

Tomoka Community Development District

3501 Quadrangle Blvd, Suite 270, Orlando, FL 32817; 407-723-5900

<http://tomokacdd.com>

The regular meeting of the Board of Supervisors of Tomoka Community Development District will be held **Tuesday, April 9, 2024, at 11:00 a.m. at the Hampton Inn, 150 Flagler Plaza Drive, Palm Coast, Florida 32137.** The following is the proposed agenda for this meeting.

Call in number: 1-844-621-3956 Passcode: 2536 634 0209

<https://pfmcdd.webex.com/join/carvalhov>

BOARD OF SUPERVISORS' MEETING AGENDA

Organizational Matters

- Call to Order
 - Roll Call
 - Public Comment Period *[for any members of the public desiring to speak on any proposition before the Board]*
1. Review and Acknowledgement of Resignation Letters from Dennis Hoffman and Dennis Veraldi
 2. Discussion and Consideration of Replacements for Seat #1 (Term Expires 11/2024) and Seat 4 (Term Expires 11/2026)
 3. Administration of Oath of Office to Newly Appointed Board Members
 4. Consideration of Resolution 2024-01, Election of Officers

General Business Matters

5. Consideration of the Minutes of the July 11, 2023, Board of Supervisors' Meeting
6. Consideration of Resolution 2024-02, Designating Authorized Signatories for the District's Bank Account(s)
7. Consideration of Resolution 2024-03, Adopting the Revised Fiscal Year 2023 Budget
8. Consideration of Resolution 2024-04, Approving a Preliminary Budget for Fiscal Year 2025 and Setting a Public Hearing Date [Suggested Date, July 9, 2024] *(under separate cover)*
9. Consideration of Resolution 2024-05, Designating Board Member Seats for the Upcoming 2024 General Election
10. Ratification of Audit Engagement Letter
11. Ratification of Stormwater System Inspection Agreement
12. Ratification of Payment Authorizations 182 – 215
13. Review of District Financial Statements

Other Business

- Staff Reports
 - District Counsel
 - District Engineer
 - District Manager
- Audience Comments
- Supervisors Requests

Adjournment



**TOMOKA
COMMUNITY DEVELOPMENT DISTRICT**

Review and Acknowledgement of
Resignation Letters from
Dennis Hoffman and Dennis Veraldi

Dennis F. Hoffman
826 Westlake Drive
Ormond Beach, Florida 32174-1477

August 30, 2023

Ms. Vivian Carvalho
District Manager
PFM Consulting Group, LLC
350 Quadrangle Boulevard
Orlando, Florida 32817

Dear Ms. Carvalho:

I am writing to inform you of my decision, for personal reasons, to resign my position on the Board of Supervisors, Tomoka Community Development District, effective immediately.

It has been my pleasure to serve on the Board for the past ten-plus years. I wish the best to you and my fellow board members going forward.

Sincerely,

Dennis F. Hoffman

CC: Kaiti Lenhart
Flagler County Supervisor of Elections
P.O. Box 91
Bunnell, Florida 32110-0901

825 Westlake Drive
Ormond Beach FL 32174

February 28, 2024

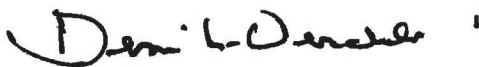
Ms. Vivian Carvalho
District Manager
PFM Consulting Group, LLC
3501 Quadrangle Boulevard, Suite 270
Orlando FL 32817

Dear Ms. Calvalho:

This is to inform you that I am relinquishing my position on the Tomoka Community Development District Board of Supervisors, effective today.

It has been very interesting serving in this capacity.

Sincerely,



Dennis L. Veraldi

cc: Ms. Kaiti Lenhart
Flagler County Supervisor of Elections
P. O. Box 901
Bunnell FL 32110

**TOMOKA
COMMUNITY DEVELOPMENT DISTRICT**

Discussion and Consideration of
Replacements for
Seat #1 (Term Expires 11/2024)
and Seat 4 (Term Expires 11/2026)

**TOMOKA
COMMUNITY DEVELOPMENT DISTRICT**

Administration of Oath of Office to New Board Members

**TOMOKA COMMUNITY DEVELOPMENT DISTRICT
BOARD OF SUPERVISORS
OATH OF OFFICE**

I, _____, A CITIZEN OF THE STATE OF FLORIDA AND OF THE UNITED STATES OF AMERICA, AND BEING EMPLOYED BY OR AN OFFICER OF TOMOKA COMMUNITY DEVELOPMENT DISTRICT AND A RECIPIENT OF PUBLIC FUNDS AS SUCH EMPLOYEE OR OFFICER, DO HEREBY SOLEMNLY SWEAR OR AFFIRM THAT I WILL SUPPORT THE CONSTITUTION OF THE UNITED STATES AND OF THE STATE OF FLORIDA.

Board Supervisor

ACKNOWLEDGMENT OF OATH BEING TAKEN

STATE OF FLORIDA
COUNTY OF _____

The foregoing oath was administered before me by means of physical presence or online notarization, this _____ day of _____, 2023, by _____, who is personally known to me or has produced _____ as identification, and is the person described in and who took the aforementioned oath as a Member of the Board of Supervisors of Tomoka Community Development District and acknowledged to and before me that he/she took said oath for the purposes therein expressed.

(NOTARY SEAL)

Notary Public, State of Florida

Print Name: _____

Commission No.: _____ Expires: _____

**TOMOKA
COMMUNITY DEVELOPMENT DISTRICT**

Consideration of Resolution 2024-01,
Election of Officers

RESOLUTION 2024-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TOMOKA COMMUNITY DEVELOPMENT DISTRICT ELECTING THE OFFICERS OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the TOMOKA COMMUNITY DEVELOPMENT DISTRICT (hereinafter the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes; and

WHEREAS, pursuant to Section 190.006(6), Florida Statutes, as soon as practicable after each election or appointment to the Board of Supervisors (the "Board"), the Board shall organize by electing one of its members as chair and by electing a secretary, and such other officers as the Board may deem necessary.

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

- Section 1. _____ is elected Chairperson.
- Section 2. _____ is elected Vice Chairperson.
- Section 3. _____ is elected Secretary.
_____ is elected Assistant Secretary.
_____ is elected Assistant Secretary.
_____ is elected Assistant Secretary.
_____ is elected Assistant Secretary.
_____ is elected Assistant Secretary.
- Section 4. Jennifer Glasgow is elected Treasurer.
- Section 5. Amanda Lane is elected Assistant Treasurer.
Rick Montejano is elected Assistant Treasurer.
Verona Griffith is elected Assistant Treasurer.
Amy Champagne is elected Assistant Treasurer.
- Section 6. All resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.
- Section 7. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 9th DAY OF APRIL 2024.

ATTEST: **TOMOKA COMMUNITY DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary _____
Chair/Vice Chair

**TOMOKA
COMMUNITY DEVELOPMENT DISTRICT**

Consideration of the Minutes of the July 11, 2023,
Board of Supervisors' Meeting

MINUTES OF MEETING

**Tomoka Community Development District
Board of Supervisors' Meeting
Tuesday, July 11, 2023, at 10:00 a.m.
Hampton Inn, 150 Flagler Plaza Drive,
Palm Coast, FL 32137**

Present and constituting a quorum:

Amos (Gooch) Cheatham	Vice Chairperson
Dennis Veraldi	Assistant Secretary
Kelly White	Assistant Secretary

Also present were:

Vivian Carvalho	District Manager- PFM Group Consulting LLC	
Venessa Ripoll	District Manager- PFM Group Consulting LLC	(via phone)
Kwame Jackson	ADM- PFM Group Consulting LLC	(via phone)
Amy Champagne	PFM Group Consulting LLC	(via phone)
Wes Haber	Kutak Rock LLP	(via phone)
Margie Hall	HOA Manager	
Dick Smith	ICI Homes	(via phone)

FIRST ORDER OF BUSINESS

Organizational Matters

Call to Order and Roll Call

This meeting was called to order by Ms. Carvalho at 10:07 a.m. and roll call was initiated. Those in attendance are outlined above.

Public Comment Period

There were no members of the public present.

SECOND ORDER OF BUSINESS

General Business Matters

**Consideration of the Minutes of
the April 11, 2023 Board of
Supervisors' Meeting**

The Board reviewed the minutes.

On MOTION by Mr. Cheatham, seconded by Mr. Veraldi, with all in favor, the Board approved the Minutes of the April 11, 2023 Board of Supervisors' Meeting.

**Public Hearing on the Adoption of
the District's Annual Budget**
**a) Public Comments and
Testimony**
b) Board Comments
**c) Consideration of Resolution
2023-04, Adopting the Fiscal Year
2024 Budget and Appropriating
Funds**

On MOTION by Ms. White, seconded by Mr. Veraldi, with all in favor, the Board opened the floor for the public hearing.

There was discussion concerning changes to the budget. There was \$52,200 that was reallocated to the Lake Maintenance Budget. It was stated that Phase 9-B is under development and will be assessed off roll via direct bill. The Lake Bank Landscape Maintenance increased to \$68,000. There was some discussion as to where the reallocation of excess funds would be. There was \$23,200 that will be used as carry-forward and the contingency will be left at \$10,000. Total net revenue is \$367,250.00 with a gross assessment of \$310.46.

On MOTION by Ms. White, seconded by Mr. Cheatham, with all in favor, the Board approved Resolution 2023-04, Adopting the Fiscal Year 2024 Budget and Appropriating Funds.

On MOTION by Ms. White, seconded by Mr. Cheatham, with all in favor, the Board closed the floor for the public hearing.

Consideration of Resolution 2023-05, Levying O&M Assessments and Certifying an Assessment Roll

Ms. Carvalho reviewed this item for the Board.

On MOTION by Mr. Cheatham, seconded by Ms. White, with all in favor, the Board approved Resolution 2023-05, Levying O&M Assessments and Certifying an Assessment Roll.

Consideration of Resolution 2023-07, Declaring Vacancies on the Board

Ms. Carvalho reviewed this item for the Board. There was some discussion concerning the process of turning over the vacant seats over to the residents.

On MOTION by Ms. White, seconded by Mr. Cheatham, with all in favor, the Board approved Resolution 2023-07, Declaring Vacancies on the Board.

On MOTION by Ms. White, seconded by Mr. Cheatham, with all in favor, the Board re-appointed Mr. Veraldi and Mr. Cheatham to Seats 3 & 4 respectively.

Consideration of Storm Erosion Repairs Proposal

The Board discussed the washout behind Edgewood Court and the proposal submitted by Hazen Construction, LLC.

On MOTION by Mr. Veraldi, seconded by Mr. Cheatham, with all in favor, the Board approved the work for a not-to-exceed amount of \$8,256.00 subject to final sign off by the District Chair.

Letter from the Supervisor of Elections - Flagler County

Ms. Carvalho stated that there are a total of 1,401 registered voters for the District.

On MOTION by Mr. Veraldi, seconded by Mr. Cheatham, with all in favor, the Board accepted the Letter from the Supervisor of Elections - Flagler County.

Review & Acceptance of FY 2022 Audit Report

On MOTION by Mr. Cheatham, seconded by Mr. Veraldi, with all in favor, the Board accepted the FY 2022 Audit Report.

Ratification of Payment Authorizations 153 – 181

On MOTION by Mr. Veraldi, seconded by Mr. Cheatham, with all in favor, the Board ratified Payment Authorizations 153 – 181.

Review of District Financial Statements

The Board reviewed the Financial Statements through June 30, 2023.

Consideration of Resolution 2023-06, Adopting the Annual Meeting Schedule for Fiscal Year 2023-2024

Ms. Carvalho stated that meetings will now take place at 11:00 a.m.

On MOTION by Ms. White, seconded by Mr. Cheatham, with all in favor, the Board approved Resolution 2023-06, Adopting the Annual Meeting Schedule for Fiscal Year 2023-2024 on a quarterly basis starting in October for the second Tuesday of each quarter at this location.

THIRD ORDER OF BUSINESS

Other Business

Staff Reports

District Counsel – No report

District Engineer – Not present

District Manager – Ms. Carvalho reviewed the Form 1 for the Board. Mr. Haber noted that the Board will have to complete four hours of ethics training beginning January 1, 2024. Ms. Carvalho also noted the next meeting is scheduled for October 10, 2023, at 11:00 a.m. at this location.

FOURTH ORDER OF BUSINESS

Audience Comments and Supervisors Requests

There were no Supervisor Requests or audience comments.

FIFTH ORDER OF BUSINESS

Adjournment

There was no further business to discuss. Ms. Carvalho requested a motion to adjourn.

On MOTION by Mr. Veraldi, seconded by Mr. Cheatham, with all in favor, the July 11, 2023, Board of Supervisors' meeting of the Tomoka Community Development District was adjourned at 11:11 a.m.

Secretary/Assistant Secretary

Chairperson/Vice Chairperson

**TOMOKA
COMMUNITY DEVELOPMENT DISTRICT**

Consideration of Resolution 2024-02,
Designating Authorized Signatories for the
District's Bank Account(s)

RESOLUTION 2024-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TOMOKA COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING THE DISTRICT MANAGER TO DESIGNATE THE AUTHORIZED SIGNATORIES FOR THE DISTRICT’S OPERATING BANK ACCOUNT(S); AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Tomoka Community Development District (“District”) is a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, and located in Flagler County, Florida; and

WHEREAS, the Board of Supervisors of the District (“Board”) has previously established a checking account on behalf of the District; and

WHEREAS, pursuant to Chapter 190, *Florida Statutes*, the funds of the District shall be disbursed by warrant or check signed by the Treasurer and by such other person as may be authorized by the Board; and

WHEREAS, the Board has, pursuant to Resolution 2024-01, elected a Chair, Secretary, Treasurer and Assistant Treasurer(s) for the District; and

WHEREAS, the District Board desires to authorize signatories for the operating bank accounts(s).

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

1. The Chair, Secretary, Treasurer and Assistant Treasurer(s) are hereby designated as authorized signatories for the operating bank account(s) of the District.
2. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED this 9th day of April 2024.

ATTEST:

**TOMOKA COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair

**TOMOKA
COMMUNITY DEVELOPMENT DISTRICT**

Consideration of Resolution 2024-03,
Adopting the Revised Fiscal Year 2023 Budget

RESOLUTION 2024-03

THE REVISED ANNUAL APPROPRIATION RESOLUTION OF THE TOMOKA COMMUNITY DEVELOPMENT DISTRICT (THE “DISTRICT”) RELATING TO THE REVISED ANNUAL APPROPRIATIONS AND ADOPTING THE REVISED BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022, AND ENDING SEPTEMBER 30, 2023

WHEREAS, the Tomoka Community Development District Board of Supervisors (the “Board”) previously approved and adopted an annual budget for the fiscal year beginning October 1, 2022 and ending September 30, 2023, pursuant to the provisions of Section 190.008(2)(a), Florida Statutes; and

WHEREAS, the Board now desires to revise the annual budget for the fiscal year beginning October 1, 2022 and ending September 30, 2023; and

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE TOMOKA COMMUNITY DEVELOPMENT DISTRICT;

Section 1. Budget

- a. That the Board of Supervisors has reviewed the District Manager’s Proposed Budgets, a copy of which is on file with the office of the District Manager and at the District’s Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.
- b. That the District Manager’s Proposed Budgets, attached hereto as **Exhibit “A,”** are hereby adopted in accordance with the provisions of Section 190.008(2)(a), Florida Statutes, and incorporated herein by reference; provided, however, that the comparative figures contained in the adopted budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures for fiscal year 2022-2023.

- c. That the adopted budget shall be maintained in the office of the District Manager and at the District’s Records Office and identified as “The Revised Budget for the Tomoka Community Development District for the Fiscal Year Beginning October 1, 2022, and Ending September 30, 2023”, as adopted by the Board of Supervisors on October 10, 2023.

Section 2. Appropriations

There is hereby appropriated out of the revenues of the Tomoka Community Development District, for the fiscal year beginning October 1, 2022, and ending September 30, 2023, the sum of money to be raised by the levy of assessments and otherwise, which sum is deemed by the Board of Supervisors to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

TOTAL GENERAL FUND	\$ _____
TOTAL DEBT SERVICE FUND	\$ _____
TOTAL ALL FUNDS	\$ _____

Section 3. Supplemental Appropriations

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

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

The District Manager and Treasurer shall have the power within a given fund to authorize the transfer of any unexpected balance of any appropriation item or any portion thereof, provided such transfers do not exceed Ten Thousand (\$10,000) Dollars or have the effect of causing more than 10% of the total appropriation of a given program or project to be transferred previously approved transfers included. Such transfer shall not have the effect of causing a more than \$10,000 or 10% increase, previously approved transfers included, to the original budget appropriation for the receiving program. Transfers within a program or project may be approved by the Board of Supervisors. The District Manager or Treasurer must establish administrative procedures which require

information on the request forms proving that such transfer requests comply with this section.

Introduced, considered favorably, and adopted this 9th day of April 2024.

