

*Scenic Terrace North  
Community Development District*

*Meeting Agenda*

*February 19, 2025*

# AGENDA

# *Scenic Terrace North*

## *Community Development District*

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

February 12, 2025

### **Board of Supervisors Meeting** **Scenic Terrace North Community Development District**

Dear Board Members:

A Board of Supervisors Meeting of the **Scenic Terrace North Community Development District** will be held on **Wednesday, February 19, 2025 at 1:15 PM** at the **Holiday Inn—Winter Haven, 200 Cypress Gardens Blvd., Winter Haven, FL 33880.**

**Zoom Video Link:** <https://us06web.zoom.us/j/83326084124>

**Zoom Call-In Number:** 1-646-876-9923

**Meeting ID:** 833 2608 4124

Following is the advance agenda for the meeting:

### **Board of Supervisors Meeting**

1. Roll Call
2. Public Comment Period (Public Comments are limited to three (3) minutes per person)
3. Approval of Minutes of the December 18, 2024 Board of Supervisors Meeting
4. Consideration of Proposal from ProPlaygrounds for Playground and Dog Park Equipment
5. Consideration of Equipment Lease/Purchase Agreement for Playground and Dog Park Equipment
6. Consideration of 2025 Data Sharing and Usage Agreement with Polk County Property Appraiser
7. Consideration of 2025 Contract Agreement with Polk County Property Appraiser
8. Ratification of Fiscal Year 2024 Audit Services Engagement Letter with Grau & Associates
9. Staff Reports
  - A. Attorney
  - B. Engineer
  - C. Field Manager's Report
    - i. Consideration of Proposal for Aquatic Maintenance Services
  - D. District Manager's Report
    - i. Approval of Check Register
    - ii. Balance Sheet & Income Statement
10. Other Business
11. Supervisors Requests and Audience Comments
12. Adjournment

# MINUTES

**MINUTES OF MEETING  
SCENIC TERRACE NORTH  
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Scenic Terrace North Community Development District was held Wednesday, **December 18, 2024**, at 1:15 p.m. at Holiday Inn – Winter Haven, 200 Cypress Gardens Blvd., Winter Haven, Florida.

Present and constituting a quorum:

Rennie Heath	Chairman
Lauren Schwenk	Vice Chairperson
Lindsey Roden	Assistant Secretary
Bobbie Henley	Assistant Secretary

Also present were:

Jill Burns	District Manager, GMS
Savannah Hancock	District Counsel, Kilinski Van Wyk
Joel Blanco	Field Manager, GMS

**FIRST ORDER OF BUSINESS**

**Roll Call**

Ms. Burns called the meeting to order and called the roll. Four Supervisors were present constituting a quorum.

**SECOND ORDER OF BUSINESS**

**Public Comment Period**

There were no members of the public present at this time and none joining via Zoom.

**THIRD ORDER OF BUSINESS**

**Organizational Matters**

**A. Acceptance of Resignation of Supervisor Daniel Arnette**

Ms. Burns presented the resignation letter from Daniel Arnette to the Board.

On MOTION by Mr. Heath, seconded by Ms. Henley, with all in favor, Accepting the Resignation of Daniel Arnette, was approved.
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**B. Consideration of Appointment to Board Seat #2**

Ms. Burns asked for nominations to fill Board Seat #2 vacancy. Ms. Lindsey Roden was nominated.

On MOTION by Ms. Henley, seconded by Mr. Heath, with all in favor, the Appointment of Lindsey Roden to Board Seat #2, was approved.

**C. Administration of Oath to Newly Appointed Supervisor**

Ms. Burns swore in Ms. Roden.

**D. Consideration of Resolution 2025-03 Appointing an Assistant Secretary**

Ms. Burns stated that Ms. Lindsey Roden will be appointed as an Assistant Secretary.

On a motion by Ms. Henley, seconded by Mr. Heath, with all in favor, Resolution 2025-03, Appointing Lindsey Roden as an Assistant Secretary, was approved.

**FOURTH ORDER OF BUSINESS**

**Approval of Minutes of the November 20, 2024, Board of Supervisors Meeting**

Ms. Burns presented the minutes from the November 20, 2024, Board of Supervisors meeting and asked for any corrections, comments, or questions. There were no changes from the Board.

On MOTION by Mr. Heath, seconded by Ms. Roden, with all in favor, the Minutes of the November 20, 2024, Board of Supervisors Meeting, were approved.

**FIFTH ORDER OF BUSINESS**

**Staff Reports**

**A. Attorney**

Ms. Hancock stated she had nothing to report unless there were questions.

**B. Engineer**

There being no Engineering Report, the next item followed.

**C. Field Manager's Report**

**i. Consideration of Proposal for Landscape Services from Prince and Sons, Inc.**

Mr. Blanco presented the Field Manager’s report to the Board. The Field Manager’s report consisted of a site perimeter review as well as a pond and landscaping review. The field staff reviewed the perimeter areas surrounding the District on Hughes Road at the main entrance and Floyd Road. It was noted that the cement perimeter wall has been installed throughout the District and recently painted light beige with white trimming. It was also noted that the columns have been installed on Floyd Road with hanging signs pending installation. In addition, the irrigation is currently being flagged and installed in entrance on Floyd Road. In regard to the pond and landscaping services, it was noted that the field staff has reviewed the ponds throughout the District. The report also included that both wet ponds were found without any algae, both dry ponds were found without any thick vegetation in the middle, the landscaping surrounding the ponds are established except the dry pond by main entrance, and the landscaping vendor has been communicated with to schedule one time mow service as well as to provide proposal for regular maintenance on pond landscaping.

Mr. Blanco presented a proposal to the Board from Prince and Sons, Inc. for landscape services.

On MOTION by Mr. Heath, seconded by Ms. Schwenk, with all in favor, the Proposal for Landscape Services from Prince and Sons, Inc., was approved.

**D. District Manager’s Report**

**i. Approval of Check Register**

Ms. Burns presented the check register included in the agenda package to the Board for review. She asked if there were any questions, and there were none.

On MOTION by Ms. Henley, seconded by Ms. Roden, with all in favor, the Check Register, was approved.

**ii. Balance Sheet & Income Statement**

Ms. Burns stated that the financial statements were included in the agenda package for review. There is no action necessary from the Board.

**SIXTH ORDER OF BUSINESS**

**Other Business**

There being no comments, the next item followed.

**SEVENTH ORDER OF BUSINESS**

**Supervisors Requests and Audience  
Comments**

There being no comments, the next item followed.

**EIGHTH ORDER OF BUSINESS**

**Adjournment**

Ms. Burns adjourned the meeting.

On MOTION by Ms. Henley, seconded by Mr. Heath, with all in favor, the meeting was adjourned.

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Secretary/Assistant Secretary

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Chairman/Vice Chairman



# SECTION IV



# TRUST == *the* == EXPERTS

For over a decade, our customers have entrusted us to provide safe and affordable playground and recreational equipment. Our team of Certified General Contractors and Playground Safety Inspectors will insure that your project is completed to perfection, providing truly turnkey service, with every step of the process from planning and budgeting, through the installation being handled under one roof.



1-800-573-7529 | [www.proplaygrounds.com](http://www.proplaygrounds.com)



Pro Playgrounds  
8490 Cabin Hill Road  
Tallahassee, FL 32311

# Quote

<b>Date</b>	<b>Estimate #</b>
2/3/2025	37778

<b>Project Name</b>
Scenic Terrace North CDD playgr...



<b>Customer / Bill To</b>
Cassidy Land Development 346 E. Central Ave. Winter Haven, FL 33880

<b>Ship To</b>
2272 Parsley Drive Winter Haven, FL 33844



**WE WILL BEAT ANY PRICE BY 5%!**

Item	Description	Qty	Cost	Total:
	Supply and Install the following: 1. Playground design Figgs Landing, 1x 2-bay swing with a cant. arm bucket seat, Plastic Borders plus 1x half ramp into the surfacing and loose black rubber mulch. Includes two 6ft benches, SM loop bike rack. 2. Shade structure, 20x20x10 Hip Shade, 2x 6ft picnic tables, 1x 32 gal receptacle centered at intersection of play area and dog park area 3. Two dog parks, total of 4x 6ft benches, one welcome sign, 2x waste stations 4. permitting included  **PLAY EQUIPMENT**			
QS-23-PKP012N CLR	Figgs Landing - Neutral Colors: Neutral colors	1	25,737.00	25,737.00
QS-23-PSW210...	2 Bay 1 Cantilever - Frame w/ Hangers, 2 Bay Belt Seat Package, 1 Seat Bucket Package	1	2,499.00	2,499.00
Shipping	Combined Shipping and Freight Charges	1	3,000.00	3,000.00
	**SITE FURNISHINGS**			
22-B6WBULS	6' UltraLeisureStandard Bench with Back, In-Ground Mount	6	643.28833	3,859.73
22-T6UL	6' UltraLeisureRectangular Portable Table	2	1,181.335	2,362.67

**AGREED AND ACCEPTED:**  
If the above total price, scope of work, specifications, terms and conditions are acceptable, sign below indicating your acceptance and authorization for Pro Playgrounds to proceed with the work and/or sales transaction described in this quotation. Upon signature and payment in accordance with this quote, Pro Playgrounds will proceed with the work and/or sales transaction.

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Signature Name / Title Date

<b>Subtotal:</b>
<b>Sales Tax: (7.0%)</b>
<b>Total:</b>

Terms and Conditions - Price valid for 30 days and subject to change. 1. If installation is not included with your purchase, client will be responsible for coordinating, receiving and unloading of all goods, delivery drivers will not help unload goods. 2. Client will be responsible to inspect goods for defect, damage or missing parts, any deficiency or missing parts must be noted on delivery slip. 3. Client will be responsible for costs due to cancelled or missed delivery appointments. 4. Client has reviewed all items, colors and descriptions on this quote for accuracy and correctness. 5. If quote includes installation of goods, the installation is subject to the terms and conditions of Pro Playgrounds "Standard Installation Agreement" a copy of which may be obtained from your Sales Representative.



Pro Playgrounds  
8490 Cabin Hill Road  
Tallahassee, FL 32311

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<b>Date</b>	<b>Estimate #</b>
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2272 Parsley Drive Winter Haven, FL 33844



**WE WILL BEAT ANY PRICE BY 5%!**

Item	Description	Qty	Cost	Total:
22-TR32	32 Gallon Regal Standard Trash Receptacle, Receptacle Only	1	537.05	537.05
CLR	Colors: black frame, green coating			0.00
22-LINER32-BL...	Plastic Liner - Black Color	1	107.17	107.17
22-DOME32 BL...	Plastic Dome Top for 32 Gallon Receptacles - Black Color	1	214.51	214.51
22-MSBR3-SM	Wave Bike Rack, 3-Hump, Surface Mount	1	858.62	858.62
CLR	Colors: green			0.00
Shipping	Combined Shipping and Freight Charges	1	1,228.50	1,228.50
22-SD202010IG	*SHADES** 10' Height -INGROUND - WITH GLIDE- SQUARE (confi proposal 93734)	1	7,282.48	7,282.48
CLR	Colors: frame brown, Fabric forest green			0.00
ENGDRAW	Engineered Drawings for Permitting	1	840.00	840.00
Shipping	Combined Shipping and Freight Charges	1	1,272.00	1,272.00
22-PBARK-477	**DOG PARK** Essential Welcome Sign	1	299.00	299.00
22-PBARK-490	PET WASTE STATION - SQUARE RECEPTACLE, INGROUND (color choice: blue or green) (Choose sign option)	2	499.00	998.00
Shipping	Combined Shipping and Freight Charges	1	480.00	480.00
	**SURFACING MATERIALS**			

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\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Signature Name / Title Date

<b>Subtotal:</b>
<b>Sales Tax: (7.0%)</b>
<b>Total:</b>

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# PRO PLAYGROUNDS

The Play & Recreation Experts

Pro Playgrounds  
8490 Cabin Hill Road  
Tallahassee, FL 32311

## Quote

Date	Estimate #
2/3/2025	37778

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<b>Ship To</b>
2272 Parsley Drive Winter Haven, FL 33844



**WE WILL BEAT ANY PRICE BY 5%!**

Item	Description	Qty	Cost	Total:
GN75UN	Ground Smart - Natural Black Uncoated Playground Mulch - 2000lb Super Sack	21	372.00	7,812.00
2BY2408	8" Border Timber With Spike	50	29.00	1,450.00
2BY2HR8-V	ADA Half Ramp Flush Mount 8"	1	399.00	399.00
Shipping	Combined Shipping and Freight Charges	1	3,120.00	3,120.00
	<b>**RAW MATERIALS**</b>			
RBAR5	No. 5 Rebar	300	1.25	375.00
RMC	Ready Mix Concrete 2500 PSI MIN (shade & swing)	18	200.00	3,600.00
FBLOCK	Footer Blocks	64	3.75	240.00
CC80	Concrete for Anchoring - Delivered Cost	72	8.40	604.80
GFAB	Weed Barrier	3,000	0.20	600.00
LPIN	Landscape pins for securing underlayment	3	55.00	165.00
	<b>**LABOR, RENTALS, INSTALLATION**</b>			
22-Rentals	Misc rentals for construction (excavator, forklift, dumpster, man-lift, conc pump)	1	3,400.00	3,400.00
DELFFEE	Equipment Delivery / Pick Up Fees	1	300.00	300.00
LBR	Labor and Installation- all items	1	31,500.00	31,500.00
ISPERMIT	PERMIT - STATE OF FLORIDA - COST NOT INCLUDED IN PRICE, COST SHALL BE \$2000 OR 5% OF TOTAL PROJECT COST, WHICHEVER IS GREATER. PRICE DOES NOT INCLUDE COST OF ENGINEERING OR SEALED DRAWINGS.	1	1,500.00	1,500.00
DSC	Discount	1	-2,000.00	-2,000.00

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\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Signature Name / Title Date

<b>Subtotal:</b>	\$104,641.53
<b>Sales Tax: (7.0%)</b>	\$0.00
<b>Total:</b>	<u>\$104,641.53</u>

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# SCENIC TERRACE NORTH PLAYGROUND AND DOG PARKS



ProPlaygrounds, The Play  
and Recreation Experts  
1-800-573-PLAY  
www.proplaygrounds.com

## DOG PARKS AND SITE FURNISHING EQUIPMENT

### PET WASTE STATION

Model: PBARK-490  
Quantity: 2



### WELCOME SIGN

Model: PBARK-477  
Quantity: 1



### 6' ULTRALEISURE STANDARD BENCH WITH BACK

SKU: B6WBULS  
Quantity: 4



### 3 HUMP WAVE BIKE RACK

Quantity: 1



## PLAYGROUND EQUIPMENT

### FIGGS LANDING PLAY SYSTEM

SKU: PKP012  
Quantity: 1  
Use Zone: 39' 4" X 41' 6"  
Age Group: 5 to 12 Years



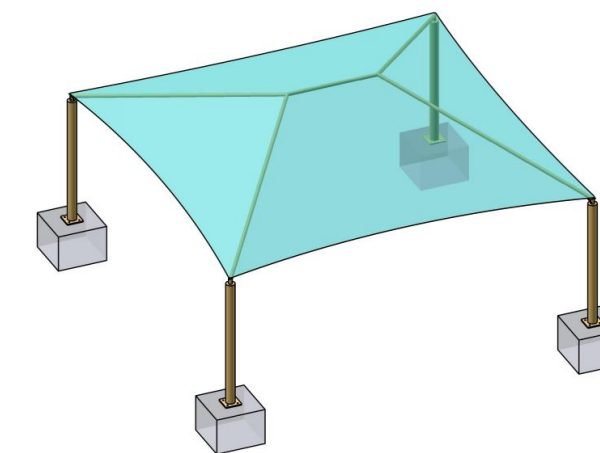
### 2 BAY- 1 CANTILEVER SINGLE POST SWING

SKU: PSW210WS  
Quantity: 1



### 20' X 20' HIP SHADE

Quantity: 1  
Size: 20' X 20'



### 6' ULTRALEISURE STANDARD BENCH WITH BACK

SKU: B6WBULS  
Quantity: 2



### 32-GAL EXPANDED METAL STANDARD TRASH RECEPTACLE

Quantity: 1



### 6' RECTANGLE PICNIC TABLE

Quantity: 2



### DESIGN APPROVAL

By signing or initialing below, you agree that you have reviewed this drawing carefully and approve all elements depicted in this drawing which include the specific items themselves and their colors and placement as well as any surfacing depicted on this drawing including the type of surfacing, colors, placement, layout, square footage, etc. Deviations or requests for changes from this plan after products have been ordered and/or work has begun may result in additional charges, change orders and delays to your project.

