Supervisor noted ADA concerns from a resident with MS.
- Financial reports were reviewed and **approved unanimously**
- Supervisors reminded to be **vigilant in reviewing agenda backup documents**

*Presented as written and transcribed by Seat 3 Supervisor Cortez
and as Revised per the July 10, 2025 Meeting instructions*

Workshop Compensation and Future Workshops

- Board unanimously voted to:
 - **Hold a public workshop prior to every BOS meeting**
 - **Decline compensation** for those workshops

Pending Items Tabled

The following topics were formally tabled:

- **Code enforcement request**
- **Mailbox area shade cover**
- **HOA bulletin board removal**

Legal Matter Update

- Attorney Collins notified the board that a **pending lawsuit** involving the District will proceed to trial.
- The matter may require a **special emergency meeting** for legal counsel updates due to time sensitivity.

Adjournment

Meeting adjourned after approval of all motions, with follow-up for executive session on legal matters.

[Meeting Adjourned at: 4:00PM]

Minutes Approval

Approved by the Board of Supervisors ____ of ____ on: _____

Chair / Presiding Officer _____

District Secretary _____

EXHIBIT 14

[RETURN TO AGENDA](#)



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**MINUTES OF 07/10/25 REGULAR MEETING
FOREST LAKE COMMUNITY DEVELOPMENT DISTRICT**

The Regular Meeting of the Board of Supervisors of the Forest Lake Community Development District was held Thursday, July 10, 2025 at 1:30 p.m. at Davenport City Hall, 1 S Allapaha Ave., Davenport, Florida 33837. The public was able to listen and/or participate in-person or live via conference.

I. Call to Order and Roll Call

The Meeting was called to order by Vice-Chairwoman Ribarich. Roll was called and a quorum was confirmed with the following Supervisors present:

- Frank Rivera (via conference).....Board of Supervisors, Chairman
- Randi Ribarich.....Board of Supervisors, Vice Chairwoman
- Travis LeMeur Board of Supervisors, Assistant Secretary
- Jose Cortez..... Board of Supervisors, Assistant Secretary
- Jose Montalvo..... Board of Supervisors, Assistant Secretary

Also present were:

- Patricia ThibaultDistrict Manager, Anchor Stone Management
- Anna Lyalina Finance and Assessments Manager, Anchor Stone Management
- Jere Earlywine Kutak Rock Law Firm
- Collins DelPercio (via conference) Collins DelPercio Law Firm
- Michael Broadus..... Straley Robin Vericker Law Firm
- Neil A. Saydah..... Saydah Law Firm

Opening Remarks and Attendance Notes

Vice-Chairwoman Ribarich officially called the Meeting to order after confirming that quorum had been established. Present in person were Vice Chairman Ribarich, Supervisor Cortez, Supervisor Montalvo, and Supervisor LeMeur of the Board of Supervisors. Chairman Rivera joined the Meeting via conference.

On a MOTION by Vice-Chairwoman Ribarich, SECONDED by Supervisor LeMeur WITH ALL IN FAVOR, the Board approved the **Agenda of the Meeting** for the Forest Lake Community Development District.

II. Audience Comments (limited to 3 minutes per individual on agenda items)

Resident Steven Diaz (1172 Sugarwood Street, via Teams) raised three points:

- Requested that unapproved Minutes from the May 05, June 12, and June 25 Board Meetings be prioritized for approval at the next Meeting.
- Asked for an update on the breach of contract process initiated by NPG CAM Services and Mr. Lopez, citing Exhibit 1
- Recommended reducing the \$5,000 legal advertising budget for FY 2026 to \$0, referencing Resolution 2025-03 and related Polk County ordinances permitting online publication of legal notices.

Vice-Chairwoman Ribarich thanked Mr. Diaz for his comments.

III. Supervisor Comments

Vice Chairwoman Ribarich cautioned against allowing any individual to exert undue influence or bully others in the Community, referencing past incidents and urging Residents to remember the consequences of such behavior.

Supervisor LeMeur requested bid collection for mailbox coverings, referencing a \$65,000 reserve allocation. Chair Rivera clarified the funds were originally for the Playground expenses and noted the project had been tabled twice. The item was tabled again for the next Meeting. Supervisor LeMeur reiterated that the adopted FY 2025 budget includes \$65,000 under “Asset Reserves – Mailbox Covering” and emphasized that his request was solely for bid collection, not project approval or funding.

On a MOTION by Vice-Chairwoman Ribarich, SECONDED by Supervisor LeMeur WITH FOUR IN FAVOR and SUPERVISOR LEMEURE OPPOSED, the **Board tabled further discussion of Mailbox Coverings (including request for proposals and funding appropriation) to the next Meeting** for the Forest Lake Community Development District.

52 Supervisor Cortez expressed concern over the non-installation of previously approved signage, particularly near the
53 Pool and front entrance. He also objected to ongoing discussions about mailbox coverings, stating they were never
54 formally approved and should be tabled.

55 **IV. Administrative Agenda**

56 **A. Acceptance of NPG CAM Services Inc. Immediate Resignation as of June 13 2025 and June 16, 2025 for**
57 **District Management Services**

58 Vice Chairwoman Ribarich introduced Exhibit 1 in support of the immediate resignation of NPG CAM Services Inc.
59 from the District Management Services, effective June 13 and June 16, 2025.

60 On a MOTION by Vice Chairwoman Ribarich, SECONDED by Supervisor LeMeur WITH ALL IN FAVOR, the Board
61 accepted the **NPG CAM Services Inc. Immediate Resignation as of June 13 2025 and June 16, 2025 from the**
62 **District Management Services** for the Forest Lake Community Development District.

63 **B. Consideration of Proposals for District Counsel**

64 ❖ **Walk-on – Saydah Law**

65 Saydah Law Firm, a walk-on not listed on the Agenda, was invited by Vice Chairwoman Ribarich to present first.
66 Mr. Saydah introduced the Firm, noting its experience with Community Associations and interest in representing a CDD
67 for the first time. He outlined a no-retainer, hourly billing structure and highlighted the Firm’s services in general counsel,
68 litigation, and collections.

69 ❖ **Kutak Rock**

70 Mr. Earlywine, partner at Kutak Rock LLP, introduced the Firm as a national law firm with over 500 attorneys and
71 extensive experience in public finance and CDDs, with him representing over 120 districts in Florida. Mr. Earlywine
72 emphasized the firm’s deep institutional knowledge, efficient delegation, and support systems designed to reduce costs
73 and ensure compliance.

74 Key points included:

- 75 • No retainer required
- 76 • Travel time not billed (minimal expenses only)
- 77 • Hourly rates: \$360 (partner), ~\$280–300 (associates), ~\$200 (paralegals), ~\$230–240 (contract attorney)
- 78 • Efficient delegation to manage costs
- 79 • Monthly post-Meeting summaries with task assignments
- 80 • Strict oversight on compliance with public records, Sunshine Law, and conflict-of-interest rules

81 Mr. Earlywine clarified that Resident calls would be limited and only accepted with board approval, billed in 0.1-
82 hour increments.

83 ❖ **Collins DelPercio**

84 The Board discussed the current District Counsel’s Mr. DelPercio’s proposal out of order, addressing it first. Mr.
85 DelPercio offered to resign, stating the District may benefit from the new representation. The Board thanked him and
86 agreed to the resignation, which was approved unanimously.

87 On a MOTION by Vice Chairwoman Ribarich, SECONDED by Supervisor Cortez WITH ALL IN FAVOR, the Board
88 accepted the **Resignation of Collins DelPercio Law Firm as the District Counsel** for the Forest Lake Community
89 Development District.

90 ❖ **Straley Robin Vericker**

91 Mr. Broadus of Straley Robin Vericker, a law firm focused exclusively on representing CDDs, currently serving
92 around 160 districts across Florida. Mr. Broadus, a former litigator with over 20 years of legal experience.

93 Key points included:

- 94 • Estimated hourly rate: ~\$325 (pending confirmation)
- 95 • No retainer; monthly billing based on actual time
- 96 • Travel time billed, but negotiable depending on distance
- 97 • Primary focus: transactional and general counsel services; litigation handled by outside counsel

- 98 • Open to Resident calls, typically not billed for minor inquiries
99 Board members raised concerns about travel costs. Mr. Broadus stated Zoom is commonly used but expressed
100 flexibility regarding in-person meetings.

101 **Board Deliberation and Selection of Legal Counsel**

102 The Board discussed the strengths and concerns of each presenting firm. After deliberation, a motion to hire Kutak
103 Rock LLP as District Counsel was unanimously approved.

104 On a MOTION by Vice Chairwoman Ribarich, SECONDED by Supervisor LeMeur WITH ALL IN FAVOR, the Board
105 approved the **Kutak Rock for the District Counsel services** for the Forest Lake Community Development District.

106 Mr. Jere Earlywine was welcomed as the new District Counsel and confirmed his understanding of the Board's
107 expectations and commitment to the District.

108 The Board was informed that official District records remain uncollected from former counsel Kilinski Van Wyk,
109 despite multiple email requests. Mr. Earlywine agreed to coordinate the retrieval of these records on behalf of the District.

110 **C. Consideration for Ratification of Agreement for District Management Services and Fee Chart**

111 The Board ratified the Agreement with Anchor Stone Management, including the fee chart. The motion passed
112 unanimously.

113 On a MOTION by Vice Chairwoman Ribarich, SECONDED by Supervisor Cortez WITH ALL IN FAVOR, the Board
114 approved the **Ratification of Anchor Stone Management LLC Agreement for District Management Services and**
115 **the Fee Chart**, for the Forest Lake Community Development District.

116 The Board welcomed Ms. Thibault and Ms. Lyalina.

117 **D. Consideration and Approval of the Resolution 2025-16 Designating Officers of the District**

118 The Board adopted Resolution 2025-16, designating the official officers of the District to enable administrative
119 functions.

120 On a MOTION by Vice Chairwoman Ribarich, SECONDED by Supervisor Montalvo WITH ALL IN FAVOR, the Board
121 adopted the **Resolution 2025-16 Designating Officers of the District**, for the Forest Lake Community Development
122 District.

123 **E. Consideration and Approval of the Resolution 2025- 17 Designating Primary Administrative Office**
124 **Headquarters**

125 The Board adopted Resolution 2025-17, formally designating the District's administrative office headquarters. The
126 motion passed unanimously.

127 On a MOTION by Vice Chairwoman Ribarich, SECONDED by Supervisor LeMeur WITH ALL IN FAVOR, the Board
128 adopted the **Resolution 2025- 17 Designating Primary Administrative Office Headquarters**, for the Forest Lake
129 Community Development District.

130 The Board clarified that the Amenity Center would serve as the local records office, while the headquarters would
131 remain at the Primara Boulevard address. Counsel explained the distinction, and no further action was deemed necessary.

132 **F. Consideration and Approval of the Resolution 2025-18 Redesignating a Qualified Public Depository**

133 The Board adopted Resolution 2025-18, authorizing the transfer of District's funds from Truist Bank to SouthState
134 Bank to take advantage of the 3.75% interest rate. The motion passed unanimously.

135 On a MOTION by Vice Chairwoman Ribarich, SECONDED by Supervisor Montalvo WITH ALL IN FAVOR, the Board
136 adopted the **Resolution 2025-18 Redesignating a Qualified Public Depository**, for the Forest Lake Community
137 Development District.

138 **G. Consideration and Approval of the Resolution 2025-19 Authorizing Bank Account Signatories**

139 Ms. Thibault introduced Resolution 2025-19, designating authorized signatories for the District's bank accounts.
140 She explained that, typically, the Chairman is included for oversight, while daily authority is assigned to the District
141 Manager and a designated staff member—herself and Ms. Lyalina.

142 Chairman Rivera inquired about appointing another Board Member in his place and proposed designating Supervisor
143 Cortez as the Board signatory instead. The Motion was seconded and passed unanimously. The resolution was amended
144 accordingly to reflect Supervisor Cortez's designation.

145 On a MOTION by Chairman Rivera, SECONDED by Vice Chairwoman Ribarich WITH ALL IN FAVOR, the Board
146 approved the **Designation of Supervisor Cortez as one of the signors on the accounts**, for the Forest Lake Community
147 Development District.

148 The Board proceeded with a Motion to adopt Resolution 2025-20, designating the District's signatories.

149 On a MOTION by Vice Chairwoman Ribarich, SECONDED by Supervisor Montalvo WITH ALL IN FAVOR, the Board
150 adopted the **Resolution 2025-19 Authorizing Bank Account Signatories**, for the Forest Lake Community
151 Development District.

152 **H. Consideration and Approval of the Resolution 2025-20 Designating Dissemination Agent**

153 The Board adopted Resolution 2025-20, designating Anchor Stone Management as the District's dissemination agent
154 responsible for the bonds reporting and financial disclosures.

155 On a MOTION by Vice Chairwoman Ribarich, SECONDED by Supervisor LeMeur WITH ALL IN FAVOR, the Board
156 adopted the **Resolution 2025-20 Designating Anchor Stone Management LLC as the Dissemination Agent**, for the
157 Forest Lake Community Development District.