ATTEST:

**TOMOKA COMMUNITY
DEVELOPMENT DISTRICT**

Secretary

By: _____

Its: _____

Tomoka Community Development District
Proposed Revised Fiscal Year 2023 Annual Operational & Maintenance Budget

	Adopted FY 2022 Budget	Adopted FY 2023 Budget	Actual FY2023	Proposed Revised FY 2023 Budget
Revenues				
Maintenance Assessments	\$ 337,850.00	\$ 284,086.97	\$ 285,210.46	\$ 285,210.46
Off Roll Assessments (Master)	0.00	55,981.03	55,982.84	55,982.84
Other Income & Other Financing Sources	0.00	0.00	60.00	60.00
Interest Income	0.00	0.00	359.64	359.64
Carry Forward	0.00	0.00	0.00	0.00
TOTAL NET REVENUE	\$337,850.00	\$340,068.00	\$341,612.94	\$341,612.94
Master - Administration				
Supervisor Fees	\$ 4,000.00	\$ 4,000.00	\$ 1,400.00	\$ 1,400.00
Public Official Insurance	3,125.00	3,293.00	3,147.00	3,147.00
Trustee Fees	6,000.00	6,000.00	5,387.49	6,000.00
District Management Fees	22,000.00	22,000.00	22,000.00	22,000.00
Management Fees - Field	18,000.00	18,000.00	18,000.00	18,000.00
Engineering Fees	1,000.00	1,000.00	0.00	1,000.00
Dissemination Agent	3,000.00	3,000.00	3,000.00	3,000.00
District Counsel	2,500.00	5,000.00	2,942.17	5,000.00
Assessment Administration	7,500.00	7,500.00	7,500.00	7,500.00
Reamortization Schedule	250.00	250.00	0.00	0.00
Audit Fees	6,000.00	4,200.00	3,600.00	3,600.00
Arbitrage	1,000.00	1,000.00	0.00	627.82
Travel & Per Diem	250.00	250.00	0.00	0.00
Legal Advertising	1,500.00	2,500.00	825.88	825.88
Meeting Room	250.00	250.00	160.50	160.50
Website	2,700.00	2,820.00	2,820.00	2,820.00
Office Misc (Phone/Postage/Copies/Supplies/etc)	450.00	450.00	413.47	450.00
Dues, Licenses & Fees	175.00	175.00	175.00	175.00
Total Master - Administration	\$79,700.00	\$81,688.00	71,371.51	\$75,706.20
Master - Collector Road (Phase 9A)				
Electric	\$ 14,160.00	\$ 14,160.00	\$ -	\$ -
Lake Maintenance	1,800.00	1,800.00	0.00	0.00
Lake Bank Landscape Maintenance	19,320.00	19,320.00	0.00	0.00
Total Master - Collector Road	\$35,280.00	\$35,280.00	0.00	\$0.00
TOTAL MASTER	\$114,980.00	\$116,968.00	\$71,371.51	\$75,706.20
Neighborhood				
Electric	\$ 84,920.00	\$ 84,920.00	\$ 98,411.65	\$ 98,411.65
Stormwater R&M (Canal Maintenance)	25,000.00	25,000.00	25,900.00	25,000.00
General Insurance	4,050.00	4,280.00	4,089.00	4,089.00
Lake Fountain & Maintenance	12,000.00	12,000.00	11,027.68	11,027.68
Lake Maintenance	39,900.00	39,900.00	46,010.00	46,010.00
Lake Bank Landscape Maintenance	47,000.00	47,000.00	75,712.30	75,712.30
Repairs & Maintenance (General / Contingency)	10,000.00	10,000.00	5,656.11	5,656.11
Total Neighborhood	\$222,870.00	\$223,100.00	266,806.74	\$265,906.74
TOTAL NEIGHBORHOOD	\$222,870.00	\$223,100.00	\$266,806.74	\$265,906.74
TOTAL BUDGET	\$337,850.00	\$340,068.00	\$338,178.25	\$341,612.94

**TOMOKA
COMMUNITY DEVELOPMENT DISTRICT**

Consideration of Resolution 2024-04,
Approving a Preliminary Budget for Fiscal
Year 2025 and Setting a Public Hearing Date

**TOMOKA
COMMUNITY DEVELOPMENT DISTRICT**

Consideration of Resolution 2024-05,
Designating Board Member Seats for
the Upcoming 2024 General Election

RESOLUTION 2024-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TOMOKA COMMUNITY DEVELOPMENT DISTRICT IMPLEMENTING SECTION 190.006(3)(A)(2)(c), FLORIDA STATUTES, AND INSTRUCTING THE FLAGLER COUNTY SUPERVISOR OF ELECTIONS TO CONDUCT THE DISTRICT’S GENERAL ELECTION

WHEREAS, the Tomoka Community Development District (hereinafter the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated entirely within Flagler County, Florida; and

WHEREAS, the Board of Supervisors of the District (hereinafter the “Board”) seeks to implement section 190.006(3)(A)(2)(c), Florida Statutes, and to instruct the Flagler County Supervisor of Elections to conduct the District’s General Elections.

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

Section 1. The Board is currently comprised of the following individuals: _____, Nika Hosseini, Amos Cheatham, _____, and Kelly White

Section 2. The term of office for each member of the Board is as follows:

<u>Seat</u>	<u>Supervisor</u>	<u>Term Expiration Date</u>
Seat 1		11/2024
Seat 2	Nika Hosseini	11/2024
Seat 3	Amos Cheatham	11/2026
Seat 4		11/2026
Seat 5	Kelly White	11/2026

Section 3. Seat 1, currently held by _____ and Seat 2, currently held by Nika Hosseini are scheduled for the General Election in November 2024.

Section 4. Members of the Board receive \$200 per meeting for their attendance and no Board member shall receive more than \$4,800 per year.

Section 5. The term of office for the individuals to be elected to the Board in the November 2024 General Election is four years.

Section 6. The new Board members shall assume office on the second Tuesday following their election.

Section 7. The District hereby instructs the Supervisor of Elections to conduct the District’s General Elections on the ballot of the 2024 General Election. The District understands

that it will be responsible to pay for its proportionate share of the general election cost and agrees to pay same within a reasonable time after receipt of an invoice from the Supervisor of Elections.

PASSED AND ADOPTED THIS 9th DAY OF APRIL 2024.

**TOMOKA COMMUNITY
DEVELOPMENT DISTRICT**

CHAIR/VICE CHAIR

ATTEST:

SECRETARY/ASSISTANT SECRETARY

**TOMOKA
COMMUNITY DEVELOPMENT DISTRICT**

Ratification of Audit Engagement Letter



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

951 Yamato Road • Suite 280
Boca Raton, Florida 33431
(561) 994-9299 • (800) 299-4728
Fax (561) 994-5823
www.graucpa.com

November 22, 2023

To Board of Supervisors
Tomoka Community Development District
3501 Quadrangle Blvd., Ste. 270
Orlando, FL 32817

We are pleased to confirm our understanding of the services we are to provide Tomoka Community Development District, Flagler County, Florida ("the District") for the fiscal year ended September 30, 2023. We will audit the financial statements of the governmental activities and each major fund (general, debt service, capital projects, and special revenue funds), including the related notes to the financial statements, which collectively comprise the basic financial statements of Tomoka Community Development District as of and for the fiscal year ended September 30, 2023. In addition, we will examine the District's compliance with the requirements of Section 218.415 Florida Statutes. This letter serves to renew our agreement and establish the terms and fee for the 2023 audit.

Accounting principles generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the District's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Budgetary comparison schedule

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that information:

- 1) Compliance with FL Statute 218.39 (3) (c)

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the District and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the District's financial statements. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs. If our opinion on the financial statements is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or issue a report, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the District is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

We will also provide a letter to management pursuant to the rules of the Auditor General for the State of Florida. The purpose of this letter is to comment on those matters required by Chapter 10.550 of the Rules of the Auditor General for the State of Florida. Accordingly, in connection with our audit of the financial statements of the District, we will report the following: I) Current year findings and recommendations. II) Status of prior year findings and recommendations. III) Compliance with the Provisions of the Auditor General of the State of Florida. Our management letter will include a paragraph that states the report is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, as applicable, management, and the Board of Supervisors of the District, and is not intended and should not be used by anyone other than these specified parties.

Examination Objective

The objective of our examination is the expression of an opinion as to whether the District is in compliance with Florida Statute 218.415 in accordance with Rule 10.556(10) of the Auditor General of the State of Florida. Our examination will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and will include tests of your records and other procedures we consider necessary to enable us to express such an opinion. We will issue a written report upon completion of our examination of the District's compliance. The report will include a statement that the report is intended solely for the information and use of management, those charged with governance, and the Florida Auditor General, and is not intended to be and should not be used by anyone other than these specified parties. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs. If our opinion on the District's compliance is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the examination or are unable to form or have not formed an opinion, we may decline to express an opinion or issue a report or may withdraw from this engagement.

Other Services

We will assist in preparing the financial statements and related notes of the District in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for compliance with Florida Statute 218.415 and will provide us with the information required for the examination. The accuracy and completeness of such information is also management's responsibility. You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. In addition, you will be required to make certain representations regarding compliance with Florida Statute 218.415 in the management representation letter. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Management is responsible for designing, implementing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. The District will provide a statement describing corrective actions to be taken in response to each of our recommendations included in the audit report, if any, and relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of Grau & Associates and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a cognizant or oversight agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Grau & Associates personnel. Furthermore, upon request, we may

provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies. Notwithstanding the foregoing, the parties acknowledge that various documents reviewed or produced during the conduct of the audit may be public records under Florida law. The District agrees to notify Grau & Associates of any public record request it receives that involves audit documentation.

The auditor agrees and understands that Chapter 119, *Florida Statutes*, may be applicable to documents prepared in connection with the services provided hereunder and agrees to cooperate with public record requests made thereunder. In connection with this Agreement, the auditor agrees to comply with all provisions of Florida's public records laws, including but not limited to Section 119.0701, *Florida Statutes*, the terms of which are incorporated herein. Among other requirements, the auditor must:

- a. Keep and maintain public records required by the District to perform the service.
- b. Upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes* or as otherwise provided by law.
- c. Ensure that public records that 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 completion of the Agreement if the auditor does not transfer the records to the District.
- d. Upon completion of this Agreement, transfer, at no cost, to the District all public records in possession of the auditor or keep and maintain public records required by the District to perform the service. If the auditor transfers all public records to the District upon completion of this Agreement, the auditor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the auditor keeps and maintains public records upon completion of the Agreement, the auditor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

IF THE AUDITOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AUDITOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PFM GROUP CONSULTING LLC, 3501 QUADRANGLE BLVD., STE. 270, ORLANDO, FL 32817, 407-723-5900, RECORDREQUEST@PFM.COM.

This agreement provides for a contract period of one (1) year with the option of three (3) additional one-year renewals upon the written consent of both parties. Our fee for these services will not exceed \$3,800 for the September 30, 2023 audit. The fees for the fiscal years, 2024, 2025 and 2026 will not exceed \$4,000, \$4,200 and \$4,400 respectively, unless there is a change in activity by the District which results in additional audit work or if Bonds are issued.

We will complete the audit within prescribed statutory deadlines, with the understanding that your employees will provide information needed to perform the audit on a timely basis. We acknowledge that the District must submit its annual Audit to the Auditor General no later than nine (9) months after the end of the audited fiscal year. Accordingly, we will deliver a draft audit to the District no later than February 15, 2024. All accounting records (including, but not limited to, trial balances, general ledger detail, vendor files, bank and trust statements, minutes, and confirmations) for the fiscal year ended September 30, 2023 must be provided to us no later than January 15, 2024, in order for us to deliver a draft audit to the District no later than February 15, 2024. If the draft is timely reviewed by management, the final audit will be provided no later than March 15, 2024.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. Invoices will be submitted in sufficient detail to demonstrate compliance with the terms of this agreement. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate.

This agreement may be renewed each year thereafter subject to the mutual agreement by both parties to all terms and fees. The fee for each annual renewal will be agreed upon separately.

The District has the option to terminate this agreement with or without cause by providing thirty (30) days written notice of termination to Grau & Associates. Upon any termination of this agreement, Grau & Associates shall be entitled to payment of 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 Grau & Associates.

We will provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2022 peer review report accompanies this letter.

We appreciate the opportunity to be of service to Tomoka Community Development District and believe this letter accurately summarizes the terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us. This letter, with any addendum if applicable, constitutes the complete and exclusive statement of the agreement between Grau & Associates and the District with respect to the terms of the engagement between the parties.

Very truly yours,

Grau & Associates



Antonio J. Grau

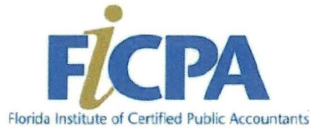
RESPONSE:

This letter correctly sets forth the understanding of Tomoka Community Development District.

By: Kerley White

Title: Chair

Date: 12/15/23



FICPA Peer Review Program
Administered in Florida
by The Florida Institute of CPAs



Peer Review
Program

AICPA Peer Review Program
Administered in Florida
by the Florida Institute of CPAs

March 17, 2023

Antonio Grau
Grau & Associates
951 Yamato Rd Ste 280
Boca Raton, FL 33431-1809

Dear Antonio Grau:

It is my pleasure to notify you that on March 16, 2023, the Florida Peer Review Committee accepted the report on the most recent System Review of your firm. The due date for your next review is December 31, 2025. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Thank you for your cooperation.

Sincerely,

FICPA Peer Review Committee

Peer Review Team
FICPA Peer Review Committee

850.224.2727, x5957

cc: Daniel Hevia, Racquel McIntosh

Firm Number: 900004390114

Review Number: 594791

**TOMOKA
COMMUNITY DEVELOPMENT DISTRICT**

Ratification of Stormwater System Inspection Agreement



CONTRACT FOR PROFESSIONAL SERVICES

THIS CONTRACT FOR PROFESSIONAL SERVICES (hereinafter the "**Agreement**") is made and entered into as of the 21st day of February, 2023 by the following parties:

- A. Westlake At Plantation Bay Property Owners Association, Inc., a Florida Not For Profit corporation, 103A North Lake Drive, Ormond Beach, Fl., 32174, (Hereinafter "**Client**"); and
- B. Gulfstream Design Group, LLC, a Florida limited liability company, 2225 A1A S., Suite A2, St. Augustine, Florida 32080 (Hereinafter "**Gulfstream**").

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth in this agreement, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE I. PROJECT SUMMARY

Project Name: Westlake Plantation Bay

Project Number: GDG # 23-026

Section 1.01 **Property.** Client's subject "**property**" consists of an existing approved subdivision Flagler County, located to the east of North Lake Drive. The Property parcels owned by Westlake At Plantation Bay Property Owners Association, Inc. in Flagler County for this Scope consists of the onsite Tracts of land dedicated to the Homeowners Association and used for the Stormwater Management System as shown on the approved plans permitted by the St. Johns River Water Management District.

Section 1.02 **Client's Project - General Scope.** Client wishes for Gulfstream to provide a visual inspection of the stormwater system and provide a summary of any deficiencies in accordance with the SJRWMD Permit issued for the residential subdivision.

Section 1.03 **Summary of Gulfstream's Scope.** Gulfstream will provide professional engineering services in connection with the Project improving Client's property, as described in Article II below, and summarized as follows:

- (a) The initial task shall be for Gulfstream to review the approved plans and conditions contained within the SJRWMD Permit Approved and Issued for the Westlake At Plantation Bay Property Owners Association. Gulfstream will then prepare a summary of the permit conditions, perform a site visit and summary of the site visit for the Westlake At Plantation Bay Property Owners Association. Gulfstream has not performed any coordination with utility companies or regulatory agencies regarding the feasibility of completing the above-mentioned items on the subject parcel.

Section 1.04 **General Exclusions.** Gulfstream excludes, and Client to be responsible for, architectural services, building permit applications, fire sprinkler system design, cultural resource assessments, written authorization to access the subject property, geotechnical engineering, surveying, legal, preparation of plat, septic system removal permits, well permitting, all other services required for the Project and not

expressly included in Gulfstream's scope of services in Article II and all items set forth in Article III. Client shall provide Gulfstream with any applicable permit application fees.

ARTICLE II. SCOPE OF SERVICES

Section 2.01 **Task I: Design Team Coordination**

- (a) **Fee for Task I:** hourly based upon schedule of rates (Not To Exceed: \$710.00)
- (b) Gulfstream shall interact and coordinate with the design team to include but not limited to: Owners Representatives, Client's Attorney, Client's Geotechnical Engineer, Client's Traffic Engineer, Client's Surveyor or other consultants/professionals as may be needed in order to advance the Client's general planning objectives throughout the project's planning process.
- (c) Gulfstream's work under this task may include but is not limited to coordination and request for scope and fee to perform services, coordinate files and documents between consultants on design team on client's behalf. Scheduling of sub consultant site visits with regulatory agencies and or attendance at meetings to advance the client's goals.
- (d) Gulfstream's focus under this task will be is the integration, unification, synchronization of the efforts of the subconsultants to provide unity of action for pursuing common goals of our mutual client.