APPROVED BY:

\_\_\_\_\_

SIGNATURE / TITLE:

\_\_\_\_\_

DATE:

\_\_\_\_\_

### PROJECT NAME:

SCENIC TERRACE  
NORTH  
PLAYGROUND AND  
DOG PARKS

### ADDRESS:

2272 PARSLEY DR,  
HAINES CITY,  
FL 33844

REVISION:

1

DRAWN BY: MM

DATE: 01.30.2025

SHEET 1 OF 2

# SCENIC TERRACE NORTH PLAYGROUND AND DOG PARKS



ProPlaygrounds, The Play and Recreation Experts  
 1-800-573-PLAY  
 www.proplaygrounds.com

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APPROVED BY:

\_\_\_\_\_

SIGNATURE / TITLE:

\_\_\_\_\_

DATE:

\_\_\_\_\_

## PROJECT NAME:

SCENIC TERRACE NORTH  
 PLAYGROUND AND  
 DOG PARKS

## ADDRESS:

2272 PARSLEY DR,  
 HAINES CITY,  
 FL 33844

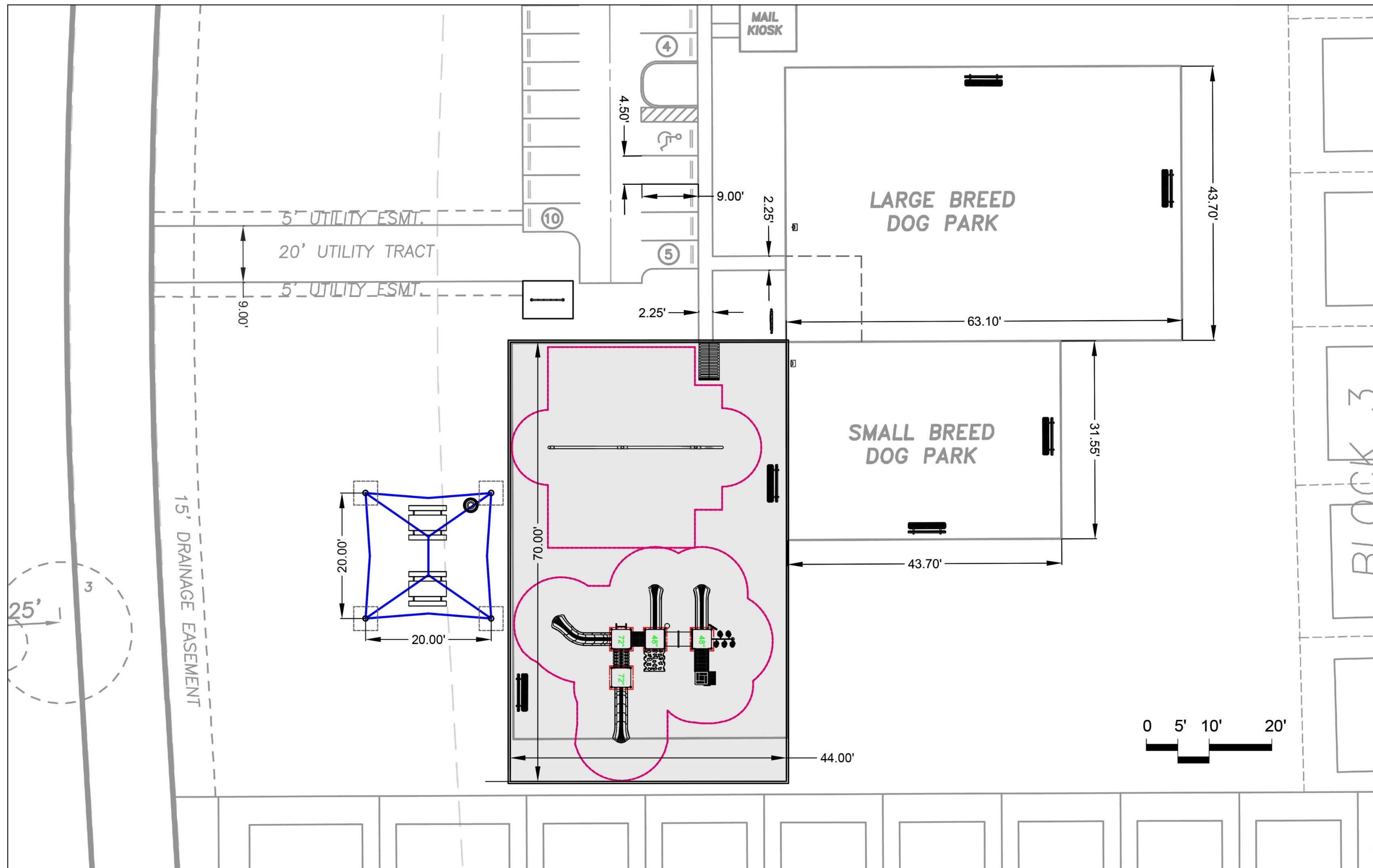
REVISION:

1

DRAWN BY: MM

DATE: 01.30.2025

SHEET 2 OF 2



### PLAYGROUND EQUIPMENT

- Figgs Landing Play System- PKP012
- 2 Bay- 1 Cantilever Single Post Swing- PSW210
- (2) X 6' UltraLeisure Standard Bench with back - B6WBULS
- 20' X 20' Hip Shade Structure
- (2) X 6' Rectangle Picnic Table
- 32- Gal Expanded Metal Standard Trash Receptacle
- 3 Hump Wave Bike Rack

### DOG PARKS EQUIPMENT

- Welcome Sign- PBARK-477
- (2) X Pet Waste Station-PBARK-490
- (4) X 6' standard Bench with Back- B6WBULS

### PLAYGROUND AREA SURFACING

- Loose Rubber Surfacing and Borders
- Total Surfacing Area: 3,080 SQ.FT. (70' X 44')

# SECTION V



**PLAYGROUND AND DOG PARK EQUIPMENT  
LEASE/PURCHASE AGREEMENT**

This Playground and Dog Park Equipment Lease/Purchase Agreement (the “Agreement”) dated as of February 19, 2025, and entered into by and between THM LEASING, LLC, a Florida limited liability company, as Lessor (“Lessor”), and the SCENIC TERRACE NORTH COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government and political subdivision of the State of Florida, organized and existing under the laws of the State of Florida, as Lessee (the “Lessee”).

**WITNESSETH:**

**WHEREAS**, Lessee desires to lease and acquire from Lessor certain equipment described in each Schedule (as each such term is defined herein), subject to the terms and conditions of, and for the purposes set forth in this Lease; and in the event of a conflict, the terms of a Schedule prevail; and

**WHEREAS**, the relationship between the parties shall be a continuing one and items of equipment may be added to the Equipment from time to time by execution of additional Schedules by the parties hereto and as otherwise provided herein; and

**WHEREAS**, Lessee is authorized under the constitution and laws of the State of Florida to enter into this Agreement and the Schedules hereto for the purposes set forth herein;

**NOW, THEREFORE**, for good and valuable consideration, receipt of which is hereby acknowledged, and in consideration of the premises hereinafter contained, the parties hereby agree as follows:

**ARTICLE I**

**DEFINITIONS**

**Section 1.01 Definitions**. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

**“Acquisition Amount”** means the amount specified in the Lease and represented by Lessee to be sufficient to acquire the Equipment listed in such Lease, which amount shall be not less than \$10.

**“Acquisition Fund”** means, with respect to this Lease, the fund established and held by the Acquisition Fund Custodian pursuant to the related Acquisition Fund Agreement, if any.

**“Acquisition Fund Agreement”** means, with respect to this Lease, an Acquisition Fund and Account Control Agreement in form and substance acceptable to and executed by the Lessee, the Lessor and the Acquisition Fund Custodian, pursuant to which an Acquisition Fund is established and administered, if any.

**“Acquisition Fund Custodian”** means the Acquisition Fund Custodian identified in any Acquisition Fund Agreement, and its successors and assigns.

**“Acquisition Period”** means, with respect to this Lease, that period stated in the Schedule to the Lease during which the Lease Proceeds attributable to the Lease may be expended on Equipment Costs.

**“Agreement”** means this Playground and Dog Park Equipment Lease/Purchase Agreement, including the exhibits hereto, together with any amendments and modifications to the Agreement pursuant to Section 13.06.

**“Certificate”** means the certificate executed by the Secretary or other comparable officer of Lessee, in substantially the form attached hereto as Exhibit C.

**“Code”** means Title 26 of the U.S. Code, except where otherwise indicated.

**“Commencement Date”** means the date when Lessee’s obligation to pay rent commences under such Lease, which date shall be the earlier of (i) the date on which the Equipment listed in this Lease is accepted by Lessee in the manner described in Section 5.01, and (ii) the date on which sufficient moneys to purchase the Equipment listed in such Lease are deposited for that purpose with an Acquisition Fund Custodian.

**“Equipment”** means the property listed in the Lease and all replacements, repairs, restorations, modifications and improvements hereof or thereto made pursuant to Section 8.01 of Article V. Whenever reference is made in this Agreement to Equipment listed in this Lease, such reference shall be deemed to include all such replacements, repairs, restorations, modifications and improvements of or to such Equipment.

**“Equipment Costs”** means the total cost of the Equipment listed in this Lease, including all delivery charges, installation charges, capitalizable consulting and training fees, legal fees, financing costs, and other costs necessary to vest full, clear legal title to the Equipment in Lessor, and otherwise incurred in connection with the financing provided by the lease-purchase of the Equipment as provided in the Lease.

**“Expense Fund”** means, with respect to this Lease, the fund established and held by the Acquisition Fund Custodian pursuant to the related Acquisition Fund Agreement, if any.

**“Event of Default”** means an Event of Default described in Section 12.01.

**“Lease”** means a Schedule and the terms of this Agreement which are incorporated by reference into such Schedule.

**“Lease Proceeds”** means, with respect to this Lease, the total amount of money to be paid by Lessee to Lessor the in accordance with the Agreement.

**“Lease Term”** for the Lease shall begin on the Commencement Date thereof and continue as specified in the Schedule applicable thereto.

“**Lessee**” means the entity or entities referred to as Lessee in the first paragraph of this Agreement.

“**Lessor**” means (a) the entity referred to as Lessor in the first paragraph of this Agreement or (b) any assignee or transferee of any right, title or interest of Lessor in and to the Equipment under a Lease (including Rental Payments thereunder) pursuant to Section 11.01, but does not include Lessee, any party taking a leasehold interest in the Equipment or any entity solely by reason of that entity retaining or assuming any obligation of Lessor to perform under a Lease.

“**Maximum Equipment Cost**” means \$104,641.53.

“**Purchase Price**” means, with respect to the Equipment listed on this Lease, the amount that Lessee may pay to Lessor to purchase such Equipment as provided in such Lease.

“**Rental Payments**” means the basic rental payments payable by Lessee under this Lease pursuant to Section 4.01, in each case consisting of a principal component and an interest component.

“**Schedule**” means each separately numbered Schedule of Property substantially in the form of **Exhibit A** hereto together with a Rental Payment Schedule attached thereto substantially in the form of **Exhibit A-1** hereto.

“**State**” means the State of Florida.

“**Utilization Period**” means the date by which Lessee must deliver an Acceptance Certificate for the Equipment under this Lease as indicated in Section 3.04(b).

“**Vendor**” means the manufacturer or supplier of the Equipment or any other person as well as the agents or dealers of the manufacturer or supplier from whom Lessor arranged Lessee’s acquisition and financing of the Equipment pursuant to the applicable Lease.

## ARTICLE II

### COVENANTS

**Section 2.01 Representations and Covenants of Lessee.** Lessee represents, covenants and warrants for the benefit of Lessor on the date hereof and as of the Commencement Date of the Lease as follows:

(a) Lessee is a political subdivision of the State within the meaning of Section 103(c) of the Code, duly organized and existing under the constitution and laws of the State with full power and authority to enter into this Agreement and the Lease and the transactions contemplated hereby and to perform all of its obligations hereunder.

(b) Lessee has duly authorized the execution and delivery of this Agreement and this Lease by proper action of its governing body at a meeting duly called, regularly

convened and attended throughout by the requisite quorum of the members thereof, or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Agreement and this Lease.

(c) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default exists at the date hereof.

(d) Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a political subdivision.

(e) Lessee has complied with such public bidding requirements as may be applicable to this Agreement and the Lease and the acquisition by Lessee of the Equipment as provided in the Lease.

(f) During the Lease Term, the Equipment will be used by Lessee only for the purpose of performing essential governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority. Lessee does not intend to sell or otherwise dispose of any interest in the Equipment prior to the last Rental Payment scheduled to be paid under each Lease.

(g) Lessee shall deliver to Lessor (i) annual audited financial statements (including (1) a balance sheet, (2) statement of revenues, expenses and changes in fund balances, (3) statement of cash flows and notes, and (4) schedules and attachments to the financial statements) within 270 days of its fiscal year end, (ii) such other financial statements and information as Lessor may reasonably request, and (iii) its annual budget for the following fiscal year within 30 days of the adoption thereof. The annual audited financial statements shall be accompanied by an unqualified opinion of Lessee's auditor. Credit information relating to Lessee may be disseminated among Lessor and any of its affiliates and any of their respective successors and assigns.