158 **V. Business Items**

159 **A. Presentation & Discussion of Proposed FY 2025-2026 Annual Budget**

160 Ms. Thibault presented the draft budget showing a \$39,000 reduction from the prior year, despite limited access to
161 internal financials. Savings were attributed to lower management and landscaping costs, while minor increases in audit,
162 trustee, and insurance expenses were confirmed. The Board discussed reducing legal ad costs, pending county
163 requirements and further legal review.

164 Amenity expenses dropped by over \$29,000, and security services—currently at \$33,500 annually—were flagged
165 for further evaluation. Insurance and trustee services were explained, with limited provider options available.

166 A 3% increase in reserve contributions was included until the official reserve study is received.

167 Questioned by the Vice Chairwoman why assessments had not decreased with more homes, Ms. Lyalina and Mr.
168 Earlywine explained that different bond series apply to different areas, and not all homes are subject to bond debt.

169 Ms. Thibault summarized that the current Proposed Annual FY 2026 Budget reflects a 7.42% decrease in Operations
170 & Maintenance assessments. The Board supported the direction and will revisit key items as additional data becomes
171 available.

172 **B. Consideration for Adoption – Resolution 2025-21 – Adopting a Proposed Operations & Maintenance Budget
173 for FY 2025-2026 and Setting the Public Hearing**

174 The Board adopted Resolution 2025-21, setting the proposed FY 2025–2026 budget and scheduling the public
175 hearing for September 11, 2025, at 1:30 PM. The motion passed unanimously.

176 On a MOTION by Vice Chairwoman Ribarich, SECONDED by Supervisor Cortez WITH ALL IN FAVOR, the Board
177 adopted the **Resolution 2025-21 – Adopting the Proposed Operations & Maintenance Budget for FY 2025-2026 and
178 Setting the Public Hearing for September 11, 2025**, for the Forest Lake Community Development District.

179 **C. Consideration and Approval of the Resolution 2025-22 The Spending Authority Resolution**

180 The Board adopted a resolution setting emergency spending limits: \$2,500 for the District Manager, \$5,000 with
181 Chairman approval, and anything above requiring Board action. The resolution applies to urgent health and safety
182 matters. Counsel cautioned against unauthorized approvals, and the motion passed unanimously.

183 On a MOTION by Chairman Rivera, SECONDED by Vice Chairwoman Ribarich WITH ALL IN FAVOR, the Board
184 adopted the **Resolution 2025-22 The Spending Authority Resolution**, for the Forest Lake Community Development
185 District.

186 **D. Consideration for Acceptance of the Audited Financial Report for the Fiscal Year 2024**

187 Ms. Thibault presented the FY 2024 audit by Grau & Associates, which received a clean opinion with no issues or
188 management comments. Although the current contract runs through 2027, the Board agreed to issue an RFP due to
189 increased fees. A motion to accept the audit was made, seconded, and passed unanimously.

190 On a MOTION by Vice Chairwoman Ribarich, SECONDED by Supervisor LeMeur WITH ALL IN FAVOR, the Board
191 accepted the **Audited Financial Report for the Fiscal Year 2024**, for the Forest Lake Community Development District.

192 **VI. Professional & Operations Management**

193 **A. District Counsel**

194 The Board discussed the lack of response from former management (NPG CAM) and counsel regarding the return
195 of the District's records and access credentials. With key items still missing and no cooperation from NPG CAM, the
196 Board authorized District Counsel Mr. Earlywine to take legal action if materials were not received by the stated deadline.
197 The Motion passed unanimously, and Ms. Thibault confirmed her readiness to assist with the transfer.

198 On a MOTION by Vice Chairwoman Ribarich, SECONDED by Supervisor Cortez WITH ALL IN FAVOR, the Board
199 authorized for the **District Counsel to Obtain the CDD Key Items from the Previous Management Company**, for
200 the Forest Lake Community Development District.

201 **B. District Engineer**

202 The Board discussed the status of the District Engineer. Vice Chairwoman Ribarich noted the Engineer's absence
203 and confirmed that Prime Engineering is the current firm on the record.

204 **C. District Manager**

205 ❖ **Consideration and Approval of a Change of August 21, 2025 & Regular Meetings Date/Time/Place**
206 **for FY 2025**

207 (i) Presentation of Meeting Advertisement - July 2, 2025

208 Ms. Thibault addressed a discrepancy between the District's published Meeting dates and those previously approved
209 by Motion. She read the correct dates and times into the record and requested authorization to update the website once
210 access is restored.

211 (ii) Presentation of June 24, 2025 Letter of Authorization for the Use of City Chambers

212 Ms. Thibault reviewed the approved Meeting schedule and confirmed Meetings would be held from 1:30 PM to 4:00
213 PM at the City of Davenport Commission Chambers.

214 The Board discussed whether to adjust the Meeting time or venue to improve Resident accessibility. While the shift
215 from afternoon to evening Meetings aimed to boost attendance, results had been mixed. The current location was
216 highlighted as a cost-saving option, provided at no charge, whereas alternatives would incur significant rental fees. Some
217 members supported exploring low-cost evening venues, such as churches, to accommodate working Residents. Others
218 questioned whether time changes would meaningfully impact attendance, noting low turnout even at past evening
219 Meetings. After a discussion, the Board voted unanimously to retain the current location and the previously adopted
220 Meeting dates and times through December 2025.

221
222
223

On a MOTION by Vice Chairwoman Ribarich, SECONDED by Supervisor Cortez WITH ALL IN FAVOR, the Board approved the **Keep the Meetings at the Current Facility of the City of Davenport City Chambers with the Current Dates and Time Until December 2025** for the Forest Lake Community Development District.

224
225

- ❖ **Approval of Letter of Authorization – Duke Energy**
- ❖ **Approval of Letter of Authorization – City Utilities**

226
227
228

Ms. Thibault requested approval of two authorization letters required to transfer utility accounts from the prior District Manager to Anchor Stone Management. These letters were necessary for Duke Energy and City of Davenport Utilities to release accounts information.

229
230
231

On a MOTION by Vice Chairwoman Ribarich, SECONDED by Chairman Rivera WITH ALL IN FAVOR, the Board approved to **Grant Anchor Stone Management with Authorization Letters for Duke Energy and City of Davenport Utilities** for the Forest Lake Community Development District.

232 VII.
233

Consideration and Approval of the BOS Emails group domain & platform (Google Workspace vs Microsoft 365) – est. \$36/month

234
235
236
237
238
239

Ms. Thibault presented two options for email use: District-managed Google Workspace or Microsoft platforms' accounts or dedicated personal email accounts used exclusively for the CDD business. She advised against mixing District and personal communications in the same inbox and emphasized that, under Florida law, all emails related to the District business must be retained. Ms. Thibault specifically asked the Board Members not to delete any emails related to the District matters. The Board unanimously agreed on the use of dedicated personal email addresses, and existing addresses currently in use will be retained as the official contact emails.

240
241
242

On a MOTION by Vice Chairwoman Ribarich, SECONDED by Supervisor Cortez WITH ALL IN FAVOR, the Board approved to **Retain the Personal Email Addresses for the Board Members of the Forest Lake Community Development District.**

243

❖ **Discussion on Public Records Request**

244
245
246
247

Ms. Thibault and the District Counsel Mr. Earlywine presented an overview of the District's public records policy, outlining procedures, response timeframes, and applicable charges. Counsel explained that all records are subject to inspection under Florida law, with a 24–48-hour acknowledgement response window and no written request required. Fees may be charged for requests taking over 15 minutes, based on staff rates and time involved.

248
249
250

Ms. Thibault clarified that basic requests remain free, but complex or time-consuming searches may incur costs. She uses a tracking system for transparency. While one Supervisor objected to charging Residents, the Board and Counsel affirmed the policy's legality and necessity.

251
252
253

On a MOTION by Chairman Rivera, SECONDED by Vice Chairwoman Ribarich WITH FOUR IN FAVOR AND SUPERVISOR LEMEURE OPPOSED, the Board approved the **Policy to Charge the Residents for Public Records Requests that Require More Than 15 Minutes of Staff Time** for the Forest Lake Community Development District.

254

❖ **Discussion of Residents Contacting District Counsel**

255
256
257
258

The Board discussed whether the Residents may contact District Counsel directly. Mr. Earlywine clarified that Counsel represents the Board, not individual Residents. The Board unanimously approved a motion to prohibit direct Resident contact with the District Counsel, requiring all inquiries to go through the District Manager or be raised during public comment section at the Meetings.

259
260
261

On a MOTION by Vice Chairwoman Ribarich, SECONDED by Supervisor Montalvo WITH ALL IN FAVOR, the Board refused to authorize the **Residents Contacting the District Counsel** for the Forest Lake Community Development District.

262

❖ **Discussion of Removal Process for Supervisors**

263
264
265

Mr. Earlywine clarified that the CDD Board Supervisors cannot be removed by internal vote or a Board action. Removal is only possible by the Governor of the State of Florida or through failure to win re-election. Legal Counsel also cannot initiate removal. This explanation addressed prior misunderstandings among the Supervisors and Residents.

266 **VIII. Other Matters to Be Introduced**

267 **A. Consideration/Approval of the Minutes of the Forest Lake CDD Board Meeting held on June 12, 2025**

268 Vice Chairwoman Ribarich noted that the June 12, 2025 Board Meeting Minutes required further corrections and
269 moved to table their approval until the next Meeting. The motion was seconded and passed unanimously.

270 On a MOTION by Vice Chairwoman Ribarich, SECONDED by Supervisor LeMeur WITH ALL IN FAVOR, the Board
271 tabled adoption of the **Minutes of the Forest Lake CDD Board Meeting held on June 12, 2025 to August 14, 2025**
272 **Meeting** for the Forest Lake Community Development District.

273 **B. Consideration/Approval of the Minutes of the Forest Lake CDD Board Emergency Meeting held on June 25, 2025**

274
275 The Board reviewed the June 25, 2025 Emergency Meeting Minutes. Vice Chairwoman Ribarich approved of the
276 content, while Supervisor LeMeur noted a misspelling of their name, which should be corrected to "LeMeur." A Motion
277 to approve the Minutes pending that correction was made, seconded, and passed unanimously.

278 On a MOTION by Vice Chairwoman Ribarich, SECONDED by Supervisor Cortez WITH ALL IN FAVOR, the Board
279 approved the **Minutes of the Forest Lake CDD Board Emergency Meeting held on June 25, 2025** for the Forest Lake
280 Community Development District.

281 **IX. Audience Comments – New Business – (limited to 3 minutes per individual)**

282 Ms. Henriquez requested switching virtual Meetings from Teams to Zoom for broader Resident access; the Board
283 agreed. She also questioned the status of mailbox coverings listed in the FY 2025 budget. The Chair clarified that no
284 final decisions had been made.

285 **X. Supervisor Requests**

286 **Supervisor Discussion: Mailbox Covering and Pool Furniture Budget Line Items**

287 Supervisor LeMeur noted budget allocations for mailbox coverings (\$65,000) and pool furniture (\$10,000), citing
288 ongoing Resident concerns about worn amenities. Ms. Henriquez raised the issue of a nonfunctional ADA pool chair.
289 Chairman Rivera clarified that while a canopy tarp had been approved, the mailbox and furniture items were proposed
290 by former management and not formally authorized.

291 **ADA Pool Chair – Legal and Functional Concerns**

292 A Supervisor confirmed the ADA pool chair was not functioning properly, and another noted it may not be accessible
293 for all users. The District Counsel advised that ADA compliance is mandatory. Chairman Rivera directed Ms. Thibault
294 to have the Field Supervisor inspect the chair and pool furniture and provide cost estimates.

295 **Mailbox Covering – Design Options and Next Steps**

296 The Board revisited the mailbox covering project, noting the Residents interest and its inclusion in the FY 2025
297 budget. While no prior motion authorized the project, the Board agreed to begin exploring options. After discussing styles
298 and durability concerns, the Board directed the Field Operations Supervisor to take photos and obtain one pergola-style
299 proposal with visuals for a review at the next Meeting.

300 On a MOTION by Vice Chairwoman Ribarich, SECONDED by Supervisor LeMeur WITH ALL IN FAVOR, the Board
301 approved to **Obtain a Preliminary Proposal for a Pergola Covering, for Cost and Aesthetic Discussion During the**
302 **Next Board Meeting** for the Forest Lake Community Development District.

303 **Legal Ad Cost Reduction Strategy – Statutory Posting**

304 The Board discussed potential cost savings from publishing legal notices online under Florida Statute 50.0311. While
305 no impact is expected for the current fiscal year, future savings are possible. Ms. Thibault was informally directed by
306 Supervisor LeMeur to explore the option further, verify past notice compliance, and obtain copies of previously published
307 notices.

308 **XI. Adjournment**

309 With no further Supervisor requests or public comments, a motion to adjourn was made, seconded, and passed
310 unanimously. Chairman Rivera thanked all participants and officially adjourned the Meeting.

311 On a MOTION by Vice Chairwoman Ribarich, SECONDED by Supervisor Cortez, WITH ALL IN FAVOR, the Board
312 adjourned the Meeting for the Forest Lake Community Development District.