Section 2.02 **Task II: SJRWMD Site Inspection**

- (a) **Fee for Task II:** Hourly based upon schedule of rates (Not To Exceed \$4,520.00)
- (b) All permit application and resubmittal fees shall be paid by Client prior to submittal. All other expenses are to be reimbursed in addition to the above referenced fees to include but not be limited to, mileage, copies, blueprints, postage and etc. The above fee does not include services not specifically listed. Should additional services be required, they can be furnished with compensation based on the Schedule of Hourly Rates set forth in 5.04 Engagement and compensation. Similarly, in the event that modifications to the Construction Plans are required by Client or Project Architect, which differ from the approved Plans, the modifications shall be considered additional service, and compensation shall be in accordance with the attached Schedule of Hourly Rates.
- (c) Gulfstream's engineering observer will make routine visits (bi-weekly) to the site to observe the progress of the work. Gulfstream's visit will provide a means to become generally familiar with the work and determine whether site is in general conformance with the permit documents. Our visits will not include detailed inspection of the work or monitoring of the stormwater system, methods of construction used, and sequence of existing maintenance performed on the site. Gulfstream will not be responsible for jobsite safety, materials testing or analysis, daily on-site construction inspection services or Clients' ongoing compliance with environmental and/or any

other regulatory permits and regulations/codes.

- (i) SJRWMD site evaluation —A series of site visits will be performed by Gulfstream including field observation documentation of the existing stormwater system and visual evaluation of general conformance with the project approved plans, permit conditions and HOA maintenance needs, but Gulfstream will not direct the Association or their contractor's means and methods. We will specifically observe the stormwater weirs, pond banks, visual mitered end sections, drainage structures, etc.

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Article III. Services Not Included

Section 3.01 Gulfstream excludes the following items:

- Surveying Services (Tree, Boundary, Topographic, Hydrographic)
- Preparation of Easements or Legal Descriptions
- Traffic Impact Studies / Traffic Engineering / Signal Warrant Study
- Biological Services
- Geotechnical Engineering Services
- Signalization Design / Warrant Study/ Turn Lane (Offsite)
- Architectural Services
- Site Lighting/Electrical Design
- Fire main/fire system design
- Water Quality Monitoring/NDPES Inspections
- Financial Institution & Special Uses Documentation
- Landscape Architecture / Tree Mitigation / Irrigation Design
- Stormwater Design per SJRWMD (Exemption only)
- Material Testing, Underwater Evaluations, Pumping
- FEMA Map Revisions
- Construction Specification Manual
- Arbor services/ Protected species studies
- Detailed Earthwork estimating
- Global Positioning System location services
- Submersible Well Design
- Commercial Swimming Pool Design
- Phase I/II Environmental Studies
- Platting Services
- Construction Administration
- FDOT Plans / Permits
- Legal Services
- Color Renderings/Elevations
- Lift Station Designs
- Lamping, Videoing, Subsurface Testing

Article IV. Information Provided by Client

Section 4.01 Client shall promptly:

- Designate in writing a person to act as its representative with respect to this Agreement, such person having complete authority to transmit instructions, receive information, and make or interpret Client's decisions.
- Provide all information and criteria as to Client's requirements, objectives, and expectations for the project including all numerical criteria that are to be met and all standards of development, design, or construction.
- Provide to Gulfstream all previous studies, plans, or other documents pertaining to the project and all new data reasonably necessary in the Gulfstream's opinion, such as site survey and engineering data, environmental impact assessments or statements, upon all of which the Gulfstream may rely.
- Arrange for access to the site and other private or public property as required for Gulfstream to provide its services.
- Review all documents or oral reports presented by Gulfstream and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of Gulfstream.
- Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary for completion of the Gulfstream's services.
- Cause to be provided such independent accounts, legal, insurance services as Client may require.
- Give prompts written notice to Gulfstream whenever Client becomes aware of any development that affects the scope, timing, or payment of Gulfstream's services or any defect or noncompliance in any aspect of the project.
- Bear all costs incidental to the responsibilities of Client.

Section 4.02 **AGENTS AND AUTHORIZATION.** Notwithstanding Client's designation of a representative as required by Article IV, Section 4.01 of this Agreement, Gulfstream shall be entitled to assume that orders given and documents or receipts executed by representatives, employees, or agents of Client shall have been validly authorized by Client, and that Client shall be responsible for these orders, unless Gulfstream is otherwise notified in advance by writing.

Section 4.03 **RELIANCE ON SUPPLIED INFORMATION.** Client shall be responsible for, and Gulfstream may use and rely upon in all respects, any requirements, programs, instructions, approvals, reports, data, and other information furnished by Client. Gulfstream may use and rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards. Gulfstream may request additional information from Client that is necessary for Gulfstream's performance; Client shall furnish requested information in a timely fashion, but in any event not later than 15 days after receipt of written request. Client shall promptly communicate to Gulfstream about matters relevant to Gulfstream's performance.

Article V. General Terms and Conditions.

5.01 CONTRACT. Gulfstream and Client, in consideration of the obligations expressed in the Agreement for the Project and improvements to Client’s property described in Article I of this Agreement, do covenant, promise and agree to be bound by the terms and conditions in the Agreement. Should Gulfstream commence any work described in this Agreement without Client first having signed this Agreement, then Gulfstream and Client (the “Parties”), until the full execution thereof, shall be deemed to have entered into an oral agreement fully binding upon the Parties and containing the identical provisions as are contained in this Agreement.

5.02 SCOPE OF WORK. Gulfstream is obligated towards Client to perform only those services described as included in this Agreement and as further defined and conditioned in the provisions herein (the “Work”). This Agreement does not include any services that may be required for the Project but are not listed as included in this Agreement.

5.03 RETAINER. Client must pay the retainer in the amount of \$2,000.00 (the “Retainer”). Gulfstream is not obligated to perform any services under this Agreement, and the Agreement’s time shall not commence to run, until Gulfstream has received the Retainer. The Retainer shall be held by Gulfstream and may be credited to Client’s account in the final invoice or at any time prior thereto in the discretion of Gulfstream. Client acknowledges that the Retainer is not an estimate of the cost of services to be provided under this Agreement. Gulfstream may require an additional retainer or other means of financial security at a later point in time if Gulfstream deems necessary.

5.04 ENGAGEMENT AND COMPENSATION. Client hereby engages Gulfstream for the purposes as agreed upon in this Agreement. Compensation for services not described in this Agreement or for services modified from, or not originally contemplated in, the original Agreement shall be based on the following Schedule of Hourly Rates (below). The Schedule of Hourly Rates is subject to modification at the beginning of each calendar year at the sole option of Gulfstream, and without notice to Client. In addition, the rates listed below are the standard rates for this Agreement

GULFSTREAM DESIGN SCHEDULE OF HOURLY RATES: 2020-2021	
Description	Amount
Principal	\$195.00/hr.
Department Director	\$185.00/hr.
Senior Professional Engineer	\$175.00/hr.
Professional Engineer	\$150.00/hr.
Project Architect	\$145.00/hr.
Senior Environmental Scientist	\$145.00/hr.
Strategic Planner	\$145.00/hr.
CEI Project Engineer	\$140.00/hr.
Land Planner	\$130.00/hr.
Project Manager	\$130.00/hr.
Sr. Project Engineer	\$130.00/hr.
Public Information Specialist	\$125.00/hr.
CEI Senior Inspector	\$125.00/hr.
GIS Specialist	\$ 115.00/hr.
Project Engineer	\$ 110.00/hr.
Sr Designer (Graphic/Engineering/LA)	\$105.00/hr.
Project Accountant	\$100.00/hr.
CEI Project Inspector	\$ 95.00/hr.
Senior CAD Designer	\$ 95.00/hr.
AutoCAD Technician	\$ 85.00/hr.
CEI Administrative Assistant	\$ 80.00/hr.
Project Administrator	\$ 75.00/hr.
AutoCAD Assistant	\$70.00/hr.
Technical Assistant	\$ 65.00/hr.

only. Standard Hourly Rates are subject to change on a project by project basis regardless of whether or not Client is an existing Client.

5.05 SUBCONTRACTORS. Gulfstream may engage the services of subcontractors when, in Gulfstream’s opinion, it is appropriate or customary. Such persons and entities will include, but not be limited to, surveyors, other engineers, and testing laboratories.

5.06 APPLICATIONS TO REVIEWING AGENCY. For the purposes of this Agreement, it is agreed that this development will be phased and that Gulfstream will be able to design the entire project as listed in the Project Summary (e.g. utilities, stormwater, pavement, landscaping, irrigation, etc.) with single applications to the respective reviewing agencies. If multiple applications are required, this will be considered an additional service.

5.07 COSTS AND OUT-OF-POCKET EXPENSES. Client shall be responsible for all costs associated with the services provided in this Agreement, to specifically include the engagement of other subcontractors. Client agrees to reimburse Gulfstream for all costs and all out-of-pocket expenses associated with the services provided in this Agreement, to include, but not be limited to, the Reimbursable Expenses set forth in Section 5.08 below, permit application fees, postage, express delivery, and etc.

5.08 REIMBURSABLE EXPENSES. The rate of reimbursement for the “Reimbursable Expenses” set forth below shall be:

MILEAGE	IRS RATE PLUS 10%
24X36 BLACK & WHITE	\$1.75 PER SHEET
24X36 COLOR PLOTS	\$44.00 PER SHEET
8.5X11 BLACK & WHITE	\$0.15 PER SHEET
8.5X11 COLOR	\$0.30 PER SHEET
11X17 BLACK & WHITE	\$0.50 PER SHEET
11X17 COLOR	\$0.75 PER SHEET
24X36 MYLAR	\$50.00 PER SHEET
BLUEPRINTS	\$0.40 SQ. FOOT
LEGAL NOTICES – ADV	COST PLUS 10%
OUTSIDE REPRODUCTION	COST PLUS 10%
COURIER	COST PLUS 10%
POSTAGE	COST PLUS 10%
MISC OTHER JOB COSTS	COST PLUS 10%
SUB CONSULTANTS	COST PLUS 10%

5.09 PRICES SUBJECT TO CHANGE. Prices quoted by Gulfstream for costs, out-of-pocket expenses, and Reimbursable Expenses are subject to change without notice. Price in effect on date of service or delivery shall control.

5.10 TIME FOR COMPLETION. Unless this Agreement states a specific duration or date for completion, Gulfstream shall complete its Work within a reasonable time, and any delivery or performance date stated by Gulfstream is an estimate only and is not a guarantee. Client shall make decisions and carry out its other responsibilities in a timely manner so as not to delay Gulfstream’s performance of its services. If, through no fault of Gulfstream, a stated period of time or date for completion are changed, or the orderly and continuous progress of Gulfstream’s services is impaired, or Gulfstream’s services are delayed or suspended, then the time for completion of Gulfstream’s services, and the rates and amounts of Gulfstream’s compensation, shall be adjusted equitably. If Gulfstream fails, through its own fault, to complete its performance required by this Agreement within the time set forth, as duly adjusted, then Client shall be entitled to the recovery of direct damages proximately caused solely by such failure. Gulfstream shall not be liable for any damage due to delay unless caused solely by Gulfstream, and Gulfstream’s liability for such delay shall not include indirect, incidental, special, exemplary or punitive damages.

5.11 CHANGES IN THE WORK. Client may issue written or verbal orders to Gulfstream to change or add to the scope of Work, provided however that Gulfstream may require Client to execute a written change order, adjusting the contract fee and time, prior to Gulfstream performing such changes or additions to the Work, and Gulfstream may suspend the Work, without liability for delay, until such written change order is executed.

5.12 CORRECTIONS. Gulfstream shall only make corrections or changes to the Work for additional compensation; however, Gulfstream shall correct deficiencies in technical accuracy without additional compensation except to the extent such corrective action is directly or indirectly attributable to: (i) deficiencies in information furnished by Client or others; (ii) actions or requests by Client; (iii) actions or requests by other parties; (iv) unforeseen conditions; or (v) new information.

5.13 UNKNOWN CONDITIONS. Client, and not Gulfstream, is at risk for damages, additional time or costs resulting from concealed, unknown, or differing site conditions, including the physical conditions at the Project and actions of third-parties affecting the Work. Gulfstream shall be entitled to an adjustment to this Agreement because of such conditions affecting the Work.

5.14 COMPLIANCE. Gulfstream and Client shall comply with applicable codes, standards, laws, regulations, and Client-mandated standards that Client has provided to Gulfstream in writing, that are in effect as of the date stated on this Agreement. Changes to these requirements after such date will be the basis for modification of this Agreement.

5.15 LEGISLATIVE ACTION. If any governmental entity imposes any taxes, fees, or charges on Gulfstream's services or compensation under this Agreement, or imposes requirements that cause Gulfstream to perform additional work or incur costs, then Gulfstream may invoice Client, in addition to the compensation to which Gulfstream is entitled under this Agreement, for such taxes, fees, charges, work, or costs.

5.16 INVOICE AND PAYMENT.

(a) Gulfstream shall deliver an invoice for any costs, Reimbursable Expenses, and services performed on a monthly basis to Client, by mail or email to the address on file with Gulfstream. Invoices for the Work are NET DUE UPON RECEIPT, but Gulfstream has discretion to allow a grace period of up to thirty (30) days; such grace period, if any, will be stated on the invoice.

(b) Client agrees that if there is a disagreement about an invoice, Client will advise Gulfstream in writing within five (5) days of receipt of said invoice. Failure to raise any disagreement shall constitute a waiver of any and all disputes as to said invoice and the invoice shall be deemed accepted, correct and undisputed. If Client disputes any portion of an invoice, Client may withhold only the disputed portion, and must pay the undisputed portion. Payment is only contingent upon those terms stated in this Agreement; no other conditions precedent to payment exist.

(c) Client agrees to have Client's account paid in full prior to the conclusion of representation and further agrees to permit Gulfstream to apply all remaining Retainer and deposits to the final invoice. Any arrangements for periodic payments or adjustments shall be agreed upon by the parties in writing.

(d) In the event that an invoice is not paid in full pursuant to the terms of this Agreement, Client shall be in default and Gulfstream reserves the right to stop all work, record a claim of lien as authorized by Florida's Construction Lien Law, and notify the property owner if different from Client.

(e) Client further agrees that failure to make any payment on time shall constitute a prior breach of this Agreement and shall affirmatively release Gulfstream from all obligations of this Agreement and from all claims Client may have which arise from this Agreement or otherwise.

(f) By signing below, the signatory for Client personally guarantees all amounts due under this Agreement.

5.17 FINANCE CHARGES AND LATE FEE. Client agrees to pay any finance charges that are imposed on Client's account. Subject to the grace period, a finance charge at the highest rate allowable by law, will be imposed from the date of the invoice. Gulfstream may charge Client a monthly late fee, in addition to a finance charge, equal to 5% of any outstanding balance that remains due, to help defray Gulfstream's administrative costs associated with handling and collecting Client's delinquent account. It is understood and agreed that in no event shall Client be required to pay late fees, a finance charge or interest in excess of rates allowed by applicable laws. Until Client makes payment in full, including any accrued charges, fees, and interest, Gulfstream may withhold delivery of, and shall not be required to deliver, the Work (e.g. plans and specifications).

5.18 SUSPENSION. If Client fails to make payments to Gulfstream in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at Gulfstream's option, cause for suspension of performance of the Work. If Gulfstream elects to suspend services, Gulfstream shall give three days' notice to Client before suspending the Work. In the event of a suspension of services, Gulfstream shall have no liability to Client or any third party for delay or damage caused by such suspension. Before resuming services, Gulfstream shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of Gulfstream's Work. Gulfstream's fees for the remaining Work and the time schedules shall be equitably adjusted. If Client suspends the Project, Gulfstream shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, Gulfstream shall be compensated for any documented expenses incurred in the interruption and resumption of Gulfstream's services. Gulfstream's fees for the remaining Work and the time schedules shall be equitably adjusted. If Client suspends the Project for more than 90 cumulative days for reasons other than the fault of Gulfstream, Gulfstream may terminate this Agreement by giving not less than seven days' written notice.

5.19 TERMINATION BY GULFSTREAM. In the event that Client fails to make payment in full when due, or if Gulfstream in its sole discretion believes that Client currently is or will in the future be in default of any provision of this Agreement or any other agreement between Client and Gulfstream, Gulfstream may at its option exercise any one or more of the following upon three (3) days' notice and opportunity to cure: (i) refuse to accept additional orders from Client; (ii) suspend or terminate this Agreement; (iii) declare immediately due and payable all outstanding invoices to Client whether or not such invoices are due and payable; (iv) reclaim Gulfstream's Instruments of Service, and (v) exercise any other rights or remedies that Gulfstream may have at law or equity.

5.20 TERMINATION BY CLIENT.

(a) Client may terminate this Agreement for cause, upon fifteen (15) days' written notice and opportunity to cure, if Gulfstream: (i) repeatedly fails to comply with its duties under this Agreement; (ii) repeatedly disregards applicable laws or codes; or (iii) otherwise is guilty of substantial, material breach of this Agreement.