(h) Lessee has kept, and throughout the Lease Term of this Agreement will keep, its books and records in accordance with generally accepted accounting principles.

(i) Lessee has an immediate need for the Equipment listed on the Schedule and expects to make immediate use of the Equipment listed on the Schedule. Lessee's need for the Equipment is not temporary and Lessee does not expect the need for any item of the Equipment to diminish during the Lease Term .

(j) The payment of the Rental Payments or any portion thereof is not (under the terms of this Lease or any underlying arrangement) directly or indirectly (a) secured by any interest in property used or to be used in any activity carried on by any person other than a state or local governmental unit or payments in respect of such property; or (b) on a present value basis, derived from payments (whether or not to Lessee) in respect of property, or borrowed money, used or to be used in any activity carried on by any person other than a state or local governmental unit. The Equipment will not be used, directly or indirectly, in any activity carried on by any person other than a state or local

governmental unit. No portion of the Equipment Costs for the Equipment will be used, directly or indirectly, to make or finance loans to any person other than Lessee. Lessee has not entered into any management or other service contract with respect to the use and operation of the Equipment.

(k) There is no pending litigation, tax claim, proceeding or dispute that Lessee reasonably expects will materially and adversely affect Lessee's financial condition or impairs its ability to perform its obligations hereunder. Lessee will, at its expense, maintain its legal existence in good standing and do any further act and execute, acknowledge, deliver, file, register and record any further documents Lessor may reasonably request in order to protect Lessor's interest in the Equipment and Lessor's rights and benefits under this Lease.

### ARTICLE III

#### LEASE

**Section 3.01 Lease of Equipment.** Subject to the terms of this Agreement, Lessor agrees to provide the funds specified in this Lease to be provided by it to acquire the Equipment, up to an amount equal to the Maximum Equipment Cost. Upon the execution of this Lease, Lessor leases and lets to Lessee, and Lessee rents and leases from Lessor, the Equipment as set forth in such Lease and in accordance with the terms thereof.

**Section 3.02 Continuation of Lease Term.** Lessee intends to continue the Lease Term and to pay the Rental Payments thereunder. Lessee reasonably believes that an amount sufficient to make all Rental Payments during the entire Lease Term of the Lease can be obtained from legally available funds of Lessee. Lessee further intends to do all things lawfully within its power to obtain and maintain funds sufficient and available to discharge its obligation to make Rental Payments due hereunder, including making provision for such payments to the extent necessary in each budget or appropriation request submitted and adopted in accordance with applicable provisions of law, to have such portion of the budget or appropriation request approved and to exhaust all available reviews and appeals in the event such portion of the budget or appropriation request is not approved.

**Section 3.03 Abatement.** During any period in which, by reason of material damage or destruction or taking under the power of eminent domain (or sale to any entity threatening the use of such power) or material title defect with respect to any Equipment, there is substantial interference with the use and possession by Lessee of such Equipment, the Lessee's obligation to pay rent applicable to such Equipment shall be abated proportionately in whole or in part. Lessee shall immediately notify Lessor upon the occurrence of any event causing substantial interference with Lessee's use and possession of any Equipment, and such notice shall be provided prior to the abatement of any rent. The amount of abatement of the Lessee's obligation to pay rent shall be such that the remaining rental obligation of the Lessee for each rental period represents fair consideration for the use and possession of the portions of the Equipment that are not affected by such interference. Such abatement shall commence on the date that Lessee's use and possession of the affected Equipment is restricted because of such interference and end on the earlier of (i) the date on which the use and possession thereof are restored to Lessee, or (ii) the date on which

Lessee either (x) replaces the affected Equipment or (y) uses the proceeds of insurance or condemnation award to pay the applicable Purchase Price therefor. Notwithstanding any such interference with Lessee's use and possession of a portion of the Equipment, this Lease shall continue in full force and effect with respect to any remaining Equipment. To the extent applicable, Lessee waives the benefits of California Civil Code Section 1932, to the extent applicable, and any and all other rights to terminate this Lease by virtue of any interference with the use and possession of any Equipment.

**Section 3.04 Conditions to Lessor's Performance.**

(a) As a prerequisite to the performance by Lessor of any of its obligations pursuant to this Lease, Lessee shall deliver to Lessor the following:

(i) A fully completed Schedule, executed by Lessee;

(ii) An Acquisition Fund Agreement, if applicable;

(iii) A Certificate executed by the Secretary or other comparable officer of Lessee, in substantially the form attached hereto as Exhibit C, completed to the satisfaction of Lessor;

(iv) Proof of official action of Lessee's governing body authorizing the execution and delivery of this Lease and performance by Lessee of its obligations hereunder;

(v) Evidence of insurance as required by Section 7.02 hereof;

(vi) All documents, including financing statements, affidavits, notices and similar instruments, in form satisfactory to Lessor, which Lessor deems necessary or appropriate at that time pursuant to Section 6.01 and 6.02;

(vii) Such other items, if any, as are set forth in such Lease or are reasonably required by Lessor.

(b) In addition, the performance by Lessor of any of its obligations pursuant to this Lease shall be subject to: (i) no material adverse change in the financial condition of Lessee since the date of this Lease, (ii) no Event of Default having occurred, and (iii) if no Acquisition Fund has been established, the Equipment must be accepted by Lessee no later than \_\_\_\_\_ (the "Utilization Period").

(c) Subject to satisfaction of the foregoing, Lessor will pay the Acquisition Amount for Equipment described in the Schedule to the Vendor upon receipt of the documents described in Sections 5.01(a) and (b); or if an Acquisition Fund has been established pursuant to an Acquisition Fund Agreement, Lessor will deposit the Acquisition Amount for Equipment described in the Schedule with the Acquisition Fund Custodian.

(d) Lessee will cooperate with Lessor in Lessor's review of this proposed Lease. Without limiting the foregoing, Lessee will provide Lessor with any documentation

or information Lessor may request in connection with Lessor's review of any proposed Lease. Such documentation may include, without limitation, documentation concerning the Equipment and its contemplated use and location and documentation or information concerning the financial status of Lessee and other matters related to Lessee.

## ARTICLE IV

### PAYMENT AND PREPAYMENT OF RENT

**Section 4.01 Rental Payments.** Lessee shall promptly pay Rental Payments, in lawful money of the United States of America, to Lessor on the dates and in such amounts as provided in this Lease. Lessee shall pay Lessor a charge on any Rental Payment not paid on the date such payment is due at the stated rate plus fourteen percent [14%] per annum or the maximum amount permitted by law, whichever is less, from such date. Lessee shall not permit the federal government to guarantee any Rental Payments under this Lease. Rental Payments consist of principal and interest payments as more fully detailed on the Schedule, the interest on which begins to accrue as of the Commencement Date for each such Schedule.

**Section 4.02 Interest and Principal Components.** A portion of each Rental Payment is paid as, and represents payment of, interest, and the balance of each Rental Payment is paid as, and represents payment of, principal. The Lease shall set forth the principal and interest components of each Rental Payment payable thereunder during the Lease Term.

**Section 4.03 Rental Payments to Constitute a Current Expense of Lessee.** Lessor and Lessee understand and intend that the obligation of Lessee to pay Rental Payments under this Lease shall constitute a current expense of Lessee payable solely from its general fund or other funds that are legally available for that purpose and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by Lessee, nor shall anything contained herein or in a Lease constitute a pledge of any general tax revenues, funds or moneys of Lessee.

**Section 4.04 Rental Payments to be Unconditional.** Except as provided in Section 3.03, the obligations of Lessee to make Rental Payments and to perform and observe the other covenants and agreements contained in this Lease shall be absolute and unconditional in all events without abatement, diminution, deduction, set-off or defense, for any reason, including without limitation any failure of the Equipment, after it has been accepted by Lessee, any defects, malfunctions, breakdowns or infirmities in the equipment or any accident, condemnation or unforeseen circumstances. Lessee's obligations to make Rental Payments or pay other amounts hereunder shall not be abated on account of obsolescence or failure of the Equipment to perform as desired.

**Section 4.05 Tax Covenant.** Lessee agrees that it will not take any action that would cause the interest component of Rental Payments to be or to become ineligible for the exclusion from gross income of the owner or owners thereof for federal income tax purposes, nor will it omit to take or cause to be taken, in timely manner, any action, which omission would cause the interest component of Rental Payments to be or to become ineligible for the exclusion from gross income of the owner or owners thereof for federal income tax purposes. Lessee makes no representation

as to the excludability of any interest payment from federal, state, or local taxation.

**Section 4.06 Event of Taxability.** Upon the occurrence of an Event of Taxability, the interest component shall be at a Taxable Rate retroactive to the date as of which the interest component is determined by the Internal Revenue Service to be includible in the gross income of the owner or owners thereof for federal income tax purposes, and Lessee will not pay any additional amount.

For purposes of this Section, “Event of Taxability” means a determination that the interest component is includible for federal income tax purposes in the gross income of the owner thereof due to Lessee’s action or failure to take any action.

**Section 4.07 Mandatory Prepayment.** If the Lease Proceeds are deposited into an Acquisition Fund, any funds remaining in the Acquisition Fund on or after the Acquisition Period and not applied to Equipment Costs, shall be applied by Lessor on the next Rental Payment date to the prepayment of the principal component of the outstanding Rental Payments due under the applicable Schedule in inverse order of maturity.

## ARTICLE V

### THE EQUIPMENT

**Section 5.01 Delivery, Installation and Acceptance of Equipment.** (a) Lessee shall order the Equipment, cause the Equipment to be delivered and installed at the location specified in the Leases and pay any and all delivery and installation costs and other Equipment Costs in connection therewith (which amounts may be funded from the Acquisition Fund or amounts from the Acquisition Fund will be used to reimburse Lessee for any prior payment from Lessee’s own funds). When the Equipment listed in this Lease has been delivered and installed, Lessee shall promptly accept such Equipment and evidence said acceptance by executing and delivering to Lessor an acceptance certificate in the form attached hereto as **Exhibit B.**

(b) Lessee shall deliver to Lessor original invoices and bills of sale (if title to such Equipment has passed to Lessee) relating to each item of Equipment accepted by Lessee. With respect to Equipment not purchased through an Acquisition Fund, Lessor shall, upon receipt of an Acceptance Certificate from Lessee, prepare a Schedule of Property and Rental Payment Schedule. Lessee shall execute and deliver such Schedules to Lessor within five (5) business days of receipt.

**Section 5.02 Enjoyment of Equipment.** Lessor shall provide Lessee with quiet use and enjoyment of the Equipment during the Lease Term, and Lessee shall peaceably and quietly have, hold and enjoy the Equipment during the Lease Term, without suit, trouble or hindrance from Lessor, except as otherwise expressly set forth in the related Lease. Lessor shall not interfere with such quiet use and enjoyment during the Lease Term so long as Lessee is not in default under the related Lease.

**Section 5.03 Location; Inspection.** Once installed, no item of the Equipment will be moved from the location specified for it in the Lease on which such item is listed without



Lessor's consent, which consent shall not be unreasonably withheld. Lessor shall have the right at all reasonable times during regular business hours to enter into and upon the property of Lessee for the purpose of inspecting the Equipment.

**Section 5.04 Use and Maintenance of the Equipment.** Lessee will not install, use, operate, or maintain the Equipment improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by the related Lease. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Equipment. In addition, Lessee agrees to comply in all respects with all applicable laws, regulations and rulings of any legislative, executive, administrative, or judicial body; provided that Lessee may contest in good faith the validity or application of any such law, regulation or ruling in any reasonable manner that does not, in the opinion of Lessor, adversely affect the interest (including the reversionary interest) of Lessor in and to the Equipment or its interest or rights under the Lease.

Lessee agrees that it will maintain, preserve, and keep the Equipment in good repair and working order, in accordance with manufacturer's recommendations. Lessor shall have no responsibility to maintain, repair or make improvements or additions to the Equipment.

Lessee shall not alter any item of Equipment or install any accessory, equipment or device on an item of Equipment if that would impair any applicable warranty, the originally intended function or the value of that Equipment. All repairs, parts, accessories, equipment and devices furnished, affixed to or installed on any Equipment, excluding temporary replacements, shall thereupon become subject to the interest of Lessor therein.

## ARTICLE VI

### TITLE AND SECURITY

**Section 6.01 Title to the Equipment.** During the Lease Term, all right, title and interest in and to each item of the Equipment shall be vested in Lessor. Lessee shall at all times protect and defend, at its own cost and expense, Lessor's title in and to the Equipment from and against all claims, liens and legal processes of its creditors, and keep all Equipment free and clear of all such claims, liens and processes. Upon purchase of the Equipment under a Lease by Lessee pursuant to Section 10.01, Lessor shall transfer to Lessee title to the Equipment, as-is, without warranty of any kind other than as to the absence of liens created by or through Lessor, and shall execute and deliver to Lessee such documents as Lessee may reasonably request to evidence the transfer of Lessor's right, title and interest in the Equipment subject to the related Lease.

**Section 6.02 Security Interest.** As additional security for the payment of all of Lessee's obligations under this Lease, upon the execution of this Lease, Lessee grants to Lessor a security interest constituting a first lien on (a) Lessee's right, title and interest in the Equipment applicable to such Lease, (b) moneys and investments held from time to time in the Acquisition Fund, if any, and (c) any and all proceeds of any of the foregoing. Lessee agrees to execute and authorizes Lessor to file such notices of assignment, chattel mortgages, financing statements and other documents, in form satisfactory to Lessor, which Lessor deems necessary or appropriate to

establish and maintain Lessor's security interest in the Equipment, the Acquisition Fund and the proceeds thereof.

**Section 6.03 Personal Property.** The Equipment is and will remain personal property and will not be deemed to be affixed to or a part of the real estate on which it may be situated, notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner physically affixed or attached to real estate or any building thereon. Upon the request of Lessor, Lessee will, at Lessee's expense, furnish a waiver of any interest in the Equipment from any party having an interest in any such real estate or building.

## ARTICLE VII

### TAXES, CHARGES AND INSURANCE

**Section 7.01 Liens, Taxes, Other Governmental Charges and Utility Charges.** Lessee shall keep the Equipment free of all levies, liens, and encumbrances except those created by this Lease. The parties to this Agreement contemplate that the Equipment will be used for a governmental or proprietary purpose of Lessee and that the Equipment will therefore be exempt from all property taxes. If the use, possession or acquisition of any Equipment is nevertheless determined to be subject to taxation, Lessee shall pay when due all taxes and governmental charges lawfully assessed or levied against or with respect to such Equipment. Lessee shall pay all utility and other charges incurred in the use and maintenance of the Equipment. Lessee shall pay such taxes or charges as the same may become due; provided that, with respect to any such taxes or charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as accrue during the Lease Term.