313

314 ~Any individual who wishes to appeal a decision made by the Board with respect to any matter considered at this meeting
315 is hereby advised that they may be responsible for ensuring that a verbatim record of the proceedings is made, including
316 all testimony and evidence upon which the appeal is based.~

317

318 The Meeting Minutes were approved by a vote of the Board of Supervisors during a publicly noticed Meeting held on
319 **August 14, 2025.**

320

321

322

323

Signature _____

Signature _____

324

325

326

327

328

Printed Name Secretary Assistant Secretary

Printed Name Chairman Vice Chairman

329

330

EXHIBIT 15

[RETURN TO AGENDA](#)





31958 US 19 North
 Palm Harbor, FL 34684
 (727) 786-7446

ESTIMATE

E-32044

image360palmharbor.com

Created Date: 8/12/2025

DESCRIPTION: Forest Lake Community Signage

Bill To: Anchor Stone, LLC
 1015 Condor Dr,
 Haines City, FL 33844
 US

Installed: Anchor Stone, LLC
 1595 Aspen Avenue
 Davenport, FL 33837
 US

Requested By: Austin Comings
 Email: austin@anchorstonemgt.com
 Work Phone: (407) 378-8427

Salesperson: Stephanie Booth
 Email: Stephanie@image360palmharbor.com
 Entered By: Stephanie Booth

NO.	Product Summary	QTY	UNIT PRICE	AMOUNT
1	No Standing sign	3	\$35.1033	\$105.31
1.1	<p>Max Metal - MaxMetal</p> <p>Part Qty: 1</p> <p>Width: 12.00"</p> <p>Height: 18.00"</p> <p>Sides: 1</p> <p>Text: ABSOLUTELY NO(large to fit three below) (all beside the word NO)STANDING, PARKING, STOPPING AT ANY TIME <-----></p> <p>Notes: Client sent pictures for reference to recreate.</p> <p>Red w/ red border w/ rounded corners.</p>			
1.2	<p>Digital Print - Digital print w/ Satin finish</p> <p>Sides: 1</p> <p>Lamination - Lamination Type: Satin Finish</p>			
2	10' U-Channel Sign Posts (OPTIONAL)	3	\$121.9733	\$365.92
2.1	<p>10' Silver U-Channel Post - 10' Galvanized sign post</p> <p>Part Qty: 1</p> <p>Notes: 10' Galvanized U-Channel Sign Posts, 2 lb/ft</p>			
3	Pool Rules sign	1	\$131.56	\$131.56

3.1	Max Metal - MaxMetal Part Qty: 1 Width: 24.00" Height: 36.00" Sides: 1 Text: ADD: 'Pool Hours 7AM - 8PM' Notes: Client sent pictures for reference to recreate. Blue and white w/ rounded corners.	Round Corners - Rounded Corners, Material Difficulty: Easy		
3.2	Digital Print - Digital print w/ Satin finish Sides: 1	Lamination - Lamination Type: Satin Finish		
4	24" X 24" No U Turn Symbol sign	1	\$186.14	\$186.14
4.1	Stock Sign - Reflective No U Turn Symbol sign Sides: 1 Notes: HIP and ASTM III/IV standards			
5	Design/Preflight	1	\$55.00	\$55.00
5.1	Design Service - Design/Preflight - # of Hours: 0.75			
6	Installation (OPTIONAL)	1	\$435.00	\$435.00
6.1	Installation Service - Installation - Price: \$425.00			

Subtotal:	\$1,278.93
Taxes:	\$56.63
Grand Total:	\$1,335.56

Thank you for the opportunity to provide you an estimate here at Image360 Palm Harbor. Your one stop shop for all your sign and graphic needs.

If you would like to proceed with your order, please email us back your approval and provide us with your preferred method of payment. Our standard terms are 50% down with your order over \$500 or full payment under \$500 and the balance due upon delivery. Payments are NONREFUNDABLE. Please call our office to make payment, Once payment is received we will move your order into design queue.

DESIGN NOTES

You are allowed two changes before additional charges for design time are incurred. This estimate covers only the services outlined. If the scope of the work changes from the original estimate, approved revisions and additions will be charged accordingly and sent to you for approval. Thank you for allowing us to provide you with an estimate.

Signature: _____ **Date:** _____

EXHIBIT 16

[RETURN TO AGENDA](#)





EXHIBIT 17

[RETURN TO AGENDA](#)





Security Services Proposal

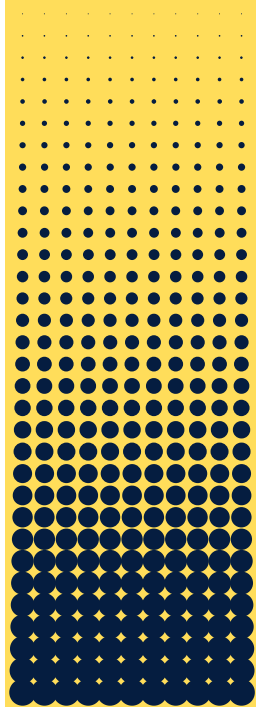


Table of Contents

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Equipment & Technology 6

Proposed Cost for Services 7

Contact Us 8

Thank You 9

Founder & Owner

Introducing our experienced and dedicated team leader.



30

Years of Experience

In the Security and Investigative Industry

3

States Licensed to Service

Florida, New York, Maine

John Scanlon, the owner of JCS Investigations, has an extensive background in the private investigation and security industry. He is committed to safeguarding communities with the support of his skilled team. His expertise encompasses private security, crime prevention, community safety, police science, and both mobile and site surveillance. Originally from New York, John has established his home in Brandon, Florida, where he is eager to assist in protecting your community and businesses from vandalism, burglaries, and trespassing.

We are prepared to serve you and appreciate the opportunity to contribute to a safer environment for your business or community. Through effective communication, dedication, and the collaboration of our teams, we are confident that this will be a productive and rewarding partnership.

The following proposal is designed for your review to familiarize you with our team's policies and training. It also includes an overview of our competitive pricing and the exceptional services we are excited to offer.

Our Team



Who We Are

We firmly believe that each team member plays a vital role in achieving success, and we extend this principle to our prospective security personnel.

As our organization also includes a team of private investigators, we thoroughly vet each candidate to ensure the integrity of our officers. We personally meet each potential employee in the field prior to hiring to evaluate qualities that cannot be captured on paper. Our success is driven by our highly motivated staff, who value and encourage open communication and, above all, foster trusting relationships.

JCS Investigations is a large security organization with extensive reach, serving various establishments, communities, events, and conventions throughout Florida. We maintain a close-knit team and are selective in choosing both our employees and contracts. Some have likened us to a Private Police Department due to the advanced technologies and equipment we provide.

We guarantee excellence from our enthusiastic team, dedicated to keeping you safe, secure, and thriving.

The JCS Standard

1. Identification

All security officers must display their JCS ID and carry their Florida State-issued Security or "D" License at all times while on duty at any post or patrol.

2. Reporting

Our team is trained and required to file comprehensive reports on all incidents, access issues, and maintenance matters observed onsite.

3. Uniform

JCS uniforms are tailored to meet the regulations of our clients' facilities, as we represent both our company and yours. Uniforms must be clean, free from stains and excessive wrinkles, and paired with the appropriate uniform bottoms. Closed-toed shoes should be worn, free from any personal adornments.

4. Attitude

Each security officer at JCS Security Services is committed to maintaining a standard of excellence, demonstrating motivation and confidence in every situation, always with a positive demeanor.

Licensing & Training

How we prepare to best serve you

Our security officers are required to hold a valid Security License issued by the state of Florida, in accordance with the guidelines set by the Department of Agriculture. This includes additional licensing for our armed guards, specifically the Florida G License.

Each officer must complete a minimum of 40 hours of professional training provided by a security officer school or training facility licensed by the Florida Department of Agriculture and Consumer Services.

Our company expects more than the standard two-year renewal process dictated by Chapter 493. We conduct an annual assessment of our team members' mental and physical fortitude and their adherence to our company's standards. JCS Security Services also provides regular tactical training to ensure our team possesses the skills necessary to protect effectively and de-escalate conflicts.

Moreover, we engage in communication workshops to enhance our ability to defuse difficult or tense situations, foster problem-solving, and build a positive rapport with community members. We are committed to addressing complaints or concerns to serve and protect homes more efficiently, ensuring that our clients and their patrons feel at ease and satisfied with our services.



JCS Investigations Licensing

Agency License A: 3000004

Agency License B: 3100293

Class D: All Officers

Class G: All Armed Officers



Equipment & Technology

We heavily invest in ways to innovate the space we operate in



ALPRs

On all patrol vehicles to make tracking vehicles tied with crimes easier



Radar Speed Indicators

For placement onsite to slow down speeding



Mobile Command Center

Our Central Monitoring Station



Emergency Service Unit

First response for any health and safety emergencies onsite



Patrol Scooters

Used for patrols where onsite officers are present



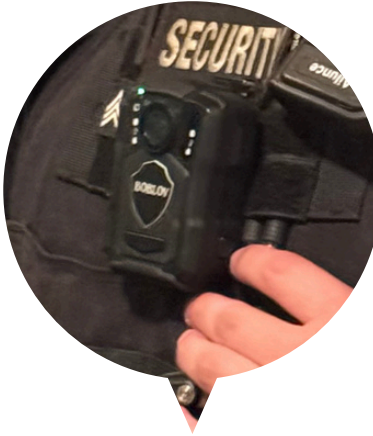
Light Towers

Used in areas in need of additional light, and deployed after hurricanes



Undercover Anti-Crime Vehicles

Unmarked/Ghost vehicles utilized to fight crime



Bodycams

Worn by our patrol team for next level documentation

Proposed Cost of Service

Competitive Pricing

We are proposing an apples to apples cost for the current level of service you are receiving. Our onsite officers are all licensed, and trained in accordance with the policies outlined earlier in this proposal.

With all our shifts you will receive security reports. These reports will include timestamps, detail of the incident, photos, bodycam footage (*if applicable*), and who the officer is responding.

Roving Patrol is available upon request, and can be quoted separately. With this service you'd have access to full community reports outside of the Amenities, including parking and maintenance. We work with your approved towing company to tag and tow vehicles, and run license plates when suspected crimes are committed to further protect the community and it's assets.

Service	Scope	Price
Amenity Access Control Officer	16 hours/week 8 hours Saturday 8 hours Sunday \$25.36/hour	\$21,099.52/year

Invoices are issued Net 30. Termination of contract is 30 days written notice for all parties

Additional Included Services

Armed Guards:
Available upon request

Maintenance Reports:
In addition to our security and incident reporting, our team will complete maintenance reports as things are identified and provide to those on the approved distribution list

Cost Savings

With our proposal, you're estimated to **save a total of \$2,762.48 annually** off your current contracted rate

Contact JCS Investigations



Email

Michael@myjcsservices.com

Phone

813-616-1405



Thank You!

We appreciate your consideration of JCS Investigations to protect your assets and needs

Exceptional Service



Committed to quality and satisfaction

Community Focused



Safety

Service Driven



Innovative practices for a better future

EXHIBIT 18

[RETURN TO AGENDA](#)





Busy Bee Property Maintenance Inc
407-209-7632
601 Palm Drive
Ocoee, FL 34761

Prepared For
forest lake cdd

Estimate Date
08/11/2025

Estimate Number
0000469

Description	Rate	Qty	Line Total
signage remove three large signs and six smaller signs, dispose of all trash	\$650.00	1	\$650.00
coach light assess the issues with monument lights	\$0.00	1	\$0.00
	Subtotal		650.00
	Tax		0.00
	Estimate Total (USD)		\$650.00

Terms

once approved a fifty percent is required to begin

EXHIBIT 19

[RETURN TO AGENDA](#)



LAW OFFICE OF COLLINS SPENCER DELPERCIO, PLLC

Phone: 954-709-1395

Email: executive.csd@gmail.com

7.11.2025

Attn Forest Lake CDD:

Please see attached Invoice for Services Rendered for the District through my resignation on July 10, 2025. The total amount is \$8,697.78.

Your current Retainer Balance as of the time of this final invoice is \$10,000.00 Pursuant to the Contract, upon termination of our contract, counsel may have the option to keep the retainer in its entirety. Counsel has decided to forego that clause and issue a return to the District as there is no dispute as to the invoice.

As a reminder, at the potential resolution of the Agreement between counsel and the CDD, counsel has the right to deem it proper to collect any waived fees or services at provided in its sole discretion at any time. There are waved items that I am not charging on this invoice. However, if this final invoice is contested, counsel will deem it proper to no longer consider any prior amounts waived and shall seek full payment including evening, holiday, and weekend items that were waived or not included (but documented all the same). Counsel assumes this will not be an issue as we finalize.

Lastly, as a reminder, counsel will not provide ANY documents until final payment is resolved. Please be sure to confirm the following: Refund of Retainer Balance is to be payable to Forest Lake Community Development District, mailed to Anchor Stone Management's place of business.

If there are any questions or concerns, please contact me as soon as possible to discuss and confirm payments and work done. This will be done as a courtesy for District and not billed as the proper thing to do is answer questions and concerns about costs and billing.