(b) In the event of termination not the fault of Gulfstream, Gulfstream shall be compensated for Work performed prior to termination, together with costs and reimbursable expenses then due and, in addition, to compensation for Gulfstream's services and expenses directly attributable to termination for which Gulfstream is not otherwise compensable, plus an amount for Gulfstream's anticipated profit on the value of the Work not performed by Gulfstream. Profit is calculated at twenty percent (20%) of the total fee.

5.21 NOTICE. Any notice, demand or other communication required or permitted by this Agreement must be in writing and sent via us certified mail or other delivery service to the addresses stated at top of this Agreement.

5.22 INDEMNIFICATION. To the fullest extent permitted by law, Client shall assume liability, indemnify, hold harmless, and defend Gulfstream, its owners, employees, agents, and subcontractors from and against any demand, claim, dispute, suit, mediation, arbitration, liability, loss, damages, expense, Costs, and Attorney Fees, relating to, arising out of, or resulting from any property damage, personal injury, errors, omissions, negligence, Client's breach of this Agreement, or performance of this Agreement to the extent caused by the Project owner, the Project contractor (or its subcontractors or suppliers), Client or any of Client's owners, employees, contractors, subcontractors, sub-subcontractors, materialmen, or agents, or errors in, or omissions of, information provided to Gulfstream by Client.

5.23 LIMITATION OF LIABILITY.

(a) Gulfstream shall not be liable for damages sustained as a result of misinformation or omissions of information provided by Client or other persons not retained by Gulfstream.

(b) Gulfstream shall not be liable for any damages arising out of modifications to any plans, specifications or other related documents which are not approved by Gulfstream in writing.

(c) Gulfstream shall not be liable for the means, methods, or techniques of construction or the safety precautions selected by any contractor retained to provide any services to Client or Gulfstream.

(d) Gulfstream cannot guarantee that government officials or agencies will grant desired approvals or otherwise act in the best interests of Client, and therefore the parties agree that Gulfstream shall not be liable for damages resulting from the actions or inactions of government officials or agencies.

(e) Liability on the part of Gulfstream for injuries, claims, losses, expenses, damages, Attorney Fees and Costs related to performance of this Agreement, arising from this Agreement, or because of the relation hereby established, whether due to the negligence of Gulfstream or otherwise, shall be limited to a sum equal to the lower of (a) the fee paid to Gulfstream by Client under this Agreement, or (b) the policy limits of Gulfstream's applicable insurance coverage required by this Agreement, which sum shall be paid and received as liquidated damages. Such liability amount is fixed as liquidated damages and this liability amount shall be complete and exclusive. In the event Client desires Gulfstream to assume greater liability, a choice is hereby given of obtaining full or limited liability by paying an additional amount under an additional rider, which shall be attached and incorporated to the Agreement setting forth the additional liability of Gulfstream and additional charge. Client waives indirect and consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement.

5.24 DUTY TO INFORM. Client shall promptly notify Gulfstream of any deficiencies or suspected deficiencies in Gulfstream's work or services of which Client becomes aware so that Gulfstream may take measures to minimize the consequences of such a deficiency. Failure by Client to notify Gulfstream shall relieve Gulfstream of the cost of repairs above the sum such remedy would have cost had notice been given when Client first became aware of the deficiency or suspected deficiency.

5.25 PROJECT SIGNAGE. Client agrees to allow Gulfstream to install up to a 4'x 8' site sign as allowed by local zoning and sign permit codes. Such sign maybe installed by Gulfstream upon execution of this agreement. Sign must be removed by Gulfstream within ten (10) business days of receipt of written notification from Client.

5.26 CERTIFICATIONS. Gulfstream shall not be required to execute certifications or third-party reliance letters that are inaccurate, that relate to facts of which does not have actual knowledge, or that would cause Gulfstream to violate applicable rules of professional responsibility.

5.27 OPINION OF COST. Because Gulfstream cannot and does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and material, shall be made on the basis of its experience, but Gulfstream cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If Client wishes greater assurance as to the amount of any cost, it shall employ an independent professional cost estimator. Gulfstream's services required to bring costs within any limitation established by Client will be paid for as Additional Services based on Hourly Rates in Section 5.04 of this Agreement.

5.28 CONSTRUCTION ADMINISTRATION SERVICES.

(a) If Gulfstream's services include the preparation of documents to be used for construction and Gulfstream is not retained to make periodic site visits, Client assumes all responsibility for interpretation of the documents and for construction observation, and Client waives any claims against Gulfstream in any way connection thereto.

(b) If Gulfstream provides construction administration services, Gulfstream shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Gulfstream have any authority or responsibility to stop or direct the work of any contractor. Gulfstream visits will be for the purpose of endeavoring to provide Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by Gulfstream. Gulfstream neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.

(c) Gulfstream is not responsible for any duties assigned to the design professional in the construction contract that are not expressly provided for in this Agreement. Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and for its means and methods; that the contractor shall indemnify Client and Gulfstream for all claims and liability arising out of job site accidents; and that Client and Gulfstream be made additional insureds under the contractor's general liability insurance policy.

5.29 CONFIDENTIALITY.

(a) Client consents to the use and dissemination by Gulfstream of photographs of the project and to the use by Gulfstream of facts, data and information obtained by Gulfstream in the performance of its services. If, however, any facts, data or information are specifically identified in writing by Client as confidential, Gulfstream shall use reasonable care to maintain the confidentiality of that material.

(b) Client must not disclose to any person, without the prior approval of Gulfstream: (i) the contents of the Agreement; (ii) Gulfstream's Instruments of Service; or (iii) any information regarding Gulfstream, its systems, procedures, staff or activities; except as required by law. This obligation will survive the expiration or termination of the Agreement.

5.30 STANDARDS OF PERFORMANCE. The standard of care for all services performed by Gulfstream under the Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Unless otherwise agreed to in a signed writing by Gulfstream, Gulfstream makes no express or implied warranty and DISCLAIMS THE WARRANTIES OF CONSTRUCTABILITY, HABITABILITY, MERCHANT-ABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Gulfstream cannot control the costs of labor, equipment, materials, or the services of other contractors or vendors and therefore cannot warrant, express or implied, any opinion regarding the probable costs associated with any bid or estimate.

5.31 GULFSTREAM'S INSTRUMENTS OF SERVICE. Gulfstream shall be deemed the author and owner of all data collected by Gulfstream and all documents, plans, notes, drawings, tracings, specifications, field data, reports and files collected or prepared by Gulfstream (collectively, "Instruments of Service"). Gulfstream's Instruments of Service shall remain the property of Gulfstream and Gulfstream shall retain all common law, statutory and other reserved rights, including copyrights and trademarks thereto.

5.32 GRANT OF LICENSE. Gulfstream hereby grants Client a limited, non-exclusive license to possess and use Gulfstream's Instruments of Service only for the Project, provided, however, that Client substantially performs its obligations, including but not limited to prompt payment when due, and agrees to defend, indemnify and hold Gulfstream harmless from any claim, liability or cost (including the payment of reasonable attorney fees and costs for defense) for injury or loss arising from any reuse or modification to Gulfstream's Instruments of Service by Client or any person or entity that acquires or obtains them from or through Client or otherwise. Under no circumstance does this paragraph or the physical or electronic transfer of Gulfstream's Instruments of Service to Client constitute a sale by Gulfstream and Gulfstream makes no warranties, either express or implied, of merchantability and fitness for any purpose. This nonexclusive license automatically terminates upon termination of the Agreement by either party.

5.33 NONTRANSFERRABILITY AND NONASSIGNABILITY. Client shall not be permitted to assign or transfer any of the terms, rights, obligations, or liabilities of this Agreement to any third party without the express written consent of Gulfstream.

5.34 SUCCESSORS AND ASSIGNEES. The Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, personal representatives, successors, executors, administrators, and assigns. The Agreement may not be assigned by Client without the prior written consent of Gulfstream

5.35 SALE OF CLIENT'S BUSINESS. Client agrees that should Client sell or transfer the majority interest in their business to any third party, the third party shall be notified of this Agreement and this Agreement shall be incorporated in said sale or transfer and shall be binding on said third party.

5.36 WAIVER.

(a) Gulfstream's failure to insist upon the strict performance by Client of any of the terms or conditions of the Agreement or to exercise any of its rights shall not be construed as a waiver or a relinquishment for the past or future of any such term, condition, or right, and shall not affect Gulfstream's right to enforce strict compliance with such terms and conditions. Payment by Client to Gulfstream shall constitute acceptance by Client of the performance by Gulfstream and waiver of claims for nonperformance.

(b) No course of dealing and no delay on the part of Gulfstream in exercising any remedy shall operate as a waiver thereof or otherwise prejudice its rights or remedies, and no right, power or remedy conferred hereby shall be exclusive of any other right, power or remedy referred to herein or now hereafter available at law, in equity, by statute or otherwise, the parties having agreed that all remedies are cumulative. The waiver of any breach of any covenant of this Agreement by Gulfstream shall not be construed as a waiver of any subsequent breach of such covenant or any other covenant of this Agreement. All waivers under this Agreement must be in writing and signed by the parties hereto.

5.37 JURISDICTION AND VENUE. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida without reference to the principles of conflict of law. In any dispute connected with or arising out of this Agreement, the parties hereby consent to and confer exclusive jurisdiction on the courts of the State of Florida, consent to and confer exclusive venue in St. Johns County, Florida, and hereby expressly waive any objections to venue or forum non conveniens in any such courts. CONSTRUCTION DEFECT CLAIMS. ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

5.38 SEVERABILITY. Each provision, and any portion thereof, of the Agreement, is severable from every other provision, and severable from the remaining portion of the provision, and if any provision, or part thereof, is unenforceable, the remainder of the provision and the remainder of this Agreement shall remain valid and enforceable.

5.39 MERGER AND INTEGRATION; MODIFICATION. This Agreement contains the entire agreement between the parties and may not be modified or amended except by a writing signed by Gulfstream and Client that expressly states it is modifying and/or amending this Agreement. Any use or reference to Client's or another's contract, purchase order or purchase order number is for Client's convenience only and does not incorporate the referenced document into the contract. Client acknowledges that Client has not relied on any representations, advertisements, warranties, understanding, conditions, statements, or estimates, of any nature whatsoever, except as set forth in the Agreement.

5.40 COUNTERPARTS. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. This Agreement may be executed and delivered electronically.

5.41 INDEPENDENT CONTRACTOR. Gulfstream is an independent contractor, and nothing contained in this Agreement shall be construed or considered as rendering Gulfstream as an agent or employee of Client.

5.42 STRICT CONSTRUCTION. The parties stipulate that this Agreement is the joint product of both parties, the language used shall be deemed to be the language chosen by the parties to express their mutual intent, shall not be construed against either party, and no rule of strict construction shall be applied against any party.

5.43 ATTORNEYS' FEES AND COSTS. In the event of a dispute arising from or related to this Agreement, the property, or the Project, or in any litigation between Gulfstream and Client, the prevailing party shall be entitled to recover its reasonable attorneys' and paralegals' fees, including travel time ("Attorney Fees"), and Costs, incurred in such dispute prior to, during, or after litigation or alternative dispute resolution, including appeals, bankruptcy, pre-judgment collection and post-judgment collection, and in litigating entitlement to and amount of Attorney Fees and Costs. "Costs" shall include reasonable costs that are taxable under any applicable statute, rule, or guideline, as well as all non-taxable costs, including, but not limited to, costs incurred for investigation, research, printing, electronic discovery, online document depository, telephone, mailing and delivery, information technology support, consultants and experts, travel and lodging, court reporters, and mediators and arbitrators, regardless of whether such costs are otherwise taxable. This fee provision shall survive judgment, shall not be extinguished by or merged with the judgment, and the prevailing party is entitled to all such fees and costs incurred during post-judgment collection.

Westlake Plantation Bay
GDG# 23-026
February 21, 2023

5.44 POST JUDGMENT INTEREST. The parties have conferred and are in agreement that, should a judgment be rendered pursuant to any default of the Agreement, the post judgment contractual interest rate shall be eighteen percent (18%) per annum. It is the intent of the parties to deviate from the statutory interest rate set forth in Section 55.03, Florida Statutes.

5.45 DISPUTE RESOLUTION. Notwithstanding any agreement between the parties to resolve claims by mandatory pre-suit mediation or arbitration, all claims regarding payment due under the Agreement or liens under Chapter 713, Florida Statutes, may be resolved by litigation in State Court.

5.46 NOT RESPONSIBLE FOR CONSTRUCTION OR CONTRACTOR. "Contractor" includes, but is not limited to, contractors, subcontractors of any tier, laborers, or suppliers. Gulfstream neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to perform. Gulfstream shall not be responsible for any acts or omissions by any Contractor, its agents or employees, or any other person or entity at the jobsite. Gulfstream shall not at any time supervise, direct, or have control over a Contractor's work, nor shall Gulfstream have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selection or used by any Contractor, for security or safety of the jobsite, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of the Contractor to comply with the intent of Gulfstream's Work or applicable industry standards, best practices, manufacturer recommendations, laws, and regulations.

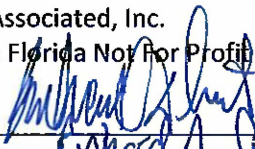
5.47 CONTRACTUAL LIMITATION ON PERSONAL LIABILITY. THE INDIVIDUAL EMPLOYEE OR AGENT WHO WILL PERFORM THE PROFESSIONAL SERVICES UNDER THIS AGREEMENT IS NOT A PARTY TO THE AGREEMENT. PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

5.48 WAIVER OF JURY TRIAL. CLIENT KNOWINGLY, VOLUNTARILY, AND IRREVOCABLY WAIVES TRIAL BY JURY WITH RESPECT TO ANY ACTION BROUGHT IN CONNECTION WITH THIS AGREEMENT OR THE RELATIONSHIP BETWEEN GULFSTREAM AND CLIENT.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT ON THE EFFECTIVE DATE STATED ABOVE.


"CLIENT"

Westlake At Plantation Bay Property Owners
Associated, Inc.
a Florida Not for Profit corporation


By: Richard D. Smith
Its: Secretary/Treasurer

"GULFSTREAM"

GULFSTREAM DESIGN GROUP, LLC,
A Florida limited liability company


By: Matthew Lahti, P.E.
Its: Manager

Westlake Plantation Bay
GDG# 23-026
February 21, 2023


ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES 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-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR 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 YOU CONSULT AN ATTORNEY.

"CLIENT"

"CLIENT"

Westlake At Plantation Bay Property Owners Association, Inc.

a Florida Not For Profit corporation



By: Richard D. Smith
Its: Secretary / Treasurer

**TOMOKA
COMMUNITY DEVELOPMENT DISTRICT**

Ratification & Consideration of
Payment Authorizations 182 – 215

**TOMOKA
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization 182
6/19/2023

Item No.	Payee	Invoice	General Fund FY 2023
1	FPL (paid online)		
	2500 BAY DR #FTN 2; 05/01/23-06/01/23	Acct: 01079-97173	\$ 473.59
	1902 BAY DR #LIGHTS; 05/01/23-06/01/23	Acct. 06348-96468	\$ 33.67
	14 SOUTHAMPTON ST #FOUNTAIN; 05/01/23-	Acct: 07725-87150	\$ 512.34
	830 CREEKWOOD DR #LIGHTS; 05/01/23-06/01/23	Acct. 10429-04555	\$ 29.09
	776 COBBLESTONE WAY # FOUNT 16B; 05/01/23-	Acct. 16257-77592	\$ 25.97
	105 LONGRIDGE LN #FOUNTAIN; 05/01/23-06/01/23	Acct. 21835-08155	\$ 194.06
	13 LONGRIDGE LN #FOUNTAIN; 05/01/23-06/01/23	Acct. 26429-97155	\$ 195.68
	816 CREEKWOOD DR #LIGHTS; 05/01/23-06/01/23	Acct. 29713-93554	\$ 26.80
	341 STIRLING BRIDGE DR #FNTAIN; 05/01/23-	Acct. 30179-85056	\$ 140.61
	842 CREEKWOOD DR #WELL; 05/01/23-06/01/23	Acct. 32207-00334	\$ 595.98
	1882 BAY DR #FOUNT; 05/01/23-06/01/23	Acct. 43768-60427	\$ 579.56
2	Landcare Management		
	Landscape Maintenance: Jun 2023	16020	\$ 6,321.00
3	PFM Group Consulting LLC		
	District Management Fee: Jun 2023	DM-06-2023-51	\$ 1,833.33
Subtotal			\$ 10,961.68
TOTAL			\$ 10,961.68