**Section 7.02 Insurance.** Lessee shall during the Lease Term maintain or cause to be maintained casualty insurance insuring the Equipment against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State, and any other risks reasonably required by Lessor, in an amount at least equal to the then-applicable Purchase Price of the Equipment; provided that, with Lessor's prior written consent, Lessee may self-insure against the risks described herein. Lessee shall furnish to Lessor evidence of such insurance or self-insurance coverage throughout the Lease Term. Lessee shall not cancel or modify such insurance or self-insurance coverage in any way that would affect the interests of Lessor without first giving written notice thereof to Lessor at least thirty (30) days in advance of such cancellation or modification.

**Section 7.03 Advances.** In the event Lessee shall fail to keep the Equipment in good repair and working order, Lessor may, but shall be under no obligation to, maintain and repair the Equipment and pay the cost thereof. All amounts so advanced by Lessor shall constitute additional rent for the Lease Term and Lessee covenants and agrees to pay such amounts so advanced by Lessor with interest thereon from the due date until paid at the rate of fourteen percent (14%) per annum or the maximum amount permitted by law, whichever is less.

## ARTICLE VIII

### DAMAGE TO AND REPLACEMENT OF EQUIPMENT

**Section 8.01 Damage, Destruction and Condemnation.** Unless Lessee shall have exercised its option to purchase the Equipment by making payment of the Purchase Price as provided in the related Lease, if, prior to the termination of the applicable Lease Term, (a) the Equipment or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty or (b) title to, or the temporary use of, the Equipment or any part thereof shall be taken under the exercise or threat of the power of eminent domain by any governmental body or by any person, firm or corporation acting pursuant to governmental authority, Lessee and Lessor will cause the Net Proceeds of any insurance claim or condemnation award or sale under threat of condemnation to be applied to the prompt replacement, repair, restoration, modification or improvement of the Equipment. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to Lessee.

If Lessee elects to replace any item of the Equipment (the “Replaced Equipment”) pursuant to this Section, the replacement equipment (the “Replacement Equipment”) shall be of similar type, utility and condition to the Replaced Equipment and shall be of equal or greater value and useful life than the Replaced Equipment. Lessee shall represent, warrant and covenant to Lessor that each item of Replacement Equipment is free and clear of all claims, liens, security interests and encumbrances, excepting only those liens created by or through Lessor, and shall provide to Lessor any and all documents as Lessor may reasonably request in connection with the replacement, including, but not limited to, documentation in form and substance satisfactory to Lessor evidencing Lessor’s title in the Replacement Equipment. Lessor and Lessee hereby acknowledge and agree that any Replacement Equipment acquired pursuant to this paragraph shall constitute “Equipment” for purposes of this Agreement and the related Lease. Lessee shall complete the documentation of Replacement Equipment on or before the next Rent Payment date after the occurrence of a casualty event or be required to exercise the Purchase Option with respect to the damaged equipment.

For purposes of this Article, the term “Net Proceeds” shall mean the amount remaining from the gross proceeds of any insurance claim or condemnation award or sale under threat of condemnation after deducting all expenses, including attorneys’ fees, incurred in the collection thereof.

**Section 8.02 Insufficiency of Net Proceeds.** If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement referred to in Section 8.01, Lessee shall either (a) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds, or (b) pay or cause to be paid to Lessor the amount of the then applicable Purchase Price for the Equipment, and, upon such payment, the applicable Lease Term shall terminate and Lessor’s interest in the Equipment shall terminate as provided in Section 6.01. The amount of the Net Proceeds, if any, remaining after completing such repair, restoration, modification or improvement or after purchasing such Equipment and such other Equipment shall be retained by Lessee. If Lessee

shall make any payments pursuant to this Section, Lessee shall not be entitled to any reimbursement therefor from Lessor nor shall Lessee be entitled to any diminution of the amounts payable under Article IV.

## ARTICLE IX

### WARRANTIES

**Section 9.01 Disclaimer of Warranties.** Lessor makes no warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for particular purpose or fitness for use of the Equipment, or any other warranty or representation, express or implied, with respect thereto and, as to Lessor, Lessee's acquisition of the Equipment shall be on an "as is" basis. In no event shall Lessor be liable for any incidental, indirect, special or consequential damage in connection with or arising out of this Agreement, this Lease, the Equipment or the existence, furnishing, functioning or Lessee's use of any item, product or service provided for in this Agreement or Lease.

**Section 9.02 Vendor's Warranties.** Lessor hereby irrevocably appoints Lessee its agent and attorney-in-fact during the Lease Term, so long as Lessee shall not be in default under the related Lease, to assert from time to time whatever claims and rights (including without limitation warranties) relating to the Equipment that Lessor may have against Vendor. Lessee's sole remedy for the breach of such warranty, indemnification or representation shall be against Vendor of the Equipment, and not against Lessor. Any such matter shall not have any effect whatsoever on the rights of Lessor with respect to this Lease, including the right to receive full and timely payments under a Lease. Lessee expressly acknowledges that Lessor makes, and has made, no representations or warranties whatsoever as to the existence or the availability of such warranties by Lessor of the Equipment.

## ARTICLE X

### PURCHASE OF EQUIPMENT

**Section 10.01 Purchase Option.** Lessee shall have the option to purchase all of the Equipment listed in a Lease, upon giving written notice to Lessor at least thirty (30), but not more than one hundred twenty (120), days before the date of purchase, at the following times and upon the following terms:

(a) From and after the date specified in the related Schedule (the "Purchase Option Commencement Date"), on the Rental Payment dates specified in the Lease, upon payment in full of the Rental Payments then due under such Lease plus the then applicable Purchase Price, which may include a prepayment premium on the unpaid balance as set forth in the applicable Schedule; or

(b) In the event of substantial damage to or destruction or condemnation of substantially all of the Equipment listed in a Lease, on the day specified in Lessee's notice to Lessor of its exercise of the purchase option upon payment in full to Lessor of the

Rental Payments then due under such Lease plus the then applicable Purchase Price; or

(c) Upon the expiration of the Lease Term, upon payment in full of all Rental Payments then due and all other amounts then owing under the Lease, and the payment of \$10.00 to Lessor.

After payment of the applicable Purchase Price, Lessee will own the related Equipment, and Lessor's right, title and interests in and to such Equipment will be transferred and terminated in accordance with Section 6.01.

## ARTICLE XI

### ASSIGNMENT

**Section 11.01 Assignment by Lessor.** Lessor's right, title and interest in and to Rental Payments and any other amounts payable by Lessee under the Lease, its interest in the Equipment subject to each such Lease, and all proceeds therefrom may be assigned and reassigned in whole or in part to one or more assignees or sub-assignees by Lessor, without the necessity of obtaining the consent of Lessee; *provided, however*, that any such assignment, transfer or conveyance to a trustee for the benefit of owners of certificates of participation shall be made in a manner that conforms to any applicable State law. Nothing in this Section 11.01 shall be construed, however, to prevent Lessor from executing any such assignment, transfer or conveyance that does not involve funding through the use of certificates of participation within the meaning of applicable State law, including any such assignment, transfer or conveyance as part of a multiple asset pool to a partnership or trust, interests in which are offered and sold in a private placement or limited offering only to investors whom Lessor reasonably believes are qualified institutional buyers or accredited investors within the meaning of the applicable federal securities law; *provided further, however*, that in any event, Lessee shall not be required to make Rental Payments, to send notices or to otherwise deal with respect to matters arising under a Lease with or to more than one individual or entity. No assignment, transfer or conveyance permitted by this Section 11.01 shall be effective until Lessee shall have received a written notice of assignment that discloses the name and address of each such assignee; *provided, however*, that if such assignment is made to a bank or trust company as trustee or paying agent for owners of certificates of participation, trust certificates or partnership interests with respect to the Rental Payments payable under a Lease, it shall thereafter be sufficient that Lessee receives notice of the name and address of the bank or trust company as trustee or paying agent. During the term of the Lease, Lessee shall keep, or cause to be kept, a complete and accurate record of all such assignments in form necessary to comply with Section 149 of the Code. Lessee shall retain all such notices as a register of all assignees and shall make all payments to the assignee or assignees designated in such register. Lessee shall not have the right to and shall not assert against any assignee any claim, counterclaim or other right Lessee may have against Lessor or the Vendor. Assignments in part may include without limitation assignment of all of Lessor's interest in and to the Equipment listed in a particular Lease and all rights in, to and under the Lease related to such Equipment. The option granted in this Section may be separately exercised from time to time with respect to the Equipment listed in the Lease, but such option does not permit the assignment of less than all of Lessor's interests in the Equipment listed in a single Lease. Lessor acknowledges and agrees that any assignment under this Section shall not, and shall not purport

to, alter or modify in any respect Lessee's obligations to perform in accordance with the terms of this Agreement and the related Lease in accordance with their terms as originally executed. Any assignment under this Section shall be subject to the condition that Lessee shall incur no costs nor be required to provide or execute any documents or participate in any manner in connection with such assignment, and Lessor and any such assignee shall be solely responsible for compliance with all securities and other laws in connection with such assignment. Lessor acknowledges that this Agreement and the Lease has not been and will not be registered under the Securities Act of 1933 or any state securities laws and that Lessee has not and will not prepare any offering or disclosure materials or documents for use in connection with this Agreement or any assignment under this Section.

**Section 11.02 Assignment and Subleasing by Lessee.** None of Lessee's right, title, and interest in, to and under this Lease or any portion of the Equipment may be assigned or encumbered by Lessee for any reason.

## ARTICLE XII

### DEFAULTS AND REMEDIES

**Section 12.01 Events of Default Defined.** Any of the following events shall constitute an "Event of Default" under a Lease:

- (a) Failure by Lessee to pay any Rental Payment or other payment required to be paid under this Lease at the time specified herein;
- (b) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in subparagraph (a) above, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied is given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; provided that, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected;
- (c) Any statement, representation or warranty made by Lessee in or pursuant to this Lease or its execution, delivery or performance shall prove to have been false, incorrect, misleading, or breached in any material respect on the date when made;
- (d) Any default occurs under any other agreement for borrowing money or receiving credit under which Lessee may be obligated as borrower, if such default consists of (i) the failure to pay any indebtedness when due or (ii) the failure to perform any other obligation thereunder and gives the holder of the indebtedness the right to accelerate the indebtedness or pursue other remedies;
- (e) Lessee shall (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Lessee, or of all or a substantial part of the assets of

Lessee, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against it under applicable federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Lessee in any bankruptcy, reorganization or insolvency proceeding; or

(f) An order, judgment or decree shall be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator or Lessee or of all or a substantial part of the assets of Lessee, in each case without its application, approval or consent, and such order, judgment or decree shall continue unstayed and in effect for any period of thirty (30) consecutive days.

**Section 12.02 Remedies on Default.** Whenever any Event of Default exists, Lessor shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

(a) By written notice to Lessee, Lessor may without terminating such Lease, collect each Rental Payment payable by Lessee pursuant to such Lease and other amounts payable by Lessee under such Lease as they become due and payable;

(b) With or without terminating the Lease Term under such Lease, Lessor may enter the premises where the Equipment listed in such Lease is located and retake possession of such Equipment or require Lessee at Lessee's expense to promptly return any or all of such Equipment to the possession of Lessor at such place within the United States as Lessor shall specify, and sell or lease such Equipment or, for the account of Lessee, sublease such Equipment, continuing to hold Lessee liable, but solely from legally available funds, for the difference between (i) the Rental Payments payable by Lessee pursuant to such Lease and other amounts related to such Lease or the Equipment listed therein that are payable by Lessee to the end of the Lease Term, and (ii) the net proceeds of any such sale, leasing or subleasing (after deducting all expenses of Lessor in exercising its remedies under such Lease, including without limitation all expenses of taking possession, storing, reconditioning and selling or leasing such Equipment and all brokerage, auctioneer's and attorney's fees). The exercise of any such remedies respecting any such Event of Default shall not relieve Lessee of any other liabilities under any other Lease or the Equipment listed therein;

(c) Lessor may take whatever action at law or in equity may appear necessary or desirable to enforce its rights under such Lease or as a secured party in any or all of the Equipment subject to such Lease; and

(d) By action pursuant to Florida law, or as otherwise provided by law, obtain the issuance of a writ of mandamus enforcing, for the entire balance of the remaining Lease Term, the duty of Lessee to appropriate and take all other administrative steps necessary for the payment of rents, and other amounts due hereunder.

**Section 12.03 No Remedy Exclusive.** No remedy herein conferred upon or reserved to

Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease now or hereafter existing at law or in equity, provided that Lessor shall have no right to accelerate any Rental Payment or otherwise declare any Rental Payment or other amount payable not then in default to be immediately due and payable. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Lessor to exercise any remedy reserved to it in this Article it shall not be necessary to give any notice other than such notice as may be required in this Article.

**Section 12.04 Application of Moneys.** Any net proceeds from the exercise of any remedy under this Agreement, including the application specified in Section 12.02(b)(ii) (after deducting all expenses of Lessor in exercising such remedies including without limitation all expenses of taking possession, storing, reconditioning and selling or leasing Equipment and all brokerage, auctioneer's or attorney's fees), shall be applied as follows:

- (a) If such remedy is exercised solely with respect to a single Lease, Equipment listed in such Lease or rights thereunder, then to amounts due pursuant to such Lease and other amounts related to such Lease or such Equipment.

## ARTICLE XIII

### MISCELLANEOUS

**Section 13.01 Notices.** All notices, certificates or other communications under this Lease shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, or delivered by overnight courier, or sent by facsimile transmission (with electronic confirmation) to the parties hereto at the addresses immediately after the signatures to this Agreement (or at such other address as either party hereto shall designate in writing to the other for notices to such party) and to any assignee at its address as it appears on the registration books maintained by Lessee.

**Section 13.02 E-Verify.** The Lessor shall comply with and perform all provisions of Section 448.095, Florida Statutes. Accordingly, as a condition precedent to entering into this Agreement, Lessor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. If the Lessor anticipates entering into agreements with a subcontractor for services under this Agreement, Lessor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, Florida Statutes, and stating that the subcontractor has registered with and uses the E-Verify system and does not employ, contract with, or subcontract with an unauthorized alien. Lessor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the Lessee upon request. Any party may terminate this Agreement or any subcontract hereunder if there is a good faith belief on the part of the terminating party that a contracting party has knowingly violated Section 448.09(1), Florida Statutes. Upon such termination, Lessor shall be liable for any additional costs incurred by the Lessee because of the termination. If the Lessee has a good faith belief that a subcontractor has violated Section 448.095,



Florida Statutes, but the Lessor has otherwise complied with its obligations hereunder, the Lessee shall promptly notify the Lessor. The Lessor agrees to immediately terminate the agreement with the subcontractor upon notice from the Lessee.