Sincerely,



Collins S. DelPercio, Esq.

Law Office of Collins S. DelPercio, PLLC

Executive.CSD@gmail.com

954-709-1395

LAW OFFICE OF COLLINS SPENCER DELPERCIO, PLLC

Phone: 954-709-1395

Email: executive.csd@gmail.com

INVOICE DATE: 7/10/2025

Attorney Fees:

6/25/2025

Requested to Drive to Emergency Meeting in Person

3.3 Hours Reduced to 2.9 Hours \$1,238.30

6/25/2025

CDD Emergency Meeting

2.2 Hours \$939.40

6/25/2025

Post meeting Information from New Management Company and Answering Questions for the Supervisors Present

0.7 Hours \$298.90

6/25/2025

Post meeting conversation with residents and interested parties (also making sure no Supervisors discussed anything with each other while they stayed present)

1.1 Hours WAIVED \$0.00

6/25/2025

Request NPG to provide Wifi Password and Response to email

0.1 Hours \$42.70

6/25/2025

Request NPG to provide Lock Box information and Response to email

0.1 Hours \$42.70

6/25/2025

NPG Phone Call Informing of emergency Meeting and Location Again, confirming notices were properly provided and posted.

0.3 Hours WAIVED \$0.00

6/25/2025

Scott Woodlee Conversation at Supervisor Lemeur's Request about potential issues, charges, and concerns with the Board of Supervisor's Actions

0.8 Hours Reduced to 0.4 Hours \$170.80

6/26/2025

2 New Emails of Concerns from Scott Woodlee on the Board and their actions, including Board newly hired Issues

0.2 Hours \$85.40

6/26/2025

Email with Anchor Stone Management

0.1 Hours \$42.70

6/26/2025

Phone Call with Anchor Stone Management

0.3 Hours \$128.10

6/26/2025

Email to NPG with Anchor Management

0.1 Hours \$42.70

6/26/2026

Email Response to Scott Woodlee Emails

0.2 Hours \$85.40

6/26/2025

Email to Artemis Informing them of Board's Decision

0.1 Hours WAIVED \$0.00

6/26/2026

Email to Access Informing them of Board's Decision

0.1 Hours WAIVED \$0.00

6/26/2026

Email Board Supervisors with Updated Information

0.3 Hours Reduced to 0.1 Hours \$42.70

6/26/2026

Follow Up Email with Board of Updates and Information

0.2 Hours Reduced to 0.1 Hours \$42.70

6/26/2026

Call with Supervisor Ribarich about next steps

0.4 Hours Reduced to 0.2 Hours \$85.40

6/26/2025

Conflict checks with Anchor Stone Management

1.5 Hours WAIVED \$0.00

6/26/2025

At Supervisor Lemuer's Request, Phone Call Review with Scott Woodlee

0.1 Hours \$42.70

6/26/2025
Multiple Text Messages to Supervisors
0.8 Hours WAIVED \$0.00

6/26/2025
Phone Call with NPG about next steps, argument as to approval and control
0.7 Hours Reduced to 0.4 Hours \$170.80

6/26/2025
Phone Call with Supervisor Lemeur Discussing items and next steps
0.5 Hours Reduced to 0.3 Hours \$128.10

6/26/2025
Emails Forwarded between NPG and Anchor Stone
0.2 Hours WAIVED \$0.00

6/26/2026
Email NPG Budget and Other Documents Requested by Anchor Stone
0.1 Hours WAIVED \$0.00

6/26/2025
Email Anchor Stone Updates
0.1 Hours WAIVED \$0.00

6/26/2025
New Update for Anchor Stone via Email
0.1 Hours WAIVED \$0.00

6/27/2025
New Update for Anchor Stone
0.1 Hours WAIVED \$0.00

6/27/2025
Email with Chairmen Rivera
0.1 Hours WAIVED \$0.00

6/27/2025
Phone Call with Supervisor Rivera
0.2 Hours \$85.40

6/27/2025
Email with Anchor Stone Management
0.1 Hours \$42.70

6/27/2025
Phone Call with NPG About contract and resolutions, control of financials, registered agent

0.5 Hours Reduced to 0.2 Hours \$85.40

6/27/2025

Email Anchor Stone with Updates as requested by NPG

0.1 Hours \$42.70

6/27/2025

Email to NPG with Updates as requested by Anchor Stone

0.1 Hours \$42.70

6/27/2025

Email NPG for Updating Website

0.1 Hours \$42.70

6/27/2025

Phone Call with Supervisor Cortez about Ledgers and Bills

0.2 Hours Reduced to 0.1 Hours \$42.70

6/27/2025

Email Updates to the Board

0.2 Hours Reduced to 0.1 Hours \$42.70

6/27/2025

Email NPG with Notice of Meeting July 10th Wording

0.1 Hours \$42.70

6/27/2025

Email Updated Notice to Anchor Stone

0.1 Hours \$42.70

6/27/2025

Email to Board with Notice Filed by Supervisor Cortez

0.1 Hours \$42.70

6/27/2026

Email to NPG and response of NPG to notice of website

0.2 Hours Reduced to 0.1 Hours \$42.70

6/27/2025

Email Response to Anchor Management Request

0.1 Hours \$42.70

6/27/2025

Phone Call from Cedar Ridge Management Company Requesting Information as to CDD Pool Access

0.4 Hours Reduced to 0.3 Hours \$128.10

6/27/2026

2 Different Emails from Cedar Ridge Management Company confirming information and documentation

0.2 Hours \$85.40

6/27/2025

Review of Anchor Stone Management Contract and Provided Input to the Board and requested responses from the Board to add or change the Contract.

2.2 Hours Reduced to 1.5 Hours \$640.50

6/29/2025

Multiple Emails with Anchor

0.4 Hours WAIVED \$0.00

6/29/2025

Text with Chair about Approving going forward prior to Contract and confirm contract language

0.2 Hours WAIVED \$0.00

6/29/2025

Email with Vice-Chair about moving forward and changing things or not changing them

0.1 Hours WAIVED \$0.00

6/29/2025

Phone Call with Supervisor Rivera to discuss Contract and next steps

0.3 Hours Reduced to 0.2 Hours \$85.40

6/30/2025

Email change to Contract Suggestions to Anchor and the Board

0.1 Hours \$42.70

6/30/2025

Email with Vice-Chair about Contract

0.1 Hours WAIVED \$0.00

6/30/2025

Phone Call with NPG about next steps, fiduciary control and financials with who is in control.

0.6 Hours Reduced to 0.4 Hours \$170.80

6/30/2025

Termination Letter for NPG from Anchor Management with Responses and Review

0.3 Hours \$128.10

6/30/2025

Phone Call with Supervisor Rivera

0.1 Hours \$42.70

6/30/2025
Emails with Anchor Stone Management
0.3 Hours WAIVED \$0.00

7/1/2025
Scott Woodlee Emails with New Concerns and items located with issues
0.4 Hours \$170.80

7/1/2025
At Supervisor Lemeur's Permission, Phone Call with Scott Woodlee for emails and concerns
0.8 hours Reduced to 0.5 Hours \$213.50

7/1/2025
Email and Voicemail for Prior Counsel to Confirm Information (Ms. Lauren Gentry, Esq).
0.2 Hours WAIVED \$0.00

7/1/2025
Email about Supervisor Rivera for NPG
0.1 Hours \$42.70

7/1/2025
Phone Call with Supervisor Ribarich
0.4 Hours Reduced to 0.3 Hours \$128.10

7/1/2025
Email chain between NPG and Anchor Stone
0.3 Hours WAIVED \$0.00

7/1/2025
Forwarded Emails from NPG to Anchor Stone
0.2 Hours WAIVED \$0.00

7/1/2025
Email and Response to Email about Anchor Stone Management Situation and Control
0.3 Hours WAIVED \$0.00

7/1/2025
Phone Call with Supervisor Cortez
0.2 Hours \$85.40

7/2/2025
Phone call with Anchor Stone about NPG and next steps they want to take going forward
0.3 Hours WAIVED \$0.00

7/2/2025

Email and Texts from Scott Woodlee
0.2 Hours WAIVED \$0.00

7/2/2025
Forwarded Emails from Scott Woodlee to Anchor Stone
0.1 Hours WAIVED \$0.00

7/2/2025
Forwarded all Requested emails to Anchor Stone about NPG and Contract
0.3 Hours \$128.10

7/2/2025
Legal Opinion as to how to handle formal requests from and for the CDD
0.1 Hours \$42.70

7/3/2025
Multiple Emails and Responses from NPG to and from Anchor Stone
0.5 Hours Reduced to 0.4 Hours \$170.80

7/7/2025
Anchor emails X 2 for date and updated agenda, minutes, etc.
0.2 Hours \$85.40

7/8/2025
Email about Contract, document for transition, possibility with my responses
0.1 Hours \$42.70

7/8/2025
Email for supervisor Contrez about contract, requesting me to confirm payment in meeting if given chance
0.1 Hours WAIVED \$0.00

7/8/2025
Email from Supervisor Lemeur asking for accounts of Duke, sent to Anchor
0.1 Hours \$42.70

7/8/2025
At anchor Stone Request, forwarded email to NPG about Duke energy and issues in the CDD
0.1 Hours \$42.70

7/8/2025
Phone call with NPG about bills for Duke Energy
0.4 Hours Reduced to 0.2 Hours \$85.40

7/9/2025
Review Anchor issue about Duke, asked if I needed to forward to NPG

0.1 Hours WAIVED \$0.00

7/9/2025

Phone call with Renter Lisa Rivera asking about pool rules, sent over to Anchor

0.4 Hours Reduced to 0.2 Hours \$85.40

7/9/2025

Received email and Responded to Email about Agenda from Ms. Anderson for 7/10/2025 meeting

0.1 Hours \$42.70

7/9/2025

Phone Call with NPG about public meetings, information, agenda, and issues confirmed and provided to Anchor Stone

0.7 Hours Reduced to 0.5 Hours \$213.50

7/9/2025 Email for Duke Energy Issues, confirmed and sent to NPG at Anchor Stone's Request

0.1 Hours \$42.70

7/9/2025

Email from Anchor Stone to NPG about financial and document transfer assuming it was done, responded to email as well.

0.4 Hours Reduced to 0.2 Hours \$85.40

7/10/2025

Email from NPG about Duke, forwarded to Anchor, CC: NPG

0.1 Hours \$42.70

7/10/2025

CDD Public Meeting, Resignation/Termination of Contract at 1:43 PM approved., meeting began at 1:30PM

0.3 Hours \$128.10

7/10/2025

Draft Letter of Finalization of Representation. Counsel will provide documents and invoice information by 7/11/2025

0.1 Hours \$42.70

7/10/2025

Since my contract terminated prior to Resolutions, I phoned over informed NPG that I was no longer District Counsel.

0.2 Hours \$85.40

7/11/2025

Close Out of all documents and preparation for New Counsel to Receive All new Documents, placed in proper order, sorted through work product and documents owned by the CDD that were in Counsel possession, custody, and control.

3.1 Hours Reduced to 2.5 Hours \$1067.50

7/11/2025

Email including Transition from NPG to Anchor Stone

Email reply to NPG and Anchor stating I am not representing NPG and never have, remove me.

Email to and from New Counsel Confirming I am not representing NPG and thank him for removing me from email chains

Email to Anchor Stone Management to Confirm means to send documents

0.5 Hours WAIVED \$0.00

TOTAL FEES: \$8,582.70

Costs:

6/25/2025

104 Miles at \$0.67 per Mile: \$ 69.68

UPSP Mail: \$26.47

Thumb Drive: 18.93

TOTAL COSTS: \$115.08

TOTAL INVOICE: \$8,697.78

Retainer: \$10,000.00

Total Fees and Costs: - \$ 8,697.78

Total Refund from Retainer: \$ 1,302.22

Please review the dates, times, and invoice costs/fees for correctness. If there are any errors or concerns, please provide in writing for review. This review would not be billed as per the Agreement. This Invoice was created in the best interest of the client and was done with best practices. As this is a final invoice, please be sure to do a final review as no documents shall be released to the District until the Invoice has been reviewed and approved. Funds will be moved from Retainer to counsel and remainder shall be sent back to the District.

*Please note, at my discretion I chose not to charge fees or additional costs for the work provided to the District. I have waived a significant portion. Pursuant to the Agreement we have, if there is a dispute that requires legal action to resolve, all waived and reduced amounts will be no longer be deemed waived or reduced. This would also include phone calls, texts message, and emails that are not recorded at this time and will be included for any legal disputes.