Secretary/Assistant Secretary

Kelley White


Chairperson

**TOMOKA
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization 183
6/26/2023

Item No.	Payee	Invoice	General Fund FY 2023
1	FPL (paid online)		
	715 STIRLING BRIDGE DR #FOUNTAIN; 05/01/	Acct. 34913-15309	\$ 339.71
	804 EDGEWOOD CT #FOUNTAIN; 05/01/23-06	Acct. 35110-93258	\$ 343.57
	870 CREEKWOOD DR #LIGHTS; 05/01/23-06/0	Acct. 44494-65261	\$ 29.92
	305 STIRLING BRIDGE DR #FNTAIN; 05/01/23	Acct. 46427-75052	\$ 403.86
	620 ELK RIVER DR #FOUNTAIN; 05/01/23-06/0	Acct. 52826-54275	\$ 120.98
	650 ELK RIVER DR #FOUNT; 05/01/23-06/01/2	Acct. 56589-03421	\$ 327.96
	709 COBBLESTONE DR # FOUNTAIN; 05/01/2	Acct. 57897-75599	\$ 163.87
	715 STIRLING BRIDGE DR #PUMP; 05/01/23-0	Acct. 58441-35300	\$ 125.79
	862 PINEWOOD DR #LIGHTS; 05/01/23-06/01/	Acct. 59968-73559	\$ 28.30
	405 STIRLING BRIDGE DR #FNTAIN; 05/01/23	Acct. 67705-95053	\$ 152.78
	674 SOUTHLAKE DR #FOUNT; 05/01/23-06/01	Acct. 69851-81426	\$ 125.65
	32 SOUTHAMPTON ST #FOUNTAIN; 05/01/23-	Acct. 70791-97153	\$ 239.90
	1046 STONE LAKE DR # FOUNTAIN; 05/01/23-	Acct. 70868-78597	\$ 164.52
	890 CREEKWOOD DR #LIGHTS; 05/01/23-06/0	Acct. 74074-85262	\$ 28.95
	828 PINEWOOD DR #FOUNTAIN; 05/01/23-06/	Acct. 76659-43556	\$ 90.37
	665 SOUTHLAKE DR #FOUNT; 05/01/23-06/01	Acct. 79959-72424	\$ 118.56
	0 ST-LGT #WESTLAKE; 05/01/23-06/01/23	Acct. 80795-77055	\$ 398.24
	776 COBBLESTONE WAY # LAKE 18; 05/01/23	Acct. 81025-76421	\$ 147.05
	2500 BAY DR #FTN 1; 05/01/23-06/01/23	Acct. 92063-97177	\$ 116.83
	842 CREEKWOOD DR #LIGHTS; 05/01/23-06/0	Acct. 92959-45266	\$ 28.11
2	Kutak Rock		
	General Counsel Through 05/31/23	3238703	\$ 347.50
Subtotal			\$ 3,842.42
TOTAL			\$ 3,842.42

Secretary/Assistant Secretary



Chairperson

**TOMOKA
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization 184
7/7/2023

Item No.	Payee	Invoice	General Fund FY 2023
1	Clear Waters Lake Management (Lakes 1-40): May 2023	132647	\$ 3,800.00
2	Florida Fountains & Equipment Fountain Repair & Maintenance	F2023-2108	\$ 1,430.45
3	FPL (paid online) 828 PINWOOD DR #LIGHTS; 05/17/23-06/16/	Acct. 33081-72323	\$ 566.06
4	Palm Coast Observer Legal Ad 06/22/2023	23-00151F	\$ 160.00
5	Sky's the Limit Handyman Service Electrical Repairs: Jun 2023	7470	\$ 321.76
6	Westlake at Plantation Bay Management Fee: July 2023	Jul-23	\$ 1,500.00
Subtotal			\$ 7,778.27
TOTAL			\$ 7,778.27

Venessa Ripoll
Secretary/Assistant Secretary

Keely White
Chairperson

**TOMOKA
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization 185
7/13/2023

Item No.	Payee	Invoice	General Fund FY 2023
1	Clear Waters Lake Management (Lakes 1-40): July 2023	134204	\$ 3,800.00
2	Landcare Management Landscape Maintenance: Jul 2023	16074	\$ 6,321.00
3	PFM Group Consulting LLC Disclosure Fee S2017A: 04/01/23-06/30/23	125992	\$ 750.00
4	Supervisor Fees: Meeting 07/11/2023 Amos Cheatham Dennis Veraldi	-- --	\$ 200.00 \$ 200.00
		Subtotal	\$ 11,271.00
		TOTAL	\$ 11,271.00

Secretary/Assistant Secretary



Chairperson

**TOMOKA
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization 186
7/24/2023

Item No.	Payee	Invoice	General Fund FY 2023
1	Clear Waters		
	Lake Management (Lakes 1-40): May 2023	132647	\$ 3,800.00
	<i>INCL. ON P.A. # 184</i>		
2	Florida Fountains & Equipment		
	Fountain Repair & Maintenance	2023-292	\$ 801.36
3	FPL (paid online)		
	2500 BAY DR #FTN 2; 06/05/23-07/06/23	Acct: 01079-97173	\$ 445.83
	1902 BAY DR #LIGHTS; 06/05/23-07/06/23	Acct: 06348-96468	\$ 33.55
	14 SOUTHAMPTON ST #FOUNTAIN; 06/05/23-07/06/23	Acct: 07725-87150	\$ 529.73
	830 CREEKWOOD DR #LIGHTS; 06/05/23-07/06/23	Acct: 10429-04555	\$ 28.86
	776 COBBLESTONE WAY # FOUNT 16B; 06/05/23-07/06/23	Acct: 16257-77592	\$ 25.89
	105 LONGRIDGE LN #FOUNTAIN; 06/05/23-07/06/23	Acct: 21835-08155	\$ 200.50
	13 LONGRIDGE LN #FOUNTAIN; 06/05/23-07/06/23	Acct: 26429-97155	\$ 202.06
	816 CREEKWOOD DR #LIGHTS; 06/05/23-07/06/23	Acct: 29713-93554	\$ 26.73
	341 STIRLING BRIDGE DR #FNTAIN; 06/05/23-07/06/23	Acct: 30179-85056	\$ 139.95
	842 CREEKWOOD DR #WELL; 06/05/23-07/06/23	Acct: 32207-00334	\$ 501.85
	715 STIRLING BRIDGE DR #FOUNTAIN; 06/05/23-07/06/23	Acct: 34913-15309	\$ 340.15
	804 EDGEWOOD CT #FOUNTAIN; 06/05/23-07/06/23	Acct: 35110-93258	\$ 343.79
	1 STIRLING BRIDGE DR; 06/05/23-07/06/23	Acct: 38557-52527	\$ 3,231.33
	1882 BAY DR #FOUNT; 06/05/23-07/06/23	Acct: 43768-60427	\$ 573.03
	870 CREEKWOOD DR #LIGHTS; 06/05/23-07/06/23	Acct: 44494-65261	\$ 29.64
	305 STIRLING BRIDGE DR #FNTAIN; 06/05/23-07/06/23	Acct: 46427-75052	\$ 413.56
	620 ELK RIVER DR #FOUNTAIN; 06/05/23-07/06/23	Acct: 52826-54275	\$ 127.11
	650 ELK RIVER DR #FOUNT; 06/05/23-07/06/23	Acct: 56589-03421	\$ 327.20
	709 COBBLESTONE DR # FOUNTAIN; 06/05/23-07/06/23	Acct: 57897-75599	\$ 162.27
	715 STIRLING BRIDGE DR #PUMP; 06/05/23-07/06/23	Acct: 58441-35300	\$ 103.91
	862 PINWOOD DR #LIGHTS; 06/05/23-07/06/23	Acct: 59968-73559	\$ 28.24
	405 STIRLING BRIDGE DR #FNTAIN; 06/05/23-07/06/23	Acct: 67705-95053	\$ 159.54
	674 SOUTHLAKE DR #FOUNT; 06/05/23-07/06/23	Acct: 69851-81426	\$ 124.78
	32 SOUTHAMPTON ST #FOUNTAIN; 06/05/23-07/06/23	Acct: 70791-97153	\$ 248.11
	1046 STONE LAKE DR # FOUNTAIN; 06/05/23-07/06/23	Acct: 70868-78597	\$ 164.59
	890 CREEKWOOD DR #LIGHTS; 06/05/23-07/06/23	Acct: 74074-85262	\$ 28.78
	828 PINWOOD DR #FOUNTAIN; 06/05/23-07/06/23	Acct: 76659-43556	\$ 150.98
	665 SOUTHLAKE DR #FOUNT; 06/05/23-07/06/23	Acct: 79959-72424	\$ 118.57
	0 ST-LGT #WESTLAKE; 06/05/23-07/06/23	Acct: 80795-77055	\$ 380.31
	776 COBBLESTONE WAY # LAKE 18; 06/05/23-07/06/23	Acct: 81025-76421	\$ 146.57
	2500 BAY DR #FTN 1; 06/05/23-07/06/23	Acct: 92063-97177	\$ 102.22
	842 CREEKWOOD DR #LIGHTS; 06/05/23-07/06/23	Acct: 92959-45266	\$ 27.95

Subtotal	\$ 14,068.94
TOTAL	\$ 14,068.94

\$ 10,268.94

Vivian Carvalho

Secretary/Assistant Secretary

Keely White

Chairperson

**TOMOKA
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization 187

7/31/2023

Item No.	Payee	Invoice	General Fund FY 2023
1	VGlobalTech Monthly Website Fee: Jun 2023	5130	\$ 135.00
Subtotal			\$ 135.00
TOTAL			\$ 135.00

Secretary/Assistant Secretary



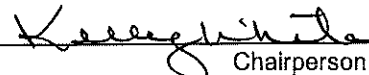
Chairperson

**TOMOKA
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization 188
8/4/2023

Item No.	Payee	Invoice	General Fund FY 2023
1	FPL (paid online)		
	1902 BAY DR #LIGHTS; 07/03/23-08/02/23	Acct. 06348-96468	\$ 33.60
	830 CREEKWOOD DR #LIGHTS; 07/03/23-08/02/23	Acct. 10429-04555	\$ 28.74
	776 COBBLESTONE WAY # FOUNT 16B; 07/03/23-08/02/23	Acct. 16257-77592	\$ 25.89
	816 CREEKWOOD DR #LIGHTS; 07/03/23-08/02/23	Acct. 29713-93554	\$ 26.67
	341 STIRLING BRIDGE DR#FONTAIN; 07/03/23-08/02/23	Acct. 30179-85056	\$ 131.52
	842 CREEKWOOD DR #WELL; 07/03/23-08/02/23	Acct. 32207-00334	\$ 284.40
	828 PINWOOD DR #LIGHTS; 06/16/23-07/18/23	Acct. 33081-72323	\$ 581.85
	715 STIRLING BRIDGE DR #FOUNTAIN; 07/03/23-08/02/23	Acct. 34913-15309	\$ 320.98
	804 EDGEWOOD CT #FOUNTAIN; 07/03/23-08/02/23	Acct. 35110-93258	\$ 323.57
	1 STIRLING BRIDGE DR; 07/03/23-08/02/23	Acct. 38557-52527	\$ 3,231.33
	1882 BAY DR #FOUNT; 07/03/23-08/02/23	Acct. 43768-60427	\$ 541.02
	870 CREEKWOOD DR #LIGHTS; 07/03/23-08/02/23	Acct. 44494-65261	\$ 29.52
	620 ELK RIVER DR #FOUNTAIN; 07/03/23-08/02/23	Acct. 52826-54275	\$ 121.42
	650 ELK RIVER DR #FOUNT; 07/03/23-08/02/23	Acct. 56589-03421	\$ 297.50
	709 COBBLESTONE DR # FOUNTAIN; 07/03/23-08/02/23	Acct. 57897-75599	\$ 151.90
	715 STIRLING BRIDGE DR #PUMP; 07/03/23-08/02/23	Acct. 58441-35300	\$ 37.13
	862 PINWOOD DR #LIGHTS; 07/03/23-08/02/23	Acct. 59968-73559	\$ 28.91
	405 STIRLING BRIDGE DR #FONTAIN; 07/03/23-08/02/23	Acct. 67705-95053	\$ 138.03
	674 SOUTHLAKE DR #FOUNT; 07/03/23-08/02/23	Acct. 69851-81426	\$ 117.65
	1046 STONE LAKE DR # FOUNTAIN; 07/03/23-08/02/23	Acct. 70868-78597	\$ 153.84
	890 CREEKWOOD DR #LIGHTS;07/03/23-08/02/23	Acct. 74074-85262	\$ 28.74
	828 PINWOOD DR #FOUNTAIN; 07/03/23-08/02/23	Acct. 76659-43556	\$ 104.43
	665 SOUTHLAKE DR #FOUNT; 07/03/23-08/02/23	Acct. 79959-72424	\$ 112.23
	0 ST-LGT #WESTLAKE; 07/03/23-08/02/23	Acct. 80795-77055	\$ 380.31
	776 COBBLESTONE WAY # LAKE 18; 07/03/23-08/02/23	Acct. 81025-76421	\$ 136.83
	842 CREEKWOOD DR #LIGHTS; 07/03/23-08/02/23	Acct. 92959-45266	\$ 27.91
2	PFM Group Consulting LLC		
	FedEx: June 2023	OE-EXP-07-2023-39	\$ 10.68
3	Sky's the Limit Handyman Service		
	Electrical Repairs: July 2023	7513	\$ 349.64
4	Westlake at Plantation Bay		
	Management Fee: August 2023	AUGUST 2023	\$ 1,500.00
TOTAL			\$ 9,256.24

Secretary/Assistant Secretary


Chairperson

**TOMOKA
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization 189
8/10/2023

Item No.	Payee	Invoice	General Fund FY 2023
1	Clear Waters Lake Management (Lakes 1-40): August 2023	135009	\$ 3,800.00
2	FPL (paid online) 2500 BAY DR #FTN 2; 07/06/23-08/04/23 305 STIRLING BRIDGE DR #FNTAIN; 07/10/23-08/09/23 2500 BAY DR #FTN 1; 07/06/23-08/04/23	Acct: 01079-97173 Acct. 46427-75052 Acct: 92063-97177	\$ 419.77 \$ 380.47 \$ 97.70
3	PFM Group Consulting LLC District Management Fee: July 2023	DM-07-2023-51	\$ 1,833.33
TOTAL			\$ 6,531.27

Venessa Ripoll

Secretary/Assistant Secretary

Karen White

Chairperson

**TOMOKA
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization 190
8/17/2023

Item No.	Payee	Invoice	General Fund FY 2023
1	FPL (paid online)		
	14 SOUTHAMPTON ST #FOUNTAIN; 07/11/23-08/10/23	Acct: 07725-87150	\$ 497.85
	105 LONGRIDGE LN #FOUNTAIN; 07/11/23-08/10/23	Acct. 21835-08155	\$ 188.98
	13 LONGRIDGE LN #FOUNTAIN; 07/11/23-08/10/23	Acct. 26429-97155	\$ 191.45
	32 SOUTHAMPTON ST #FOUNTAIN; 07/11/23-08/10/23	Acct. 70791-97153	\$ 233.84
2	Landcare Management		
	Landscape Maintenance: April 2023	15838	\$ 6,321.00
	Landscape Maintenance: August 2023	16139	\$ 6,321.00
TOTAL			\$ 13,754.12

Venessa Ripoll

Secretary/Assistant Secretary

Kerry White

Chairperson

**TOMOKA
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization 191
8/31/2023

Item No.	Payee	Invoice	General Fund FY 2023
1	Florida Georgia Aquatic Services		
	North Side Canal Cleanup and Debris Removal	1580	\$ 12,500.00
	Culvert Blockage Removal	1581	\$ 900.00
2	PFM Group Consulting LLC		
	Billable Expenses: July 2023	126558	\$ 80.25
	District Management Fee: August 2023	DM-08-2023-51	\$ 1,833.33
TOTAL			\$ 15,313.58

Secretary/Assistant Secretary



Chairperson

**TOMOKA
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization 192

9/8/2023

Item No.	Payee	Invoice	General Fund FY 2023
1	Clear Waters Lake Management (Lakes 1-40): September 2023	135801	\$ 3,800.00
2	FPL (paid online) 828 PINEWOOD DR #LIGHTS; 07/18/23-08/17/23	Acct. 33081-72323	\$ 547.74
3	Kutak Rock General Counsel Through 07/31/23	3268488	\$ 612.00
4	Sky's the Limit Handyman Service Electrical Repairs: August 2023	7558	\$ 419.60
5	Westlake at Plantation Bay Management Fee: September 2023	SEPTEMBER 2023	\$ 1,500.00
TOTAL			\$ 6,879.34