**Section 13.03 Release and Indemnification.** To the extent permitted by law, but only from legally available funds, without waiving available insurance coverage, and only up to the monetary limits of liability granted in Section 768.28, *Florida Statutes*). Lessee shall indemnify, protect, hold harmless, save and keep harmless Lessor from and against any and all liability, obligation, loss, claim, tax and damage whatsoever, regardless of cause thereof, and all expenses in connection therewith (including, without limitation, counsel fees and expenses, penalties connected therewith imposed on interest received) arising out of or as a result of (a) the entering into of this Agreement or Lease, (b) the ownership of any item of the Equipment, (c) the ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of any item of the Equipment, (d) any accident in connection with the operation, use, condition, possession, storage or return of any item of the Equipment resulting in damage to property or injury to or death to any person, and/or (e) the breach of any covenant in the Lease or any material misrepresentation contained in the Lease. The indemnification arising under this paragraph shall continue in full force and effect notwithstanding the full payment of all obligations under all Leases or the termination of the Lease Term under all Leases for any reason. Notwithstanding the foregoing, nothing herein shall be deemed as a waiver of the Lessee 's sovereign immunity or the Lessee's limits of liability as set forth in Section 768.28, Florida Statutes or other law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

**Section 13.04 Binding Effect.** This Agreement and Lease shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

**Section 13.05 Severability.** In the event any provision of this Agreement and/or Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

**Section 13.06 Amendments, Changes and Modifications.** This Agreement and Lease may only be amended by Lessor and Lessee in writing.

**Section 13.07 Execution in Counterparts.** This Agreement and Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**Section 13.08 Applicable Law.** This Agreement and Lease shall be governed by and construed in accordance with the laws of the State.

**Section 13.09 Captions.** The captions or headings in this Agreement and in this Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections herein.

*[Signatures on following page]*

**IN WITNESS WHEREOF**, Lessor and Lessee have caused this Agreement to be executed in their names by their duly authorized representatives as of the date first above written.

**LESSOR:**

THM Leasing, LLC  
1653 Crump Rd  
Winter Haven, Florida 33881

**LESSEE:**

Scenic Terrace North  
Community Development District  
219 East Livingston Street  
Orlando, Florida 32801  
Attention: District Manager

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

**EXHIBIT A**

**SCHEDULE OF PROPERTY NO. 1**

**Dated: February 19, 2025**

Re: Playground and Dog Park Equipment Lease/Purchase Agreement, dated as of February 19, 2025, by and between THM Leasing, LLC as Lessor, and the Scenic Terrace North Community Development District, as Lessee

**1. Defined Terms.** All terms used herein have the meanings ascribed to them in the above-referenced Playground and Dog Park Equipment Lease/Purchase Agreement (the “Playground and Dog Park Equipment Lease”).

**2. Equipment.** The following items of Equipment are hereby included under this Schedule of the Playground and Dog Park Equipment Lease:

[See Attached Exhibit A-2]

**3. Payment Schedule.**

(a) *Rental Payments.* The Rental Payments shall be in such amounts and payable on such dates as set forth in the Rental Payment Schedule attached to this Schedule as Exhibit A-1.

(b) *Purchase Price Schedule.* The Purchase Price on each Rental Payment date for the Equipment listed in this Schedule shall be the amount set forth for such Rental Payment date in the “Purchase Price” column of the Rental Payment Schedule attached to this Schedule. The Purchase Price is in addition to all Rental Payments then due under this Schedule (including the Rental Payment shown on the same line in the Rental Payment Schedule).

**4. Representations, Warranties and Covenants.** Lessee hereby represents, warrants and covenants that its representations, warranties and covenants set forth in the Playground and Dog Park Equipment Lease are true and correct as though made on the date of commencement of Rental Payments on this Schedule. Lessee further represents and warrants that no material adverse change in Lessee’s financial condition has occurred since the date of the Playground and Dog Park Equipment Lease.

**5. The Lease.** The terms and provisions of the Playground and Dog Park Equipment Lease are hereby incorporated into this Schedule by reference and made a part hereof.

**[Remainder of Page Intentionally Left Blank]**

**6. Purchase Option Commencement Date.** For purposes of Section 10.01 of the Lease, the Purchase Option Commencement Date is February 19, 2025.

**LESSOR:**

THM Leasing, LLC  
1653 Crump Rd  
Winter Haven, Florida 33880

**LESSEE:**

Scenic Terrace North Community Development District  
219 East Livingston Street  
Orlando, Florida 32801  
Attention: District Manager

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

This Counterpart No. 1 must be manually executed and in serially numbered counterparts. To the extent that this Lease constitutes chattel paper (as defined in the Uniform Commercial Code), no security interest herein may be created through the transfer or possession of any Counterpart other than this Counterpart No. 1.

**EXHIBIT A-1**  
**RENTAL PAYMENT SCHEDULE**

**Scenic Terrance North CDD**

<i>Period Ending</i>	<i>Principal</i>	<i>Coupon</i>	<i>Interest</i>	<i>Debt Service</i>
04/01/2025	1,214.01	14.000%	1,220.82	2,434.83
05/01/2025	1,228.17	14.000%	1,206.65	2,434.82
06/01/2025	1,242.50	14.000%	1,192.33	2,434.83
07/01/2025	1,257.00	14.000%	1,177.83	2,434.83
08/01/2025	1,271.66	14.000%	1,163.16	2,434.82
09/01/2025	1,286.50	14.000%	1,148.33	2,434.83
10/01/2025	1,301.51	14.000%	1,133.32	2,434.83
11/01/2025	1,316.69	14.000%	1,118.14	2,434.83
12/01/2025	1,332.05	14.000%	1,102.77	2,434.82
01/01/2026	1,347.59	14.000%	1,087.23	2,434.82
02/01/2026	1,363.31	14.000%	1,071.51	2,434.82
03/01/2026	1,379.22	14.000%	1,055.61	2,434.83
04/01/2026	1,395.31	14.000%	1,039.52	2,434.83
05/01/2026	1,411.59	14.000%	1,023.24	2,434.83
06/01/2026	1,428.06	14.000%	1,006.77	2,434.83
07/01/2026	1,444.72	14.000%	990.11	2,434.83
08/01/2026	1,461.57	14.000%	973.25	2,434.82
09/01/2026	1,478.62	14.000%	956.20	2,434.82
10/01/2026	1,495.87	14.000%	938.95	2,434.82
11/01/2026	1,513.33	14.000%	921.50	2,434.83
12/01/2026	1,530.98	14.000%	903.84	2,434.82
01/01/2027	1,548.84	14.000%	885.98	2,434.82
02/01/2027	1,566.91	14.000%	867.91	2,434.82
03/01/2027	1,585.19	14.000%	849.63	2,434.82
04/01/2027	1,603.69	14.000%	831.14	2,434.83
05/01/2027	1,622.40	14.000%	812.43	2,434.83
06/01/2027	1,641.33	14.000%	793.50	2,434.83
07/01/2027	1,660.47	14.000%	774.35	2,434.82
08/01/2027	1,679.85	14.000%	754.98	2,434.83
09/01/2027	1,699.45	14.000%	735.38	2,434.83
10/01/2027	1,719.27	14.000%	715.55	2,434.82
11/01/2027	1,739.33	14.000%	695.50	2,434.83
12/01/2027	1,759.62	14.000%	675.20	2,434.82
01/01/2028	1,780.15	14.000%	654.67	2,434.82
02/01/2028	1,800.92	14.000%	633.91	2,434.83
03/01/2028	1,821.93	14.000%	612.89	2,434.82
04/01/2028	1,843.19	14.000%	591.64	2,434.83
05/01/2028	1,864.69	14.000%	570.14	2,434.83
06/01/2028	1,886.44	14.000%	548.38	2,434.82
07/01/2028	1,908.45	14.000%	526.37	2,434.82
08/01/2028	1,930.72	14.000%	504.11	2,434.83
09/01/2028	1,953.24	14.000%	481.58	2,434.82
10/01/2028	1,976.03	14.000%	458.79	2,434.82
11/01/2028	1,999.09	14.000%	435.74	2,434.83
12/01/2028	2,022.41	14.000%	412.42	2,434.83
01/01/2029	2,046.00	14.000%	388.82	2,434.82
02/01/2029	2,069.87	14.000%	364.95	2,434.82
03/01/2029	2,094.02	14.000%	340.80	2,434.82
04/01/2029	2,118.45	14.000%	316.37	2,434.82
05/01/2029	2,143.17	14.000%	291.66	2,434.83
06/01/2029	2,168.17	14.000%	266.66	2,434.83
07/01/2029	2,193.47	14.000%	241.36	2,434.83
08/01/2029	2,219.06	14.000%	215.77	2,434.83
09/01/2029	2,244.94	14.000%	189.88	2,434.82
10/01/2029	2,271.14	14.000%	163.69	2,434.83
11/01/2029	2,297.63	14.000%	137.19	2,434.82
12/01/2029	2,324.44	14.000%	110.39	2,434.83
01/01/2030	2,351.56	14.000%	83.27	2,434.83
02/01/2030	2,378.99	14.000%	55.83	2,434.82
03/01/2030	2,406.75	14.000%	28.08	2,434.83
	104,641.53		41,447.99	146,089.52

**EXHIBIT A-2  
EQUIPMENT**



# TRUST == *the* == EXPERTS

For over a decade, our customers have entrusted us to provide safe and affordable playground and recreational equipment. Our team of Certified General Contractors and Playground Safety Inspectors will insure that your project is completed to perfection, providing truly turnkey service, with every step of the process from planning and budgeting, through the installation being handled under one roof.



1-800-573-7529 | [www.proplaygrounds.com](http://www.proplaygrounds.com)





Pro Playgrounds  
8490 Cabin Hill Road  
Tallahassee, FL 32311

**Quote**

<b>Date</b>	<b>Estimate #</b>
2/3/2025	37778

<b>Project Name</b>
Scenic Terrace North CDD playgr...



<b>Customer / Bill To</b>
Cassidy Land Development 346 E. Central Ave. Winter Haven, FL 33880

<b>Ship To</b>
2272 Parsley Drive Winter Haven, FL 33844



**WE WILL BEAT ANY PRICE BY 5%!**

Item	Description	Qty	Cost	Total:
	Supply and Install the following: 1. Playground design Figgs Landing, 1x 2-bay swing with a cant. arm bucket seat, Plastic Borders plus 1x half ramp into the surfacing and loose black rubber mulch. Includes two 6ft benches, SM loop bike rack. 2. Shade structure, 20x20x10 Hip Shade, 2x 6ft picnic tables, 1x 32 gal receptacle centered at intersection of play area and dog park area 3. Two dog parks, total of 4x 6ft benches, one welcome sign, 2x waste stations 4. permitting included  **PLAY EQUIPMENT**			
QS-23-PKP012N	Figgs Landing - Neutral	1	25,737.00	25,737.00
CLR	Colors: Neutral colors			0.00
QS-23-PSW210...	2 Bay 1 Cantilever - Frame w/ Hangers, 2 Bay Belt Seat Package, 1 Seat Bucket Package	1	2,499.00	2,499.00
Shipping	Combined Shipping and Freight Charges	1	3,000.00	3,000.00
	**SITE FURNISHINGS**			
22-B6WBULS	6' UltraLeisureStandard Bench with Back, In-Ground Mount	6	643.28833	3,859.73
22-T6UL	6' UltraLeisureRectangular Portable Table	2	1,181.335	2,362.67

**AGREED AND ACCEPTED:**  
If the above total price, scope of work, specifications, terms and conditions are acceptable, sign below indicating your acceptance and authorization for Pro Playgrounds to proceed with the work and/or sales transaction described in this quotation. Upon signature and payment in accordance with this quote, Pro Playgrounds will proceed with the work and/or sales transaction.

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Signature Name / Title Date

<b>Subtotal:</b>
<b>Sales Tax: (7.0%)</b>
<b>Total:</b>

Terms and Conditions - Price valid for 30 days and subject to change. 1. If installation is not included with your purchase, client will be responsible for coordinating, receiving and unloading of all goods, delivery drivers will not help unload goods. 2. Client will be responsible to inspect goods for defect, damage or missing parts, any deficiency or missing parts must be noted on delivery slip. 3. Client will be responsible for costs due to cancelled or missed delivery appointments. 4. Client has reviewed all items, colors and descriptions on this quote for accuracy and correctness. 5. If quote includes installation of goods, the installation is subject to the terms and conditions of Pro Playgrounds "Standard Installation Agreement" a copy of which may be obtained from your Sales Representative.



Pro Playgrounds  
8490 Cabin Hill Road  
Tallahassee, FL 32311

### Quote

<b>Date</b>	<b>Estimate #</b>
2/3/2025	37778

<b>Project Name</b>
Scenic Terrace North CDD playgr...



<b>Customer / Bill To</b>
Cassidy Land Development 346 E. Central Ave. Winter Haven, FL 33880

<b>Ship To</b>
2272 Parsley Drive Winter Haven, FL 33844



**WE WILL BEAT ANY PRICE BY 5%!**

Item	Description	Qty	Cost	Total:
22-TR32	32 Gallon Regal Standard Trash Receptacle, Receptacle Only	1	537.05	537.05
CLR	Colors: black frame, green coating			0.00
22-LINER32-BL...	Plastic Liner - Black Color	1	107.17	107.17
22-DOME32 BL...	Plastic Dome Top for 32 Gallon Receptacles - Black Color	1	214.51	214.51
22-MSBR3-SM	Wave Bike Rack, 3-Hump, Surface Mount	1	858.62	858.62
CLR	Colors: green			0.00
Shipping	Combined Shipping and Freight Charges	1	1,228.50	1,228.50
22-SD202010IG	*SHADES** 10' Height -INGROUND - WITH GLIDE- SQUARE (confi proposal 93734)	1	7,282.48	7,282.48
CLR	Colors: frame brown, Fabric forest green			0.00
ENGDRAW	Engineered Drawings for Permitting	1	840.00	840.00
Shipping	Combined Shipping and Freight Charges	1	1,272.00	1,272.00
22-PBARK-477	**DOG PARK** Essential Welcome Sign	1	299.00	299.00
22-PBARK-490	PET WASTE STATION - SQUARE RECEPTACLE, INGROUND (color choice: blue or green) (Choose sign option)	2	499.00	998.00
Shipping	Combined Shipping and Freight Charges	1	480.00	480.00
	**SURFACING MATERIALS**			

**AGREED AND ACCEPTED:**  
If the above total price, scope of work, specifications, terms and conditions are acceptable, sign below indicating your acceptance and authorization for Pro Playgrounds to proceed with the work and/or sales transaction described in this quotation. Upon signature and payment in accordance with this quote, Pro Playgrounds will proceed with the work and/or sales transaction.

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Signature Name / Title Date

<b>Subtotal:</b>
<b>Sales Tax: (7.0%)</b>
<b>Total:</b>

Terms and Conditions - Price valid for 30 days and subject to change. 1. If installation is not included with your purchase, client will be responsible for coordinating, receiving and unloading of all goods, delivery drivers will not help unload goods. 2. Client will be responsible to inspect goods for defect, damage or missing parts, any deficiency or missing parts must be noted on delivery slip. 3. Client will be responsible for costs due to cancelled or missed delivery appointments. 4. Client has reviewed all items, colors and descriptions on this quote for accuracy and correctness. 5. If quote includes installation of goods, the installation is subject to the terms and conditions of Pro Playgrounds "Standard Installation Agreement" a copy of which may be obtained from your Sales Representative.