From: [Collins DelPercio, Esq.](#)
To: [Patricia Thibault](#)
Subject: Re: District Counsel Contract Resolution for CSD - Urgent Read PLease
Date: Tuesday, July 15, 2025 8:16:36 AM
Attachments: [Janaury 2025 Invoice.pdf](#)
[February 2025 Invoice.pdf](#)
[Invoice Letter 2.28.2025.pdf](#)
[Invoice Letter 3.31.2025.pdf](#)
[March 2025 Invoice.pdf](#)
[April 2025 Invoice.pdf](#)
[Invoice Letter 4.30.2025.pdf](#)
[Invoice Letter 5.30.2025.pdf](#)
[May 2025 Invoice.pdf](#)
[2025 June Invoice.pdf](#)
[Invoice Letter 6.25.2025.pdf](#)
[July 2025 Final Invoice Letter.pdf](#)
[July 2025 Final Invoice.pdf](#)

Good morning,

See below payments (including retainer payments/replenish repayments) and attached invoices and letters with invoices (they explain how I was told to bill/pay/use retainer/etc.).

January 2025: \$1,232.10 PAID
February 2025: \$1,708.00 PAID
February 2025: \$10,000.00 Retainer Received
March 2025: \$1,537.00 PAID
April 2025: \$3,117.00 PAID
May 2025: \$2,690.95 PAID
June 2025: \$9,010.90 PAID
July 2025: Final Invoice Pending, Reimbursement of Remaining Retainer Pending

You will see 3 different payments made for the retainer:

\$10,000.00 initial retainer

*I was using the retainer and requesting replenish when the District decided it was easier to cut checks for invoices versus he using retainer (you will see that in the invoice letters) and then they just replenished the retainer twice to the Contractual \$10,000.00.

**The District made the last replenish amount attached to the June 2025 Invoice amount and wrote a single check including invoice plus replenish of the retainer (it was easy to separate obviously).

\$1,537.00 Partial Replenish

\$1,708.00 Replenish

Hope this helps sort things out.

On Tue, Jul 15, 2025 at 6:52 AM Patricia Thibault <Patricia@anchorstonemgt.com> wrote:

Collins

That would be perfect as the billings would have come from your office for service and then

you should also have a record of payments made to your office .

Thank you ever so much !

Patricia Thibault

District Manager

Anchor Stone Management, LLC

255 Primera Boulevard, Suite 160

Lake Mary, FL 32746

From: Collins DelPercio, Esq. <executive.csd@gmail.com>

Sent: Monday, July 14, 2025 7:12 PM

To: Patricia Thibault <Patricia@AnchorstoneMgt.com>

Cc: Anna Lyalina <Anna@AnchorstoneMgt.com>; Jere L. Earlywine <Jere.Earlywine@kutakrock.com>; Alexis B. Weiland-Sorenson <Alexis.Weiland-Sorenson@kutakrock.com>

Subject: Re: District Counsel Contract Resolution for CSD - Urgent Read PLease

Good evening,

I was not privy to any of the billing or financials.

What do I have are my invoices and accompanying letters that reflected direction from the District as to payment, retainer, etc.

Will that help you out Patricia?

-C

Sent from my iPhone

On Jul 14, 2025, at 6:35 PM, Patricia Thibault
<Patricia@anchorstonemgt.com> wrote:

Good Evening Collins

We are attaching check payments to you in the amount of \$13,409.85 – which should not be considered a final culmination of all checks as we have just retained access to the bank account.

We would be so very appreciative If you could please provide a reconciliation of all payments made to you from the Forest Lake CDD in light of all billings.

We remain appreciative of all of your time to hopefully close the matter!

Patricia Thibault

District Manager

Anchor Stone Management, LLC

255 Primera Boulevard, Suite 160

Lake Mary, FL 32746

From: Collins DelPercio, Esq. <executive.csd@gmail.com>

Sent: Friday, July 11, 2025 1:49 PM

To: Patricia Thibault <Patricia@AnchorstoneMgt.com>

Cc: Anna Lyalina <Anna@AnchorstoneMgt.com>

Subject: Re: District Counsel Contract Resolution for CSD

Patricia,

Please use it and live by it.

I have attached my invoice and final letter for review.

As a reminder, I have waived and reduced different costs and fees but if a dispute arises, I will no longer be able to consider them waived or reduced and will see full payment.

The payment instructions (Address as marked below) and make the reimbursement Pay to the Order Of: Forest Lake Community Development District.

I will send this check in the same mail as the thumbdrive prepared for the incoming counsel (as to avoid double billing or adding further costs to the District).

I do not release any documents until we have agreed the invoice is correct as I am sure you can understand.

Let me know if it is good to pay or if there are questions or concerns.

****There is a common misconception that questioning a bill is a dispute. I want to be clear, anyone receiving services should have the right to question and ask before approving payment for goods or services (at least, that is how I handle business). A dispute is when we cannot conclude and agree to the invoice and payment and legal issues arise.**

Let me know as soon as you are able to confirm and I will get going on moving payments and requesting a check for the District along with sending out the thumb drive.

On Fri, Jul 11, 2025 at 1:08 PM Patricia Thibault
<Patricia@anchorstonemgt.com> wrote:

Collins – I hope that you don't mind that I use your cite in my life !

Please utilize my address below for all matters

Patricia Thibault

District Manager

Anchor Stone Management, LLC

255 Primera Boulevard, Suite 160

Lake Mary, FL 32746

From: Collins DelPercio, Esq. <executive.csd@gmail.com>

Sent: Friday, July 11, 2025 12:58 PM

To: Patricia Thibault <Patricia@AnchorstoneMgt.com>

Cc: Anna Lyalina <Anna@AnchorstoneMgt.com>

Subject: Re: District Counsel Contract Resolution for CSD

I am comfortable with it.

Provide me a mailing address.

Also, after we resolve the final payment, it looks like there will be extra of the CDD's retainer so please also provide me payment instructions and mailing address (if different).

**As far as an amicable approach, there was a movie about 20 years ago called Kingdom of Heaven with Orlando Bloom...and a line in it stuck with me: "Your quality will be known, even among your enemies, wherever you may meet them." We are absolutely NOT enemies but I am sure we will cross paths again and I prefer people to remember me as willing to work as a team regardless of my litigation/courtroom background.

I will get the invoice over shortly, I just want to make sure the documents are good to go.

On Fri, Jul 11, 2025 at 12:45 PM Patricia Thibault
<Patricia@anchorstonemgt.com> wrote:

Collins

Truly appreciate you amicable approach – if you are comfortable with billing for this service please do so !

Patricia Thibault

District Manager

Anchor Stone Management, LLC

255 Primera Boulevard, Suite 160

Lake Mary, FL 32746

From: Collins DelPercio, Esq. <executive.csd@gmail.com>

Sent: Friday, July 11, 2025 12:36 PM

To: Patricia Thibault <Patricia@AnchorstoneMgt.com>

Cc: Anna Lyalina <Anna@AnchorstoneMgt.com>

Subject: Re: District Counsel Contract Resolution for CSD

Patricia, happy Friday again,

All documents will be electronic on a memory stick.

Normally, when I am told to bill the client and handle it, I send the memory stick in a small box, bubble wrapped, with certified signature and insurance added to \$500.00 (\$30ish +/- cost). This is normally sent with ground express (2-3 days travel time and tracking number) which I provide to the client as well once sent.

Let me know what you would like.

On Fri, Jul 11, 2025 at 12:31 PM Patricia Thibault
<Patricia@anchorstonemgt.com> wrote:

Hi there Collins

Can you advise as to document size – meaning are we talking a banker box or a fed ex envelope

Patricia Thibault

District Manager

Anchor Stone Management, LLC

255 Primera Boulevard, Suite 160

Lake Mary, FL 32746

From: Collins DelPercio, Esq. <executive.csd@gmail.com>
Sent: Friday, July 11, 2025 12:10 PM
To: Patricia Thibault <Patricia@AnchorstoneMgt.com>; Anna Lyalina <Anna@AnchorstoneMgt.com>
Subject: Re: District Counsel Contract Resolution for CSD

Good morning,

I was a part of the email from new counsel, I am sure you saw the response. I am not sure if you wish counsel to be on this email chain going forward as I would like to respect the transition and process.

I am following up as to how you would like to receive documents (do you have a Fedex or UPS number or would you prefer I send it via USPS Certified Mail)?

I am almost done organizing documents and want to get things ready to go as soon as possible and finalize any invoices so transition is smooth.

Let me know at your earliest convenience.

On Thu, Jul 10, 2025 at 5:17 PM Collins DelPercio, Esq. <executive.csd@gmail.com> wrote:

Good afternoon all,

See attached.

--

Regards,

Collins DelPercio, Esq.

954-709-1395

"The best way to predict the future is to create it." - Peter Drucker

CONFIDENTIALITY NOTICE: This email together with any attachments is confidential, intended only for the recipient or recipients named above and may contain information that is privileged, confidential, attorney work product or exempt from disclosure under applicable law. If you have received this email in error, or are not the named recipient(s), you are hereby notified that any use, dissemination, distribution or duplication of this email or any of its attachments is strictly prohibited. Please notify the sender immediately and delete this email and any attachments from your computer. You should not retain, copy, use or distribute this email or any attachments for any purpose, or disclose all or any part of the contents to any person. Although this e-mail and all attachments are believed to be free of any virus or other defect that might affect any computer system into which it is received and opened, it is the responsibility of the recipient to ensure that it is virus-free and Collins DelPercio and/or his affiliates bear no responsibility for any loss or damage arising in any way from its use.

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Regards,

Collins DelPercio, Esq.

954-709-1395

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Regards,

Collins DelPercio, Esq.

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Regards,

Collins DelPercio, Esq.

954-709-1395

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Regards,

Collins DelPercio, Esq.

954-709-1395

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<July 2025 Final Invoice Letter.pdf>

<July 2025 Final Invoice.pdf>

<BRW38D57AAED5AE_002284.pdf>

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Regards,

Collins DelPercio, Esq.
954-709-1395

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LAW OFFICE OF COLLINS SPENCER DELPERCIO, PLLC

Phone: 954-709-1395

Email: executive.csd@gmail.com

INVOICE DATE: 1/31/2025

1/14/2025

Initial Set Up for new Client, Onboarding

*Pursuant to the Agreement, this is a non-refundable, one-time set up fee, and there is no attorney fees for preparing New Client Documents.

\$250.00

1/15/2025

Reviewed Agenda for 1/16/2025 Meeting. This included review of the 8 Resolutions for the Board to Vote (2025-05, 2025-06, 2025-07, 2025-08, 2025-09, 2025-10, 2025-11, 2025-12, 2025-13, 2025-14, and 2025-25.

Time: 0.5 Hours

\$213.50

1/16/2025

Attendance for CDD Meeting, Answered questions asked of me by the Board and the voting public. Reviewed laws requested under F.S. 190 to confirm answers were correct.

Time: 1.7 Hours

\$768.60

TOTAL INVOICE AMOUNT: \$1,232.10

*Please review the dates, times, and invoice costs/fees for correctness. If there are any errors or concerns, please provide in writing for review. This review would not be billed as per the Agreement. This Invoice was created in the best interest of the client and was done with best practices.

LAW OFFICE OF COLLINS SPENCER DELPERCIO, PLLC

Phone: 954-709-1395

Email: executive.csd@gmail.com

1/31/2025

Attn Forest Lake CDD:

As you have been informed, with different changes to the firm, I have been attempting to set up the new Trust Account to accept payments and initial retainer under my new firm's name. It is not complete yet, as there are additional guidelines that need to be followed. As such, Forest Lake CDD has not been able to provide the initial retainer to an account. This letter is not waiving that requirement of the Agreement we signed, but it is informing you that there is a delay and as such, there is a delay outside of our control in receiving or taking payment of a retainer or any fees associated with work.

With that said, a required obligation I have pursuant to the Agreement, is to provide you with an invoice of expenses and costs associated with representation of Forest Lake CDD. It will be followed pursuant to the Agreement we have with one change: I will not be able to take the disbursement of the invoice from the retainer nor provide you with an amount to replenish the retainer pursuant to the Agreement without the Trust account active, therefore payment will be suspended as well as the initial retainer until the Trust account is active.

Please see the attached Invoice for review. Again, the Invoice will not be paid, it will be taken out of the initial retainer as it has not been provided yet. Once the Trust becomes active, the retainer will be enforced pursuant to the Agreement and the disbursement of work on invoices will be disbursed pursuant to the Agreement. If you have any questions, please feel free to contact me to discuss further.

Sincerely,



Collins S. DelPercio, Esq.

Law Office of Collins S. DelPercio, PLLC

Executive.CSD@gmail.com

954-709-1395

LAW OFFICE OF COLLINS SPENCER DELPERCIO, PLLC

Phone: 954-709-1395

Email: executive.csd@gmail.com

INVOICE DATE: 2/28/2025

2/11/2025

Reviewed 3 different emails but where the same email. **Reduced Fee to 0.1.*

Time: 0.3 Hours *Reduced Fee to 0.1.*

\$42.70

2/14/2025

Reviewed the entire email chain from the prior management company with the new management company.

Time. 0.2 Hours **No After Hours Charged.*

\$85.40

2/17/2025

Reviewed entire Agenda Packet for meeting, Responded with comments and questions to confirm.

Time: 0.3 Hours **No Holiday Fee Charged.*

\$128.10

2/18/2025

Reviewed both resent emails.