Vivian Carvalho

Secretary/Assistant Secretary

Kelly White
Chairperson

**TOMOKA
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization 193
9/15/2023

Item No.	Payee	Invoice	General Fund FY 2023
1	Florida Georgia Aquatic Services North Side Canal Cleanup Completion	1583	\$ 12,500.00
2	FPL (paid online)		
	2500 BAY DR #FTN 2; 08/04/23-09/06/23	Acct: 01079-97173	\$ 475.78
	1902 BAY DR #LIGHTS; 08/02/23-09/01/23	Acct: 06348-96468	\$ 33.44
	14 SOUTHAMPTON ST #FOUNTAIN; 08/10/23-09/11/23	Acct: 07725-87150	\$ 529.73
	830 CREEKWOOD DR #LIGHTS; 08/02/23-09/01/23	Acct: 10429-04555	\$ 28.91
	776 COBBLESTONE WAY # FOUNT 16B; 08/02/23-09/01/23	Acct: 16257-77592	\$ 25.89
	105 LONGRIDGE LN #FOUNTAIN; 08/10/23-09/11/23	Acct: 21835-08155	\$ 200.78
	13 LONGRIDGE LN #FOUNTAIN; 08/10/23-09/11/23	Acct: 26429-97155	\$ 204.01
	816 CREEKWOOD DR #LIGHTS; 08/02/23-09/01/23	Acct: 29713-93554	\$ 26.77
	341 STIRLING BRIDGE DR #FNTAIN; 08/02/23-09/01/23	Acct: 30179-85056	\$ 130.36
	842 CREEKWOOD DR #WELL; 08/02/23-09/01/23	Acct: 32207-00334	\$ 523.12
	715 STIRLING BRIDGE DR #FOUNTAIN; 08/02/23-09/01/23	Acct: 34913-15309	\$ 321.47
	804 EDGEWOOD CT #FOUNTAIN; 08/02/23-09/01/23	Acct: 35110-93258	\$ 323.57
	1 STIRLING BRIDGE DR; 08/02/23-09/01/23	Acct: 38557-52527	\$ 3,231.33
	1882 BAY DR #FOUNT; 08/02/23-09/01/23	Acct: 43768-60427	\$ 539.20
	870 CREEKWOOD DR #LIGHTS; 08/02/23-09/01/23	Acct: 44494-65261	\$ 29.64
	305 STIRLING BRIDGE DR #FNTAIN; 08/09/23-09/09/23	Acct: 46427-75052	\$ 395.94
	620 ELK RIVER DR #FOUNTAIN; 08/02/23-09/01/23	Acct: 52826-54275	\$ 121.42
	650 ELK RIVER DR #FOUNT; 08/02/23-09/01/23	Acct: 56589-03421	\$ 305.28
	709 COBBLESTONE DR # FOUNTAIN; 08/02/23-09/01/23	Acct: 57897-75599	\$ 150.21
	715 STIRLING BRIDGE DR #PUMP; 08/02/23-09/01/23	Acct: 58441-35300	\$ 104.30
	862 PINWOOD DR #LIGHTS; 08/02/23-09/01/23	Acct: 59968-73559	\$ 28.06
	405 STIRLING BRIDGE DR #FNTAIN; 08/02/23-09/01/23	Acct: 67705-95053	\$ 137.75
	674 SOUTHLAKE DR #FOUNT; 08/02/23-09/01/23	Acct: 69851-81426	\$ 117.78
	32 SOUTHAMPTON ST #FOUNTAIN; 08/10/23-09/11/23	Acct: 70791-97153	\$ 248.87
	1046 STONE LAKE DR # FOUNTAIN; 08/02/23-09/01/23	Acct: 70868-78597	\$ 153.06
	890 CREEKWOOD DR #LIGHTS;08/02/23-09/01/23	Acct: 74074-85262	\$ 28.86
	828 PINWOOD DR #FOUNTAIN; 08/02/23-09/01/23	Acct: 76659-43556	\$ 144.11
	665 SOUTHLAKE DR #FOUNT; 08/02/23-09/01/23	Acct: 79959-72424	\$ 112.08
	0 ST-LGT #WESTLAKE; 08/02/23-09/01/23	Acct: 80795-77055	\$ 380.31
	776 COBBLESTONE WAY # LAKE 18; 08/02/23-09/01/23	Acct: 81025-76421	\$ 136.33
	2500 BAY DR #FTN 1; 08/04/23-09/06/23	Acct: 92063-97177	\$ 109.24
	842 CREEKWOOD DR #LIGHTS; 08/02/23-09/01/23	Acct: 92959-45266	\$ 28.01
3	PFM Group Consulting LLC District Management Fee: September 2023	DM-09-2023-51	\$ 1,833.37
TOTAL			\$ 23,658.98

Vivian Carvalho

Secretary/Assistant Secretary

Kelly White

Chairperson

**TOMOKA
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization 194
9/21/2023

Item No.	Payee	Invoice	General Fund FY 2023	General Fund FY 2024
1	Egis Insurance Advisors FY 2024 Insurance	19630		\$ 7,525.00
2	Landcare Management Landscape Maintenance: September 2023	16200	\$ 6,321.00	
		Subtotal	\$ 6,321.00	\$ 7,525.00
		TOTAL	\$13,846.00	

<p style="text-align: center;"><i>Venessa Ripoll</i> Secretary/Assistant Secretary</p>	<p style="text-align: center;"><i>Kerry White</i> Chairperson</p>
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**TOMOKA
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization 195

9/28/2023

Item No.	Payee	Invoice	General Fund FY 2023
1	PFM Group Consulting LLC Disclosure Fee S2017A: 07/01/23-09/30/23	126968	\$ 750.00
TOTAL			\$ 750.00

Vivian Carvalho

Secretary/Assistant Secretary

Kelley White

Chairperson

**TOMOKA
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization 196
10/6/2023

Item No.	Payee	Invoice	General Fund FY 2023	General Fund FY 2024
1	Clear Waters Lake Management (Lakes 1-40): October 2023	136624		\$ 4,500.00
2	FPL (paid online)			
	2500 BAY DR #FTN 2; 09/06/23-10/04/23	Acct. 01079-97173	\$ 407.07	
	1902 BAY DR #LIGHTS; 09/01/23-10/02/23	Acct. 06348-96468	\$ 34.78	
	830 CREEKWOOD DR #LIGHTS; 09/01/23-10/02/23	Acct. 10429-04555	\$ 29.29	
	776 COBBLESTONE WAY # FOUNT 16B; 09/01/23-10/02/23	Acct. 16257-77592	\$ 25.95	
	816 CREEKWOOD DR #LIGHTS; 09/01/23-10/02/23	Acct. 29713-93554	\$ 26.89	
	341 STIRLING BRIDGE DR#FONTAIN; 09/01/23-10/02/23	Acct. 30179-85056	\$ 133.09	
	842 CREEKWOOD DR #WELL; 09/01/23-10/02/23	Acct. 32207-00334	\$ 546.84	
	828 PINWOOD DR #LIGHTS; 08/17/23-09/18/23	Acct. 33081-72323	\$ 585.11	
	715 STIRLING BRIDGE DR #FOUNTAIN; 09/01/23-10/02/23	Acct. 34913-15309	\$ 215.68	
	804 EDGEWOOD CT #FOUNTAIN; 09/01/23-10/02/23	Acct. 35110-93258	\$ 317.85	
	1 STIRLING BRIDGE DR; 09/01/23-10/02/23	Acct. 38557-52527	\$ 3,231.33	
	1882 BAY DR #FOUNT; 09/01/23-10/02/23	Acct. 43768-60427	\$ 559.54	
	870 CREEKWOOD DR #LIGHTS; 09/01/23-10/02/23	Acct. 44494-65261	\$ 30.14	
	620 ELK RIVER DR #FOUNTAIN; 09/01/23-10/02/23	Acct. 52826-54275	\$ 125.32	
	650 ELK RIVER DR #FOUNT; 09/01/23-10/02/23	Acct. 56589-03421	\$ 319.56	
	709 COBBLESTONE DR # FOUNTAIN; 09/01/23-10/02/23	Acct. 57897-75599	\$ 152.68	
	715 STIRLING BRIDGE DR #PUMP; 09/01/23-10/02/23	Acct. 58441-35300	\$ 111.44	
	862 PINWOOD DR #LIGHTS; 09/01/23-10/02/23	Acct. 59968-73559	\$ 28.57	
	405 STIRLING BRIDGE DR #FONTAIN; 09/01/23-10/02/23	Acct. 67705-95053	\$ 142.42	
	674 SOUTHLAKE DR #FOUNT; 09/01/23-10/02/23	Acct. 69851-81426	\$ 121.15	
	1046 STONE LAKE DR # FOUNTAIN; 09/01/23-10/02/23	Acct. 70868-78597	\$ 142.02	
	890 CREEKWOOD DR #LIGHTS;09/01/23-10/02/23	Acct. 74074-85262	\$ 29.35	
	828 PINWOOD DR #FOUNTAIN; 09/01/23-10/02/23	Acct. 76659-43556	\$ 179.12	
	665 SOUTHLAKE DR #FOUNT; 09/01/23-10/02/23	Acct. 79959-72424	\$ 115.44	
	0 ST-LGT #WESTLAKE; 09/01/23-10/02/23	Acct. 80795-77055	\$ 380.31	
	776 COBBLESTONE WAY # LAKE 18; 09/01/23-10/02/23	Acct. 81025-76421	\$ 140.59	
	2500 BAY DR #FTN 1; 09/06/23-10/04/23	Acct. 92063-97177	\$ 95.48	
	842 CREEKWOOD DR #LIGHTS; 09/01/23-10/02/23	Acct. 92959-45266	\$ 28.24	
3	Palm Coast Observer Legal Advertising on 10/05/2023	23-00246F		\$ 60.00
4	Sky's the Limit Handyman Service Electrical Repairs: September 2023	7595	\$ 487.30	
5	Westlake at Plantation Bay Management Fee: October 2023	OCTOBER 2023		\$ 1,500.00
Subtotal			\$ 8,742.55	\$ 6,060.00
TOTAL			\$14,802.55	

Venessa Ripoll
Secretary/Assistant Secretary

Kelly White
Chairperson

**TOMOKA
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization 197
10/13/2023

Item No.	Payee	Invoice	General Fund FY 2023	General Fund FY 2024
1	FPL (paid online)			
	14 SOUTHAMPTON ST #FOUNTAIN; 09/11/23-10/11/23	Acct: 07725-87150	\$ 494.86	
	105 LONGRIDGE LN #FOUNTAIN; 09/11/23-10/11/23	Acct. 21835-08155	\$ 189.50	
	13 LONGRIDGE LN #FOUNTAIN; 09/11/23-10/11/23	Acct. 26429-97155	\$ 180.81	
	305 STIRLING BRIDGE DR #FNTAIN; 09/09/23-10/10/23	Acct. 46427-75052	\$ 402.12	
	32 SOUTHAMPTON ST #FOUNTAIN; 09/11/23-10/11/23	Acct. 70791-97153	\$ 234.86	
2	VGlobalTech			
	Quarter 2 ADA Audit	5181	\$ 300.00	
	Monthly Website Fee: July 2023	5253	\$ 135.00	
	Monthly Website Fee: August 2023	5327	\$ 135.00	
	Monthly Website Fee: September 2023	5414	\$ 135.00	
Subtotal			\$ 2,207.15	\$ -
TOTAL			\$2,207.15	

Vivian Carvalho

Secretary/Assistant Secretary

Keray White

Chairperson

**TOMOKA
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization 198
10/19/2023

Item No.	Payee	Invoice	General Fund FY 2023	General Fund FY 2024
1	Clear Waters Lake #1 Algae Raking Services	136800		\$ 5,850.00
2	Department of Economic Opportunity FY 2024 Special District Fee	88679		\$ 175.00
3	Landcare Management Landscape Maintenance: October 2023	16251		\$ 6,321.00
		Subtotal	\$ -	\$ 12,346.00
		TOTAL	\$12,346.00	

Venessa Ripoll
Secretary/Assistant Secretary

Kasey White
Chairperson

**TOMOKA
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization 199

10/27/2023

Item No.	Payee	Invoice	General Fund FY 2023	General Fund FY 2024
1	PFM Group Consulting LLC			
	Tax Roll Preparation and Submission: FY 2024	127532		\$ 7,500.00
	District Management Fee: October 2023	DM-10-2023-51		\$ 2,016.67
	Postage: September 2023	OE-EXP-10-2023-41	\$ 0.63	
2	VGlobalTech			
	Quarter 3 ADA Audit	5447	\$ 300.00	
Subtotal			\$ 300.63	\$ 9,516.67
TOTAL			\$9,817.30	

Venessa Ripoll
Secretary/Assistant Secretary

Kelley White
Chairperson

**TOMOKA
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization 200

11/2/2023

Item No.	Payee	Invoice	General Fund FY 2023	General Fund FY 2024
1	FPL (paid online) 828 PINEWOOD DR #LIGHTS; 09/18/23-10/18/23	Acct. 33081-72323		\$ 548.26
2	Sky's the Limit Handyman Service Electrical Repairs: October 2023	7615		\$ 907.39
3	VGlobalTech Monthly Website Fee: October 2023 Monthly Website Fee: November 2023	5494 5605		\$ 135.00 \$ 135.00
4	Westlake at Plantation Bay Management Fee: November 2023	NOVEMBER 2023		\$ 1,500.00
Subtotal			\$ -	\$ 3,225.65
TOTAL				\$3,225.65

Vivian Carvalho

Secretary/Assistant Secretary

Kelly White

Chairperson

**TOMOKA
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization 201
11/9/2023

Item No.	Payee	Invoice	General Fund FY 2023	General Fund FY 2024
1	Clear Waters			
	Lake Management (Lakes 1-40): November 2023	137505		\$ 4,500.00
2	FPL (paid online)			
	2500 BAY DR #FTN 2; 10/04/23-11/03/23	Acct: 01079-97173		\$ 434.94
	1902 BAY DR #LIGHTS; 10/02/23-11/01/23	Acct. 06348-96468		\$ 34.89
	830 CREEKWOOD DR #LIGHTS; 10/02/23-11/01/23	Acct. 10429-04555		\$ 29.42
	776 COBBLESTONE WAY # FOUNT 16B; 10/02/23-11/01/23	Acct. 16257-77592		\$ 25.89
	816 CREEKWOOD DR #LIGHTS; 10/02/23-11/01/23	Acct. 29713-93554		\$ 27.01
	341 STIRLING BRIDGE DR#FNTAIN; 10/02/23-11/01/23	Acct. 30179-85056		\$ 129.18
	842 CREEKWOOD DR #WELL; 10/02/23-11/01/23	Acct. 32207-00334		\$ 532.57
	715 STIRLING BRIDGE DR #FOUNTAIN; 10/02/23-11/01/23	Acct. 34913-15309		\$ 169.92
	804 EDGEWOOD CT #FOUNTAIN; 10/02/23-11/01/23	Acct. 35110-93258		\$ 327.71
	1 STIRLING BRIDGE DR; 10/02/23-11/01/23	Acct. 38557-52527		\$ 3,231.33
	1882 BAY DR #FOUNT; 10/02/23-11/01/23	Acct. 43768-60427		\$ 554.11
	870 CREEKWOOD DR #LIGHTS; 10/02/23-11/01/23	Acct. 44494-65261		\$ 30.19
	305 STIRLING BRIDGE DR #FNTAIN; 10/10/23-11/08/23	Acct. 46427-75052		\$ 377.64
	620 ELK RIVER DR #FOUNTAIN; 10/02/23-11/01/23	Acct. 52826-54275		\$ 121.15
	650 ELK RIVER DR #FOUNT; 10/02/23-11/01/23	Acct. 56589-03421		\$ 310.73
	709 COBBLESTONE DR # FOUNTAIN; 10/02/23-11/01/23	Acct. 57897-75599		\$ 150.46
	715 STIRLING BRIDGE DR #PUMP; 10/02/23-11/01/23	Acct. 58441-35300		\$ 93.01
	862 PINWOOD DR #LIGHTS; 10/02/23-11/01/23	Acct. 59968-73559		\$ 29.24
	405 STIRLING BRIDGE DR #FNTAIN; 10/02/23-11/01/23	Acct. 67705-95053		\$ 138.03
	674 SOUTHLAKE DR #FOUNT; 10/02/23-11/01/23	Acct. 69851-81426		\$ 119.21
	1046 STONE LAKE DR # FOUNTAIN; 10/02/23-11/01/23	Acct. 70868-78597		\$ 155.77
	890 CREEKWOOD DR #LIGHTS;10/02/23-11/01/23	Acct. 74074-85262		\$ 29.52
	828 PINWOOD DR #FOUNTAIN; 10/02/23-11/01/23	Acct. 76659-43556		\$ 100.40
	665 SOUTHLAKE DR #FOUNT; 10/02/23-11/01/23	Acct. 79959-72424		\$ 111.68
	0 ST-LGT #WESTLAKE; 10/02/23-11/01/23	Acct. 80795-77055		\$ 380.31
	776 COBBLESTONE WAY # LAKE 18; 10/02/23-11/01/23	Acct. 81025-76421		\$ 136.72
	2500 BAY DR #FTN 1; 10/04/23-11/03/23	Acct: 92063-97177		\$ 102.35
	842 CREEKWOOD DR #LIGHTS; 10/02/23-11/01/23	Acct. 92959-45266		\$ 28.28
Subtotal			\$ -	\$ 12,411.66
TOTAL			\$12,411.66	