Pro Playgrounds  
8490 Cabin Hill Road  
Tallahassee, FL 32311

# Quote

<b>Date</b>	<b>Estimate #</b>
2/3/2025	37778

<b>Project Name</b>
Scenic Terrace North CDD playgr...



<b>Customer / Bill To</b>
Cassidy Land Development 346 E. Central Ave. Winter Haven, FL 33880

<b>Ship To</b>
2272 Parsley Drive Winter Haven, FL 33844



**WE WILL BEAT ANY PRICE BY 5%!**

Item	Description	Qty	Cost	Total:
GN75UN	Ground Smart - Natural Black Uncoated Playground Mulch - 2000lb Super Sack	21	372.00	7,812.00
2BY2408	8" Border Timber With Spike	50	29.00	1,450.00
2BY2HR8-V	ADA Half Ramp Flush Mount 8"	1	399.00	399.00
Shipping	Combined Shipping and Freight Charges	1	3,120.00	3,120.00
<b>**RAW MATERIALS**</b>				
RBAR5	No. 5 Rebar	300	1.25	375.00
RMC	Ready Mix Concrete 2500 PSI MIN (shade & swing)	18	200.00	3,600.00
FBLOCK	Footer Blocks	64	3.75	240.00
CC80	Concrete for Anchoring - Delivered Cost	72	8.40	604.80
GFAB	Weed Barrier	3,000	0.20	600.00
LPIN	Landscape pins for securing underlayment	3	55.00	165.00
<b>**LABOR, RENTALS, INSTALLATION**</b>				
22-Rentals	Misc rentals for construction (excavator, forklift, dumpster, man-lift, conc pump)	1	3,400.00	3,400.00
DELFFEE	Equipment Delivery / Pick Up Fees	1	300.00	300.00
LBR	Labor and Installation- all items	1	31,500.00	31,500.00
ISPERMIT	PERMIT - STATE OF FLORIDA - COST NOT INCLUDED IN PRICE, COST SHALL BE \$2000 OR 5% OF TOTAL PROJECT COST, WHICHEVER IS GREATER. PRICE DOES NOT INCLUDE COST OF ENGINEERING OR SEALED DRAWINGS.	1	1,500.00	1,500.00
DSC	Discount	1	-2,000.00	-2,000.00

**AGREED AND ACCEPTED:**  
If the above total price, scope of work, specifications, terms and conditions are acceptable, sign below indicating your acceptance and authorization for Pro Playgrounds to proceed with the work and/or sales transaction described in this quotation. Upon signature and payment in accordance with this quote, Pro Playgrounds will proceed with the work and/or sales transaction.

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Signature Name / Title Date

<b>Subtotal:</b>	\$104,641.53
<b>Sales Tax: (7.0%)</b>	\$0.00
<b>Total:</b>	<u>\$104,641.53</u>

Terms and Conditions - Price valid for 30 days and subject to change. 1. If installation is not included with your purchase, client will be responsible for coordinating, receiving and unloading of all goods, delivery drivers will not help unload goods. 2. Client will be responsible to inspect goods for defect, damage or missing parts, any deficiency or missing parts must be noted on delivery slip. 3. Client will be responsible for costs due to cancelled or missed delivery appointments. 4. Client has reviewed all items, colors and descriptions on this quote for accuracy and correctness. 5. If quote includes installation of goods, the installation is subject to the terms and conditions of Pro Playgrounds "Standard Installation Agreement" a copy of which may be obtained from your Sales Representative.

# SCENIC TERRACE NORTH PLAYGROUND AND DOG PARKS



ProPlaygrounds, The Play  
and Recreation Experts  
1-800-573-PLAY  
www.proplaygrounds.com

## DOG PARKS AND SITE FURNISHING EQUIPMENT

### PET WASTE STATION

Model: PBARK-490  
Quantity: 2



### WELCOME SIGN

Model: PBARK-477  
Quantity: 1



### 6' ULTRALEISURE STANDARD BENCH WITH BACK

SKU: B6WBULS  
Quantity: 4



### 3 HUMP WAVE BIKE RACK

Quantity: 1



## PLAYGROUND EQUIPMENT

### FIGGS LANDING PLAY SYSTEM

SKU: PKP012  
Quantity: 1  
Use Zone: 39' 4" X 41' 6"  
Age Group: 5 to 12 Years



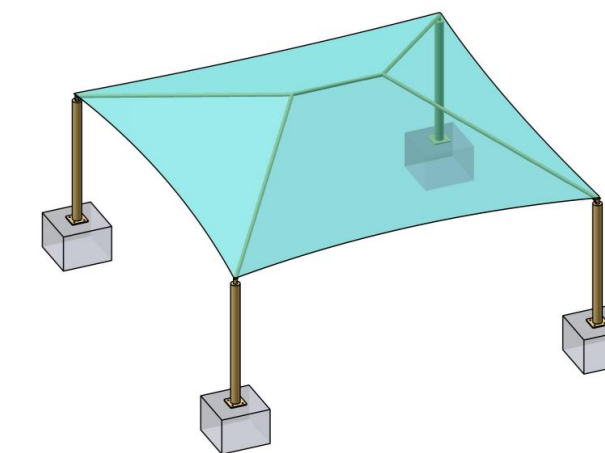
### 2 BAY- 1 CANTILEVER SINGLE POST SWING

SKU: PSW210WS  
Quantity: 1



### 20' X 20' HIP SHADE

Quantity: 1  
Size: 20' X 20'



### 6' ULTRALEISURE STANDARD BENCH WITH BACK

SKU: B6WBULS  
Quantity: 2



### 32-GAL EXPANDED METAL STANDARD TRASH RECEPTACLE

Quantity: 1



### 6' RECTANGLE PICNIC TABLE

Quantity: 2



### DESIGN APPROVAL

By signing or initialing below, you agree that you have reviewed this drawing carefully and approve all elements depicted in this drawing which include the specific items themselves and their colors and placement as well as any surfacing depicted on this drawing including the type of surfacing, colors, placement, layout, square footage, etc. Deviations or requests for changes from this plan after products have been ordered and/or work has begun may result in additional charges, change orders and delays to your project.

APPROVED BY:

\_\_\_\_\_

SIGNATURE / TITLE:

\_\_\_\_\_

DATE:

\_\_\_\_\_

### PROJECT NAME:

SCENIC TERRACE  
NORTH  
PLAYGROUND AND  
DOG PARKS

### ADDRESS:

2272 PARSLEY DR,  
HAINES CITY,  
FL 33844

REVISION:

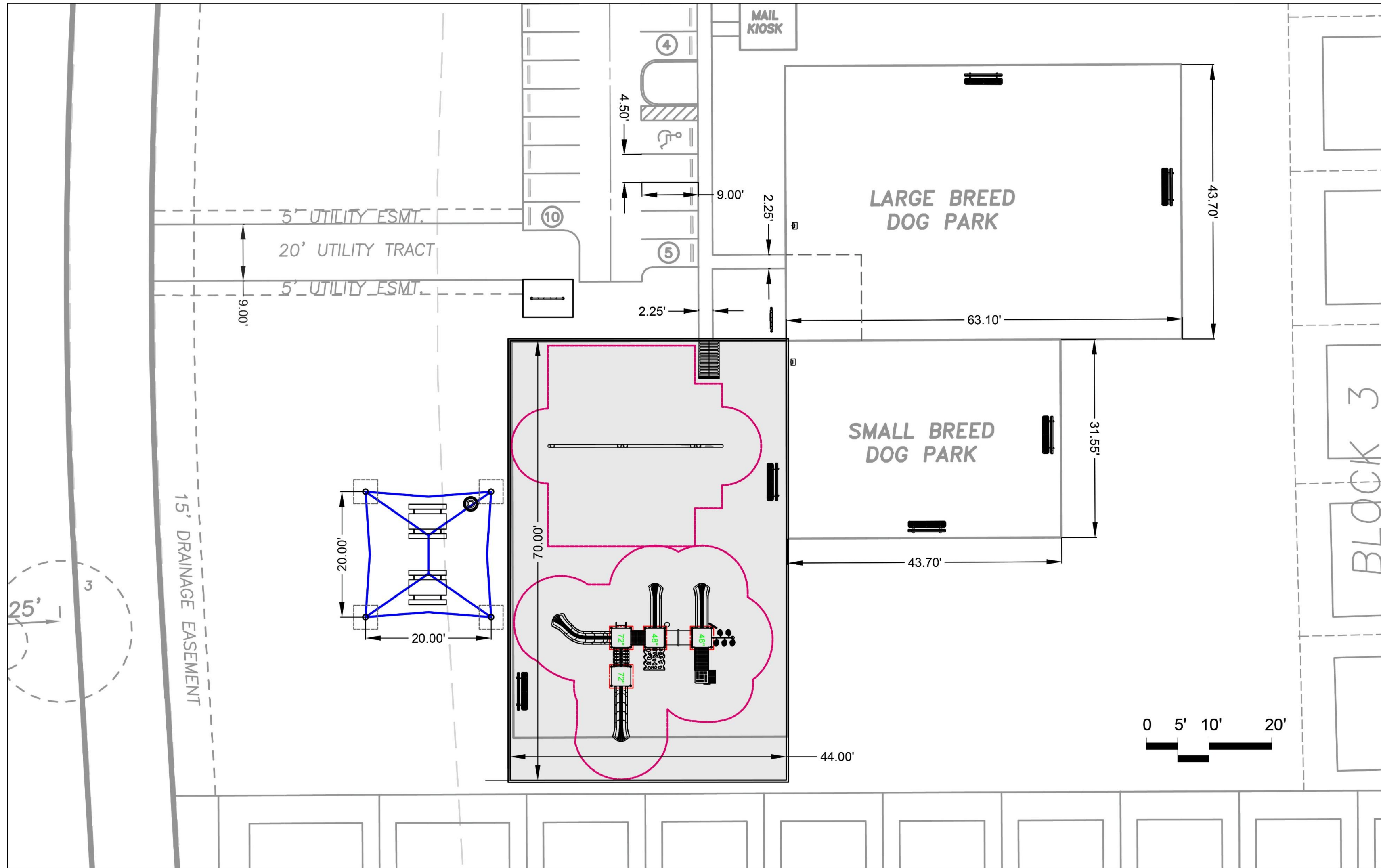
1

DRAWN BY: MM

DATE: 01.30.2025

SHEET 1 OF 2

# SCENIC TERRACE NORTH PLAYGROUND AND DOG PARKS



**DESIGN APPROVAL**

By signing or initialing below, you agree that you have reviewed this drawing carefully and approve all elements depicted in this drawing which include the specific items themselves and their colors and placement as well as any surfacing depicted on this drawing including the type of surfacing, colors, placement, layout, square footage, etc. Deviations or requests for changes from this plan after products have been ordered and/or work has begun may result in additional charges, change orders and delays to your project.

**APPROVED BY:**  
\_\_\_\_\_

**SIGNATURE / TITLE:**  
\_\_\_\_\_

**DATE:**  
\_\_\_\_\_

**PROJECT NAME:**  
SCENIC TERRACE NORTH  
PLAYGROUND AND  
DOG PARKS

**ADDRESS:**  
2272 PARSLEY DR,  
HAINES CITY,  
FL 33844

**REVISION:**  
1

**DRAWN BY:** MM

**DATE:** 01.30.2025

**SHEET** 2 OF 2

## PLAYGROUND EQUIPMENT

- Figgs Landing Play System- PKP012
- 2 Bay- 1 Cantilever Single Post Swing- PSW210
- (2) X 6' UltraLeisure Standard Bench with back - B6WBULS
- 20' X 20' Hip Shade Structure
- (2) X 6' Rectangle Picnic Table
- 32- Gal Expanded Metal Standard Trash Receptacle
- 3 Hump Wave Bike Rack

## DOG PARKS EQUIPMENT

- Welcome Sign- PBARK-477
- (2) X Pet Waste Station-PBARK-490
- (4) X 6' standard Bench with Back- B6WBULS

## PLAYGROUND AREA SURFACING

- Loose Rubber Surfacing and Borders
- Total Surfacing Area: 3,080 SQ.FT. (70' X 44')

**EXHIBIT B**

**ACCEPTANCE CERTIFICATE**

**THM Leasing, LLC**  
1653 Crump Rd  
Winter Haven, Florida 33881

Re: Schedule of Property No. 1, dated February 19, 2025, to Playground and Dog Park Equipment Lease/Purchase Agreement, dated as of February 19, 2025, between THM Leasing, LLC, as Lessor, and the Scenic Terrace North Community Development District, as Lessee.

Ladies and Gentlemen:

In accordance with the Playground and Dog Park Equipment Lease/Purchase Agreement (the "Agreement"), the undersigned Lessee hereby certifies and represents to, and agrees with Lessor as follows:

1. All of the Equipment (as such term is defined in the Agreement) listed in the above-referenced Schedule of Property (the "Schedule") has been delivered, installed and accepted on the date hereof.
2. Lessee has conducted such inspection and/or testing of the Equipment listed in the Schedule as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.
3. Lessee is currently maintaining the insurance coverage required by Section 7.02 of the Agreement.
4. No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Agreement) exists at the date hereof.

Date: February 19, 2025

LESSEE:  
Scenic Terrace North Community Development  
District

By \_\_\_\_\_

Title \_\_\_\_\_

**EXHIBIT C**

**CERTIFICATE**

The undersigned, a duly elected Chairman of the Board of Supervisors of the Scenic Terrace North Community Development District, certified as follows:

- A. The following listed persons are duly elected and acting officials of the
- B. Scenic Terrace North Community Development District, as Lessee (the “Officials”) in the capacity set forth opposite their respective names below and that the facsimile signatures are true and correct as of the date hereof.

B. The Officials are duly authorized, on behalf of Lessee, to negotiate, execute and deliver the Playground and Dog Park Equipment Lease/Purchase Agreement dated as of February 19, 2025 and the Schedule(s) thereunder and all future Schedule(s) (the “Agreements”) by and between Lessee and THM Leasing, LLC, and these Agreements are binding and authorized Agreements of Lessee, enforceable in all respects in accordance with their terms.

Name of Official	Title	Signature
_____	_____	_____
_____	_____	_____
_____	_____	_____

Dated \_\_\_\_\_ By \_\_\_\_\_  
Title \_\_\_\_\_  
(Seal)

The signer of this Certificate cannot be listed above as authorized to execute the Agreements.