Time: 0.2 Hours **No Charge.*

\$0.00

2/20/2025

Reviewed Swim USA Email via CDD Management

Time: 0.1 Hours

\$42.70

2/20/2025

Reviewed, Responded, Offered Information, and Preparation to SwimUSA Email Document Requests

Time: 0.5 Hours

\$213.50

2/20/2025

Reviewed Berry Documentation Email for Lease Agreement with Playground

Time 0.2 Hours

\$85.40

2/20/2025

Attendance for CDD Meeting, Answered questions asked of me by the Board and the voting public.

Time: 2.1 Hours

\$896.70

2/24/2025

Took a Phone Call from a CDD Resident. He expressed his concerns and asked about payment. I directed him to the Management Company's email to confirm his information and that they can further answer his questions as I do not represent individuals, but only the CDD in my limited capacity.

Time: 0.2 **No Charge*

\$0.00

2/25/2025

Received SwimUSA Contract Email, Reviewed Email Chain, Reviewed SwimUSA Contract, drafted letter for termination/revocation of Agreement with SwimUSA as directed

Time: 0.5

\$213.50

2/26/2025

Email Response with SwimUSA via Requests Update

Time 0.3 **No Charge, *No After hours Charge*

2/27/2025

Email Updates and Review of SwimUSA Requests

Time; 0.5 **No Charge*

2/28/2025

Emails Updated From SwimUSA

Time: 0.2 **No Charge*

February Total Invoice: \$1,708.00

Please review the dates, times, and invoice costs/fees for correctness. If there are any errors or concerns, please provide in writing for review. This review would not be billed as per the Agreement. This Invoice was created in the best interest of the client and was done with best practices.

*Please note, at my discretion I chose not to charge fees or additional costs for the work provided to the District.

LAW OFFICE OF COLLINS SPENCER DELPERCIO, PLLC

Phone: 954-709-1395

Email: executive.csd@gmail.com

2/28/2025

Attn Forest Lake CDD:

As of now, the entirety of the trust fund has been fixed and is now up to date. I received the January invoice in full and it shall be deposited shortly. I am attaching the February invoice for your review.

As this has been finalized and reset, I am formally requesting my retainer pursuant to the contract be placed into my trust account for me to draw upon versus monthly payments made by the District. There will be times, as it states, that I ask the District to update and place additional funds into the trust account.

Please make the check payable as follows in the amount of \$10,000.00: Law Office of Collins Spencer DelPercio, PLLC.

If you wish to pay February 2025's invoice from the retainer, please let me know. If you choose to be paid from the Retainer, I will take that amount of the invoice once retainer is received. If you choose to pay it separately from the retainer, I shall not take February 2025's funds from the retainer.

Please see the attached Invoice for review. You will see places where I chose not to bill or charge additional amounts for actions and work done was my discretion to not charge or bill. Please let me know if there are any errors in February 2025's invoice written expressly to be reviewed.

Sincerely,



Collins S. DelPercio, Esq.
Law Office of Collins S. DelPercio, PLLC
Executive.CSD@gmail.com
954-709-1395

LAW OFFICE OF COLLINS SPENCER DELPERCIO, PLLC

Phone: 954-709-1395

Email: executive.csd@gmail.com

INVOICE DATE: 2/28/2025

2/11/2025

Reviewed 3 different emails but where the same email. **Reduced Fee to 0.1.*

Time: 0.3 Hours *Reduced Fee to 0.1.*

\$42.70

2/14/2025

Reviewed the entire email chain from the prior management company with the new management company.

Time. 0.2 Hours **No After Hours Charged.*

\$85.40

2/17/2025

Reviewed entire Agenda Packet for meeting, Responded with comments and questions to confirm.

Time: 0.3 Hours **No Holiday Fee Charged.*

\$128.10

2/18/2025

Reviewed both resent emails.

Time: 0.2 Hours **No Charge.*

\$0.00

2/20/2025

Reviewed Swim USA Email via CDD Management

Time: 0.1 Hours

\$42.70

2/20/2025

Reviewed, Responded, Offered Information, and Preparation to SwimUSA Email Document Requests

Time: 0.5 Hours

\$213.50

2/20/2025

Reviewed Berry Documentation Email for Lease Agreement with Playground

Time 0.2 Hours

\$85.40

2/20/2025

Attendance for CDD Meeting, Answered questions asked of me by the Board and the voting public.

Time: 2.1 Hours

\$896.70

2/24/2025

Took a Phone Call from a CDD Resident. He expressed his concerns and asked about payment. I directed him to the Management Company's email to confirm his information and that they can further answer his questions as I do not represent individuals, but only the CDD in my limited capacity.

Time: 0.2 **No Charge*

\$0.00

2/25/2025

Received SwimUSA Contract Email, Reviewed Email Chain, Reviewed SwimUSA Contract, drafted letter for termination/revocation of Agreement with SwimUSA as directed

Time: 0.5

\$213.50

2/26/2025

Email Response with SwimUSA via Requests Update

Time 0.3 **No Charge, *No After hours Charge*

2/27/2025

Email Updates and Review of SwimUSA Requests

Time; 0.5 **No Charge*

2/28/2025

Emails Updated From SwimUSA

Time: 0.2 **No Charge*

February Total Invoice: \$1,708.00

Please review the dates, times, and invoice costs/fees for correctness. If there are any errors or concerns, please provide in writing for review. This review would not be billed as per the Agreement. This Invoice was created in the best interest of the client and was done with best practices.

*Please note, at my discretion I chose not to charge fees or additional costs for the work provided to the District.

LAW OFFICE OF COLLINS SPENCER DELPERCIO, PLLC

Phone: 954-709-1395

Email: executive.csd@gmail.com

INVOICE DATE: 3/31/2025

3/7/2025

Reviewed Email Prior to Meeting

Time 0.1 Hours

\$42.70

3/10/2025

Review of Sunshine 119 and CDD 190 Law of Situation with Board Contact

Time: 1 Hour

\$427.00

3/10/2025

Email with Manager about Rule and Law

Time: 0.1 **Waived to 0.0 Hours*

\$0.00

3/20/2025

CDD Board Meeting Attendance with Comments and Answering Questions

Time: 2.0

\$854.00

March 2025 Total Invoice: \$1,537.20

Please review the dates, times, and invoice costs/fees for correctness. If there are any errors or concerns, please provide in writing for review. This review would not be billed as per the Agreement. This Invoice was created in the best interest of the client and was done with best practices.

*Please note, at my discretion I chose not to charge fees or additional costs for the work provided to the District.

LAW OFFICE OF COLLINS SPENCER DELPERCIO, PLLC

Phone: 954-709-1395

Email: executive.csd@gmail.com

3/31/2025

Attn Forest Lake CDD:

Please see the attached Invoice for review. You will see places where I chose not to bill or charge additional amounts for actions and work done was my discretion to not charge or bill. Please let me know if there are any errors in March 2025's invoice written expressly to be reviewed.

Your current Retainer Balance after March 2025's invoice will be \$6,754.80. This is a deficit of \$3,245.20. Pursuant to the Contract, the CDD shall replenish the Retainer held in Trust from time to time to keep it at \$10,000.00. To be clear, this is not demanded, just a reminder of where the funds held in trust are and what remains. When funds fall below half is when I begin requesting funds to be replenished.

If there are any questions or concerns, please contact me as soon as possible to discuss and confirm payments and work done. This will be done as a courtesy for the CDD and not billed as the proper thing to do is answer questions and concerns about costs and billing.

Sincerely,



Collins S. DelPercio, Esq.

Law Office of Collins S. DelPercio, PLLC

Executive.CSD@gmail.com

954-709-1395

LAW OFFICE OF COLLINS SPENCER DELPERCIO, PLLC

Phone: 954-709-1395

Email: executive.csd@gmail.com

INVOICE DATE: 4/30/2025

4/1/2025 Email from NPG Management for Agenda and Contents

Hours: 0.1

\$42.70

4/7/2025 Call from Community Member about CDD and Towing

Hours 0.3* *Do Not Bill*

\$0.00

4/8/2025 Email complaining about HOA for the CDD

Hours 0.1* *Do Not Bill*

\$0.00

4/9/2025 Given Direction and Confirmed Information to Research for CDD on property control, insurance review.

Hours: 0.4

\$170.80

4/9/2025 Started Reviewing Ownership Document on 70 Unit apartment but was redirected to review the insurance policy and coverages of the CDD

Hours: 0.3

\$128.10

4/10/2025 Pulled records for directions on insurance coverages, reviewed deeds and documents to confirm how is responsible for towing issues, reviewed contract. Requested deeds for the conveyance of the property, roads, etc. 975 document of annexing into Davenport, and the condo de-annexation from the CDD control (properly filed by an improper entity, C.L. Confirmed with further documents.

Hours: 2.1 **Reduced from 2.7 Hours*

\$896.70

4/11/2025 Confirmed all deeds through Polk County Records, properly recorded, annexation into Davenport, all property properly conveyed, reviewed the de-annexation from CDD for proper actions (C.L. confirmed with further documents). I confirmed with email follow up and requested an updated insurance policy coverage of the CDD directly.

Hours: 1.1

\$469.70

4/14/2025 Reviewed Towing Company Contract and created legal opinion.

Hours: 0.4

170.80

4/17/2025 CDD Attended Meeting Via Zoom

Hours: 2.5

\$1,067.50

4/25/2025 Reviewed the Laws of the Summons provided against the CDD, confirmed CDD has sovereign protections, started searching outside counsel with multiple calls to file notice of appearance and motion to dismiss.

Hours 0.3 **Reduced from 2.5 Hours)*

128.10

4/29/2025 Confirmed with best legal representation to appear in person for this summons on May 29th, 2025. Provide Email with information and suggestion on 4/30/2025 as it was an afterhours finalization.

Hours 0.3 **Do Not Charge after hours rate*

\$128.10

TOTAL INVOICE: \$3,117.10

Please review the dates, times, and invoice costs/fees for correctness. If there are any errors or concerns, please provide in writing for review. This review would not be billed as per the Agreement. This Invoice was created in the best interest of the client and was done with best practices.

*Please note, at my discretion I chose not to charge fees or additional costs for the work provided to the District.

LAW OFFICE OF COLLINS SPENCER DELPERCIO, PLLC

Phone: 954-709-1395

Email: executive.csd@gmail.com

4/30/2025

Attn Forest Lake CDD:

Please see the attached Invoice for review. You will see places where I chose not to bill or charge additional amounts for actions and work done was my discretion to not charge or bill. Please let me know if there are any errors in March 2025's invoice written expressly to be reviewed.

Your current Retainer Balance after April 2025's invoice will be \$8,292.00. As instructed after the last partial replenishment, do not take out any funds of the retainer unless it correlates to costs or immediate requirements to properly represent the CDD and to from here forward, receive checks for the invoices in the future unless directed otherwise.

If there are any questions or concerns, please contact me as soon as possible to discuss and confirm payments and work done. This will be done as a courtesy for CDD and not billed as the proper thing to do is answer questions and concerns about costs and billing.

Sincerely,



Collins S. DelPercio, Esq.

Law Office of Collins S. DelPercio, PLLC

Executive.CSD@gmail.com

954-709-1395

LAW OFFICE OF COLLINS SPENCER DELPERCIO, PLLC

Phone: 954-709-1395

Email: executive.csd@gmail.com

INVOICE DATE: 5/31/2025

5/5/2025

Review of Summons and Other Information, Identified Attorneys and provided suggestion for limited representative

0.5 Hours \$213.50

5/8/2025

Recommended and Confirmation with Saint Law firm for potential handling of the limited representative case

0.2 Hours (reduced to 0.1) \$42.70

5/10/2025

Draft Motion to Dismiss, Prepared Documents for Saint Law firm to handle limited representative case

1.2 Hours (waive weekend fee, reduce to 0.5) \$213.50

5/15/2025

Closed Board Meeting

0.5 Hours \$213.50

5/15/2025

CDD Community Public Meeting

1.7 Hours \$726.75

5/23/2025

Review Bolton Towing Email Chain (Initial)

0.1 Hours \$42.70

5/23/2025

Review of District Policies Flyer

0.1 Hours \$42.70

5/24/2025

BOS Workshop Request Email

Waived Fee of 0.1 Hours \$0.00

5/26/2025

Review CDD Email Chain and Responses

0.3 Hours (Waive Holiday Fee) \$128.10

5/30/2025

Phone Call With Supervisor Jose Cortez, review of CDD and who I work for and contracted with which is the CDD
0.2 Hours \$85.40

5/30/2025
Meeting of the CDD Management Company with Concerns for CDD's protection
0.8 Hours \$341.60

5/31/2025
Review of Contract and Agenda Emails Leading up to the resolution and notices of the June 12, 2025, Meeting
1.5 Hours (Waive Weekend Fee) \$640.50

TOTAL INVOICE: \$2,690.95

Please review the dates, times, and invoice costs/fees for correctness. If there are any errors or concerns, please provide in writing for review. This review would not be billed as per the Agreement. This Invoice was created in the best interest of the client and was done with best practices.

*Please note, at my discretion I chose not to charge fees or additional costs for the work provided to the District.