Vivian Carvalho

Secretary/Assistant Secretary

Kelly Hite

Chairperson

**TOMOKA
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization 202

11/16/2023

Item No.	Payee	Invoice	General Fund FY 2023	General Fund FY 2024
1	FPL (paid online)			
	14 SOUTHAMPTON ST #FOUNTAIN; 10/11/23-11/09/23	Acct: 07725-87150		\$ 476.18
	105 LONGRIDGE LN #FOUNTAIN; 10/11/23-11/09/23	Acct. 21835-08155		\$ 184.83
	13 LONGRIDGE LN #FOUNTAIN; 10/11/23-11/09/23	Acct. 26429-97155		\$ 167.06
	32 SOUTHAMPTON ST #FOUNTAIN; 10/11/23-11/09/23	Acct. 70791-97153		\$ 230.07
2	PFM Group Consulting LLC			
	District Management Fee: November 2023	DM-11-2023-52		\$ 2,016.67
Subtotal			\$ -	\$ 3,074.81
TOTAL			\$3,074.81	

Vivian Carvalho

Secretary/Assistant Secretary

Keely White

Chairperson

**TOMOKA
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization 203
11/30/2023

Item No.	Payee	Invoice	General Fund FY 2023	General Fund FY 2024
1	Flagler County Tax Collector (paid online)			
	2023 Real Estate Ad Valorem Taxes	16133151202AF9A00B0	\$	20.11
	2023 Real Estate Ad Valorem Taxes	16133151202AF9A00C0	\$	15.24
	2023 Real Estate Ad Valorem Taxes	16133151202AF9A00F0	\$	1.80
	2023 Real Estate Ad Valorem Taxes	16133151202AF9A00G0	\$	1.08
	2023 Real Estate Ad Valorem Taxes	16133151202AF9A00H0	\$	8.49
	2023 Real Estate Ad Valorem Taxes	16133151202AF9A00I0	\$	10.65
2	Kutak Rock			
	General Counsel Through 10/31/23	3311817	✓ \$	110.50
3	Landcare Management			
	Landscape Maintenance: November 2023	16310	✓ \$	6,321.00
Subtotal			\$ -	\$ 6,488.87
TOTAL			\$6,488.87	

Vivian Carvalho

Secretary/Assistant Secretary

Kelly White

Chairperson

**TOMOKA
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization 204
12/8/2023

Item No.	Payee	Invoice	General Fund FY 2024
1	Clear Waters		
	Lake Management (Lakes 1-40): December 2023	138228	\$ 4,500.00
2	FPL (paid online)		
	2500 BAY DR #FTN 2; 11/03/23-12/04/23	Acct. 01079-97173	\$ 451.55
	1902 BAY DR #LIGHTS; 11/01/23-12/01/23	Acct. 06348-96468	\$ 37.91
	830 CREEKWOOD DR #LIGHTS; 11/01/23-12/01/23	Acct. 10429-04555	\$ 29.69
	776 COBBLESTONE WAY # FOUNT 16B; 11/01/23-12/01/23	Acct. 16257-77592	\$ 25.95
	816 CREEKWOOD DR #LIGHTS; 11/01/23-12/01/23	Acct. 29713-93554	\$ 27.12
	341 STIRLING BRIDGE DR#FNTAIN; 11/01/23-12/01/23	Acct. 30179-85056	\$ 129.30
	842 CREEKWOOD DR #WELL; 11/01/23-12/01/23	Acct. 32207-00334	\$ 538.16
	828 PINWOOD DR #LIGHTS; 10/18/23-11/16/23	Acct. 33081-72323	\$ 529.21
	715 STIRLING BRIDGE DR #FOUNTAIN; 11/01/23-12/01/23	Acct. 34913-15309	\$ 331.72
	804 EDGEWOOD CT #FOUNTAIN; 11/01/23-12/01/23	Acct. 35110-93258	\$ 340.15
	1 STIRLING BRIDGE DR; 11/01/23-12/01/23	Acct. 38557-52527	\$ 3,231.33
	1882 BAY DR #FOUNT; 11/01/23-12/01/23	Acct. 43768-60427	\$ 581.21
	870 CREEKWOOD DR #LIGHTS; 11/01/23-12/01/23	Acct. 44494-65261	\$ 30.65
	620 ELK RIVER DR #FOUNTAIN; 11/01/23-12/01/23	Acct. 52826-54275	\$ 122.06
	650 ELK RIVER DR #FOUNT; 11/01/23-12/01/23	Acct. 56589-03421	\$ 310.47
	709 COBBLESTONE DR # FOUNTAIN; 11/01/23-12/01/23	Acct. 57897-75599	\$ 162.77
	715 STIRLING BRIDGE DR #PUMP; 11/01/23-12/01/23	Acct. 58441-35300	\$ 61.89
	862 PINWOOD DR #LIGHTS; 11/01/23-12/01/23	Acct. 59968-73559	\$ 28.68
	405 STIRLING BRIDGE DR #FNTAIN; 11/01/23-12/01/23	Acct. 67705-95053	\$ 139.45
	674 SOUTHLAKE DR #FOUNT; 11/01/23-12/01/23	Acct. 69851-81426	\$ 123.50
	1046 STONE LAKE DR # FOUNTAIN; 11/01/23-12/01/23	Acct. 70868-78597	\$ 164.73
	890 CREEKWOOD DR #LIGHTS;11/01/23-12/01/23	Acct. 74074-85262	\$ 29.86
	828 PINWOOD DR #FOUNTAIN; 11/01/23-12/01/23	Acct. 76659-43556	\$ 120.38
	665 SOUTHLAKE DR #FOUNT; 11/01/23-12/01/23	Acct. 79959-72424	\$ 118.57
	0 ST-LGT #WESTLAKE; 11/01/23-12/01/23	Acct. 80795-77055	\$ 380.31
	776 COBBLESTONE WAY # LAKE 18; 11/01/23-12/01/23	Acct. 81025-76421	\$ 140.22
	2500 BAY DR #FTN 1; 11/03/23-12/04/23	Acct. 92063-97177	\$ 106.90
	842 CREEKWOOD DR #LIGHTS; 11/01/23-12/01/23	Acct. 92959-45266	\$ 28.51
3	PFM Group Consulting LLC		
	Disclosure Fee S2017A: 10/01/23-12/31/23	128243	\$ 750.00
	District Management Fee: December 2023	DM-12-2023-53	\$ 2,016.67
	FedEx: October 2023	OE-EXP-11-2023-28	\$ 5.89
4	Sky's the Limit Handyman Service		
	Electrical Repairs: November 2023	7660	\$ 362.84
5	Westlake at Plantation Bay		
	Management Fee: December 2023	DECEMBER 2023	\$ 1,500.00
TOTAL			\$ 17,457.65

Venessa Ripoll

Kelley White
Chairperson

**TOMOKA
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization 205
12/15/2023

Item No.	Payee	Invoice	General Fund FY 2024
1	Clear Waters Algae Raking and Removal Services	138334	\$ 2,900.00
2	FPL (paid online)		
	14 SOUTHAMPTON ST #FOUNTAIN; 11/09/23-12/08/23	Acct: 07725-87150	\$ 474.74
	105 LONGRIDGE LN #FOUNTAIN; 11/09/23-12/08/23	Acct. 21835-08155	\$ 185.47
	13 LONGRIDGE LN #FOUNTAIN; 11/09/23-12/08/23	Acct. 26429-97155	\$ 188.07
	305 STIRLING BRIDGE DR #FNTAIN; 11/08/23-12/07/23	Acct. 46427-75052	\$ 365.70
	32 SOUTHAMPTON ST #FOUNTAIN; 11/09/23-12/08/23	Acct. 70791-97153	\$ 230.35
TOTAL			\$ 4,344.33

Vivian Carvalho

Kelly White
Chairperson

**TOMOKA
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization 206
12/21/2023

Item No.	Payee	Invoice	General Fund FY 2024
1	VGlobalTech Monthly Website Fee: December 2023	5726	\$ 135.00
TOTAL			\$ 135.00

Venessa Ripoll
Secretary / Assistant Secretary

Keely White
Chairman / Vice Chairman

**TOMOKA
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization 207

1/8/2024

Item No.	Payee	Invoice	General Fund FY 2024
1	Clear Waters Fish Stocking - 12/29/23 Lake Management (Lakes 1-40): January 2024	138677 139095	\$ 480.00 \$ 4,500.00
2	Florida Fountains & Equipment Fountain Nozzle Service Call	2023-790	\$ 201.50
3	Fountain Design Group, Inc. Fountain Capacitor Box Replacement	32025A	\$ 1,045.10
4	FPL (paid online) 828 PINWOOD DR #LIGHTS; 11/16/23-12/15/23	Acct. 33081-72323	\$ 524.03
5	Kutak Rock General Counsel Through 11/30/23	3329111	\$ 516.00
6	Landcare Management Landscape Maintenance: December 2023	16377	\$ 6,321.00 ✓
7	Palm Coast Observer Legal Advertising on 01/04/2024	23-00310F	\$ 65.00
8	PFM Group Consulting LLC District Management Fee: January 2024	DM-01-2024-53	\$ 2,016.67 ✓
9	Sky's the Limit Handyman Service Electrical Repairs: December 2023	7700	\$ 731.48
10	Westlake at Plantation Bay Management Fee: January 2024	JANUARY 2024	\$ 1,500.00 ✓
TOTAL			\$ 17,900.78

Venessa Ripoll

Secretary / Assistant Secretary

Kerry White

Chairman / Vice Chairman

**TOMOKA
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization 208
1/19/2024

Item No.	Payee	Invoice	General Fund FY 2024
1	FPL (paid online)		
	2500 BAY DR #FTN 2; 12/04/23-01/04/24	Acct: 01079-97173	\$ 449.93
	1902 BAY DR #LIGHTS; 12/01/23-01/02/24	Acct: 06348-96468	\$ 37.18
	14 SOUTHAMPTON ST #FOUNTAIN; 12/08/23-01/09/24	Acct: 07725-87150	\$ 476.28
	830 CREEKWOOD DR #LIGHTS; 12/01/23-01/02/24	Acct: 10429-04555	\$ 29.94
	776 COBBLESTONE WAY # FOUNT 16B; 12/01/23-01/02/24	Acct: 16257-77592	\$ 25.88
	105 LONGRIDGE LN #FOUNTAIN; 12/08/23-01/09/24	Acct: 21835-08155	\$ 200.89
	13 LONGRIDGE LN #FOUNTAIN; 12/08/23-01/09/24	Acct: 26429-97155	\$ 195.89
	816 CREEKWOOD DR #LIGHTS; 12/01/23-01/02/24	Acct: 29713-93554	\$ 27.23
	341 STIRLING BRIDGE DR#FNTAIN; 12/01/23-01/02/24	Acct: 30179-85056	\$ 129.96
	842 CREEKWOOD DR #WELL; 12/01/23-01/02/24	Acct: 32207-00334	\$ 555.17
	715 STIRLING BRIDGE DR #FOUNTAIN; 12/01/23-01/02/24	Acct: 34913-15309	\$ 325.79
	804 EDGEWOOD CT #FOUNTAIN; 12/01/23-01/02/24	Acct: 35110-93258	\$ 358.82
	1 STIRLING BRIDGE DR; 12/01/23-01/02/24	Acct: 38557-52527	\$ 3,229.08
	1882 BAY DR #FOUNT; 12/01/23-01/02/24	Acct: 43768-60427	\$ 611.20
	870 CREEKWOOD DR #LIGHTS; 12/01/23-01/02/24	Acct: 44494-65261	\$ 30.96
	305 STIRLING BRIDGE DR #FNTAIN; 12/07/23-01/08/24	Acct: 46427-75052	\$ 265.15
	620 ELK RIVER DR #FOUNTAIN; 12/01/23-01/02/24	Acct: 52826-54275	\$ 89.60
	650 ELK RIVER DR #FOUNT; 12/01/23-01/02/24	Acct: 56589-03421	\$ 62.63
	709 COBBLESTONE DR # FOUNTAIN; 12/01/23-01/02/24	Acct: 57897-75599	\$ 174.93
	715 STIRLING BRIDGE DR #PUMP; 12/01/23-01/02/24	Acct: 58441-35300	\$ 26.75
	862 PINWOOD DR #LIGHTS; 12/01/23-01/02/24	Acct: 59968-73559	\$ 28.45
	405 STIRLING BRIDGE DR #FNTAIN; 12/01/23-01/02/24	Acct: 67705-95053	\$ 147.69
	674 SOUTHLAKE DR #FOUNT; 12/01/23-01/02/24	Acct: 69851-81426	\$ 130.59
	32 SOUTHAMPTON ST #FOUNTAIN; 12/08/23-01/09/24	Acct: 70791-97153	\$ 248.04
	1046 STONE LAKE DR # FOUNTAIN; 12/01/23-01/02/24	Acct: 70868-78597	\$ 160.29
	890 CREEKWOOD DR #LIGHTS; 12/01/23-01/02/24	Acct: 74074-85262	\$ 30.03
	828 PINWOOD DR #FOUNTAIN; 12/01/23-01/02/24	Acct: 76659-43556	\$ 36.15
	665 SOUTHLAKE DR #FOUNT; 12/01/23-01/02/24	Acct: 79959-72424	\$ 127.90
	0 ST-LGT #WESTLAKE; 12/01/23-01/02/24	Acct: 80795-77055	\$ 372.45
	776 COBBLESTONE WAY # LAKE 18; 12/01/23-01/02/24	Acct: 81025-76421	\$ 149.22
	2500 BAY DR #FTN 1; 12/04/23-01/04/24	Acct: 92063-97177	\$ 101.55
	842 CREEKWOOD DR #LIGHTS; 12/01/23-01/02/24	Acct: 92959-45266	\$ 28.73
2	Gulfstream Design Group		
	Retainer - Project 23-026 Westlake Plantation Bay	24.1409-R	\$ 2,000.00
3	VGlobalTech		
	Quarter 4 ADA Audit	5693	\$ 300.00
	Monthly Website Fee: January 2024	5770	\$ 135.00
TOTAL			\$ 11,299.35

Vivian Carvalho

Secretary / Assistant Secretary

Kelley White
Chairman / Vice Chairman

**TOMOKA
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization 209

1/26/2024

Item No.	Payee	Invoice	General Fund FY 2024
1	Landcare Management Landscape Maintenance: January 2024	16432	\$ 6,542.00
TOTAL			\$ 6,542.00

Venessa Ripoll
Secretary / Assistant Secretary

Kelly White
Chairman / Vice Chairman

**TOMOKA
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization 210
2/2/2024

Item No.	Payee	Invoice	General Fund FY 2024
1	Clear Waters Pond 5 Tree Trimming/Clearing/Stump Treatment	139472	\$ 350.00
2	Fountain Design Group, Inc. Fountain Digital Timer/Clock Replacement	32358A	\$ 284.38
3	FPL (paid online) 828 PINWOOD DR #LIGHTS; 12/15/23-01/17/24	Acct. 33081-72323	\$ 585.37
4	Sky's the Limit Handyman Service Electrical Repairs: January 2024	7739	\$ 380.72
5	Westlake at Plantation Bay Management Fee: February 2024	FEBRUARY 2024	\$ 1,500.00
TOTAL			\$ 3,100.47

Vivian Carvalho
Secretary / Assistant Secretary

Kelly White
Chairman / Vice Chairman

**TOMOKA
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization 211
2/9/2024

Item No.	Payee	Invoice	General Fund FY 2024
1	Clear Waters		
	Lake Management (Lakes 1-40): February 2024	139842	\$ 4,500.00
2	FPL (paid online)		
	2500 BAY DR #FTN 2; 01/04/24-02/05/24	Acct: 01079-97173	\$ 463.14
	1902 BAY DR #LIGHTS; 01/02/24-02/01/24	Acct: 06348-96468	\$ 34.18
	830 CREEKWOOD DR #LIGHTS; 01/02/24-02/01/24	Acct: 10429-04555	\$ 29.56
	776 COBBLESTONE WAY # FOUNT 16B; 01/02/24-02/01/24	Acct: 16257-77592	\$ 25.88
	816 CREEKWOOD DR #LIGHTS; 01/02/24-02/01/24	Acct: 29713-93554	\$ 27.18
	341 STIRLING BRIDGE DR#FNTAIN; 01/02/24-02/01/24	Acct: 30179-85056	\$ 92.74
	842 CREEKWOOD DR #WELL; 01/02/24-02/01/24	Acct: 32207-00334	\$ 519.88
	715 STIRLING BRIDGE DR #FOUNTAIN; 01/02/24-02/01/24	Acct: 34913-15309	\$ 328.50
	804 EDGEWOOD CT #FOUNTAIN; 01/02/24-02/01/24	Acct: 35110-93258	\$ 341.61
	1 STIRLING BRIDGE DR; 01/02/24-02/01/24	Acct: 38557-52527	\$ 3,242.92
	1882 BAY DR #FOUNT; 01/02/24-02/01/24	Acct: 43768-60427	\$ 574.27
	870 CREEKWOOD DR #LIGHTS; 01/02/24-02/01/24	Acct: 44494-65261	\$ 30.50
	620 ELK RIVER DR #FOUNTAIN; 01/02/24-02/01/24	Acct: 52826-54275	\$ 26.92
	650 ELK RIVER DR #FOUNT; 01/02/24-02/01/24	Acct: 56589-03421	\$ 151.52
	709 COBBLESTONE DR # FOUNTAIN; 01/02/24-02/01/24	Acct: 57897-75599	\$ 166.68
	715 STIRLING BRIDGE DR #PUMP; 01/02/24-02/01/24	Acct: 58441-35300	\$ 26.69
	862 PINWOOD DR #LIGHTS; 01/02/24-02/01/24	Acct: 59968-73559	\$ 28.21
	405 STIRLING BRIDGE DR #FNTAIN; 01/02/24-02/01/24	Acct: 67705-95053	\$ 141.61
	674 SOUTHLAKE DR #FOUNT; 01/02/24-02/01/24	Acct: 69851-81426	\$ 124.50
	1046 STONE LAKE DR # FOUNTAIN; 01/02/24-02/01/24	Acct: 70868-78597	\$ 167.98
	890 CREEKWOOD DR #LIGHTS;01/02/24-02/01/24	Acct: 74074-85262	\$ 29.74
	828 PINWOOD DR #FOUNTAIN; 01/02/24-02/01/24	Acct: 76659-43556	\$ 45.39
	665 SOUTHLAKE DR #FOUNT; 01/02/24-02/01/24	Acct: 79959-72424	\$ 121.03
	0 ST-LGT #WESTLAKE; 01/02/24-02/01/24	Acct: 80795-77055	\$ 371.66
	776 COBBLESTONE WAY # LAKE 18; 01/02/24-02/01/24	Acct: 81025-76421	\$ 139.43
	2500 BAY DR #FTN 1; 01/04/24-02/05/24	Acct: 92063-97177	\$ 48.35
	842 CREEKWOOD DR #LIGHTS; 01/02/24-02/01/24	Acct: 92959-45266	\$ 28.43
3	Landcare Management		
	Landscape Maintenance: February 2024	16475	\$ 6,542.00
TOTAL			\$ 18,370.50