# SECTION VI





POLK COUNTY PROPERTY APPRAISER

Revised 01/2025  
ADA Compliant

2025 Data Sharing and Usage Agreement

This Data Sharing and Usage Agreement, hereinafter referred to as "Agreement," establishes the terms and conditions under which the \_\_\_\_\_ hereinafter referred to as "agency," can acquire and use Polk County Property Appraiser data that is exempt from Public Records disclosure as defined in [FS 119.071](#).

In accordance with the terms and conditions of this Agreement, the agency agrees to protect confidential data in accordance with [FS 282.3185](#) and [FS 501.171](#) and adhere to the standards set forth within these statutes.

**For the purposes of this Agreement, all data is provided. It is the responsibility of the agency to apply all statutory guidelines relative to confidentiality and personal identifying information.**

The confidentiality of personal identifying information including: names, mailing address and OR Book and Pages pertaining to parcels owned by individuals that have received exempt / confidential status, hereinafter referred to as "confidential data," will be protected as follows:

1. The **agency** will not release **confidential data** that may reveal identifying information of individuals exempted from Public Records disclosure.
2. The **agency** will not present the **confidential data** in the results of data analysis (including maps) in any manner that would reveal personal identifying information of individuals exempted from Public Records disclosure.
3. The **agency** shall comply with all state laws and regulations governing the confidentiality and exempt status of personal identifying and location information that is the subject of this Agreement.
4. The **agency** shall ensure any employee granted access to **confidential data** is subject to the terms and conditions of this Agreement.
5. The **agency** shall ensure any third party granted access to **confidential data** is subject to the terms and conditions of this Agreement. Acceptance of these terms must be provided in writing to the **agency** by the third party before personal identifying information is released.
6. The **agency** agrees to comply with all regulations for the security of confidential personal information as defined in [FS 501.171](#).
7. The **agency**, when defined as "local government" by [FS 282.3185](#), is required to adhere to all cybersecurity guidelines when in possession of data provided or obtained from the Polk County Property Appraiser.

The term of this Agreement shall commence on **January 1, 2025**, and shall run until **December 31, 2025**, the date of signature by the parties notwithstanding. **This Agreement shall not automatically renew.** A new agreement will be provided annually to ensure all responsible parties are aware of and maintain the terms and conditions of this Data Sharing and Usage Agreement.

In witness of their agreement to the terms above, the parties or their authorized agents hereby affix their signatures.

**POLK COUNTY PROPERTY APPRAISER**

Signature: Neil Combee

Print: Neil Combee

Title: Polk County Property Appraiser

Date: January 7, 2025

Agency: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

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

Please email the signed agreement to [pataxroll@polk-county.net](mailto:pataxroll@polk-county.net).

# SECTION VII

# CONTRACT AGREEMENT

This Agreement made and entered into on Monday, January 13, 2025 by and between the Scenic Terrace North Community Development District, a local unit of special purpose government of the State of Florida hereinafter referred to as the 'Special District', and Neil Combee, Polk County Property Appraiser, a Constitutional Officer of the State of Florida, whose address is 255 North Wilson Ave., Bartow, FL 33830, hereinafter referred to as the 'Property Appraiser'.

1. Section [197.3632](#) Florida Statutes, provides that special assessments of non-ad valorem taxes levied by the Special District may be included in the assessment rolls of the County and collected in conjunction with ad valorem taxes as assessed by the Property Appraiser. Pursuant to that option, the Property Appraiser and the Special District shall enter into an agreement providing for reimbursement to the Property Appraiser of administrative costs, including costs of inception and maintenance, incurred as a result of such inclusion.
2. The parties herein agree that, for the 2025 tax year assessment roll, the Property Appraiser will include on the assessment rolls such special assessments as are certified to her by the Scenic Terrace North Community Development District.
3. The term of this Agreement shall commence on January 1, 2025 or the date signed below, whichever is later, and shall run until December 31, 2025, the date of signature by the parties notwithstanding. This Agreement shall not automatically renew.
4. The Special District shall meet all relevant requirements of Section [197.3632](#) & [190.021](#) Florida Statutes.
5. The Special District shall furnish the Property Appraiser with up-to-date data concerning its boundaries and proposed assessments, and other information as requested by the Property Appraiser to facilitate in administering the non-ad valorem assessment in question. Specifically, if assessments will be included on the 2025 TRIM Notice, the Special District shall provide **proposed assessments no later than Friday, July 11, 2025**. The Special District's assessments shall, as far as practicable, be uniform (e.g. one uniform assessment for maintenance, etc.) to facilitate the making of the assessments by the mass data techniques utilized by the Property Appraiser.
6. The Special District shall certify to the Property Appraiser the Special District's annual installment and levy **no later than Monday, September 15, 2025**. The Property Appraiser shall, using the information provided by the Special District, place the Special District's non ad-valorem special assessments on properties within the district for inclusion on the 2025 tax roll.
7. The Property Appraiser shall be compensated by the Special District for the administrative costs incurred in carrying out this Agreement at the rate of 1% of the amount levied on the TRIM Notice or if the TRIM Notice is not used, the rate shall be 1% of the amount levied on the 2025 tax roll. For the TRIM Notice, the Property Appraiser will require **payment on or before Monday, September 15, 2025** for processing within the Property Appraiser budget year (October 1st – September 30th).
8. If the actual costs of performing the services under this agreement exceed the compensation provided for in Paragraph 7, the amount of compensation shall be the actual costs of performing the services under this agreement.
9. If tax roll corrections are requested by the Special District, the Property Appraiser shall be compensated by the Special District for the administrative costs incurred at the rate of \$5.00 for each tax roll correction exceeding ten (10) corrections per tax year.

The Special District shall indemnify and hold harmless, to the extent permitted by Florida law and without waiving its right of any applicable sovereign immunity, the Property Appraiser and all respective officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the Property Appraiser and all respective officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the negligent or intentional acts or omissions of the Special District or its employees, agents, servants, partners, principals, or subcontractors arising out of, relating to, or resulting from the performance of the Agreement. The Special District shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Property Appraiser where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon.

EXECUTED By:

\_\_\_\_\_  
Special District Representative

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Neil Combee  
Polk County Property Appraiser  
By:

\_\_\_\_\_  


\_\_\_\_\_  
Neil Combee, Property Appraiser

# SECTION VIII



**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

September 9, 2024

Board of Supervisors  
Scenic Terrace North Community Development District  
219 East Livingston Street  
Orlando, FL 32801

We are pleased to confirm our understanding of the services we are to provide Scenic Terrace North Community Development District, City of Haines City, Florida ("the District") for the fiscal year ended September 30, 2024. We will audit the financial statements of the governmental activities and each major fund, including the related notes to the financial statements, which collectively comprise the basic financial statements of Scenic Terrace North Community Development District as of and for the fiscal year ended September 30, 2024. 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 2024 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.

**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. This responsibility includes relating 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 cash or other 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.

Furthermore, Grau & Associates agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Auditor acknowledges that the designated public records custodian for the District is the District Manager ("Public Records Custodian"). Among other requirements and to the extent applicable by law, Grau & Associates shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if Auditor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Grau & Associate's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Grau & Associates, Grau & Associates shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

**IF GRAU & ASSOCIATES HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE PUBLIC RECORDS CUSTODIAN AT: C/O GOVERNMENTAL MANAGEMENT SERVICES – CENTRAL FLORIDA LLC, 219 EAST LIVINGSTON STREET ORLANDO, FLORIDA 32801, OR RECORDREQUEST@GMSCFL.COM, PH: (407) 841-5524.**

Our fee for these services will not exceed \$5,400 for the September 30, 2024 audit, unless there is a change in activity by the District which results in additional audit work or if Bonds are issued. 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.

We will complete the audit within prescribed statutory deadlines, which requires the District to submit its annual audit to the Auditor General no later than nine (9) months after the end of the audited fiscal year, with the understanding that your employees will provide information needed to perform the audit on a timely basis.

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.

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 Scenic Terrace North Community Development District and believe this letter accurately summarizes the terms of our engagement and, with any addendum, if applicable, is 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. 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.

Very truly yours,

Grau & Associates



Antonio J. Grau

RESPONSE:

This letter correctly sets forth the understanding of Scenic Terrace North Community Development District.

Signed by:



By: 8215FA2B8FB744A...

Title: Chairman

Date: 1/22/2025





Florida Institute of Certified Public Accountants

**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

# SECTION IX

# SECTION C

# Scenic Terrace - North CDD Field Management Report



February 19<sup>th</sup>, 2025

Joel Blanco

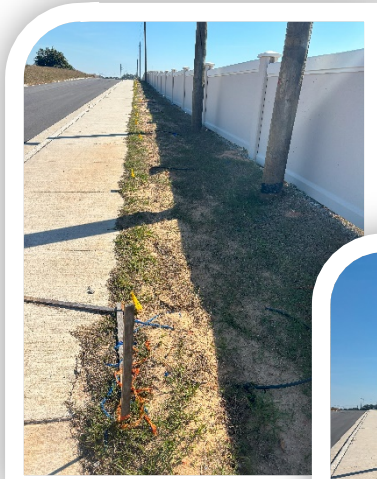
Field Manager

GMS

# Site Review

## Perimeter Review

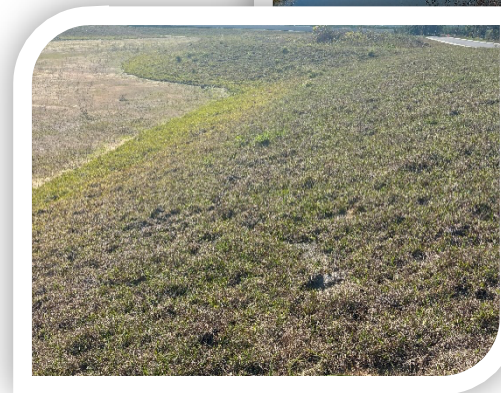
- Field Staff have continued to review the perimeter areas surrounding the district on Hughes Rd. – Main Entrance and Floyd Rd.
- All cement, perimeter wall has been installed throughout the district with panel walls painted light beige with white trimming.
- Columns installed on Floyd Rd. have had their hanging signs installed. We recommend once the perimeter landscaping has been installed to mulch around the columns to protect signs from falling due to mowers.
- Irrigation is currently being flagged on Hughes Rd. perimeter and installed in entrance on Floyd Rd. Landscaping installation remains pending.



# Site Review

## Pond & Landscaping Review

- Field Staff has reviewed the ponds throughout the district.
- Wet pond on Poppy Dr. was found with minor algae at the edges and primrose bushes growing in several sections.
- Dry pond by the Hughes Rd. entrance was found with minor vegetation growing towards the back end.
- Attached is a aquatics proposal to treat all ponds—both wet and dry throughout the district.
- Landscaping vendor has started reoccurring services for all pond easements throughout the district including common area strip along Palmeroy Rd.



# Conclusion

For any questions or comments regarding the above information, please contact me by phone at 786-238-9473, or by email at [jblanco@gmscfl.com](mailto:jblanco@gmscfl.com). Thank you.

Respectfully,

Joel Blanco



# SECTION 1



# ESTIMATE

**Aquatic Weed Management, Inc.**  
PO Box 1259  
Haines City, FL 33845

WATERWEED1@AOL.COM  
+1 (863) 412-1919



## Bill to

Scenic Terrace North  
219 E Livingston St  
Orlando, FL 32801

## Estimate details

Estimate no.: 1535  
Estimate date: 01/09/2025

#	Date	Product or service	Description	Qty	Rate	Amount
1.		<b>Scope of Work</b>	Monthly pond herbicide maintenance on 3 ponds. Services include treatments for ALL vegetation (emerged, submerged and floating) within the ordinary high water level. Priced as \$/treatment.	12	\$450.00	\$5,400.00

**Total** **\$5,400.00**

## Note to customer

Thank you for your business!

Accepted date

Accepted by

# SECTION D

# SECTION 1

# Scenic Terrace North Community Development District

## Summary of Check Register

January 2, 2025 through February 5, 2025

<b>Fund</b>	<b>Date</b>	<b>Check No.'s</b>	<b>Amount</b>
General Fund	1/9/25	216-217	\$ 257,809.62
	1/23/25	218-221	\$ 8,172.91
	2/3/25	222-223	\$ 665.00
<b>Total Amount</b>			<b>\$ 266,647.53</b>

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
2/03/25	00029	12/18/24	BH121820 202412 310-51300-11000 BOS MEETING 12/18/24	BOBBIE HENLEY	V	200.00-	200.00-000212
1/09/25	00031	12/18/24	LR121820 202412 310-51300-11000 BOS MEETING 12/18/24	LINDSEY RODEN	*	200.00	200.00 000216
1/09/25	00032	1/07/25	01072025 202501 300-20700-10000 TSFR OF TAX RCPTS SER2023	SCENIC TERRACE NORTH CDD/ US BANK	*	257,809.62	257,809.62 000217
1/23/25	00033	10/09/24	1281 202410 310-51300-31300 CDA SAAS YR SUBSCRIPTION	DISCLOSURE TECHNOLOGY SERVICES, LLC	*	1,500.00	1,500.00 000218
1/23/25	00001	1/01/25	48 202501 310-51300-34000 MANAGEMENT FEES JAN 25		*	3,333.33	
		1/01/25	48 202501 310-51300-35200 WEBSITE ADMIN JAN 25		*	105.00	
		1/01/25	48 202501 310-51300-35100 INFORMATION TECH JAN 25		*	157.50	
		1/01/25	48 202501 310-51300-31300 DISSEMINATION SVCS JAN 25		*	437.50	
		1/01/25	48 202501 310-51300-51000 OFFICE SUPPLIES		*	2.71	
		1/01/25	48 202501 310-51300-42000 POSTAGE		*	53.13	
		1/01/25	49 202501 320-53800-12000 FIELD MANAGEMENT JAN 25		*	1,250.00	
				GOVERNMENTAL MANAGEMENT SERVICES-CF			5,339.17 000219
1/23/25	00004	1/13/25	11234 202412 310-51300-31500 GENERAL COUNSEL DEC 24	KILINSKI VAN WYK PLLC	*	1,135.91	1,135.91 000220
1/23/25	00026	1/15/25	65 202501 310-51300-42000 POSTAGE	POLK COUNTY PROPERTY APPRAISER	*	197.83	197.83 000221
2/03/25	00029	12/18/24	BH121820 202412 310-51300-11000 BOS MEETING 12/18/24	BOBBIE HENLEY	*	200.00	200.00 000222
2/03/25	00015	1/29/25	22436011 202412 310-51300-31100 ENGINEER SVCS DEC 24	DEWBERRY ENGINEERS INC	*	465.00	465.00 000223
TOTAL FOR BANK A						266,647.53	

STNO SCENIC TERRACE ZYAN

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
TOTAL FOR REGISTER							266,647.53	

STNO SCENIC TERRACE ZYAN

# SECTION 2

***Scenic Terrace North***  
***Community Development District***

***Unaudited Financial Reporting***  
***December 31, 2024***





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**Scenic Terrace North**  
**Community Development District**  
**Combined Balance Sheet**  
**December 31, 2024**