LAW OFFICE OF COLLINS SPENCER DELPERCIO, PLLC

Phone: 954-709-1395

Email: executive.csd@gmail.com

5/31/2025

Attn Forest Lake CDD:

Please see attached Invoice for Services Rendered for the CDD in May of 2025. The total amount is \$2,690.95. Please send draft at your earliest convenience made out to Law Office of Collins Spencer DelPercio, PLLC Trust Account as always.

Your current Retainer Balance after May 2025's invoice will be \$8,292.00. As instructed after the last partial replenishment, do not take out any funds of the retainer unless it correlates to costs or immediate requirements to properly represent the CDD and to from here forward, receive checks for the invoices in the future unless directed otherwise.

If there are any questions or concerns, please contact me as soon as possible to discuss and confirm payments and work done. This will be done as a courtesy for CDD and not billed as the proper thing to do is answer questions and concerns about costs and billing.

Sincerely,



Collins S. DelPercio, Esq.
Law Office of Collins S. DelPercio, PLLC
Executive.CSD@gmail.com
954-709-1395

LAW OFFICE OF COLLINS SPENCER DELPERCIO, PLLC

Phone: 954-709-1395

Email: executive.csd@gmail.com

INVOICE DATE: 6/25/2025

6/2/2025

Email Chain About Supervisor Cortez with other people discussing CDD Matters

0.3 Hours \$128.10

6/2/2025

Phone Call to HOA Forest Lake Attorney, Left Message

0.1 Hours \$42.70

6/2/2025

Phone Call with HOA Attorney: Wonstetler, discussed HOA vs. CDD rules and Sunshine law including noticing meetings, conversations, and whether or not HOA can conduct business at the CDD location without prior permission.

0.5 Hours \$298.90

6/2/2025

Phone Call with Supervisor Lemeur asking about Sunshine Law and how to set actions at a meeting and what he is or is not allowed to say and request guidance from the State Attorney office.

0.3 Hours \$128.10

6/8/2025

Review Agenda for CDD Meeting

0.1 Hours \$42.70

6/9/2025

Phone Call with Supervisor Cortez about the potential term of NPG and confirmed that I was hired by the CDD and not the HOA, confirmed the HOA is different from the CDD, asked about termination of an appointed member versus proxy member, asked about the rules governing his actions to add to a meeting.

0.7 Hours \$298.90

6/9/2025

Reviewed email about gates from community members with concerns of rules and regulations.

0.1 Hours \$42.70

6/12/2025

CDD Meeting

2.5 Hours \$1067.50

6/12/2025

Legal Meeting
0.1 Hours \$42.70

6/13/2025
Review of community member Scott Woodlee complains against Board to Say, was told to stand down by NPG on behalf of Board till Board decides what to do
0.5 Hours \$213.50

6/13/2025
Email from NPG about grounds of termination provided in writing with demands of continuation from board members, and next steps or no more NPG actions
\$1.5 Hours 640.50

6/13/2025
Discussion with Supervisor Cortez and next possible steps with NPG and future actions possible
0.6 Hours \$256.60

6/13/2025
Discussion with Supervisor Ribarich and next possible steps with NPG and future actions possible
0.6 Hours \$256.60

6/13/2025
Discussion with Supervisor Rivera and next possible steps with NPG and future actions possible
0.7 Hours \$298.90

6/13/2025
Review of Memo by Saint Law firm for Motion to Dismiss of the Zamora Law Suit
0.1 Hours \$42.70

6/13/2025 Continued 6/16/2025
2 Discussions with Supervisor Montalvo for next possible steps
0.2 hours \$85.40
0.2 Hours \$85.40

6/16/2025
Supervisor Lemeur asked about CDD supervision, next steps, suspension f rules, proxy versus elected members, and what to do if there is no management company.
0.8 Hours \$341.60 WAIVED

6/16/2025
Supervisor Frank Rivera will not resign, wants next steps for action and agreement
0.2 Hours \$85.40 WAIVED

6/16/2025
Supervisor Jose Cortez will not resign, wants next steps for action and agreement

0.3 Hours \$128.10 WAIVED

6/16/2025

Phone Call with Supervisor Ribarich, wanting to know next steps, if termination is correct or not correct.

0.3 Hours \$128.10 WAIVED

6/16/2025

Text and Phone calls with Supervisor Lemeur

0.2 Hours \$85.40 WAIVED

6/16/2025

Phone Call with Supervisor Rivera about potential agreement and getting emails back online.

0.3 Hours \$128.10 WAIVED

6/16/2025

Phone Call with NPG about potential negotiation of turning emails back on, getting together, agreeing to terms to get to the Budget Workshop and to the July 10th Public meeting

0.4 Hours \$170.80 WAIVED

6/16/2025

Phone Call with Supervisor Lemeur confirming if termination was made or not with NPG

0.1 Hours \$42.70 WAIVED

6/17/2025

Phone Call with Supervisor Ribarich, confirming her views, discussing agreement, discussing next meetings, discussing actions and consequences for actions, and legal rules for CDD.

0.5 Hours \$213.50 WAIVED

6/17/2025

Phone Call with Supervisor Lemeur, requesting me to talk to Scott Woodlee, who filed complaints against Board members

0.2 Hours \$85.40 WAIVED

6/17/2025

Phone Call at the behest of Supervisor Lemeur with community member Scott Woodlee, discussed sunshine law, communications and his complaints for the community and requested they be discussed and finalized.

0.7 Hours \$298.90

6/17/2025

Email to NPG confirming as part of good faith, emails are back on, asking for Supervisor #2 email to be unlocked again.

0.1 Hours \$42.70 WAIVED

6/17/2025

Phone Call with Supervisor Lemeur to discuss Agreement
0.2 Hours \$85.40 WAIVED

6/17/2025
Multiple Phone Calls with Supervisor Ribarich on Agreement and views.
0.8 Hours \$341.60 WAIVED

6/17/2025
Multiple calls and emails with NPG confirming Email and Agreement possibilities
1.7 Hours \$725.90 WAIVED

6/17/2025
Multiple Calls with Supervisor Cortes discussing Agreement possibilities
0.6 Hours \$256.20 WAIVED

6/17/2025
Multiple Calls with supervisor Rivera discussing Agreement and next steps
0.5 Hours \$213.50 WAIVED

6/18/2025
Multiple calls with Supervisor Rivera on Rules and guidelines of meetings
0.6 Hours \$256.30 WAIVED

6/18/2025
Multiple calls with Supervisor Cortes referring to rules, agreement, and next steps
0.7 Hours \$298.90 WAIVED

6/18/2025
Multiple calls Supervisor Lemeur referring to rules and next steps, along with good faith questions and rules for sunshine law.
0.7 Hours \$298.90 WAIVED

6/18/2025
Multiple calls Supervisor Montalvo about rules and next steps.
0.5 Hours \$213.50 WAIVED

6/18/2025
Phone call with Supervisor Lemeur about sunshine laws, attorney client privilege, examples and differences and timing is important.
0.8 Hours \$341.80 WAIVED

6/18/2025
Supervisor #1 said email was not working, asked to unlock information and handle it
0.1 Hours \$42.70

6/18/2025

I successfully negotiated turning back on the emails for communication, informed the Board of this information, provided terms that needed to be discussed and started going back to email, proper running communication, I informed the Board of waiving fees during the confusing times which will reflect, but will start billing again forward.

0.4 Hours \$170.80 WAIVED

6/19/2025

Email and Response about pool cleaning and emails unlocking for community important and information.

0.2 Hours \$85.40

6/19/2025

Supervisor #2 Forgot password, asked for an email reset again.

0.1 Hours \$42.70

6/19/2025

Phone Call from Supervisor Rivera about Haines City Water and being turned off.

Pool Needs Clean Up

0.2 Hours \$85.40

6/19/2025

Email and phone call with NPG about water off, water on, and cleaning pool for taking care of along with bath mess

0.2 Hours \$85.40

6/19/2025

Supervisor Cortez called to confirm water was off, did not turn it off, turned water back on, Haines City Announcement

0.2 Hours \$85.40

6/19/2025

Phone Call with Supervisor Lemeur discussing transparency and communication rules

0.2 Hours \$85.40

6/19/2025

Phone call with Supervisor Montalvo to ask about negotiations with rule 190 on board. Who gets to know what and when.

0.1 Hours \$42.70

6/19/2025

Phone call supervisor Rivera about negotiations and next steps

0.1 Hours \$42.70

6/19/2025

Phone call with community member Scott Woodlee, discussing his views legal matter, sent letter over to me, I informed him I am not his attorney.

0.8 Hours \$341.60

6/19/2025

Call from NPG to discuss negotiations and attempting for 2 meetings and those requirements

0.2 Hours \$85.40

6/19/2025

Follow up call with community member Woodlee, confirmed I received letters

0.2 Hours \$85.40

6/20/2025

Phone call with Supervisor Ribarich to discuss agreement or termination.

0.4 Hours \$170.80

6/20/2025

Drafted civility Agreement and sent to board for review.

1.1 Hours \$469.70

6/20/2025

Phone call with Supervisor Ribarich about potential agreement and plans

0.3 Hours \$128.10

6/22/2025

Read emails from supervisor input for agreement, added information and resent out to review.

0.5 Hours \$213.50

6/23/2025

Email exchange with Ribarich about rules and next steps for emergency meeting

0.4 Hours \$170.80

6/23/2025

Phone call with supervisor Montalvo to discuss agreement and repercussions

0.2 Hours \$85.40

6/23/2025

Response to Community member Woodlee emails and letters seeking counsel, etc.

0.7 Hours \$298.90

6/23/2025

Phone call discussing letter with community member Scott Woodlee concerns of letter

0.3 Hours \$128.10

6/23/2025

Phone call with Rivera discussing agreement and next steps

0.1 Hours \$42.70

6/23/2025

Phone call Ribarich not going to sign, moving for emergency meeting, asked for rules
0.6 Hours \$256.20

6/23/2025

Research Ribarich rules for meeting
0.4 Hours \$170.80

6/23/2025

Phone call with NPG explaining to not move forward.
0.2 Hours \$85.40

6/23/2025

Phone call notice of rules of procedure meeting, with Ribarich
0.2 Hours \$85.40

6/23/2025

Phone call Ribarich confirming she noticed meeting with newspaper
0.1 Hours \$42.70

6/24/2025

Supervisor Ribarich text back and forth conducting meeting and calling for new management company
0.2 Hours \$85.40

6/24/2025

Receive letter from community Woodlee, sent to Board
0.2 Hours \$85.40

6/24/2025

Called Supervisor Lemeur about informing NPG, and something with pool access
0.2 Hours \$85.40

6/24/2025

Phone call from community member Magan Patel, asking for info,
0.2 Hours \$85.40

6/24/2025

Phone Daisy Realty asking on behalf of client to provide information to swimming, management company, etc. provided information as to meeting on 6/25/2025
0.3 Hours: \$128.10

TOTAL INVOICE: \$9,010.90

Total Amount Owed on Retainer Balance: \$1,708.00***

Please review the dates, times, and invoice costs/fees for correctness. If there are any errors or concerns, please provide in writing for review. This review would not be billed as per the Agreement. This Invoice was created in the best interest of the client and was done with best practices.

*Please note, at my discretion I chose not to charge fees or additional costs for the work provided to the District. I have waived a significant portion. Pursuant to the Agreement we have, if I deem it necessary to collect funds on any and all waived fees, I can, as a part of my final closing statement and invoice, take said amount prior to dispersing any unused retainer funds minus all fees and costs associated to representation.

**Please Note, this invoice is being provided earlier than normal as next week is a holiday week and I want to make sure there is nothing pending during the long break.

***Pursuant to Contract, your retainer must be replenished to the full amount of \$10,000.00 at the request of counsel. Counsel is officially requesting this amount paid to fulfill this obligation pursuant to contract.

LAW OFFICE OF COLLINS SPENCER DELPERCIO, PLLC

Phone: 954-709-1395

Email: executive.csd@gmail.com

6.25.2025

Attn Forest Lake CDD:

Please see attached Invoice for Services Rendered for the CDD in May of 2025. The total amount is \$9,010.90. Please send draft at your earliest convenience made out to Law Office of Collins Spencer DelPercio, PLLC Trust Account as always.

Your current Retainer Balance after May 2025's invoice will be \$8,292.00. As instructed after the last partial replenishment, do not take out any funds of the retainer unless it correlates to costs or immediate requirements to properly represent the CDD and to from here forward, receive checks for the invoices in the future unless directed otherwise. To fulfill the contractual obligation, please send a draft at your earliest convenience made out to Law Office of Collins Spencer DelPercio, PLLC Trust Account for the amount of \$1,708.00.

As a reminder, a significant amount of waiving of attorney fees and costs was provided on this invoice, and it is important to state that counsel may deem in proper to collect any waived fees or services provided in its sole discretion at any time, including at the potential resolution of the Agreement.

If there are any questions or concerns, please contact me as soon as possible to discuss and confirm payments and work done. This will be done as a courtesy for CDD and not billed as the proper thing to do is answer questions and concerns about costs and billing.

Sincerely,



Collins S. DelPercio, Esq.