Vivian Carvalho

Secretary / Assistant Secretary

Ken White

Chairman / Vice Chairman

**TOMOKA
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization 212
2/16/2024

Item No.	Payee	Invoice	General Fund FY 2024
1	Fountain Design Group, Inc. Fountain Motor Replacement	32458A	\$ 2,308.00
2	FPL (paid online) 14 SOUTHAMPTON ST #FOUNTAIN; 01/09/24-02/09/24 105 LONGRIDGE LN #FOUNTAIN; 01/09/24-02/09/24 13 LONGRIDGE LN #FOUNTAIN; 01/09/24-02/09/24 305 STIRLING BRIDGE DR #FNTAIN; 01/08/24-02/08/24 32 SOUTHAMPTON ST #FOUNTAIN; 01/09/24-02/09/24	Acct: 07725-87150 Acct. 21835-08155 Acct. 26429-97155 Acct. 46427-75052 Acct. 70791-97153	\$ 504.18 \$ 195.87 \$ 199.88 \$ 193.84 \$ 242.30
3	PFM Group Consulting LLC District Management Fee: February 2024	DM-02-2024-52	\$ 2,016.67
TOTAL			\$ 5,660.74

Venessa Ripoll
Secretary / Assistant Secretary

Kelly White
Chairman / Vice Chairman

**TOMOKA
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization 213
2/23/2024

Item No.	Payee	Invoice	General Fund FY 2024
1	Florida Fountains & Equipment Plantation Bay Fountain Capacitors Replacement	2024-065	\$ 340.60
TOTAL			\$ 340.60

Vivian Carvalho

Secretary / Assistant Secretary

Kerry White

Chairman / Vice Chairman

**TOMOKA
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization 214
3/1/2024

Item No.	Payee	Invoice	General Fund FY 2024
1	FPL (paid online) 828 PINWOOD DR #LIGHTS; 01/17/24-02/16/24	Acct. 33081-72323	\$ 534.28
2	Grau and Associates Audit FYE 09/30/2023	25355	\$ 1,500.00
3	Kutak Rock General Counsel Through 01/31/24	3355849	\$ 125.00
4	PFM Group Consulting LLC District Management Fee: March 2024	DM-03-2024-52	\$ 2,016.67
5	Sky's the Limit Handyman Service Electrical Repairs: February 2024	7776	\$ 540.69
6	VGlobalTech Monthly Website Fee: February 2024 Monthly Website Fee: March 2024	5879 5962	\$ 135.00 \$ 135.00
7	Westlake at Plantation Bay Management Fee: March 2024	MARCH 2024	\$ 1,500.00
TOTAL			\$ 6,486.64

Venessa Ripoll
Secretary / Assistant Secretary

Keely White
Chairman / Vice Chairman

**TOMOKA
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization 215
3/8/2024

Item No.	Payee	Invoice	General Fund FY 2024
1	Clear Waters Lake Management (Lakes 1-40): March 2024	140653	\$ 4,500.00
2	Fountain Design Group, Inc. Fountain Motor/Pump Replacement	32243A	\$ 5,038.00
3	FPL (paid online)		
	2500 BAY DR #FTN 2; 02/05/24-03/05/24	Acct: 01079-97173	\$ 421.47
	1902 BAY DR #LIGHTS; 02/01/24-03/01/24	Acct: 06348-96468	\$ 33.49
	830 CREEKWOOD DR #LIGHTS; 02/01/24-03/01/24	Acct: 10429-04555	\$ 29.30
	776 COBBLESTONE WAY # FOUNT 16B; 02/01/24-03/01/24	Acct: 16257-77592	\$ 25.88
	816 CREEKWOOD DR #LIGHTS; 02/01/24-03/01/24	Acct: 29713-93554	\$ 27.08
	341 STIRLING BRIDGE DR#FNTAIN; 02/01/24-03/01/24	Acct: 30179-85056	\$ 25.66
	842 CREEKWOOD DR #WELL; 02/01/24-03/01/24	Acct: 32207-00334	\$ 504.05
	715 STIRLING BRIDGE DR #FOUNTAIN; 02/01/24-03/01/24	Acct: 34913-15309	\$ 322.45
	804 EDGEWOOD CT #FOUNTAIN; 02/01/24-03/01/24	Acct: 35110-93258	\$ 331.97
	1 STIRLING BRIDGE DR; 02/01/24-03/01/24	Acct: 38557-52527	\$ 3,238.52
	1882 BAY DR #FOUNT; 02/01/24-03/01/24	Acct: 43768-60427	\$ 553.56
	870 CREEKWOOD DR #LIGHTS; 02/01/24-03/01/24	Acct: 44494-65261	\$ 30.11
	620 ELK RIVER DR #FOUNTAIN; 02/01/24-03/01/24	Acct: 52826-54275	\$ 74.73
	650 ELK RIVER DR #FOUNT; 02/01/24-03/01/24	Acct: 56589-03421	\$ 327.98
	709 COBBLESTONE DR # FOUNTAIN; 02/01/24-03/01/24	Acct: 57897-75599	\$ 160.89
	715 STIRLING BRIDGE DR #PUMP; 02/01/24-03/01/24	Acct: 58441-35300	\$ 26.64
	862 PINWOOD DR #LIGHTS; 02/01/24-03/01/24	Acct: 59968-73559	\$ 28.05
	405 STIRLING BRIDGE DR #FNTAIN; 02/01/24-03/01/24	Acct: 67705-95053	\$ 135.18
	674 SOUTHLAKE DR #FOUNT; 02/01/24-03/01/24	Acct: 69851-81426	\$ 111.64
	1046 STONE LAKE DR # FOUNTAIN; 02/01/24-03/01/24	Acct: 70868-78597	\$ 163.61
	890 CREEKWOOD DR #LIGHTS;02/01/24-03/01/24	Acct: 74074-85262	\$ 29.61
	828 PINWOOD DR #FOUNTAIN; 02/01/24-03/01/24	Acct: 76659-43556	\$ 44.09
	665 SOUTHLAKE DR #FOUNT; 02/01/24-03/01/24	Acct: 79959-72424	\$ 117.16
	0 ST-LGT #WESTLAKE; 02/01/24-03/01/24	Acct: 80795-77055	\$ 371.66
	776 COBBLESTONE WAY # LAKE 18; 02/01/24-03/01/24	Acct: 81025-76421	\$ 137.62
	2500 BAY DR #FTN 1; 02/05/24-03/05/24	Acct: 92063-97177	\$ 39.49
	842 CREEKWOOD DR #LIGHTS; 02/01/24-03/01/24	Acct: 92959-45266	\$ 28.27
4	Landcare Management Landscape Maintenance: March 2024	16532	\$ 6,542.00

TOTAL	\$ 23,420.16
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Venessa Ripoll
Secretary / Assistant Secretary

Kathleen Hite
Chairman / Vice Chairman

**TOMOKA
COMMUNITY DEVELOPMENT DISTRICT**

Review of District Financial Statements

Tomoka Community Development District
Statement of Financial Position
As of 2/29/2024

	General Fund	Debt Service Fund	Capital Project Fund	Long Term Debt Group	Total
<u>Assets</u>					
<u>Current Assets</u>					
General Checking Account	\$312,924.37				\$312,924.37
State Board of Administration	9,790.55				9,790.55
Assessments Receivable	51,231.10				51,231.10
Deposits	2,000.00				2,000.00
Assessments Receivable		\$117,054.69			117,054.69
Revenue Series 2017 Bond		1,068,845.85			1,068,845.85
Prepayment Series 2017 Bond		18,911.87			18,911.87
Deferred Cost Series 2017 Bond		261,088.48			261,088.48
Debt Service Reserve Series 2017 Bond		981,710.00			981,710.00
Acquisition/Construction 2017 Bond			\$1,682.41		1,682.41
Total Current Assets	\$375,946.02	\$2,447,610.89	\$1,682.41	\$0.00	\$2,825,239.32
<u>Investments</u>					
Amount Available in Debt Service Funds				\$2,330,556.20	\$2,330,556.20
Amount To Be Provided				9,919,443.80	9,919,443.80
Total Investments		\$0.00	\$0.00	\$12,250,000.00	\$12,250,000.00
Total Assets	\$375,946.02	\$2,447,610.89	\$1,682.41	\$12,250,000.00	\$15,075,239.32
<u>Liabilities and Net Assets</u>					
<u>Current Liabilities</u>					
Accounts Payable	\$15,707.27				\$15,707.27
Deferred Revenue	51,231.10				51,231.10
Deferred Revenue		\$117,054.69			117,054.69
Total Current Liabilities	\$66,938.37	\$117,054.69	\$0.00	\$0.00	\$183,993.06
<u>Long Term Liabilities</u>					
Revenue Bonds Payable LongTerm				\$12,250,000.00	\$12,250,000.00
Total Long Term Liabilities		\$0.00	\$0.00	\$12,250,000.00	\$12,250,000.00
Total Liabilities	\$66,938.37	\$117,054.69	\$0.00	\$12,250,000.00	\$12,433,993.06
<u>Net Assets</u>					
Net Assets, Unrestricted	\$67,175.29				\$67,175.29
Net Assets - General Government	71,630.22				71,630.22
Current Year Net Assets - General Government	170,202.14				170,202.14
Net Assets, Unrestricted		\$1,600,939.29			1,600,939.29
Current Year Net Assets, Unrestricted		729,616.91			729,616.91
Net Assets, Unrestricted			\$1,652.72		1,652.72
Current Year Net Assets, Unrestricted			29.69		29.69
Total Net Assets	\$309,007.65	\$2,330,556.20	\$1,682.41	\$0.00	\$2,641,246.26
Total Liabilities and Net Assets	\$375,946.02	\$2,447,610.89	\$1,682.41	\$12,250,000.00	\$15,075,239.32

Tomoka Community Development District
Statement of Activities (YTD)
As of 2/29/2024

	General Fund	Debt Service Fund	Capital Project Fund	Long Term Debt Group	Total
<u>Revenues</u>					
On-Roll Assessments	\$278,165.80				\$278,165.80
Off-Roll Assessments	37,856.34				37,856.34
On-Roll Assessments		\$1,008,132.81			1,008,132.81
Off-Roll Assessments		30,582.66			30,582.66
Total Revenues	\$316,022.14	\$1,038,715.47	\$0.00	\$0.00	\$1,354,737.61
<u>Expenses</u>					
Public Officials Insurance	\$3,272.00				\$3,272.00
Trustee Services	2,244.80				2,244.80
Management	10,083.35				10,083.35
Field Management	7,500.00				7,500.00
Disclosure Agent	750.00				750.00
District Counsel	626.50				626.50
Assessment Administration	7,500.00				7,500.00
Legal Advertising	125.00				125.00
Web Site Maintenance	840.00				840.00
Office Misc (Postage, Tel, Copies,Etc.)	5.89				5.89
Dues, Licenses, and Fees	232.37				232.37
Electric	37,922.96				37,922.96
General Insurance	4,253.00				4,253.00
Fountains	4,179.58				4,179.58
Lake Maintenance	32,080.00				32,080.00
Landscaping Maintenance & Material	32,047.00				32,047.00
Contingency	2,382.43				2,382.43
Interest Payments		\$335,906.25			335,906.25
Total Expenses	\$146,044.88	\$335,906.25	\$0.00	\$0.00	\$481,951.13
<u>Other Revenues (Expenses) & Gains (Losses)</u>					
Interest Income	\$224.88				\$224.88
Interest Income		\$26,807.69			26,807.69
Interest Income			\$29.69		29.69
Total Other Revenues (Expenses) & Gains (Losses)	\$224.88	\$26,807.69	\$29.69	\$0.00	\$27,062.26
Change In Net Assets	\$170,202.14	\$729,616.91	\$29.69	\$0.00	\$899,848.74
Net Assets At Beginning Of Year	\$138,805.51	\$1,600,939.29	\$1,652.72	\$0.00	\$1,741,397.52
Net Assets At End Of Year	\$309,007.65	\$2,330,556.20	\$1,682.41	\$0.00	\$2,641,246.26

Tomoka Community Development District
Budget to Actual
For the Period Ending 2/29/2024

	Actual	Budget	Variance	Adopted FY 2024 Budget
Revenues				
Maintenance Assessments	\$ 278,165.80	\$ 131,322.72	\$ 146,843.08	\$ 315,174.53
Developer Funding Agreement (Master)	37,856.34	21,698.11	16,158.23	52,075.47
Other Income & Other Financing Sources	0.00	0.00	0.00	0.00
Interest Income	224.88	0.00	224.88	0.00
Neighborhood Carry Forward	0.00	9,666.67	(9,666.67)	23,200.00
Net Revenues	\$ 316,247.02	\$ 162,687.50	\$ 153,559.52	\$ 390,450.00
Master				
Supervisor Fees	\$ -	\$ 1,666.67	\$ (1,666.67)	\$ 4,000.00
Public Official Insurance	3,272.00	1,447.92	1,824.08	3,475.00
Trustee Fees	2,244.80	2,500.00	(255.20)	6,000.00
District Management Fees	10,083.35	10,083.33	0.02	24,200.00
Management Fees - Field	7,500.00	7,500.00	0.00	18,000.00
Engineering Fees	0.00	416.67	(416.67)	1,000.00
Disclosure Agent	750.00	1,250.00	(500.00)	3,000.00
District Counsel	626.50	2,083.33	(1,456.83)	5,000.00
Assessment Administration	7,500.00	3,125.00	4,375.00	7,500.00
Reamortization Schedule	125.00	104.17	20.83	250.00
Audit Fees	0.00	1,750.00	(1,750.00)	4,200.00
Arbitrage	0.00	416.67	(416.67)	1,000.00
Travel & Per Diem	0.00	104.17	(104.17)	250.00
Legal Advertising	0.00	1,041.67	(1,041.67)	2,500.00
Meeting Room	0.00	104.17	(104.17)	250.00
Web Site	840.00	1,175.00	(335.00)	2,820.00
Office Misc (Phone/Postage/Copies/Supplies/etc)	5.89	187.50	(181.61)	450.00
Dues, Licenses & Fees	232.37	72.92	159.45	175.00
	33,179.91	35,029.17	(1,849.26)	84,070.00
Master - Collector Road (Phase 9A)				
Electric	\$ -	\$ 5,900.00	\$ (5,900.00)	\$ 14,160.00
Lake Maintenance	0.00	750.00	(750.00)	1,800.00
Lake Bank Landscape Maintenance	0.00	8,050.00	(8,050.00)	19,320.00
Total Master - Collector Road	0.00	14,700.00	(14,700.00)	35,280.00
Total Master	\$33,179.91	\$49,729.17	-\$16,549.26	\$119,350.00
Neighborhood				
Electric	\$ 37,922.96	\$ 38,083.33	\$ (160.37)	\$ 91,400.00
Stormwater R&M	0.00	12,500.00	(12,500.00)	30,000.00
General Insurance	4,253.00	1,875.00	2,378.00	4,500.00
Lake Fountain & Maintenance	4,179.58	6,250.00	(2,070.42)	15,000.00
Lake Maintenance	32,080.00	21,750.00	10,330.00	52,200.00
Landscape Maintenance	32,047.00	28,333.33	3,713.67	68,000.00
R&M Contingency	2,382.43	4,166.67	(1,784.24)	10,000.00
Total Neighborhood	112,864.97	112,958.33	(93.36)	271,100.00
Net Income (Loss)	\$ 170,202.14	\$ -	\$ 170,202.14	\$ -