	General Fund	Debt Service Fund	Capital Projects Fund	Totals Governmental Funds
<b>Assets:</b>				
<b>Cash:</b>				
Operating Account	\$ 324,836	\$ -	\$ -	\$ 324,836
Due From Developer	\$ -	\$ -	\$ 124,099	\$ 124,099
Due From General Fund	\$ -	\$ 257,810	\$ -	\$ 257,810
<b>Investments:</b>				
<b>Series 2023</b>				
Reserve	\$ -	\$ 939,750	\$ -	\$ 939,750
Revenue	\$ -	\$ 78,142	\$ -	\$ 78,142
Prepayment	\$ -	\$ 3,595,610	\$ -	\$ 3,595,610
Construction	\$ -	\$ -	\$ 46	\$ 46
<b>Total Assets</b>	<b>\$ 324,836</b>	<b>\$ 4,871,312</b>	<b>\$ 124,145</b>	<b>\$ 5,320,293</b>
<b>Liabilities:</b>				
Accounts Payable	\$ 3,301	\$ -	\$ -	\$ 3,301
Contracts Payable	\$ -	\$ -	\$ 124,099	\$ 124,099
Due To Debt Service	\$ 257,810	\$ -	\$ -	\$ 257,810
<b>Total Liabilities</b>	<b>\$ 261,111</b>	<b>\$ -</b>	<b>\$ 124,099</b>	<b>\$ 385,209</b>
<b>Fund Balance:</b>				
Restricted for:				
Debt Service	\$ -	\$ 4,871,312	\$ -	\$ 4,871,312
Capital Projects	\$ -	\$ -	\$ 46	\$ 46
Unassigned	\$ 63,725	\$ -	\$ -	\$ 63,725
<b>Total Fund Balances</b>	<b>\$ 63,725</b>	<b>\$ 4,871,312</b>	<b>\$ 46</b>	<b>\$ 4,935,083</b>
<b>Total Liabilities &amp; Fund Balance</b>	<b>\$ 324,836</b>	<b>\$ 4,871,312</b>	<b>\$ 124,145</b>	<b>\$ 5,320,293</b>

**Scenic Terrace North**  
**Community Development District**  
**General Fund**

**Statement of Revenues, Expenditures, and Changes in Fund Balance**  
**For The Period Ending December 31, 2024**

	Adopted Budget	Prorated Budget Thru 12/31/24	Actual Thru 12/31/24	Variance
<b>Revenues:</b>				
Assessments - Tax Roll	\$ 313,500	\$ 86,006	\$ 86,006	\$ -
Assessments - Direct	\$ 43,491	\$ -	\$ -	\$ -
<b>Total Revenues</b>	<b>\$ 356,991</b>	<b>\$ 86,006</b>	<b>\$ 86,006</b>	<b>\$ -</b>
<b>Expenditures:</b>				
<b><u>General &amp; Administrative:</u></b>				
Supervisor Fees	\$ 12,000	\$ 3,000	\$ 1,600	\$ 1,400
Engineering	\$ 12,500	\$ 3,125	\$ 1,075	\$ 2,050
Attorney	\$ 25,000	\$ 6,250	\$ 2,176	\$ 4,074
Annual Audit	\$ 5,300	\$ -	\$ -	\$ -
Assessment Administration	\$ 5,000	\$ 5,000	\$ 5,000	\$ -
Arbitrage	\$ 450	\$ -	\$ -	\$ -
Dissemination	\$ 5,250	\$ 1,313	\$ 2,813	\$ (1,500)
Trustee Fees	\$ 4,041	\$ 4,041	\$ 4,208	\$ (167)
Management Fees	\$ 40,000	\$ 10,000	\$ 10,000	\$ 0
Information Technology	\$ 1,890	\$ 473	\$ 473	\$ -
Website Maintenance	\$ 1,260	\$ 315	\$ 315	\$ -
Postage & Delivery	\$ 1,000	\$ 250	\$ 212	\$ 38
Insurance	\$ 6,800	\$ 6,800	\$ 7,416	\$ (616)
Printing & Binding	\$ 500	\$ 125	\$ -	\$ 125
Legal Advertising	\$ 2,500	\$ 625	\$ -	\$ 625
Other Current Charges	\$ 2,500	\$ 625	\$ 181	\$ 444
Office Supplies	\$ -	\$ -	\$ 3	\$ (3)
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ 175	\$ -
<b>Total General &amp; Administrative:</b>	<b>\$ 126,166</b>	<b>\$ 42,116</b>	<b>\$ 35,645</b>	<b>\$ 6,471</b>

**Scenic Terrace North**  
**Community Development District**  
**General Fund**

**Statement of Revenues, Expenditures, and Changes in Fund Balance**  
**For The Period Ending December 31, 2024**

	Adopted Budget	Prorated Budget Thru 12/31/24	Actual Thru 12/31/24	Variance
<b><i>Operations &amp; Maintenance</i></b>				
<b><i>Field Services</i></b>				
Property Insurance	\$ 4,500	\$ 1,125	\$ -	\$ 1,125
Field Management	\$ 15,000	\$ 3,750	\$ -	\$ 3,750
Landscape Maintenance	\$ 55,000	\$ 13,750	\$ -	\$ 13,750
Landscape Replacement	\$ 15,000	\$ 3,750	\$ -	\$ 3,750
Streetlights	\$ 20,000	\$ 5,000	\$ -	\$ 5,000
Electric	\$ 5,000	\$ 1,250	\$ 322	\$ 928
Water & Sewer	\$ 3,000	\$ 750	\$ -	\$ 750
Irrigation Repairs	\$ 3,500	\$ 875	\$ -	\$ 875
General Repairs & Maintenance	\$ 10,000	\$ 2,500	\$ -	\$ 2,500
Contingency	\$ 5,000	\$ 1,250	\$ -	\$ 1,250
<b>Subtotal Field Expenses</b>	<b>\$ 136,000</b>	<b>\$ 34,000</b>	<b>\$ 322</b>	<b>\$ 33,678</b>
<b><i>Amenity Expenses</i></b>				
Playground Lease	\$ 36,500	\$ 9,125	\$ -	\$ 9,125
Interlocal Amenity Agreement	\$ 58,325	\$ 14,581	\$ -	\$ 14,581
<b>Subtotal Amenity Expenses</b>	<b>\$ 94,825</b>	<b>\$ 23,706</b>	<b>\$ -</b>	<b>\$ 23,706</b>
<b>Total Operations &amp; Maintenance:</b>	<b>\$ 230,825</b>	<b>\$ 57,706</b>	<b>\$ 322</b>	<b>\$ 57,384</b>
<b>Total Expenditures</b>	<b>\$ 356,991</b>	<b>\$ 99,822</b>	<b>\$ 35,968</b>	<b>\$ 63,855</b>
<b>Excess (Deficiency) of Revenues over Expenditures</b>	<b>\$ -</b>		<b>\$ 50,038</b>	
<b>Fund Balance - Beginning</b>	<b>\$ -</b>		<b>\$ 13,687</b>	
<b>Fund Balance - Ending</b>	<b>\$ -</b>		<b>\$ 63,725</b>	

**Scenic Terrace North**  
**Community Development District**  
**Debt Service Fund Series 2023**

**Statement of Revenues, Expenditures, and Changes in Fund Balance**  
**For The Period Ending December 31, 2024**

	Adopted Budget	Prorated Budget Thru 12/31/24	Actual Thru 12/31/24	Variance
<b>Revenues:</b>				
Assessments - Tax Roll	\$ 939,749	\$ 257,810	\$ 257,810	\$ -
Assessments - Prepayments	\$ -	\$ -	\$ 2,291,704	\$ 2,291,704
Assessments - Lot Closing	\$ -	\$ -	\$ 1,291,687	\$ 1,291,687
Interest	\$ 33,764	\$ 24,950	\$ 24,950	\$ -
<b>Total Revenues</b>	<b>\$ 973,514</b>	<b>\$ 282,760</b>	<b>\$ 3,866,151</b>	<b>\$ 3,583,391</b>
<b>Expenditures:</b>				
<b>Series 2023</b>				
Interest - 11/1	\$ 386,956	\$ 386,956	\$ 386,956	\$ -
Special Call - 5/1	\$ 170,000	\$ -	\$ -	\$ -
Interest - 5/1	\$ 386,956	\$ -	\$ -	\$ -
<b>Total Expenditures</b>	<b>\$ 943,913</b>	<b>\$ 386,956</b>	<b>\$ 386,956</b>	<b>\$ -</b>
<b>Net Change in Fund Balance</b>	<b>\$ 29,601</b>		<b>\$ 3,479,194</b>	
<b>Fund Balance - Beginning</b>	<b>\$ 458,495</b>		<b>\$ 1,392,117</b>	
<b>Fund Balance - Ending</b>	<b>\$ 488,096</b>		<b>\$ 4,871,312</b>	

# Scenic Terrace North

## Community Development District

### Capital Projects Fund Series 2023

#### Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending December 31, 2024

	Adopted	Prorated Budget	Actual		
	Budget	Thru 12/31/24	Thru 12/31/24		Variance
<b>Revenues:</b>					
Developer Contributions	\$ -	\$ -	\$ 869,102	\$	869,102
Interest	\$ -	\$ -	\$ 1	\$	1
<b>Total Revenues</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 869,103</b>	<b>\$</b>	<b>869,103</b>
<b>Expenditures:</b>					
Capital Outlay - Construction	\$ -	\$ -	\$ 869,102	\$	(869,102)
<b>Total Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 869,102</b>	<b>\$</b>	<b>(869,102)</b>
<b>Net Change in Fund Balance</b>	<b>\$ -</b>		<b>\$ 1</b>		
<b>Fund Balance - Beginning</b>	<b>\$ -</b>		<b>\$ 46</b>		
<b>Fund Balance - Ending</b>	<b>\$ -</b>		<b>\$ 46</b>		

**Scenic Terrace North**  
**Community Development District**  
 Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
<b>Revenues:</b>													
O&M Assessments	\$ -	\$ 86,006	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 86,006
<b>Total Revenues</b>	<b>\$ -</b>	<b>\$ 86,006</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 86,006</b>
<b>Expenditures:</b>													
<b>General &amp; Administrative:</b>													
Supervisor Fees	\$ -	\$ 800	\$ 800	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,600
Engineering	\$ -	\$ 610	\$ 465	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,075
Attorney	\$ 235	\$ 805	\$ 1,136	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,176
Annual Audit	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Assessment Administration	\$ 5,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,000
Arbitrage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Dissemination	\$ 1,938	\$ 438	\$ 438	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,813
Trustee Fees	\$ 4,208	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,208
Management Fees	\$ 3,333	\$ 3,333	\$ 3,333	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,000
Information Technology	\$ 158	\$ 158	\$ 158	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 473
Website Maintenance	\$ 105	\$ 105	\$ 105	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 315
Postage & Delivery	\$ 37	\$ 1	\$ 175	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 212
Insurance	\$ 5,814	\$ -	\$ 1,602	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,416
Printing & Binding	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Legal Advertising	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Current Charges	\$ 55	\$ 85	\$ 40	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 181
Office Supplies	\$ -	\$ 0	\$ 3	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3
Dues, Licenses & Subscriptions	\$ 175	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 175
<b>Total General &amp; Administrative:</b>	<b>\$ 21,057</b>	<b>\$ 6,334</b>	<b>\$ 8,254</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 35,645</b>
<b>Operations &amp; Maintenance</b>													
<b>Field Services</b>													
Property Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Field Management	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Landscape Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Landscape Replacement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lake Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Streetlights	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Electric	\$ 121	\$ 93	\$ 108	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 322
Water & Sewer	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sidewalk & Asphalt Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Irrigation Repairs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
General Repairs & Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Contingency	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Subtotal Field Expenses</b>	<b>\$ 121</b>	<b>\$ 93</b>	<b>\$ 108</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 322</b>
<b>Amenity Expenses</b>													
Playground Lease	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Interlocal Amenity Agreement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Subtotal Amenity Expenses</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Operations &amp; Maintenance:</b>	<b>\$ 121</b>	<b>\$ 93</b>	<b>\$ 108</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 322</b>
<b>Total Expenditures</b>	<b>\$ 21,178</b>	<b>\$ 6,427</b>	<b>\$ 8,362</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 35,968</b>
<b>Excess (Deficiency) of Revenues over Expenditures</b>	<b>\$ (21,178)</b>	<b>\$ 79,579</b>	<b>\$ (8,362)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 50,038</b>

# SCENIC TERRACE NORTH

Community Development District

Long Term Debt Report

<b>SERIES 2023, SPECIAL ASSESSMENT REVENUE BONDS</b>		
INTEREST RATE:	5.125%, 5.875%, 6.125%	
MATURITY DATE:	5/1/2054	
RESERVE FUND DEFINITION	MAXIMUM ANNUAL DEBT SERVICE	
RESERVE FUND REQUIREMENT	\$939,750	
RESERVE FUND BALANCE	\$939,750	
BONDS OUTSTANDING - 05/01/24		\$13,000,000
<b>CURRENT BONDS OUTSTANDING</b>		<b>\$13,000,000</b>



**Scenic Terrace North**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**Special Assessment Receipts**  
**Fiscal Year 2025**

**ON ROLL ASSESSMENTS**

**Gross Assessmen** \$ **337,098.30** \$ **1,010,483.10** \$ **1,347,581.40**  
**Net Assessments** \$ **313,501.42** \$ **939,749.28** \$ **1,253,250.70**

Date	Distribution	Gross Amount	Discount/Penalty	Commission	Interest	Property Appraiser	Net Receipts	25%	75%	100%
								General Fund	2023 Debt Service	Total
11/26/24	ACH	\$ 379,772.94	\$ (15,190.28)	\$ (7,291.65)	\$ -	\$ -	\$ 357,291.01	\$ 89,376.56	\$ 267,914.45	\$ 357,291.01
	1% Fee Adj	\$ (13,475.81)	\$ -	\$ -	\$ -	\$ -	\$ (13,475.81)	\$ (3,370.98)	\$ (10,104.83)	\$ (13,475.81)
<b>Total</b>		<b>\$ 366,297.13</b>	<b>\$ (15,190.28)</b>	<b>\$ (7,291.65)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 343,815.20</b>	<b>\$ 86,005.58</b>	<b>\$ 257,809.62</b>	<b>\$ 343,815.20</b>

27%	Net Percent Collected
\$ 909,435.50	Balance Remaining to Collect

**DIRECT BILL ASSESSMENTS**

HIGHLAND SUMNER LLC			
2025-01		Net Assessments	
Date Received	Due Date	Check Number	Net Assessed
			\$ 43,491.11
			\$ 43,491.11
			Amount Received
			General Fund
	11/1/24		\$ 21,745.55
	2/1/25		\$ 10,872.78
	5/1/25		\$ 10,872.78
			\$ 43,491.11
			\$ -
			\$ -