Law Office of Collins S. DelPercio, PLLC

Executive.CSD@gmail.com

954-709-1395

EXHIBIT 20

[RETURN TO AGENDA](#)



CDD Property Towing Agreement

Parties

- This CDD Property Towing Agreement (hereinafter referred to as the “Agreement”) is entered into on _____ (Date) by and between Bolton’s Towing Service Inc., with an address of 2690 Avenue E SW Winter Haven, FL 33880 (hereinafter referred to as the “Towing Service”), and Forest Lake Community Development District (hereinafter referred to as “Management/Owner”)(collectively referred to as the “Parties”).

General

- Hereby, the Management/Owner exclusively appoints the Towing Service to patrol and remove unauthorized vehicles from the property/properties that are owned by the District which have not been designated as a designated parking area as delineated in the maps included in Exhibit A. The Towing Service hereby accepts such responsibility and agrees to service the property beforementioned.

Term

- This Agreement shall be effective on the date of signing this Agreement (hereinafter referred to as the “Effective Date”) and will only end with a written notice 30 days prior to requested termination date.

The responsibilities of the Towing Service

- To patrol the property and remove any vehicle/vessel in violation of the attached Forest Lake Community Development District Amended and Restated Rules Relating to Parking and Parking Enforcement (“District Rules”) attached hereto as Exhibit A.
- Towing Service shall ensure that any abandoned vehicles towed conform to the following criteria: (1) the Vehicle is inoperable, as evidenced by vegetation underneath as high as the Vehicle body or frame, debris collected underneath, or, that the Vehicle is being used solely for storage/habitation purposes; (2) the Vehicle is partially dismantled, having no engine, transmission or other major and visible part; (4) the Vehicle has major and visible parts which are dismantled; (5) the Vehicle is incapable of functioning as a Vehicle in its present state; (6) the Vehicle has only nominal salvage value; and/or (7) the Vehicle is incapable of safe operation

under its own power, or a vehicle that cannot be self-propelled or moved in a manner it was originally intended to move.

- To tow any other vehicles/vessels at the specific direction of Management/Owner.

Towing Service Liability

- Hereby, the Management/Owner agrees to hold the Towing Service harmless for claims and/or lawsuits resulting from any non-towing related claim.

Succession

- This agreement is binding on the Towing Service and the Management/Owner as well as their successors.

Governing Law

- This Agreement shall be governed by and construed in accordance with the laws of Florida.

Amendments

- The Parties agree that any amendments made to this Agreement must be in writing and they must be signed by both Parties to this Agreement.
- As such, any amendments made by the Parties will be applied to this Agreement.

Community/Property Rule Changes, Amendments, & Exemptions

- Management/Owners agree to notify Towing Service of changes to the District Rules pertaining to the listed property within 24 hours of effective change.
- Management/Owners agree to notify Towing Service of any special exemptions or permissions given immediately that contradict the rules and regulations set forth by any bylaws or regulatory documents provided to the Towing Service.
- If Towing Service is NOT notified of any changes made, the Management/Owners agree to cover any and all cost associated with but not limited to; invoices, legal fees, any fees associated with litigation, customer reimbursements, etc.

Assignment

- The Parties hereby agree not to assign any of the responsibilities in this Agreement to a third party unless consented by both Parties in writing.

Entire Agreement

- This Agreement contains the entire agreement and understanding among the Parties hereto with respect to the subject matter hereof, and supersedes all prior

agreements, understandings, inducements and conditions, expressed or implied, oral or written, of any nature whatsoever with respect to the subject matter hereof. The expressed terms hereof control and supersede any course of performance and/or usage of the trade inconsistent with any terms hereof.

Severability

- In an event where any provisions of this Agreement are found to be void and unenforceable by a court of competent jurisdiction, then the remaining provisions will remain to be enforced in accordance with the Parties' intention.

Signature and Date

- The Parties hereby agree to the terms and conditions set forth in this Agreement and such is demonstrated throughout by their signature below:

Management

Towing Service

Name_____

Name_____

Signature_____

Signature_____

Date_____

Date_____

Exhibit A: *Forest Lake Community Development District Amended and Restated Rules Relating to Parking and Parking and Parking Enforcement*

Forest Lake Parking and Towing Policy



FOREST LAKE COMMUNITY DEVELOPMENT DISTRICT
AMENDED AND RESTATED RULES RELATING TO PARKING AND PARKING ENFORCEMENT

In accordance with Chapter 190, *Florida Statutes*, and on June 6, 2023, at a duly noticed public meeting, the Board of Supervisors of the Forest Lake Community Development District (“District”) adopted the following policy to govern parking and parking enforcement on certain District property (the “Policy”). This Policy repeals and supersedes all prior rules and/or policies governing the same subject matter.

SECTION 1. INTRODUCTION. The District finds that parked Commercial Vehicles, Vehicles, Vessels and Recreational Vehicles (hereinafter defined) on certain of its property (hereinafter defined) cause hazards and danger to the health, safety and welfare of District residents, paid users and the public. This Policy is intended to provide the District’s residents and paid users with a means to remove such Commercial Vehicles, Vehicles, Vessels and Recreational Vehicles from areas that are not designated for parking.

SECTION 2. DEFINITIONS.

- A.** *Commercial Vehicle.* Any mobile item (including Utility Vans and Utility Trucks) which normally uses wheels, whether motorized or not, that (i) is titled, registered or leased to a company and not an individual person, or (ii) is used for business purposes even if titled, registered or leased to an individual person.
- B.** *Designated Parking Areas.* Areas which have been explicitly approved for parking by the District, including areas indicated by asphalt markings and areas designated on the map attached hereto as **Exhibit A** and indicated by signage.
- C.** *Vehicle.* Any mobile item which normally uses wheels, whether motorized or not.
- D.** *Vessel.* Every description of watercraft, barge, or airboat used or capable of being used as a means of transportation on water.
- E.** *Recreational Vehicle.* A vehicle designed for recreational use, which includes motor homes, campers and trailers relative to same.
- F.** *Abandoned/Broken-Down Vehicle.* A vehicle that has no license plate, is visibly not operational, or has not moved for a period of 7 days.
- G.** *Parked.* A Vehicle, Vessel or Recreational Vehicle left unattended by its owner or user.
- H.** *Tow-Away Zone.* District property in which parking is prohibited and in which the District is authorized to initiate a towing and/or removal action. **Any District Property not designated as a Designated Parking Area is a Tow-Away Zone.**

- I. *Overnight.* Between the hours of 10:00 p.m. and 6:00 a.m. daily.

SECTION 3. DESIGNATED PARKING AREAS. Parking is permitted only in Designated Parking Areas, as indicated by asphalt markings for parking spaces and as indicated on the map attached hereto as **Exhibit A** for certain on-street parking areas. On-street parking is expressly prohibited on District roadways except where indicated. **Any Vehicle parked on District Property, including District roads, if any, must do so in compliance with all laws, ordinances, and codes, and shall not block access to driveways and property entrances.**

SECTION 4. ESTABLISHMENT OF TOW-AWAY ZONES. All District Property which is not explicitly designated for parking shall hereby be established as “Tow-Away Zones” for all Vehicles, including Commercial Vehicles, Vessels, Recreational Vehicles as set forth in Section 5 herein (“**Tow-Away Zone**”).

SECTION 5. EXCEPTIONS.

- A. **ON-STREET PARKING EXCEPTIONS.** Commercial Vehicles, Recreational Vehicles, and Vessels are not permitted to be parked on-street Overnight and shall be subject to towing at Owner’s expense.
- B. **ABANDONED/BROKEN-DOWN VEHICLES.** Abandoned and/or broken-down Vehicles are not permitted to be parked on District Property at any time and are subject to towing at the Owner’s expense.
- C. **PARKING DURING AMENITY HOURS.** Vehicles may park in the designated parking areas of amenity facilities depicted in **Exhibit A** during the open hours of operations of such amenity facilities, including any District-authorized special events occurring outside of regular hours of operation. Otherwise, no Overnight parking is permitted at the amenity facilities.
- D. **VENDORS/CONTRACTORS.** The District Manager or his/her designee may authorize vendors/consultants in writing to park company vehicles in order to facilitate District business. All vehicles so authorized must be identified by a Parking Pass issued by the District.
- E. **DELIVERY VEHICLES AND GOVERNMENTAL VEHICLES.** Delivery vehicles, including but not limited to, U.S.P.S., U.P.S., Fed Ex, moving company vehicles, and lawn maintenance vendors may park on District property while actively engaged in the operation of such businesses. Vehicles owned and operated by any governmental unit may also park on District Property while carrying out official duties.

SECTION 6. TOWING/REMOVAL PROCEDURES.

- A. **SIGNAGE AND LANGUAGE REQUIREMENTS.** Notice of the Tow-Away Zones shall be approved by the District’s Board of Supervisors and shall be posted on District property in the manner set forth in Section 715.07, *Florida Statutes*. Such signage is to be placed in conspicuous locations, in accordance with Section 715.07, *Florida Statutes*.

- B. TOWING/REMOVAL AUTHORITY.** To effect towing/removal of a Commercial Vehicle, Vehicle, Vessel or Recreational Vehicle, the District Manager or his/her designee must verify that the subject Commercial Vehicle, Vehicle, Vessel or Recreational Vehicle was not authorized to park under this rule in the Overnight Parking Areas and then must contact a firm authorized by Florida law to tow/remove Commercial Vehicle, Vehicles, Vessels and Recreational Vehicles for the removal of such unauthorized vehicle at the owner's expense. The Commercial Vehicle, Vehicle, Vessel or Recreational Vehicle shall be towed/removed by the firm in accordance with Florida law, specifically the provisions set forth in Section 715.07, *Florida Statutes*. Notwithstanding the foregoing, a towing service retained by the District may tow/remove any vehicle parked in a Tow-Away Zone.
- C. AGREEMENT WITH AUTHORIZED TOWING SERVICE.** The District's Board of Supervisors is hereby authorized to enter into and maintain an agreement with a firm authorized by Florida law to tow/remove unauthorized vehicles and in accordance with Florida law and with the policies set forth herein.

SECTION 7. PARKING AT YOUR OWN RISK. Vehicles, Vessels or Recreational Vehicles may be parked on District property pursuant to this rule, provided however that the District assumes no liability for any theft, vandalism and/ or damage that might occur to personal property and/or to such vehicles.

SECTION 8. AMENDMENTS; DESIGNATION OF ADDITIONAL TOW-AWAY ZONES OR DESIGNATED PARKING AREAS. The Board in its sole discretion may amend these Rules Related to Parking and Parking Enforcement from time to time to designate new Tow-Away Zones or Designated Parking Areas as the District acquires additional common areas. Such designations of new Tow-Away Zones and Designated Parking Areas are subject to proper signage and notice prior to enforcement of these rules in such areas.

EXHIBIT A – *Designated Parking Areas (highlighted areas)*

Effective date: June 6, 2023

EXHIBIT 21

[RETURN TO AGENDA](#)



From: [Marysol Henriquez](#)
To: [Patricia Thibault](#)
Subject: Community Event Proposals for Board Review & Approval
Date: Friday, July 18, 2025 4:08:13 PM

Dear Patricia,

I hope this message finds you well. On behalf of several enthusiastic residents, I would like to formally present a proposal for a series of community events that have been requested to promote health, wellness, and neighborhood camaraderie.

We are seeking approval from the CDD Board to host the following resident-led events:

1. Zumba/Bootcamp/Yoga Fitness Class

- **Lead By:** A resident volunteer
- **Cost:** Free to all residents
- **Location Options:**
 - Portion of the pool parking lot
 - Grassy area next to the children's playground
- **When:** One weekday evening per week (e.g., Wednesdays at Dusk)
- **Purpose:** Encourage fitness and social engagement for all

2. Adult Pool Night

- **Details:** A pool gathering exclusively for residents aged 21+
- **Proposed Time:** 8:00 PM – 12:00 AM on a designated weekend evening
- **Purpose:** Offer a relaxed adult-only environment for socializing
- **Supervision:** Organized and monitored by participating residents

3. Community BBQ

- **Location:** Pool parking lot (No parking permitted that day) or Resident driveways (Parking regulations suspended that day)
- **Plan:** Residents may bring grills, chairs, and tents
- **Purpose:** Create a fun, inclusive opportunity for neighbors to connect and enjoy the day together

◦ 4. Community Landscaping/Cleanup Day

- **Purpose:** Beautify the neighborhood
- **Details:**
 - Residents would come together to clean up the landscape in common areas such as at the amenities and the entrances and also assist with one another's yards all the while doing a street cleanup
 - Volunteers with landscaping knowledge could assist neighbors who may lack experience or ability in maintaining their yards
 - The goal is to bring our community to a standard of upkeep we can all be proud of, in line with HOA guidelines
- **Outcome:** Cleaner, more attractive streets and increased community pride through teamwork

We believe these events will greatly enhance community spirit and offer residents enjoyable and safe opportunities to connect. All activities would be organized respectfully with attention to noise, cleanup, and safety.

Please let us know if any additional information or documentation is required for consideration at the upcoming board meeting. We are happy to collaborate further to ensure all guidelines and policies are met.

Thank you for your time and support.

Best regards,

Marysol Henriquez
2335 Canyon Oak Dr